

Insight report



**Insight on data and individual cases
October to December 2020**

Including a regional focus on the north of England 2019-20

Issue 5

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Introduction

In this latest Insight report we have introduced a new regional focus in addition to our regular data analysis. This issue looks at the northern regions covering the North West, North East and Yorkshire and Humber.

It also marks the first of our Meet the Ombudsman events to launch the report and to give residents an opportunity to ask questions direct. This is part of our increasing engagement with residents to help raise awareness and understanding of our service. I am grateful to Gentoo for hosting this first event and inviting their residents. We will be holding events every quarter in different regions across the country in line with the publication and regional focus of each Insight report.

The case studies featured have been selected from cases across the three northern regions, and reflect the most frequent areas of complaint – repairs, complaint handling and tenant behaviour – as well as a range of outcomes.

In a case about anti-social behaviour, the landlord did not accept the matter as a complaint, departing from its own policy. We highlighted our Complaint Handling Code and its definition of a complaint. Another case shows where we found the landlord had acted reasonably in resolving a complaint about repairs following a leak. It had acknowledged its failures and provided the appropriate redress.

In terms of the overall data for the quarter October to December 2020, the report shows that the number of enquiries and complaints is now 14% higher than the same period in the previous year, 2019-20. It is the first time we have reported an increase since the start of the Covid-19 pandemic which initially saw a significant reduction in the number of complaints we received.

We also made more decisions in this quarter compared to the last one, with an increase from 457 to 534 decisions. Our orders and recommendations following investigations made improvements for residents on 905 occasions this quarter.

We are continuing to develop these Insights reports and would very much welcome feedback on what is useful and any further aspects you would like to see included. Please use our [feedback survey](#). For landlords to register an interest in hosting a Meet the Ombudsman event email Insightreport@housing-ombudsman.org.uk. I would also encourage you to [sign up to our newsletter](#) in order to keep up to date with our news and service developments.

Richard Blakeway
Housing Ombudsman

Our work

Our role



We make the final decision on disputes between residents and member landlords. Our decisions are independent, impartial and fair.

We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

Our service is free to the 4.7 million households eligible to use it.

Our members

As at the end of March 2020

	2,303 member landlords		4.7m households
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1,904 housing associations	325 local authorities	73 voluntary members
3.2m households	1.5m households	20k households

Insight on data

Key data* on complaints October to December 2020

We received 4,132 enquiries and complaints in total:



This is an increase of just over 14% when compared to the same period the previous year, when we received 3,617 enquiries and complaints.

It is the first time in 2020-21 that the figure has increased compared to the previous year. In the first quarter of 2020-21 there had been a significant reduction in the number of complaints and enquiries received; by September it was in line with the previous year, and now it has exceeded the previous year.

An enquiry may not lead to a complaint and a complaint could be resolved by a landlord without a formal investigation by us.

Signposting

Where enquiries are about matters that are not within our remit, we will always try to direct residents to appropriate advice. During October to December 2020 we directed 425 residents to other organisations, with the most frequent ones shown below:

- Local Government and Social Care Ombudsman – 26%
- The Property Ombudsman – 23%
- Citizens Advice – 17%
- Shelter 17%




This is an increase from 227 in the previous quarter although it was the same organisations we signposted to most frequently.

* All data is provisional and subject to confirmation in the final end year figures to be published in the annual report.

What complaints are about

For the complaints received from October to December 2020, repairs was the largest category at 40% of the total number. When compared to the same period last year, the percentage of repairs complaints has decreased slightly – from 43% – but, similarly to the previous two quarters, complaints received this year in relation to tenant behaviour are slightly higher – from 11% to 13%.

The top three areas of complaint over the three-month period were:

Repairs		Tenant behaviour		Complaint handling
				
40%		13%		7%

The table below shows the split of those three complaint categories by type of landlord and size of landlord.

	Repairs	Tenant behaviour	Complaint handling
Type of landlord			
Housing associations	43%	13%	8%
Local authorities	43%	14%	8%
Size of landlord			
More than 10,000 units	44%	13%	8%
Between 1,000 and 10,000 units	41%	16%	9%
Less than 1,000 units	28%	12%	4%

Cases in our formal remit

Cases come into our formal remit when a complaint has completed the landlord's procedure and either the designated persons requirements are met or eight weeks have passed. We issue determinations (decisions) on all cases that enter our formal remit.



465 cases in

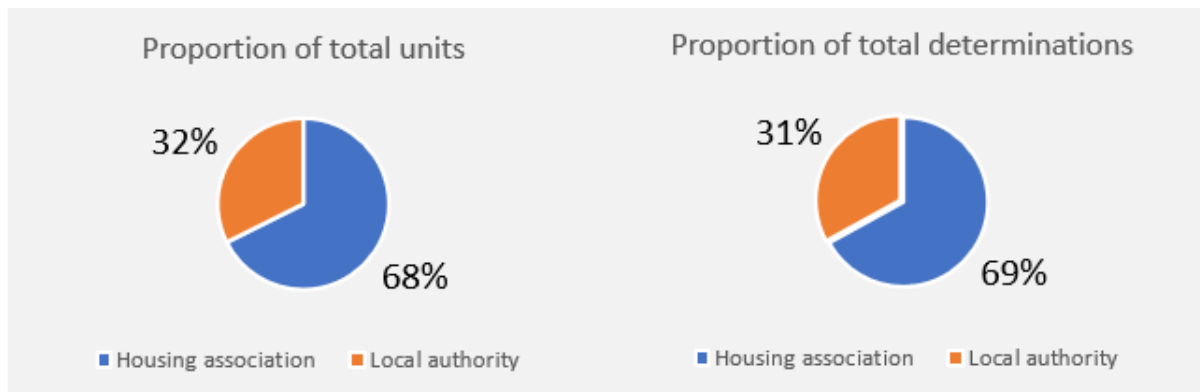


534 decisions made

For the three months October to December 2020, we made decisions on more cases than the number entering our formal remit, at 465 and 534. This is an increase from the previous quarter when 406 cases entered our formal remit and we made 457 decisions.

Breakdown by type of landlord

The percentage of determinations for the quarter split by housing associations and local authorities shows that we determined just slightly more from housing associations relative to the number of units they hold.



The split of determinations by size of landlord is:

- 7% where the landlord has less than 1,000 units
- 14% where the landlord has between 1,000 and 10,000 units
- 79% where the landlord has more than 10,000 units

Determinations issued

Cases that enter our formal remit may be resolved through mediation, where we work with complainants and landlords to try to agree negotiated solutions within a time limited procedure, or they will be investigated. Where our investigation finds evidence of failure, we will make one of the following findings:

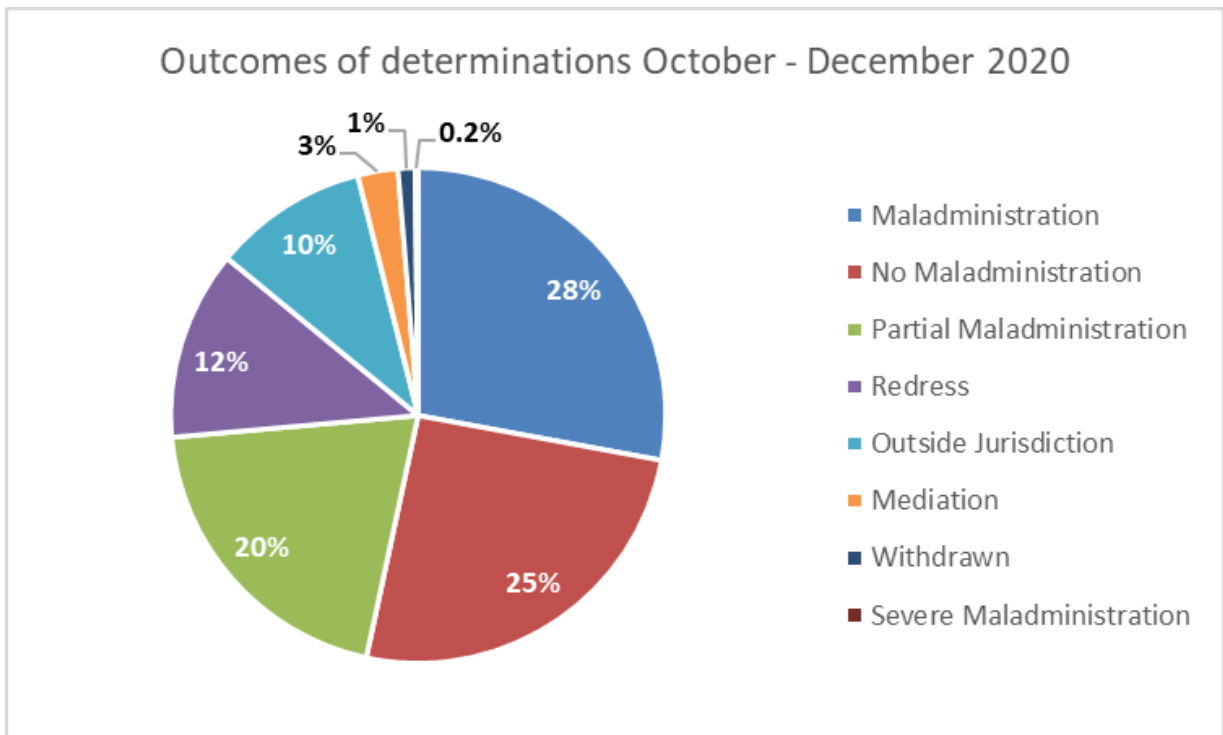
- **Maladministration** – this could be a finding of service failure, maladministration or severe maladministration, depending upon the seriousness of the failure and the impact on the resident
- **Reasonable redress** – where there is evidence of service failure or maladministration, however the landlord has identified and acknowledged

this. It has taken steps, and/or made an offer of compensation, that puts things right.

If a number of issues are raised within one complaint, we will investigate and make a finding for each issue. This may mean that there is **partial maladministration**, where maladministration is found in relation to one or more element of the complaint, but not all.

A finding of **no maladministration** is made where the evidence demonstrates that the landlord acted fairly and in accordance with its obligations and there is no evidence of any significant failing or detriment to residents.

The chart below shows the split of determination outcomes. We found full or partial maladministration in 48% of cases for the three-month period, October to December, which is the same as the last two quarters in 2020-21.



Orders and recommendations

We aim to provide fair and proportionate remedies to complaints through our orders and recommendations.



Our orders and recommendations made improvements for residents on 905 occasions between October and December 2020

Following a finding of maladministration, we may ask the landlord to put things right which will be reflected in an order. These may include:

- ensuring that repairs are done
- providing individual redress for residents, for example, an apology is made or compensation is paid by the landlord
- taking action to prevent reoccurrence such as requiring changes to landlords' policies and procedures to improve services for all residents.

Between October and December 2020, we issued a total of 905 orders and recommendations, made up of 552 orders and 353 recommendations.

The breakdown by types of orders and recommendations across the quarter is shown in the table below:

Type	Orders	Recommendations
Apology	27	4
Case review	17	4
Compensation	356	63
Other	13	45
Policy review	13	55
Process change	7	20
Repairs	45	30
Staff training	18	53
Take specific action (non-repair)	56	79
Totals	552	353

Regional data 2019-20

We are often asked for a breakdown of our data by region. Each Insight report will focus on a different group of regions and to help make it comprehensive we will provide information for the preceding financial year. For this edition, the regional data is for the year 2019-20 and covers the three areas in England of North West, North East and Yorkshire and Humber.

What complaints are about

For the year 2019-20, the three largest categories of complaints received in the three regions are shown below.

	1	2	3
North West	Repairs – 42%	Tenant behaviour – 13%	Complaint handling – 8%
North East	Repairs – 36%	Tenant behaviour – 12%	Complaint handling – 8%
Yorkshire and Humber	Repairs – 41%	Tenant behaviour – 20%	Complaint handling – 7%

In all regions, the top three categories are the same as our overall breakdown of complaints received for 2019-20 at:

1. Repairs - 38%
2. Tenant behaviour - 14%
3. Complaint handling - 12%

Where things go wrong

The categories of complaints where we made the most findings of maladministration in each region in 2019-20 are:

	1	2	3
North West	Complaint handling – 32%	Repairs – 29%	Tenant behaviour – 9%
North East	Complaint handling – 35%	Tenant behaviour – 17%	Repairs and Estate management – both 13%
Yorkshire and Humber	Repairs – 40%	Complaint handling – 26%	Tenant behaviour – 14%

Insight on individual complaints

The case studies featured have been selected to illustrate the range of findings and outcomes in our work and how lessons can be drawn from those to share more widely. They concern landlords based in the North East, North West and Yorkshire and Humber and reflect the biggest categories of complaint – repairs, tenant behaviour and complaint handling.

1. Poor record keeping found in landlord's repairs process

Complaint category: Repairs and complaint handling

Outcome: Partial maladministration

Case ref: 201903238

Mr J, a housing association tenant, reported issues with damp around his home. He also reported various repair issues, the first being a broken shower head, and then problems with the kitchen unit and waste pipe in his flat.

Although the landlord visited Mr J's home to inspect the problems with the damp, there was no record of further activity or communication beyond this. In response to the complaints about repairs, the landlord booked visits to inspect the property but was not able to gain access. Further appointments were arranged but rescheduled at short notice on two separate occasions. This caused Mr J significant disruption and distress, as he had to take several days off work.

There were some inconsistencies in the landlord's and resident's accounts of the attempted visits to the property. The landlord claimed that the operative had waited over an hour at the resident's property, while Mr J reported that he had only been given 15 minutes' notice. However, the landlord apologised for the short notice changes in two of the appointments and offered Mr J £10 for each. The landlord also apologised for not following up the dampness complaint and appointed a contractor to take the next steps.

Findings and outcome

We found that the compensation offered for missed appointments was in line with the amount offered by other landlords in similar circumstances. Regarding the lack of contact on the damp issues, the landlord acknowledged the problem and apologised, outlining next steps. In the absence of evidence of a direct impact from the delay, we found the landlord's response was a suitable remedy.

However, we found a lack of detail around missed appointments and scheduled repairs, which indicates poor record keeping in the landlord's repairs process. In addition, there was little information around the complaint itself and the actions that were taken by the landlord to address the complaint.

We ordered the landlord to pay Mr J £100 in compensation for its record keeping service failure, and £100 for its complaints handling failure.

2. Partial maladministration found in landlord's handling of heating repairs

Complaint category: Repairs and staff conduct

Outcome: Partial maladministration

Case ref: 201817294

Mr P, a local authority resident, reported ongoing problems with his boiler, which was affecting the hot water supply in his home. On one of these occasions, Mr P reported that the kitchen ceiling had collapsed from a leak. An operative attended the property and made it safe.

The landlord reported that the leak that led to the ceiling collapse was caused by the corrosion of a pipe that had been in contact with a nail in the floorboard. The landlord stated it does not usually offer compensation for 'wear and tear', however it offered to assist with redecoration. Plastering of the ceiling was scheduled for the following month but this was delayed as no asbestos check had been carried out.

Mr P submitted a complaint about delays to repairs to the boiler and the re-plastering of the ceiling. Mr P was also concerned about the state of his property after repairs were carried out, and he complained that the operatives were rude to him when he enquired about an update on repairs and gave him incorrect information.

In response, the landlord offered Mr P £50 in compensation for distress suffered by the faults with the heating system and delays with repairs, but did not uphold the complaints against staff members. The landlord also reported that staff could not gain access to the property due to Mr P's concerns about their behaviour.

Findings and outcome

The evidence shows that Mr P's concerns about the behaviour of the contractors were taken seriously, and the interviews with the plasterers are well documented. The evidence around the state of repairs was inconclusive, and we therefore considered it was reasonable that this aspect of the complaint could not be upheld in the circumstances.

On the boiler issues, we concluded that leaks were promptly repaired, and the landlord offered to pay for redecorating costs. However, the fact that asbestos testing was not carried out before redecorating meant that there was an avoidable delay. In addition, the landlord did not adhere to its timeframes for responding to Mr P, and did not always communicate when it needed additional time. In our view, the offer of £50 compensation was not adequate.

We found service failure by the landlord for the timeliness of repairs and its complaint handling. We ordered the landlord to offer Mr P £100 in compensation, and £150 for the additional delays and lack of communication.

3. No maladministration in landlord's changes to repairs policy

Complaint Category: Repairs

Outcome: No maladministration

Case ref: 201817294

The complaint concerned the landlord's decision to issue changes to its repairs policy. Ms C was an assured tenant. A new landlord had taken ownership of her property and had informed residents that it would adhere to the terms of their tenancy.

Some months after it had taken over, the new landlord wrote to residents setting out changes it had made to its repairs policy. The change related to the timing of charges for rechargeable repairs. The charge would now be payable before the repair was undertaken.

Ms C was unhappy with this change and the lack of consultation or notice. She believed the change constituted a change to the terms of her tenancy. She complained to the landlord setting out that any change in tenancy required consent of both parties. She did not consent to this change.

The landlord explained that it did not accept that the policy change amounted to a change in tenancy. The tenancy agreement stated that the landlord would reclaim the costs of any repairs or replacements resulting from damage or neglect from the tenant. This obligation had not changed.

Findings and outcome

The Ombudsman Scheme in force at the time set out the Ombudsman's jurisdiction in relation to landlord policies at paragraph 23(f):

'The Ombudsman will not investigate complaints which, in the Ombudsman's opinion concern policies which have been properly decided by the member in accordance with relevant and appropriate good practice, unless the policy may give rise or contribute to a systemic service failure.'

In this case, the landlord's strategies, policies and procedures review cycle guide provided that its rechargeable repairs policy would be reviewed every three years by its finance director and approved by its board. The landlord advised that, in addition to its finance director, *'a group of involved residents were consulted on the policy as part of the process to gain feedback prior to a final being produced'*. It also stated, as mentioned in its final decision on the complaint, that legal advice had been obtained on the changes. We were satisfied that the landlord had demonstrated that it adhered to the terms of its guidance in undertaking the review.

The tenancy agreement said that the landlord would reclaim the cost of any repairs or replacements resulting from damage or neglect of the property by the tenant. So, the policy change did not result in any changes to the terms of the Ms C's tenancy

but rather was a change as to when the charge would be made in non emergency situations. We concluded that the landlord had followed an appropriate process when reviewing its policy and introducing this change.

4. Landlords offer of compensation provided reasonable redress to resident for its failures in resolving a leak

Complaint category: Repairs

Outcome: Reasonable redress

Case reference: 201808619

Mr D, a housing association tenant, complained about the amount of compensation awarded by his landlord to resolve a complaint about the service it provided in resolving a leak.

Mr D reported a leak into his property through one of the bedroom ceilings. Following investigation, the landlord referred the matter to the National House-Building Council (NHBC) as 'a claim for investigation and resolution'. The repairs to address the leak were completed with 'some internal follow up work completed a few months later to reinstate electrics, plastering and damage to décor'.

Mr D contacted the Ombudsman and said the landlord's response to the leak had been unsatisfactory, including poor communication regarding the repairs needed and timescales. He said that while the repair was outstanding scaffolding was installed on the property for nearly a year which resulted in damage to his car as it could not be parked on the driveway due to the scaffolding being there. There was a period of approximately 16 months from when he first reported the leak and when it was resolved.

The landlord acknowledged within its complaint responses that its response to address the leak in the property was unsatisfactory, including time taken and communication. It apologised and made a final offer of £2,718.72 compensation.

Findings and outcome

Where a landlord acknowledges a service failure we will then consider whether it has provided the appropriate redress. In this case the apology was appropriate as it demonstrated that the landlord accepted responsibility for the service failure and acknowledged the impact it had on Mr D.

As Mr D had experienced financial loss (the use of two bedrooms) and inconvenience and distress due to the landlord's handling of the leak, it was appropriate that the landlord used its compensation policy. The policy sets out a formula for calculating compensation for uninhabitable rooms. The landlord applied this formula to calculate the compensation due for the loss of two bedrooms over the correct timeframe. This was appropriate.

We noted that Mr D suggested that the landlord should have based its calculation for loss of two bedrooms as loss of use of 50% of the property rather than loss of use of 29% of the property. The landlord's decision not to agree to this request was fair in the circumstances as the leak did not make the other bedrooms, lounge, kitchen or bathroom uninhabitable.

The landlord's award of compensation included £500 for inconvenience and distress. It was appropriate for the landlord to award a sum for inconvenience and distress as Mr D had been affected by the situation including use and enjoyment of the property. Whilst the landlord does not have a matrix for calculating compensation payments in recognition of inconvenience and distress, £500 was fair to recognise the severity of the situation but also taking into account that there was no on-going impact on Mr D once the leak was remedied.

It was reasonable for the landlord to advise Mr D to pursue an insurance claim for damage to his personal items, including his cars. This was supported by the terms of the tenancy and the compensation policy.

Whilst the time taken to resolve the leak into the property was unsatisfactory, and there were issues around how the landlord communicated with Mr D regarding the leak, the landlord acknowledged its service failures, apologised and offered compensation in recognition. In our opinion the landlord made an offer of redress to Mr D which resolved the complaint satisfactorily.

5. Landlord failed to deal with allegations of antisocial behaviour in accordance with its policies

Complaint category: Tenant behaviour

Outcome: Maladministration

Case reference: 202000136

The complaint concerned correspondence sent by the landlord about allegations of anti-social behaviour (ASB), and the landlord's decision not to accept the matter as a formal complaint. Ms B received two letters from the landlord informing her that it had received reports that she had used drugs within the property and communal areas, causing distress to other residents. The letter warned that the use of drugs was a breach of the tenancy conditions and could result in her tenancy being at risk.

Ms B contacted the landlord, disputed the allegations and raised concerns regarding the allegations being treated as fact. She also referred to the level of distress caused by the threats in relation to her tenancy. The landlord confirmed that it had received a report from an anonymous source about allegations of drug use at Ms B's property. Whenever such a report is received the landlord follows the same procedure by issuing a standard letter. This provides information to the resident that a report has been received, and details how any continuation of the reported behaviour might

affect their tenancy. The letter confirmed that the landlord was unable to accept the matter as a complaint as there was no evidence of any service failure.

Findings and outcome

Our [Complaint Handling Code](#) states that a complaint shall be defined as *an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents.*

The Code sets out that a landlord shall accept a complaint unless there is a valid reason not to so do and that the complaints policy shall clearly set out the circumstances in which a matter will not be considered, which should be fair and reasonable to residents.

In this instance the landlord's complaints policy did not detail the circumstances under which it would depart from its complaints procedure. As a result, it is unclear why the landlord departed from its complaints procedure when dealing with the concerns that were raised. It is noted that the landlord said it was unable to accept the matter as a complaint as it had not failed in its service but it is not clear how the landlord reached that conclusion without a formal investigation.

Given the concerns that had been raised, it would have been appropriate to issue a formal complaint response. Within this, the landlord could have provided further detail about the report it had received, and why it considered its actions in sending the letter were proportionate and appropriate in the circumstances. As a result, it missed an opportunity to resolve the matter and to engage with Ms B.

In relation to the allegation itself, the landlord confirmed that no ASB case was opened. Rather, it received one report and the letter was issued accordingly. This was not appropriate. The landlord has a duty to investigate allegations and reports of ASB; and it agrees to investigate all reports under its ASB policy. An investigation into the report would reasonably involve speaking with both the reporting party, the alleged perpetrator and considering any corroborating evidence. Once these steps have been taken, the landlord can properly decide what action, if any, it should take to stop the behaviour from recurring. If the landlord does not have sufficient evidence to corroborate the report, then it would be reasonable for no action to be taken.

The landlord was not able to demonstrate that the report was investigated prior to writing to the resident or that it had seen evidence which corroborated the report. As such, it appears that the landlord acted solely on an anonymous report it had received, without speaking to Ms B to obtain her comments. This was inappropriate and a departure from the landlord's policy.

We found maladministration and ordered the landlord to apologise to Ms B and pay her £150 compensation for the inconvenience caused.

Insight on learning

The case studies also provide an opportunity to draw lessons and share them more widely.

Treat all expressions of dissatisfaction as a complaint

Landlords should ensure that all expressions of dissatisfaction are treated as a complaint unless there is good reason not to and that this is reflected in policies. In Case 5 concerning anti-social behaviour, the landlord did not accept the resident's contact as a complaint, missing an opportunity to resolve the matter. Given the concerns raised it would have been appropriate to issue a formal complaint response. Our definition of a complaint is set out in our [Complaint Handling Code](#). The Code sets out that a landlord shall accept a complaint unless there is a valid reason not to so do and that the complaints policy shall clearly set out the circumstances in which a matter will not be considered, which should be fair and reasonable to residents.

Consider all elements of a complaint in responses and in offering redress

Landlords should consider all elements of a complaint and make sure they are all addressed in responses to the resident. In the first case on page 9 concerning various repairs, the landlord acknowledged some elements of the complaint and offered suitable redress but failed to respond on its poor record keeping and complaint handling. The same applies when making an offer to redress a service failure: all elements should be considered and clear reasoning provided for the offer. Case study 4 on page 12 is an example of good practice by a landlord on this. For helpful information see our [Policy and Guidance on Remedies](#).

Fair and reasonable departure from policies

If departing from policies landlords need to ensure that this departure is fair and reasonable to the resident. A good explanation of the reasoning should be provided. In case 5 on page 13 it is unclear why the landlord departed from its complaints policy.

Ensure policies are fair in all the circumstances

Landlords are advised to consider whether their policies are fair in all the circumstances. Many landlords offer a standard £10 for missed appointments, an amount that has not increased for over a decade. This is illustrated in the first case study on page 9 about various repairs issues.

Manage resident expectations where third parties are involved

Where third party insurers are involved, as in case 4 on page 12, landlords need to manage residents' expectations regarding timescales. Landlords should be clear

about roles and responsibilities and any intermediate actions that will be taken. If liability is denied by insurers, there may still be a complaint that needs resolving. See our [Guidance on complaint involving insurance](#).

Further information

Complaint Handling Code: For the Complaint Handling Code plus guidance and supporting information see out [website](#).

Spotlight reports: Find our latest Spotlight report on complaints about heating, hot water and energy on our [website](#), together with new webinar dates.

Feedback

We would welcome your feedback on this report. Please let us know by completing this [short survey](#) or you can email consultations@housing-ombudsman.org.uk

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