

Insight report



**Insight on data and individual cases
April to June 2021**

Including a regional focus on the South East and South West

Issue 7

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Introduction

This is our first Insight report for 2021-22, covering April to June 2021, and shows that demand for our service continues to increase. There was a 21% increase in the volume of incoming enquiries and complaints compared to the previous quarter. We received 7,276 enquiries and complaints between April and June, up from 6,010 between January and March 2021.

Compared to the same quarter in 2020, the volume has gone up by 230% however between April and June 2020 we had experienced a reduction due to the Covid-19 lockdown coming into place. There was a drop of 41% in the enquiries and complaints received then compared to 2019. Over the course of 2020-21 the numbers picked up and then exceeded the previous year's figures for each quarter.

We also made more decisions on cases in our formal remit in this quarter compared to the same quarter in the previous year, with an increase from 544 to 576. We found full or partial maladministration in 42% of cases during this quarter, and our orders and recommendations following investigations made improvements for residents on 970 occasions.

Continuing with our regional focus, this report provides data for the South East and South West, together with six cases concerning landlords in those areas. The cases are drawn from the top three categories of complaints in those regions – property condition, complaint handling and anti-social behaviour.

Two cases of anti-social behaviour show one where we found a landlord had responded promptly to reports of harassment and followed its anti-social behaviour procedure so there was no maladministration. In another we found maladministration in the landlord's poor communication with the resident following reports of anti-social behaviour and considerable delays in responding at both stages of the complaints procedure.

As further illustrations of the range of outcomes on our decisions, one case featured highlights the impact of our mediation process where, with the agreement of the landlord and resident, we assist them in reaching an agreement without the need for a formal investigation. Following discussions on a complaint about boiler repairs, the landlord apologised and agreed to increase its compensation offer as requested, which the resident accepted and the case was closed. We make a finding of 'reasonable redress' where there is evidence of service failure but the landlord has acknowledged it and taken steps to put things right. This happened in a case about fencing repairs where the landlord's overall response to the complaint provided reasonable redress for its earlier failures.

The cases selected also enable us to draw lessons so they can be shared more widely across the sector. For example, landlords need to ensure that any action needed in anti-social behaviour cases is taken promptly and the resident is updated as they are often under stress and sometimes living in fear. A further lesson is to

consider our offer of mediation where there may still be a realistic prospect of resolving a complaint without carrying out a full investigation as it can help to restore a more trusting landlord-resident relationship.

Our next Meet the Ombudsman event follows the publication of this report and I am grateful to Cornwall Council for hosting it and giving residents in the area an opportunity to ask questions direct. This is part of our increasing engagement with residents to help raise awareness and understanding of our service. We are keen to plan more events so any landlords interested in hosting a Meet the Ombudsman event should 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



1,916 housing associations	329 local authorities	71 voluntary members
3m households	1.6m households	30k households

Insight on data

Key data* on complaints April to June 2021

We received 7,276 enquiries and complaints in total:



This is a 21% increase in enquiries and complaints compared to the previous quarter. We received a total of 6,010 between January and March 2021.

Compared to the same quarter in 2020, the volume has gone up by 230% however between April and June 2020 we had experienced a reduction due to the Covid-19 lockdown coming into place. There was a drop of 41% in the enquiries and complaints received then compared to 2019. Over the course of 2020-21 the numbers picked up and then exceeded the previous year's figures for each quarter. That includes the 73% increase reported in the last Insight report covering January to March 2021.

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 April to June 2021, we directed 1,425 residents to other organisations, with the most frequent ones shown below:

- Local Government and Social Care Ombudsman – 28%
- The Property Ombudsman – 21%
- Citizens Advice – 12%
- Civil Legal Advice -12%
- Shelter 11%

This is an increase from 989 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

The complaint categories we use provide insight into the types of issues residents are experiencing. From April 2021 we have made some slight adjustments on how those are recorded to make them clearer eg changing tenant behaviour to anti-social behaviour.

For the complaints received from April to June 2021, property condition (previously shown as repairs) remained the largest category at 45% of the total number. The top three areas of complaint shown below are the same as the previous quarter in almost identical proportions.

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



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

Type of landlord	Property condition	Anti-social behaviour	Complaint handling
Housing associations	45%	13%	11%
Local authorities	46%	14%	11%
Size of landlord			
More than 10,000 units	45%	13%	12%
Between 1,000 and 10,000 units	44%	15%	10%
Less than 1,000 units	47%	12%	9%

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.

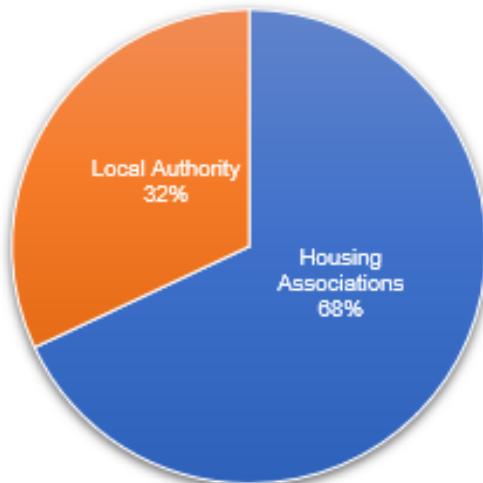


For the three months April to June 2021, 687 cases entered our formal remit, compared to 505 in the same period last year. Of the cases that entered our formal remit we made determinations on 576 cases, compared to 544 last year.

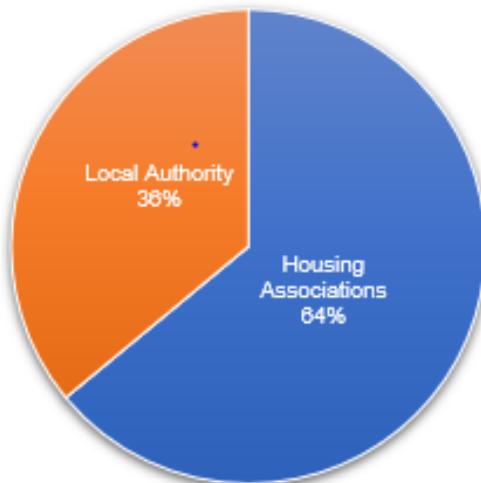
Breakdown by type of landlord

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

Proportion of total determinations



Proportion of total units 2020-21



The split of determinations by size of landlord is:

- 7% where the landlord has less than 1,000 units
- 19% where the landlord has between 1,000 and 10,000 units
- 74% 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:

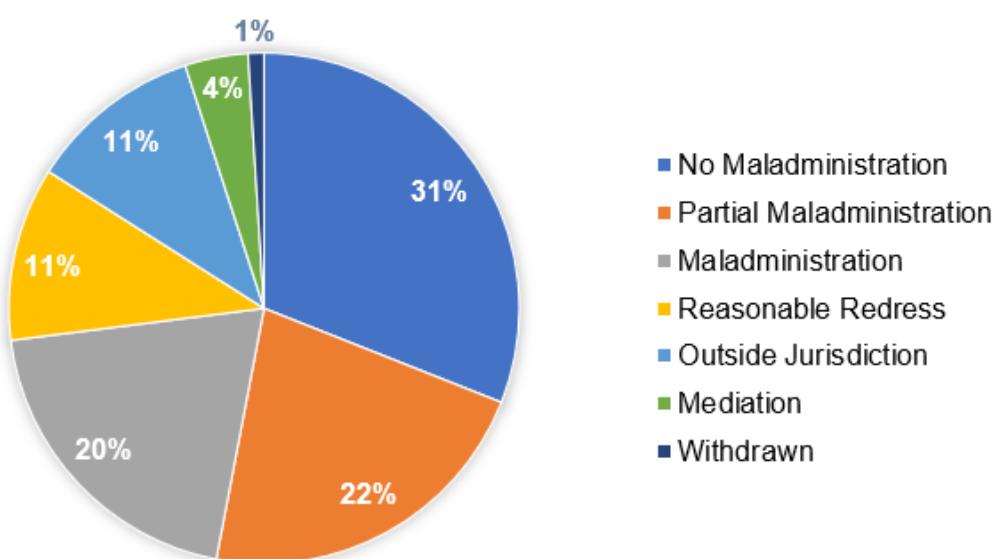
- **Maladministration** – this could be a finding of service failure, maladministration or severe maladministration, depending upon the seriousness of the failure and the impact on the resident
- **Reasonable redress** – where there is evidence of service failure or maladministration, however the landlord 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 42% of cases for the three-month period, April to June 2021. That compares to 43% in the previous three months.

Outcomes of determinations April to June 2021



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 970 occasions between April and June 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 April and June 2021, we issued a total of 970 orders and recommendations, made up of 560 orders and 410 recommendations.

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

Type	Orders	Recommendations
Apology	28	1
Case review	22	25
Compensation	402	98
Other	9	60
Policy review	7	35
Process change	2	28
Repairs	25	25
Staff training	7	35
Take specific action (non-repair)	58	103
Totals	560	410

Regional data 2019-20

We are often asked for a breakdown of our data by region. Each Insight report 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 southern regions of England.

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
South East	Property condition 33%	Complaint handling 27%	Tenant behaviour 13%
South West	Complaint handling 42%	Property condition 15%	Tenant behaviour 15%

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

1. Property Condition - 34%
2. Tenant behaviour - 15%
3. Complaint handling - 9%

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
South East	Property condition 33%	Complaint handling 27%	Tenant behaviour 13%
South West	Complaint handling 43%	Property condition 15%	Tenant behaviour 15%

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 South East and South West regions and reflect the biggest categories of complaint – property condition, anti-social behaviour and complaint handling.

1. Poor communication and complaint handling by landlord in anti-social behaviour case

Complaint categories: Anti-social behaviour and complaint handling

Outcome: Maladministration

Case ref: 202003640

Ms C made reports of anti-social behaviour (ASB) to her local authority landlord. She said that two neighbours had made threats against her and her family, which included four children, two of whom had additional needs. The neighbours made counter-allegations against Ms C.

Four months later, Ms C made a formal complaint because, despite completing incident logs, she said the landlord had not responded or taken any action. The landlord and the police then made joint visits to all the parties, but in the following weeks Ms C reported further incidents and again complained about a lack of response from the landlord, including no offer of support or mediation.

The following month the landlord offered mediation to Ms C and her neighbours. This led to an Acceptable Behaviour Contract being agreed, but Ms C soon reported that the neighbours had breached the agreement in several ways, including coughing and spitting at her and her children during the Covid-19 pandemic.

In its final response to Ms C's complaint, the landlord said that all three households had made allegations of ASB against each other, but it had no independent evidence to establish who was at fault. Ms C complained to the Ombudsman about the landlord's ineffective response to the ASB and the time it had taken.

Findings and outcome

We found maladministration in the landlord's response to the ASB. Although its responses to Ms C's reports were not biased in favour of one party over another, its communication with Ms C was poor. It failed to keep her updated or explain its decisions. It also failed to consider offering Ms C and her family additional support and did not inform her of a case manager's withdrawal from the case and of alternative contact arrangements.

There was also maladministration in the landlord's complaint handling, with considerable delays in responding at both stages of the complaints procedure. The final response failed to consider the landlord's earlier complaint handling delays or its poor communication and did not provide appropriate redress. Ms C was also incorrectly signposted to the Local Government and Social Care Ombudsman instead of the Housing Ombudsman.

We ordered the landlord to pay Ms C £350 compensation for its communication failures when responding to the ASB and a further £350 for its poor complaint handling. We recommended that the landlord contact Ms C to explore what further support she might need.

2. Landlord responded appropriately to reports of anti-social behaviour

Complaint category: Anti-social behaviour - harassment

Outcome: No maladministration

Case ref: 202011966

Ms R reported to her local authority landlord that she was being targeted and harassed by other residents. In particular, she said that her car had been vandalised, shoes had been stolen from her doorway, residents were parking in the wrong bays and neighbours were leaving communal doors open.

Ms R also said she was being blamed for a social media post regarding her neighbours and, as a result, the police had visited her. She felt threatened, but did not provide details of who was involved or what had been said to her. The landlord received reports from other residents that Ms R was photographing them, which Ms R denied.

The landlord discussed the incidents with Ms R and advised her to report the vandalism and theft to the police. It also reported all the incidents to the local authority's central anti-social behaviour team and advised Ms R to report any further problems to that team.

Ms R made a formal complaint about the landlord's response, which she did not think recognised the impact the incidents were having on her. She said that she wished to be moved because of the harassment.

In its response to the complaint the landlord set out the actions it had taken, including referring Ms R to the police; writing to residents about leaving the communal doors open and the parking issues; and employing a parking enforcement company. It explained that it had looked into the allegations made against Ms R but would be taking no further action and had closed the case against her.

Ms R asked to escalate her complaint. She also sent the landlord a video of a recent altercation, as evidence that she was being harassed by neighbours.

In its final response, the landlord again set out the actions it had taken and explained that it had reviewed the video and was not satisfied that it showed evidence of harassment. It had liaised with the police about the vandalism but noted that other residents' cars had also been damaged, indicating that Ms R may not have been personally targeted.

The landlord also noted the volume of contact it had received from Ms R over a short period, despite responses having been given to the points she was raising. It explained that it had appointed a single point of contact for her to liaise with, and set a limit on the number of emails and calls she could make.

Findings and outcome

We found that there was no maladministration by the landlord as it had responded promptly to Ms R's reports of harassment; followed its anti-social behaviour procedure; and provided a reasonable and proportionate response. It liaised appropriately with the police and kept the resident updated. It acknowledged Ms R's concern regarding allegations made against her, but sought to reassure her that it was taking no further action.

3. Landlord should have done more to help resident stay in flat following leak

Complaint categories: Property condition (repairs – leaks and floods) and complaint handling

Outcome: Maladministration

Case ref: 202004732

Mr L, a housing association tenant, reported a 'flood' in his kitchen and living room, apparently caused by a blockage in the pipework. The landlord initially treated this as a routine repair as there was no leak, but upgraded this to an 'emergency repair' when Mr L reported the same problem three days later.

A drainage company visited and believed it had cleared the blockage, but the problem soon recurred. Mr L, who has a number of medical conditions and limited mobility, decided he had no option but to go and stay with his parents until the problem was resolved.

The landlord made several inspections of the pipework in the flat and in the property above, but after five weeks it had still not found the cause of the problem. Mr L made a formal complaint about the time taken; he explained that he was still paying rent but felt unable to live in his home as he was disabled. The landlord provided a verbal response to the complaint, agreeing to investigate the delay and resolve the problem as soon as possible.

The landlord sought access to other neighbouring properties to find the cause of the blockage, which caused further delays. It was another 13 weeks before the landlord was able to fully resolve the issue and carry out consequential repairs in Mr L's flat.

In its final response to Mr L's complaint, the landlord offered him a £250 'goodwill gesture'. It considered that the complexity of diagnosing the problem had contributed to the time taken. It said that the flat had not been uninhabitable and it had been Mr L's decision to leave.

Findings and outcome

We noted that the landlord initially responded in line with its repairs policy and the issue was unusually complex. However, we found maladministration because the landlord failed to adequately consider whether Mr L ought to move out or what could be done to help him stay and avoid the inconvenience and expenses he incurred.

We also found maladministration for poor complaint handling. The landlord failed to provide an appropriate written response to the formal complaint; took too long to issue its final review; and its offer of compensation did not have regard to all the relevant factors.

We ordered the landlord to refund the £1,280 rent which Mr L had paid to his parents (on receipt of evidence that this was paid) or refund him the rent paid for his flat while he was absent. We also ordered the landlord to pay Mr L £700 compensation, instead of its earlier offer of £250, and explain what evidence it required should he wish to reclaim other expenses and how to make an insurance claim.

We recommended that the landlord should ensure its staff are aware of the Ombudsman's [Complaint Handling Code](#) and the need to provide a complainant with the written outcome of their complaint at each stage of the process.

4. Landlord and resident resolve boiler complaint with Ombudsman's assistance

Complaint category: Property condition (repairs - heating and hot water)

Outcome: Mediation

Case ref: 202012675

Mr B, a housing association tenant, reported that he had no heating or hot water due to a faulty boiler. The boiler repairs were completed eight days later and Mr B then made a formal complaint about the time taken.

In its response to the complaint the landlord explained that for the first four days after the repair was reported it could not visit Mr B as his family were self-isolating due to the Covid-19 pandemic. It had delivered temporary heaters and made a visit as soon

as the isolation period had ended. However, a follow-up appointment was required to fit a part and this delayed the repair for a further three days.

The landlord apologised for the lack of heating and hot water but explained that it had followed the risk assessment in place to ensure the safety of its staff. It offered Mr B the £20 he had requested as reimbursement for the cost of running the temporary heaters.

Mr B complained to the Ombudsman as he felt dismissed by the landlord and did not consider the compensation to be adequate. He wanted the landlord to be sincere in its apology and increase its offer of compensation to £107, which was equivalent to a week's rent.

We wrote to Mr B and the landlord and explained that the Ombudsman could resolve the complaint either through an investigation, or through mediation, where the parties reach an agreement with our assistance but without the need for a formal investigation. We explained that our mediation process is optional. If either party decides not to take part, the case would be progressed for formal investigation.

Outcome

Both parties agreed to take part in the mediation process. Following further discussions, the landlord apologised to Mr B for the inconvenience caused by the disrepair and for appearing to be dismissive. It agreed to increase its compensation offer to £107, as requested. Mr B accepted the landlord's apology and compensation offer as a resolution to the complaint and the case was closed.

5. Landlord provided appropriate remedies following fencing complaint

Complaint category: Property condition (Repairs – communal areas)

Outcome: Reasonable redress

Case ref: 202006085

In January 2020 Ms D asked her housing association landlord to repair her garden fence, which had blown over in strong winds. The landlord refused her request, explaining that fencing repairs were a tenant's responsibility, as stated in its Repairs Handbook.

Ms D continued to argue that the landlord was responsible for the repairs and made a formal complaint. She pointed out that the landlord had carried out all previous fence repairs and provided an historic version of the Tenancy Handbook that said the landlord maintained boundary fencing.

The landlord did not uphold Ms D's complaint at stage 1 of its complaints procedure or in its final (stage 2) response. It continued to maintain that the fence was Ms D's responsibility as outlined in its Repairs Handbook which, it said, superseded the earlier Tenancy Handbook.

In September 2020 the landlord wrote to Ms D to advise that it had recently reviewed her original tenancy agreement and had identified a clause requiring it to repair boundary fencing. It apologised for not realising this earlier and said it would now repair the fence. It offered £100 compensation for the distress and inconvenience caused to Ms D.

Ms D considered the offer of £100 compensation to be inadequate, given the eight-month period during which the landlord had refused to accept responsibility for the fence. In response, the landlord acknowledged that the variation in different tenancy agreements should have been picked up earlier and said the £100 was offered in recognition of the delay and any inconvenience caused. As a 'goodwill gesture' it offered Ms D a choice of fencing materials instead of the standard chain-fencing which it would otherwise have used.

Ms D contacted the Ombudsman as she felt that the landlord had not provided sufficient redress and wanted a higher quality of replacement fencing than the two options available.

Findings and outcome

The tenancy agreement is a key document and the landlord should have checked its terms and conditions when Ms D first queried the landlord's repairing responsibilities.

However, when it became aware of the clauses in the tenancy agreement in relation to fencing, the landlord took appropriate steps to put things right by apologising, offering £100 in compensation, and offering a choice of fencing materials beyond its normal policy. It also took appropriate steps to ensure that tenancy agreements were checked in future so that any obligations were met.

We found that the landlord's overall response to the complaint provided reasonable redress for its earlier failures. We recommended that the landlord re-offer the £100 compensation and review its complaint handling, to identify any missed opportunities to resolve the complaint earlier in its procedure.

6. Maladministration for failure to provide service charge information

Complaint category: Service charges

Outcome: Maladministration

Case ref: 201909899

Mr H, a leaseholder, complained to his housing association landlord about the level of charges for various works to his block of flats and its failure to provide him with service charge accounts for the past four years.

After buying his leasehold flat in 2016, Mr H asked the landlord for copies of the service charge accounts throughout the next four years – but none were provided. The landlord apologised on several occasions and explained that it was still reviewing and finalising its past accounts. It set target dates for providing the accounts, but failed to meet these.

Over this period the landlord also carried out major works to the block and works to the car park. Mr H challenged the necessity and cost of some of these works.

Mr H made a formal complaint about these issues and in its response the landlord again apologised for failing to provide the accounts, which it planned to issue by the end of 2019. It also explained why the works to the block and the car park were necessary and reasonable.

The landlord failed to provide Mr H with the accounts by December 2019 and so, in 2020, he brought his complaint to the Ombudsman. As an outcome he sought a refund of a substantial portion of the service charges.

Findings and outcome

Mr H's complaint about the level of charges for the works to his block and car park was found to be outside the Ombudsman's jurisdiction. This is because the Ombudsman will not investigate complaints which concern the level of or increase in service charges. The appropriate body that has jurisdiction to consider such complaints is the First-Tier Tribunal (Property Chamber) which can determine the level or reasonableness of service charges, and whether the requirements on consultation for major works have been complied with.

We found there was maladministration in the landlord's response to Mr H's request for service charge accounts. Leaseholders have the right to request a summary of the costs relating to their service charge account and are entitled to inspect those accounts. Landlords must generally account for all spending during the year by providing a summary of relevant costs when this is requested in writing.

In this case the landlord failed to provide the accounts for over four years. It rightly apologised for the delay, but then continued to fail to act in accordance with its legal obligation to provide the accounts. It also failed to follow its compensation policy, as it did not consider whether compensation was appropriate for the identified service failure. It did not take into account the significant delay, or the impact on Mr H of pursuing the matter for so long.

We ordered the landlord pay £300 compensation to Mr H in recognition of his time and trouble in pursuing the complaint. We also ordered the landlord to review its processes for responding to requests for audited accounts. Finally, we ordered it to write to Mr H (and all other affected leaseholders) explaining when the accounts would be made available to them.

Insight on learning

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

Act promptly and provide regular updates in anti-social behaviour cases

Residents who experience anti-social behaviour are often under stress and are sometimes living in fear. Landlords should risk assess these cases and ensure that any necessary action is taken promptly and the resident is kept updated. In case 1, although the landlord took appropriate action it was slow to do so. It did not update the resident when her case officer changed and did not consider offering her family additional support. Landlords need to be proactive in these cases and communicate regularly with the resident.

Take account of a resident's personal circumstances

The Ombudsman's role is to look at what is fair and reasonable in all the circumstances of a case. This means that we do not just check whether a landlord has met its legal obligations, but also look at how it has responded to a resident's particular situation. In case 3, for example, the landlord generally responded appropriately to a disrepair problem where it was difficult to identify the source of a water blockage. The resident moved out temporarily due to the ongoing problems, although the landlord considered the property 'habitable'. However, the landlord failed to take account of the resident's medical condition and limited mobility – which had made it unrealistic for him to stay in the property, even though other tenants may have been able to do so. In such situations landlords should check and be aware of a resident's particular needs.

Consider whether to accept an offer of mediation by the Ombudsman

If we consider, even after a landlord's final decision, that there may still be a realistic prospect of resolving a complaint, we may offer to 'mediate' between the parties. This will generally be when there is a narrow area of disagreement – perhaps over the level of compensation. The process is voluntary and either party can decline, in which case we will carry out a full investigation. Case 4 shows the advantages of a successful intervention by the Ombudsman. By providing a more open apology and a small increase in compensation the landlord was able to resolve the complaint quickly without the need for a full investigation. Importantly, it also meant that a more trusting landlord-tenant relationship was restored.

Pay attention to the tenancy agreement

The tenancy agreement sets out the detailed terms of a tenancy and may include obligations that extend beyond a landlord's legal responsibilities. In case 5 the landlord assumed that its policy – that tenants were responsible for repairs to fencing – applied to the resident but failed to check her original tenancy agreement. The landlord then had to compensate the resident for its oversight. It is important that landlords retain copies of all original tenancy agreements and check them when disputes arise. This particularly applies to landlords following mergers – where numerous different versions of tenancy agreements may exist.

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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