

Insight report



**Insight on data and individual cases
July to September 2021**

Including a regional focus on Greater London

Issue 8

Published November 2021

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Introduction

Welcome to our latest Insight report looking at complaints data, individual cases and wider learning points from our work between July and September 2021. This quarter shows that demand for our service continues to exceed last year's figures with an 83% increase in volume compared to the same quarter in 2020.

On the type of complaints, the proportion about property condition has reduced from 45% to 39% of the total, while those about anti-social behaviour have increased from 13% to 15% and complaint handling from 11% to 15%.

We made more decisions on cases in our formal remit in this quarter compared to the same quarter last year, with an increase from 463 to 585, plus an increase from 576 decisions in the previous quarter, April to June 2021. We found maladministration in 42% of cases during this quarter, and our orders and recommendations following investigations made improvements for residents on 980 occasions.

Continuing with our regional focus, this report provides data for Greater London, the region where we have some of the highest complaint volumes. Alongside this data, we include five cases concerning local landlords, drawn from the top three categories of complaints in this region – property condition, complaint handling and anti-social behaviour. The case studies also provide an opportunity to draw lessons and share them more widely.

Our learning in this issue emphasises the importance of landlords having clear complaints policies and ensuring that staff follow the policies in place. It is not unusual during our investigations to find that landlords responded to the substantive issue well, but their complaint handling fell short. This can mean further distress and inconvenience for the resident and can mean issues are not resolved as quickly as they could have been.

Several noise related complaints also feature, all concerning noise from the property above. These cases can be distressing for residents and challenging for landlords. We highlight how residents can sometimes be mistrustful of solutions offered by landlords which may result in less engagement with options like mediation. Mediators are experts at navigating these sometimes difficult conversations and to increase engagement, landlords may suggest to residents that there is an independent professional to speak with and let the mediator broach the subject of mediation.

Last month we published our Spotlight report on damp and mould stating that addressing damp and mould needs to be a higher priority for landlords and provided a series of recommendations. Another case study highlights the delays in dealing with a leak and reports of damp and mould from a shared owner. We found the landlord had not recognised the impact of living in a property with a longstanding leak and ordered it to pay £2,000 in compensation.

Our next Meet the Ombudsman events follow the publication of this report, and I am grateful to the London Borough of Waltham Forest and CHP housing association for hosting and giving residents in their areas in Greater London and the East of England 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

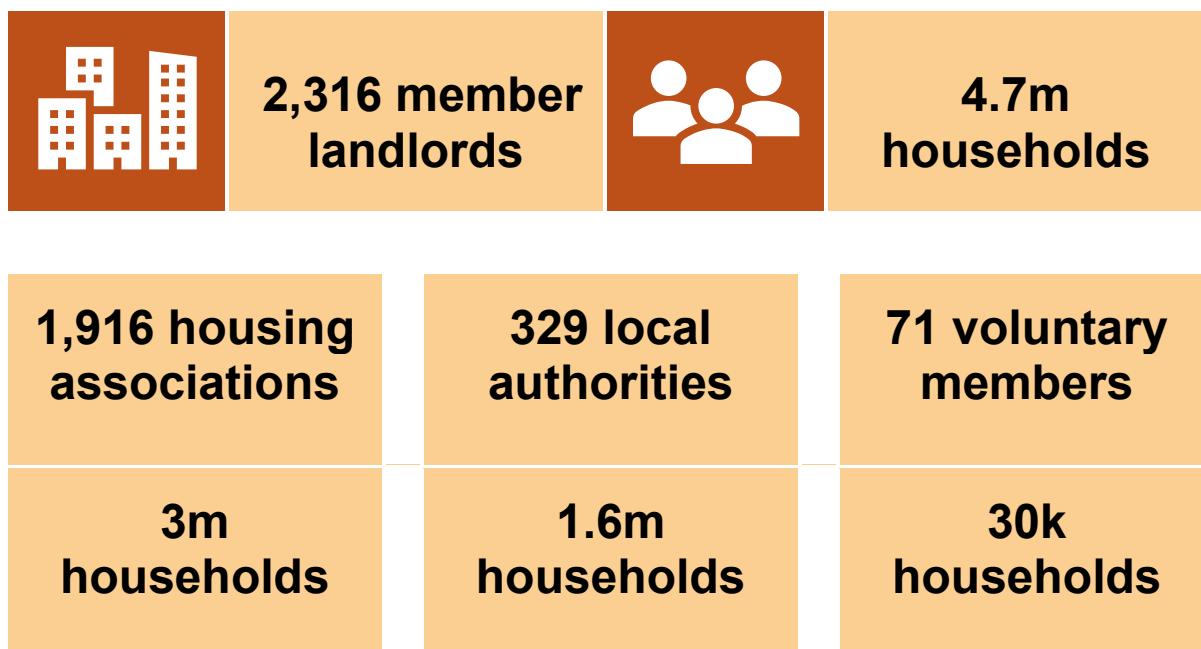
We make the final decision on disputes between residents and member landlords. Our decisions are independent, impartial and fair.

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



Insight on data

Key data* on complaints July to September 2021

We received 6,595 enquiries and complaints in total between July and September 2021:



This compares to a total of 7,292 enquiries and complaints between April and June 2021. While there was a reduction in enquiries received from 3,482 in the last quarter to 2,759 this quarter, there was an increase in complaints received from 3,794 to 3,836. When compared to the same quarter in 2020, the overall volume has gone up by 83%.

Between July and September 2020, the number of enquiries and complaints received had started to increase following a reduction due to the impact of Covid-19 in the first quarter of the year, April to June 2020. As published in our quarterly Insight reports, the numbers then exceeded the previous year's figures for each quarter. This continued into the first quarter of this year, April to June 2021, when there was a 21% increase in enquiries and complaints compared to the previous quarter and an increase of 230% compared to the same quarter in 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 July to September 2021, we directed 902 residents to other organisations, with the most frequent ones shown below:

- Local Government and Social Care Ombudsman – 27%
- The Property Ombudsman – 22%
- Citizens Advice – 14%
- Shelter 12%
- Civil Legal Advice -9%

These are the same organisations we signposted to most frequently in the previous quarter.

* 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.

For the complaints received from July to September 2021, property condition (previously shown as repairs) remained the largest category at 39% of the total number. The top three areas of complaint shown below are the same as the previous quarter with some small changes in the proportions compared to the previous quarter. Property condition has reduced from 45% to 39% of the total, while the proportion of complaints about anti-social behaviour has increased from 13% to 15% and complaint handling from 11% to 15%.

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

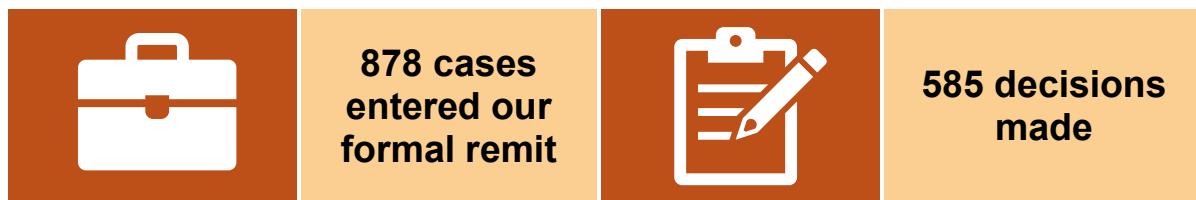


The table below shows the split of those three complaint categories by type of landlord and size of landlord.

Type of landlord	Property condition	Anti-social behaviour	Complaint handling
Housing associations	38%	15%	15%
Local authorities	39%	16%	16%
Size of landlord			
More than 10,000 units	40%	14%	15%
Between 1,000 and 10,000 units	36%	18%	15%
Less than 1,000 units	35%	13%	19%

Cases in our formal remit

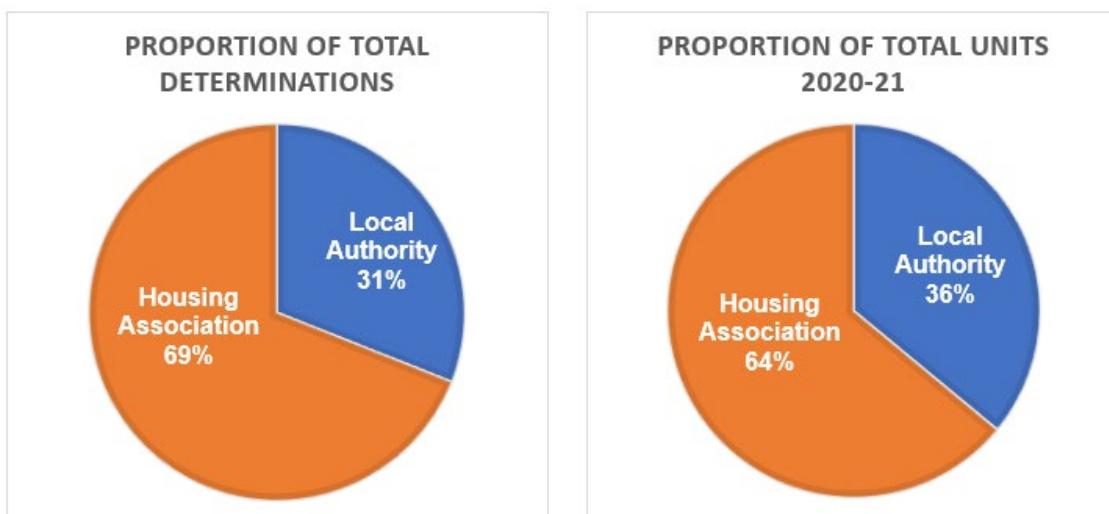
Cases come into our formal remit when a complaint has completed the landlord's procedure and either the designated persons requirements are met or eight weeks have passed. We issue determinations (decisions) on all cases that enter our formal remit.



For the three months July to September 2021, 878 cases entered our formal remit, an increase from 687 in the previous quarter and from 547 in the same period last year. Of the cases that were within our formal remit we made determinations on 585 cases, an increase from 576 in the previous quarter and from 463 in the same quarter 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.



The split of determinations by size of landlord is:

- 5% where the landlord has less than 1,000 units
- 18% where the landlord has between 1,000 and 10,000 units
- 77% 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:

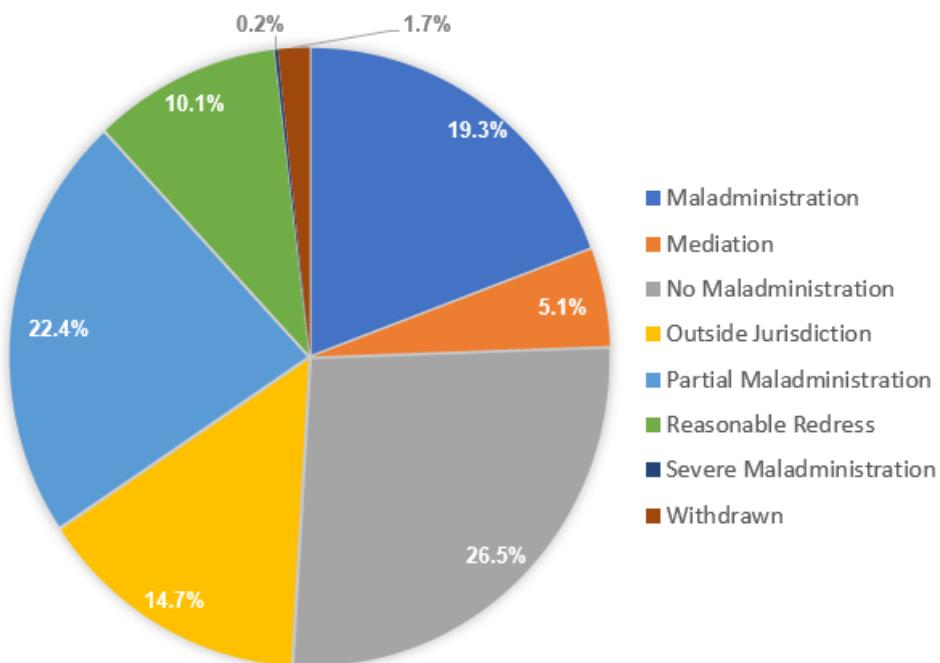
- **Maladministration** – this could be a finding of service failure, maladministration or severe maladministration, depending upon the seriousness of the failure and the impact on the resident
- **Reasonable redress** – where there is evidence of service failure or maladministration, however the landlord 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, July to September 2021, the same as the previous three months.

Outcomes of determinations July to September 2021



Orders and recommendations

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



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 July and September 2021, we issued a total of 980 orders and recommendations, made up of 549 orders and 431 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	29	1
Case Review	14	12
Compensation	386	102
Other	12	58
Policy Review	5	24
Process Change	4	40
Repairs	30	21
Staff Training	9	58
Take Specific Action (non-repair)	60	115
Grand Total	549	431

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 Greater London Region.

What complaints are about

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

	1	2	3
Greater London	Complaint Handling 40%	Property Condition 10%	Tenant behaviour 10%

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 Greater London 2019-20 are:

	1	2	3
Greater London	Complaint Handling 32%	Property Condition 31%	Tenant behaviour 11%

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 Greater London region and reflect the biggest categories of complaint – property condition, anti-social behaviour and complaint handling.

1: Landlord's complaint handling not in line with its complaint handling policy

Complaint category: Noise

Outcome: No maladministration for handling of noise and service failure for communication and complaint handling

Case ref: 202008200

Mr C made an official complaint to the landlord about noise nuisance coming from the property above. The evidence provided by Mr C and his neighbour was reviewed by the landlord's antisocial behaviour unit, who concluded it was a case of allegation and counter-allegation and suggested mediation. Two months later Mr C made a further noise report, which he alleged was preventing him sleeping. A telephone conversation took place the next day and the resident was subsequently informed by the Noise Nuisance Team that its services were currently suspended due to the Covid-19 pandemic.

Three weeks later, Mr C contacted the landlord to ask why no action had been taken. The landlord spoke with the resident the following day and agreed it would write to the neighbour about the noise allegations. Mr C was subsequently advised that the neighbour had been spoken to but denied making excessive noise. The landlord asked Mr C to reconsider mediation, but the Mr C refused, citing previous threats of violence from the neighbour.

Six months after first reporting the matter to the landlord, Mr C contacted our service for assistance. He alleged that the noise had continued resulting in him arranging the installation of sound insulation at his property. We contacted the landlord and asked it to respond to Mr C's complaint. The landlord subsequently issued its stage two response.

In its response the landlord advised it had previously explained in the stage one response, how statutory noise nuisance complaints are handled and what criteria was taken into consideration. It confirmed the Noise Nuisance Team had determined the matters reported did not amount to statutory noise nuisance and therefore the landlord did not uphold Mr C's complaint. The landlord considered Mr C's allegations of noise nuisance had been adequately addressed and the neighbour had agreed to mediation, which the landlord asked Mr C to reconsider.

Findings and outcome

We found no maladministration in the landlord's handling of the noise nuisance reports and service failure for its communication with the Mr C and its complaint handling.

The landlord responded to the initial report of noise nuisance in accordance with its policy, though it did not clearly communicate its findings to Mr C. However, the landlord's complaint handling was not in line with its complaint handling policy. The landlord retrospectively referred to the letter from the Noise Nuisance Team regarding its services being suspended and how complaints about statutory noise nuisance are handled as the stage one response. This letter did not consider the resident's complaint about the landlord's handling of his allegations of noise nuisance and did not provide the resident with any escalation rights.

We ordered the landlord to apologise for its communication and complaint handling failures, to pay Mr C £150 in compensation and to review its complaint handling policy. We also recommended the landlord discuss the installation of noise recording equipment at his property.

2: Landlord apologised for poor service and acted within its policy when handling the complaint

Complaint category: Defect period

Outcome: No maladministration for issues related to noise transference and complaint handling and reasonable redress for handling of issues with the bathroom

Case ref: 202010971

Following the purchase of a new build property from the landlord, Ms A raised concerns with the landlord about noise transference from the property above, which she believed was related to the construction of the building and repair work completed by the developer following a leak in the bathroom. The landlord advised Ms A that acoustic testing had been completed during construction and the building had passed. Following a joint visit with the developer, the landlord confirmed what action had already been taken because of the leak and what action would be taken going forward.

A month later, Ms A wrote to the landlord outlining several defects that needed rectifying and due to continuing reports of noise transference, the landlord arranged for the developer to inspect the property. The developer inspected the property and confirmed there were no issues with the design or construction of the building, which was also confirmed by the National House Building Council (NHBC). However, the landlord arranged for an independent acoustic inspection following a request from Ms A.

Works to rectify the outstanding defects and the independent acoustic inspection were affected by the Covid-19 pandemic. Shortly after restrictions were

lifted, Ms A submitted a complaint to the landlord regarding the noise transference and the outstanding defects works. She asked for the matters to be addressed and for compensation for the stress she had suffered.

In its stage one response the landlord confirmed what action it had already taken and explained it was waiting for the independent acoustic report. In relation to the outstanding defects, the landlord apologised for the poor service received from the developer and the delays caused. It explained it had met and agreed follow up works with Ms A, but these had been impacted by the Covid-19 pandemic. It explained there was a backlog of work as a result of the pandemic and offered £150 compensation. Ms A remained dissatisfied and asked for her complaint to be escalated.

In its stage two response, the landlord explained two independent reports had shown the sound levels met British Standards and NHBC standards and therefore it would take no further action in relation to the noise. It apologised that its service prior to the pandemic had not been as good as it could be and increased the compensation offered to £300. It explained it was keen to learn from Ms A's experience and was reviewing its defects process. It confirmed it would continue to provide fortnightly updates to Ms A regarding the outstanding works.

Findings and outcome

We found there was no maladministration in the landlord's response to Ms A's reports of noise and its complaint handling, and it had offered reasonable redress for the issues with the bathroom. The landlord apologised to Ms A for the poor service she had received and demonstrated it had learnt from the complaint. The landlord also sought to put things right by arranging for the defect works to be completed and offering compensation. The landlord also acted within its policy in its handling of the complaint.

We recommended the landlord paid Ms A the £300 compensation it had already offered and that it liaised with Ms A regarding the outstanding defect works.

3: Landlord did not consider the impact on resident living in a property with a longstanding leak

Complaint category: Repairs and delay in escalating or responding to complaint

Outcome: Maladministration (service failure) in relation to responsive repairs and reasonable redress for complaint handling.

Case ref: 202013361

Mr M, a shared owner of the property with the landlord, reported water coming in from a bedroom window to the landlord. Following an inspection four days later, the landlord determined the leak had been caused by a blocked outlet and missing panel, both of which were repaired. A month later, Mr M reported water coming in from the same window and following an inspection two weeks later, the job

was referred to the complex repairs team for an investigation of the flat roof garden. Mr M made a complaint three days later stating the roof had been leaking for four years which was affecting the fabric of the building and the landlord had insisted that previous reports of damp and mould were due to condensation until the leak had been discovered two months previously. He also raised concerns about the safety of the electrics due to water coming in, the likelihood of the ceiling collapsing and damage to his property and possessions. He asked the landlord to urgently investigate and repair the leak to the roof.

In its acknowledgement of the complaint approximately three weeks later, the landlord provided Mr M with its insurers details for him to make a claim for the damage to his belongings. The landlord also offered to reimburse the insurance excess as a gesture of goodwill. The landlord issued its stage one response approximately 12 weeks after the initial complaint. It explained the complaint response had been delayed due to its processes and poor communication between departments and contractors. It upheld the complaint based on the service Mr M had received and escalated the complaint given the lack of progress. Mr M reported further leaks at the property on at least four more occasions.

Thirteen months after its stage one response, the landlord wrote to Mr M with a further stage one response stating it did not uphold his complaint. Mr M disputed that the complaint was at stage one, and the landlord provided a stage two response approximately six weeks later. The landlord upheld the complaint; it accepted it had not repaired the roof in a timely manner which had resulted in damage to Mr M's property and belongings. The landlord offered £400 in compensation consisting of £300 for the time and trouble in pursuing the repair and £100 for poor complaint handling.

Findings and outcome

We found maladministration (service failure) for the landlord's handling of the repairs. While the landlord had appropriately considered the time and trouble Mr M had experienced in pursuing the repairs, it had not considered the impact of living in a property with a longstanding leak.

We found the landlord had offered reasonable redress for its complaint handling. While the landlord had delayed in issuing its stage one response, had then issued a second stage one complaint response and took over a year to issue the stage two response, it had recognised these failings and its offer of compensation was reasonable.

We ordered the landlord to pay Mr M an additional £2,062 in compensation to reflect the frustration, distress and inconvenience caused to him by the loss of a bedroom and having to live in damp conditions for a significant period. We also recommended that as the landlord had accepted responsibility for damage caused to the property, it should inform Mr M how he could make a claim on the landlord's insurance and reimburse any excess as previously offered.

4: Compensation offer did not adequately account for the distress caused to vulnerable resident

Complaint category: Repairs

Outcome: Maladministration

Case ref: 202012576

At the end of November, the landlord's contractor attended Ms J's property to complete some repairs to the chimney breast in the living room. During the repairs Ms J's representative noticed that the gas pipe, that had previously been connected to a (now removed) gas fire, appeared to be bent at an angle. The representative mentioned this to the contractor who advised it was not a serious issue. Having completed the repairs to the chimney breast, the contractor left the property.

Later the same day, Ms J's plumber attended the property on an unrelated matter and noticed a smell of gas in the living room. The plumber turned the gas off at the meter, which meant Ms J, an elderly and vulnerable resident, had no heating or hot water overnight. Ms J contacted the gas company who visited the property and confirmed there had been a gas leak from the gas pipe.

Ms J's representative submitted a complaint to the landlord because the contractor had damaged the pipe and then left the property without informing anyone there was a gas leak. She explained the property was cold due to the lack of heating and asked the landlord to repair the pipe and provide temporary heating in the meantime. In a telephone call a few hours later, the landlord advised the representative that as Ms J was a leaseholder, it was her responsibility to repair the pipe and that it would not provide temporary heating. However, the landlord did conduct enquiries internally, including asking the contractor to complete an incident form and submitting it to the health and safety team. During the enquiries, the landlord agreed that as Ms J was vulnerable it would provide temporary heating as a goodwill gesture and it would arrange for a contractor to attend to repair the pipe. The landlord informed Ms J's representative of this approximately an hour after her call to it. The pipe was repaired three days after the incident was reported to the landlord.

The landlord issued its stage one response approximately six weeks after the complaint was made. In the response the landlord explained its contractor was trained in how to escalate gas safety issues but as they were not a gas engineer, they could not have completed any repairs to the pipe. The landlord stated it believed its contractor had informed the representative of the gas leak and advised her to call a gas engineer. It explained the incident was an isolated one which it had investigated and had addressed with the contractor concerned. The landlord did not uphold the complaint or offer compensation. The representative asked for the complaint to be escalated.

In its stage two response, the landlord reiterated that it was an isolated incident which had been investigated and addressed with the contractor and it would not be offering compensation. However, it accepted that the contractor had not notified the landlord of the gas leak for appropriate action to be taken, which it had addressed with the contractor. The landlord explained it had instructed its gas engineer to attend to avoid further delays and inconvenience despite the fact Ms J was a leaseholder and therefore responsible for the repair herself. It accepted there had been a service failure in respect of its complaint handling and offered £100 in compensation.

Findings and outcome

In its stage one response, the landlord stated it believed its contractor had informed the representative of the gas leak, which was disputed by the representative. There was no evidence either way, but we found that on the balance of probabilities it was likely the landlord's contractor had not informed the representative of the gas leak as any reasonable person would call for a gas engineer immediately on being informed there was a gas leak.

We also found it would not have been reasonable for the contractor to inform the representative of a gas leak and then leave the property. However, we did find that the landlord admitted the errors made, provided additional training to its contractors, conducted an internal review and proposed changes to processes as a result. Whilst we considered the landlord had responded positively and proactively to Ms J's concerns and demonstrated it had learnt from the complaint, its offer of compensation did not adequately account for the distress and inconvenience caused to an elderly, vulnerable resident.

We made a finding of maladministration and ordered the landlord to pay an additional £400 in compensation, bringing the total compensation to £500.

5: Landlord responded appropriately to reports of noise nuisance

Complaint category: Noise and complaint handling

Outcome: No maladministration for the landlord's handling of the resident's reports of noise and reasonable redress for the landlord's complaint handling

Case ref: 202002176

Mr L made several complaints about noise from the neighbour above. The landlord offered mediation services, which Mr L declined and agreed an action plan about the ongoing response to the reports of noise, including the requirement for Mr L to report future noise incidents to the local authority noise team. The landlord did advise Mr L that it was unlikely it would be able to take further action against the noise described, namely general noise such as children playing.

Approximately two weeks later, the landlord asked Mr L to sign an 'Acceptable Behaviour Agreement' (ABA) but Mr L refused. The landlord subsequently visited the neighbour in partnership with the police. The neighbour agreed to sign an ABA and was prepared to try mediation. As the landlord was satisfied the neighbour was cooperating, it closed the case as there was no further action it could take at that time.

Further noise reports were made by Mr L, which were assessed by the local authority noise team who determined it could not take any action as the noise did not amount to statutory noise nuisance. The landlord explained the noise amounted to general household noise and that it and the local authority could not take any further action. It again offered mediation services, which were declined by Mr L and offered to refer Mr L to mental health support services if he felt it would help. The landlord subsequently asked the police to visit both residents to do welfare checks, offer some assistance and again suggest mediation. The police noted the neighbour was agreeable to mediation and offered practical solutions, but Mr L had declined. The landlord subsequently received a letter from Mr L's MP regarding the noise, which the landlord responded to explaining all the actions it had taken and maintaining that mediation was the best way forward.

A week later, Mr L submitted a formal complaint and following a conversation Mr L advised he wanted the neighbour to be evicted, which the landlord explained was not possible. The landlord also advised Mr L he had sent over 500 emails and it was unable to respond to each one. In its first stage response the landlord explained it had sought a second opinion on the noise recordings and was confident the noise complained about did not warrant any further action being taken against the neighbour. It stated it had offered mediation several times, provided information about how Mr L could pursue his own legal action, sent information about the mutual exchange process, and liaised with the police.

It concluded that as Mr L was unwilling to engage with any of the suggestions made by the landlord and his neighbour, it had no choice but to conclude the complaints process. The landlord informed Mr L he could escalate his complaint to the Housing Ombudsman, which he did. The landlord provided updates to our service that it was seeking an injunction against Mr L for unacceptable behaviour as he had sent almost 5,000 emails in six months. It also explained that following a review of the complaint as part of its submission to the Ombudsman, it had offered the resident £150 for failing to respond directly to him following the MP letter.

Findings and outcome

We found no maladministration for the landlord's handling of Mr L's concerns about noise. The landlord acknowledged his concerns and responded appropriately to his various reports. It met with both parties and listened to a significant amount of evidence provided by Mr L, whilst acknowledging the neighbour had three children under the age of four and the realities of this. We also found the landlord appropriately liaised with other agencies in trying to reach a solution for Mr L.

However, we did find the landlord had not followed its own complaint policy as there were delays in responding to the complaint and it was not clear whether the

response to the MP was a stage one response. We considered the offer of £150 in compensation was reasonable redress and recommended the landlord pay this to Mr L if it had not already done so.

Insight on learning

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

Follow policies and procedures

It is important that landlords have clear complaints policies that are easy to follow, and landlords should ensure that staff follow the policies in place. It is not unusual for the Ombudsman to find landlords responded to the substantive issue well, but its complaint handling fell short. This can mean further distress and inconvenience for the resident and can mean issues are not resolved as quickly as they could have been. It can also mean that residents are not given the opportunity to have their complaint reviewed by the landlord before referral to the Ombudsman. In Case 1 and Case 5, the landlord retrospectively used previous letters as the stage one response but did not adequately review the residents' ongoing concerns when they remained dissatisfied. Both cases resulted in the residents being awarded compensation for complaint handling failures which could have been avoided.

Provide a timely response

The Ombudsman expects landlords to respond to stage one complaints within 10 working days and to stage two complaints within 20 working days. Whilst we accept that some complaints will be more complex and therefore take longer, any extensions should be agreed with the resident and the resident should be kept informed. In Case 3, it took the landlord approximately 17 months to conclude the complaint process, an unreasonable delay for the resident. The Ombudsman now has powers to issue complaint handling failure orders where landlords are failing to progress complaints and can also determine that a complaint had concluded the landlord's complaint process where we feel the landlord has delayed unreasonably or is not engaging with us. See links to our guidance and reports below.

Let the mediator suggest mediation

Landlords regularly offer mediation to residents who are involved in neighbour disputes, and mediation services can be an excellent way of resolving the issues. However, it is not uncommon for one or both parties to refuse to engage with mediation. Where there are no legal steps landlords can take, this can result in the dispute continuing with no resolution in sight and the landlord repeatedly offering mediation to no avail. As in Case 1 and Case 5, residents can sometimes be mistrustful of solutions offered by landlords where it is not the solution they were hoping for and subsequently dismiss mediation. Mediators are experts at navigating these sometimes difficult conversations and explaining how mediation works. To increase engagement, landlords should suggest to residents that there is an

independent professional it would like the resident to speak with and let the mediator broach the subject of mediation.

Have a clear compensation policy

Landlords should have a clear compensation policy which allows for discretionary payments to be made based on the merits of the case. The Ombudsman's compensation policy guidance for landlords states the policy should "recognise that each case should be considered on its individual merits and that discretion and common sense need to be applied..." and it should also "recognise that responsibility will be taken for any detriment or damage caused to an individual or their property ... by a third party (contractor) working on the landlord's behalf." In Case 4, the landlord accepted there was a gas leak and that it had been caused by its contractor. It also accepted that the contractor had not followed procedure. Despite this, it did not offer compensation to the resident on the basis that it had not found service failure. Landlords should ensure they consider the complaint as a whole and that staff are empowered to "put things right" in accordance with the principles of the Complaint Handling Code.

Further information

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

Complaint Handling Failure Orders: Read the [guidance](#) on our website and our [quarterly reports](#).

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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