

Insight report



**Insight on data and individual cases
January to March 2021**

Including a regional focus on the Midlands and East of England

Issue 6

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Introduction

Welcome to the last of our Insight reports covering the year 2020-21 which shows a huge difference in the last quarter compared to the first in terms of our complaints data. In March 2020 we had seen a big decline in the number of enquiries and complaints we received due to the impact of the Covid-19 strict lockdown coming into force. Over the year the number gradually increased and this quarter has seen a particularly significant jump. We received 6,010 enquiries and complaints between January and March 2021, an increase of 73% compared to same quarter in the previous year. In March alone, the number of enquiries and complaints was 2,447 compared to 960 in 2019-20. These volumes may be the new normal.

More cases came into our formal remit for investigation, increasing from 430 in January to March 2020 to 675 for the same three months this year. We also made decisions on more cases at 640 compared to 505 in the same period last year.

This issue is also the second of our Insight reports with a regional focus in addition to our regular data analysis. This time it covers the East Midlands, West Midlands and East of England. As in the last report, we have selected case studies about landlords in those three regions based on the top three areas of complaint which are repairs, tenant behaviour and complaint handling. The case studies also provide an opportunity to draw lessons and share them more widely.

A number of cases show landlords responding to issues during the Covid-19 pandemic. The learning highlights an important lesson that communication is key. Our Complaint Handling Code states that landlords should keep residents regularly updated and informed even where there is no new information to provide. In one case featured about a repairs issue relating to damp and mould, the landlord failed to keep the resident informed so he contacted other agencies including the Ombudsman service and then also failed to keep those agencies informed. We made a finding of service failure.

Another learning point related to our Code is about giving review requests full consideration. The Code is clear that landlords shall operate a two-stage complaint policy, with three stages being acceptable in exceptional circumstances. When submitting a complaint, residents always have the right to request a review of the outcome if they remain dissatisfied. In one of the cases, the resident requested a review of their complaint about issues following a gas safety check but the landlord did not respond to the concerns raised, simply stating it had already provided a detailed response.

In a case concerning noise nuisance, we found the landlord had taken reasonable steps to investigate the allegations and seek corroborative evidence in line with its policy.

The publication of Insight reports coincides with regional 'Meet the Ombudsman' events. The event for the three regions in this report is being held later in the year and a landlord has agreed to host an event in the South West for our next report. We are keen to plan more. For landlords to register an interest in hosting a Meet the Ombudsman event email Insightreport@housing-ombudsman.org.uk.

We always welcome feedback on these Insights reports to hear what you find useful and any further aspects you would like to see included. Please use our [feedback survey](#). I would also encourage you to sign up to our enewsletter 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 2021

	2,316 member landlords		4.7m households
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1,916 housing associations	329 local authorities	71 voluntary members
3m households	1.6m households	30k households

Insight on data

Key data* on complaints January to March 2021

We received 6,010 enquiries and complaints in total:



This is a marked increase of 73% compared to the same period last year, when we received 3,482 enquiries and complaints. In March 2020 we had seen a decline in the number of enquiries and complaints received due to the impact of the Covid-19 lockdown coming into force. Over the year the number of enquiries and complaints gradually increased and by September was in line with the previous year. Since then the number has exceeded the previous year, with this quarter being a particularly significant jump. In March alone, the number of enquiries and complaints was 2,447 compared to 960 in 2019-20.

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 January to March 2021, we directed 989 residents to other organisations, with the most frequent ones shown below:

- Local Government and Social Care Ombudsman – 32%
- The Property Ombudsman – 21%
- Citizens Advice – 21%
- Shelter 13%




This is an increase from 425 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 January to March 2021, repairs was the largest category at 45% of the total number. When compared to the same period last year, the percentage of repairs complaints has decreased very slightly from 47% but, similarly to the previous two quarters of this year, complaints in relation to tenant behaviour are slightly higher at 13% over January to March 2021 compared to 11% for the same period in 2019-20.

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

Repairs		Tenant behaviour		Complaint handling
				
45%		13%		11%

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

<i>Type of landlord</i>	<i>Repairs</i>	<i>Tenant behaviour</i>	<i>Complaint handling</i>
Housing associations	45%	13%	11%
Local authorities	46%	15%	11%
<i>Size of landlord</i>			
More than 10,000 units	46%	13%	11%
Between 1,000 and 10,000 units	43%	14%	12%
Less than 1,000 units	38%	13%	14%

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.



675 cases in

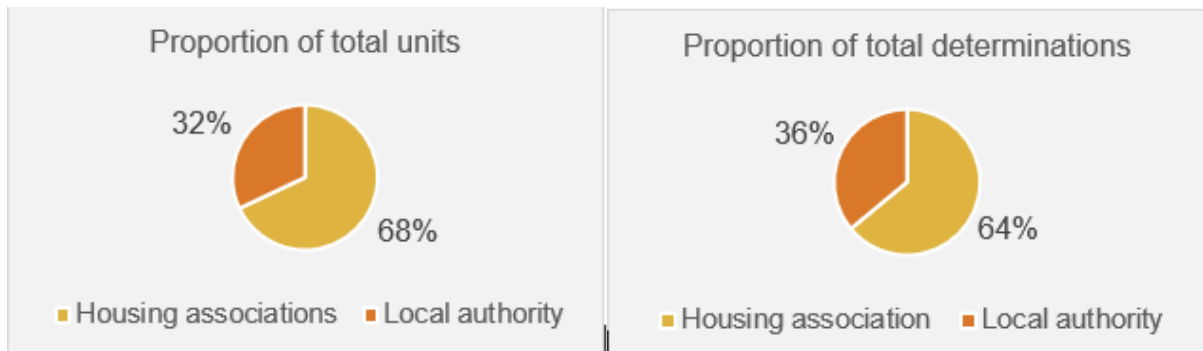


640 decisions made

For the three months January to March 2021, 675 cases entered our formal remit, compared to 430 in the same period last year. Of the cases that entered our formal remit we made determinations on 640 cases, compared to 505 last year.

Breakdown by type of landlord

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



The split of determinations by size of landlord is:

- 6% where the landlord has less than 1,000 units
- 21% where the landlord has between 1,000 and 10,000 units
- 73% where the landlord has more than 10,000 units

Determinations issued

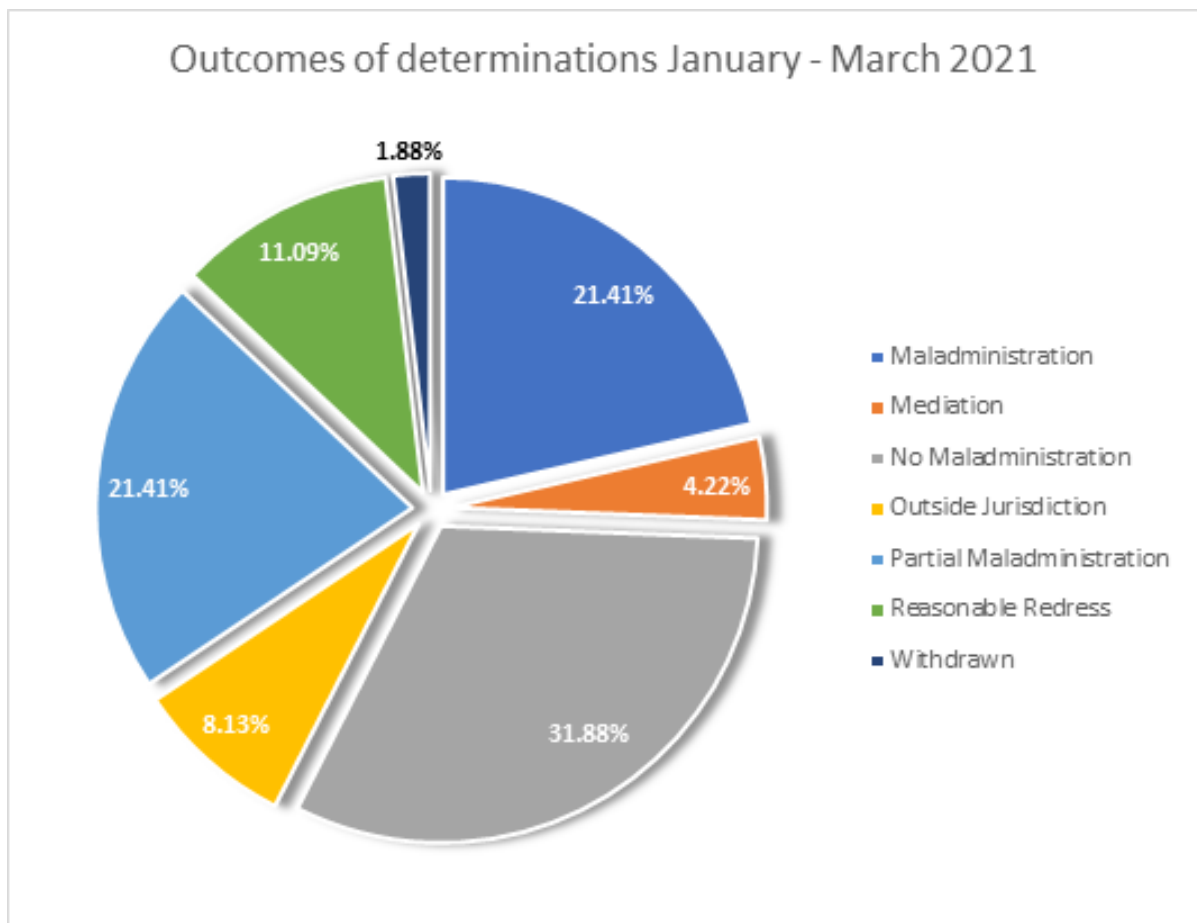
Cases that enter our formal remit may be resolved through mediation, where we work with complainants and landlords to try to agree negotiated solutions within a time limited procedure, or they will be investigated. Where our investigation finds evidence of failure, we will make one of the following findings:

- **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 43% of cases for the three-month period, January to March 2021. That compares to 48% in the previous three months.



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 1,030 occasions between January and March 2021

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 January and March 2021, we issued a total of 1,030 orders and recommendations, made up of 575 orders and 455 recommendations.

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

Type	Orders	Recommendations
Apology	24	2
Case review	21	13
Compensation	399	101
Other	14	60
Policy review	6	62
Process change	3	35
Repairs	37	32
Staff training	9	54
Take specific action (non-repair)	62	96
Totals	575	455

Regional data 2019-20

We are often asked for a breakdown of our data by region. Each Insight report now focuses 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 of East Midlands, East of England and West Midlands.

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
East Midlands	Repairs – 41%	Tenant behaviour – 14%	Complaint handling – 7%
East of England	Repairs – 39%	Tenant behaviour – 16%	Complaint handling – 8%
West Midlands	Repairs – 42%	Tenant behaviour – 12%	Complaint handling – 8%

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
East Midlands	Complaint handling – 33%	Repairs – 28%	Tenant behaviour and home ownership Issues (not new build) – both 11%
East of England	Repairs – 36%	Complaint handling – 27%	Tenant behaviour – 9%
West Midlands	Repairs – 35%	Complaint handling – 34%	Tenant behaviour – 9%

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 East Midlands, East of England and West Midlands and reflect the biggest categories of complaint – repairs, tenant behaviour and complaint handling.

1. No maladministration found in landlord's handling of reports of noise nuisance

Complaint category: Tenant behaviour

Outcome: No maladministration

Case ref: 202006171

Over a period of 10 days Mr D made at least five complaints about the level of noise being made by his neighbour's children. He sent his landlord, a housing association, several noise recordings in support of his allegations.

The landlord suggested to Mr D that the noise he was experiencing was due to people working from home and children being off school because of the Covid-19 pandemic. However, the landlord did speak with the neighbour regarding the noise on at least three occasions and requested that they try to keep the noise to a minimum and be mindful of people working from home. The neighbour denied the allegations.

Mr D made a formal complaint due to experiencing noise nuisance daily. The landlord wrote to all the residents in the block asking that people were considerate of their neighbours while people were staying in their homes. The landlord asked Mr D to speak to environmental health about recording equipment to evidence the noise. He refused to request noise recording equipment on the basis that he was working from home and discussing sensitive information.

In its final response the landlord reiterated its view that the noise Mr D complained about was a direct result of the quarantine measures in place and therefore it expected the situation to improve as restrictions were eased. The landlord confirmed that the evidence supplied by Mr D did not demonstrate that the noise was deliberate or excessive. The landlord also confirmed it had spoken with other neighbouring properties and no concerns regarding noise nuisance had been raised. Finally, the landlord offered mediation services to support Mr D and his neighbour.

Findings and outcome

The landlord took reasonable steps to investigate the allegations and seek corroborative evidence in line with its policy. However, without evidence in support of the allegations, the landlord could not take any formal action against Mr D's neighbour. It took steps to improve the situation by speaking with the neighbour

concerned, writing to all the residents in the block and in offering mediation services to Mr D and his neighbour. We concluded that the landlord had acted reasonably in its handling of reports of antisocial behaviour.

2. Service failure found in landlord's handling of reports of damp and mould

Complaint category: Repairs – damp and mould

Outcome: Service failure (maladministration)

Case ref: 202001018

Mr L complained about mould in the property and the housing association landlord noted an inspection for rising damp was required. Repairs records indicate Mr L had reported similar issues before and the landlord had previously completed works at his property, but the problem had returned. Mr L submitted a complaint as the landlord did not give him an appointment for the inspection.

The landlord responded to Mr L advising an independent survey was required and following the report, it would act on any recommendations. On attending to inspect the property, the independent company advised the landlord a more detailed inspection was needed. Mr L reported the issue to the local authority environmental health team, who wrote to the landlord requesting additional information on at least three occasions.

Mr L contacted our service on several occasions as he had not received a response from the landlord. The landlord advised it was trying to arrange for a surveyor to attend but was experiencing delays due to the Covid-19 pandemic. The report following the inspection stated works to the ground floor of the property were required, which would require a lengthy decant of the resident. The report recommended Mr L was permanently decanted. Mr L contacted us about a month later to advise that whilst the landlord had accepted there was a structural issue, he had not heard anything further from the landlord. Approximately one month later the landlord confirmed to us that a management move had been approved and a property was being sought.

Findings and outcome

The evidence shows Mr L had been experiencing problems with damp and mould for a significant period and previous works by the landlord to resolve the issue had been unsuccessful. There was a significant delay between Mr L reporting the issue and the landlord completing an inspection, and not all the delay can be attributed to the Covid-19 pandemic.

The landlord also failed to keep Mr L informed, resulting in him approaching other agencies, including the Ombudsman service. The landlord also failed to keep these agencies informed. Whilst the landlord did arrange a management move for Mr L, we found it failed to satisfactorily investigate the issues at the earliest opportunity, to

provide clear and timely communication with the resident, further inconveniencing the resident and it did not provide adequate redress for failing to meet its service standards.

We found service failure by the landlord and ordered it to pay £300 in compensation.

3. Service failure found in landlord's handling of repairs to the gas fire and its handling of the subsequent complaint

Complaint category: Repairs – heating and hot water; and complaint handling

Outcome: Service failure (maladministration)

Case ref: 201915233

Ms R submitted a complaint to her local authority landlord following a gas safety check at the property which resulted in the gas fire in the lounge being capped due to a leak. Ms R alleged that the engineer had broken the pipe when trying to remove it from the gas meter and he advised her that he would order a replacement pipe. Ms R stated she contacted the landlord the following day and was advised a contractor would attend the next day, but she alleged no one arrived. A contractor attended two days later and replaced the restrictor but noted a re-pipe was required. The landlord explained that the contractor marked the job as complete in error and therefore it was not identified as needing a follow-on call until Ms R called to chase it up. The landlord arranged for its contractor to attend to complete the repair but on attending identified that a longer appointment was required due to the job requiring a re-pipe.

In its first stage response the landlord apologised that the standard of service provided did not meet its expected level. It explained contractors were aware of the need to contact residents in the event of non-attendance and the manager had been made aware of the issues to try and prevent this reoccurring. Additionally, the contractor apologised for the missed appointments and explained that further work had been required following the restrictor being fitted. The landlord stated the repair had been completed in December.

Ms R requested a review of the decision in January. She stated that a restrictor had not been fitted contrary to what the landlord had stated in its first stage response and that three appointments had been missed. The landlord responded stating it had already provided a detailed response and a full apology and reiterated that the repair had been completed in December. It apologised for the inconvenience.

Findings and outcome

We found that the repair to Ms R's fire was delayed, appointments were missed, and she had to chase the landlord several times. We also identified that contrary to the landlord's records, Ms R did not have a source of heating to the living room for three

weeks. In respect of the landlord's complaint handling, we found its response to the formal complaint was poor and Ms R's escalation request was not considered, despite the discrepancies that she had raised.

We found service failure in the landlord's handling of the repairs and its handling of the complaint and ordered the landlord to pay Ms R £225 in compensation.

4. Service failure found in landlord's handling of repairs to plaster work, the bathroom and mould growth

Complaint category: Repairs – bathroom, damp and mould

Outcome: Service failure (maladministration)

Case ref: 202003643

Ms G submitted a complaint to her local authority landlord about the condition of plaster on several walls and ceilings, the condition of the bath and mould growth in the living room. She stated that shortly after moving into the property she began stripping wallpaper and the plaster started coming away from the wall. Due to the extensive work required Ms G had to remain in her previous property and pay rent on both properties. She also stated the bath was cracked and the taps were leaky and lacking chrome. Finally, Ms G stated that although the landlord had applied mould treatment to the wall, she was concerned the ground outside her property was above the damp course and so the damp may return.

In its response the landlord stated Ms G did not meet its decanting criteria for rent credits to cover the time she stated she was unable to live in the property. It had not been able to ascertain the condition of the plasterwork during the void works and although it had completed a soundness test, it can be inconclusive. The landlord apologised for the delay and inconvenience caused by the condition of the bath and advised it had initiated an internal investigation to prevent similar problems occurring in the future. The landlord also explained that it does not carry out external works whilst a property is void unless it affects safe ingress and egress. The landlord stated that it would complete a boundary check and reduce the ground levels to the front gable end wall of the property.

Findings and outcome

We found that the landlord took an unreasonable amount of time to replace the bath and although it had apologised for the delay and inconvenience and explained it had raised the issue with the relevant team, it did not provide an update on the replacement or an approximate date of completion.

We found that the landlord responded appropriately to Ms G's initial reports of mould in the living room and to her concerns that it was caused by the ground levels at the gable end of her property. Again, we found communication failures because the landlord did not provide her with an approximate timescale for completion, and it did

not explain whether the mould was caused by the ground level following the inspection.

In relation to the plaster work, we found the landlord completed the repairs within a timely manner and in line with its policy and that its explanation regarding why it had not previously identified the issue was reasonable. Whilst we considered the landlord was entitled to conclude Ms G did not meet its rent credits criteria, we found it would have been reasonable for the landlord to compensate her for the distress and inconvenience caused by the plastering works.

We found service failure for all aspects of the complaint and ordered the landlord to pay £250 in compensation. We also ordered the landlord to provide Ms G with approximate timescales of when the works to lower the ground level would be completed and to provide an explanation as to whether this was a contributory factor to the mould growth.

5. Landlord delays in dealing with scaffolding and handling repairs

Complaint category: Repairs – roof; and complaint handling

Outcome: Partial maladministration

Case ref: 202007918

Ms T raised a repair with the local authority landlord about the guttering at her property. Following an inspection, the landlord identified that substantial works were needed including new gutters, fascia and soffits which would require scaffolding. Due to a scaffolding shortage, the landlord was not able to begin addressing the issue until approximately eight months later. Following completion of the works, the landlord conducted an inspection and found the works to be of poor standard. It advised Ms W it would arrange for a different contractor to complete any remedial works. A contractor attended and made the roof safe, but due to the Covid-19 pandemic, no further appointments could be made at that time.

Ms T complained that she had had scaffolding in her yard for over six weeks, which restricted her use of the garden. She also complained of loose tiles on the roof and damage to the bathroom extractor fan cover. The landlord responded the same day advising that it was unsure how long the scaffolding would be in place due to the national lockdown but confirmed it would set a date with her as soon as practical. The landlord also advised Ms T that the roof tiles were in fact secure but the cement used to hold them down was a mess and it would get the contractor to make it neater. Ms T remained dissatisfied with this and asked for her complaint to be escalated.

In its response the landlord acknowledged that the guttering works had not been completed to a satisfactory standard and that there had been significant delays. It assured Ms T the works would be completed by the contractor in due course. Whilst asbestos containing materials had been identified during the guttering works, the landlord had arranged for a specialist contractor to attend and the issues had been dealt with in line with its asbestos policy and guidance from the Health and Safety Executive. It confirmed that the scaffolding would be removed when the guttering work was completed. The damage to the windows and windowsills had been referred to its contractors. The landlord acknowledged the effect the works had had on Ms T and highlighted extensive delays due to the national lockdown. The scaffolding was removed a year after the resident first reported the guttering to the landlord.

Findings and outcome

We found that the landlord responded appropriately to the identification of asbestos and Ms T's reports of damage to her windowsills. The landlord also handled Ms T's complaints in line with its policy.

However, we found that there was an extensive delay following Ms T's initial report about the guttering due to the shortage of scaffolding and that the work by the initial first contractor was not completed within the timeframe in its policy. Whilst the landlord apologised for the substandard work of its contractor, it did not offer any compensation for the delay this caused. When the works were impacted by Covid-19, the landlord appropriately conveyed information about the lockdown and the impact on the works to Ms T's property and its response at this stage was acceptable in the circumstances.

We also found that the landlord failed to take a resolution focused approach to the scaffolding shortage and did not seek alternative contractors to complete the work which caused significant delays. However, once the works were completed post lockdown, the scaffolding was removed within a week. Whilst it would have been appropriate for the landlord to offer Ms T some compensation for the initial delay, the delay in removing the scaffolding was acceptable in the circumstances and the scaffolding was removed as soon as practical once the work was complete.

We found service failure in respect of the landlord's handling of repairs to the gutter, roofline and tiles, and for the delays in erecting the scaffolding. We ordered the landlord to pay Ms T £160 in compensation. We found no maladministration in respect of the landlord's handling of asbestos, the damage to the windowsills and its complaint handling.

Insight on learning

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

Communication is key

Landlords should provide regular updates to keep residents and any other agencies involved in the case informed. Failure to keep residents informed can result in them contacting other agencies to progress the matter, which can result in additional work for the landlord. In case 2, the resident escalated the matter to the local authority and to the Ombudsman and both agencies subsequently contacted the landlord several times. The landlord also failed to update the local authority and the Ombudsman service. The Complaint Handling Code states landlords should keep residents regularly updated and informed even where there is no new information to provide.

The importance of accurate record keeping

Landlords should ensure that information entered onto their systems by staff or contractors is accurate. In case 3, despite the initial contractor identifying that a new pipe was required, when the second contractor attended, he was unable to complete the work because he had not been allocated enough time to complete it. The job was then incorrectly marked as complete which meant the landlord was not aware the work was still required until the resident called to chase it. The landlord had also incorrectly recorded that the matter had been resolved and that the resident had a source of heating, which impacted on its decision about the complaint. If the landlord's records had been accurate, the resident's issue may have been resolved much earlier and she may not have submitted a complaint.

Give review requests full consideration

The Complaint Handling Code is clear that landlords shall operate a two-stage complaint policy, with three stages being acceptable in exceptional circumstances. When submitting a complaint, residents always have the right to request a review of the outcome if they remain dissatisfied. The review process gives residents the opportunity to challenge any decision by correcting errors and sharing concerns. It is important that landlords approach reviews with an open mind and give them full consideration. In case 3, the resident requested a review and challenged the landlord's version of events. The landlord did not respond to the concerns raised by the resident in her review, simply stating it had already provided a detailed response and an apology and reiterated that the repair had been completed, despite the resident challenging this.

Thoroughly investigate issues when they are raised

When residents raise repair issues, the landlord should ensure the matter is thoroughly investigated so that it can be resolved at the earliest opportunity. In case 2, the resident had been complaining about the same or similar issues for several years. Whilst the landlord had taken some remedial action, the issue repeatedly reoccurred. Only after the resident had submitted a complaint and escalated the

matter to the local authority and the Ombudsman did the landlord arrange for a detailed inspection. This inspection identified structural issues which eventually resulted in the resident being permanently moved. If the landlord had thoroughly investigated the issue earlier, it may not have progressed to the resident requiring a permanent move and even if a permanent move was unavoidable, the resident would have been moved to a more suitable property earlier.

Further information

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

Spotlight reports: Find our latest Spotlight report on complaints about cladding, together with previous issues on our [website](#).

Decisions: See the [Decisions](#) section of our website for reports on individual determinations that are now published every two weeks.

Feedback

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

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