

Case summary:
Severe maladministration finding

Landlord: Abri Homes

Published 18 November 2021

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Case reference: 202007294

Complaint categories: Repairs, complaint handling

The complaint

Mr L complained about repairs to the bathroom at the property. He also complained about the landlord's complaint handling.

Background and summary of events

In May 2020, the landlord attended Mr L's home to resolve a leak from his shower.

However, Mr L, who has significant health and mobility issues, reported that the shower was still flooding and requested hotel accommodation with food costs included for him and his carer (and representative) whilst repairs took place. The landlord's operatives attended his home again and a repair was completed. It was recorded that a new wetroom was due but 'not yet'.

Mr L immediately reported that the shower had completely flooded again, and that he had ruined towels/bedding trying to soak it up. He told the landlord he was 'very unhappy' that the shower was still not draining properly following works and that he wanted to remain in hotel accommodation. The landlord advised that an operative would attend that day and the expectation was that he would return to the property. It informed Mr L that it had ordered new shower doors, and that no temporary accommodation would be offered before this as the property was considered suitable.

Further issues with the leaking shower were reported in June, including flooding, and the landlord's log confirmed water was 'pumping out all over the floor'. Mr L's representative expressed their view the shower doors were not the issue. The landlord confirmed that he would need to be decanted due to continued issues with the shower. It also agreed to reimburse costs and regarding flood damaged possessions, they said these costs should be claimed through the resident's home contents insurance.

The landlord emailed the resident to confirm that an obstruction had been removed and the shower had now been left in good working order. The following day, Mr L contacted to say the landlord's workmen had not cleaned up after works and that the toilet had not been usable upon return to the property. The landlord's internal notes at this time confirm it would install a wetroom at the property as soon as was practicable, though its contractor for such works was, at that point, on furlough.

A day after returning home, Mr L reported that issues with water pressure remained and that further leaking had occurred and shortly afterwards he requested a temporary move from the property, which was authorised by the landlord, though it subsequently identified that no suitable accommodation was available. When accommodation was found, Mr L's representative called the landlord to say that the hotel accommodation was not suitable.

The landlord informed Mr L that it was having difficulty sourcing a pump for the shower and he would therefore have to remain in temporary accommodation until late June. Mr L responded to say that the accommodation was not suitable as it had no grab rails and access issues. He also said that he had been unable to attend a hospital appointment that day due to the upheaval, requested reimbursement for food/petrol and asked where he would be re-housed.

Mr L complained to the landlord in June 2020. He said that in January the landlord had agreed to install a wetroom to replace the existing 'dated' bathroom following an Occupational Therapist assessment. Instead, the existing bathroom had been repaired a number of times, and he had been required to move out temporarily on five occasions. This had caused a deterioration in his health and he had not been adequately compensated for expenses incurred during these decant periods.

In July, during a telephone call to the landlord, Mr L said that the shower had now been fixed, but that he had turned down works to install a wet tray to the shower as he had been told that he would be getting a wet room. The landlord's notes confirmed that it chased this issue up internally and identified that a wet room had not been agreed as it was unable to obtain grant funding, hence the need to install the wet tray. The landlord also informed him that the receipts provided covered days for which it had already reimbursed his costs.

The landlord arranged a meeting at the property to discuss the complaint and its intentions to install a wetroom. In advance of the meeting, Mr L emailed to question the purpose of it. He said that the Occupational Therapist had completed a risk assessment and had been 'disgusted with what they saw'. The landlord requested any OT report that had resulted from this assessment.

Mr L called the landlord in August to advise that the shower was once again not working. The landlord's repairs log detail that the pump had failed again and that the resident was 'stuck in the shower', with a repair completed earlier that day having failed. The repair log states that an emergency plumber was sent and the issue was 'fully completed' on the same date. The landlord's internal records from the same date confirm that it agreed that it would carry out a joint visit with the OT once it had received contact from them, so that it could 'review the bathroom and what needs to be considered'. It also said that it had reviewed the situation previously but that the resident had declined what had previously been offered as he wanted a full wetroom, meaning that it now needed to attend with the OT.

The landlord discussed the case with Mr L's social worker. It was confirmed that a referral for an adaptations grant had been made and the OT had attended and made a

primary assessment. The landlord emailed Mr L to confirm that it would commence works to the shower room and that these works would last two weeks.

The landlord sent its final response to Mr L's complaint later that month. It upheld its previous decision to offer £500 compensation, which was 'in line with the compensation we have already paid for the occasions that you have previously been decanted from your home'.

Assessment and findings

Complaints handling

The Ombudsman identified that the landlord had not provided specific information that it considered essential to the formal investigation of this case. It took steps to clarify the nature and extent of the information required and the consequences of the landlord failing to produce this information were also clearly defined. Despite this, the landlord did not provide the information and a complaint handling failure order was issued to the landlord. The complaint handling failure order included a requirement that the outstanding information be provided. Again, this did not take place and the Ombudsman investigation has proceeded based upon the limited information available.

In addition to the complaint handling failure order that was issued, additional concerns about the landlord's complaints handling were in evidence. Firstly, there was a considerable delay in progressing the complaint through the complaints procedure. A formal complaint was submitted in June 2020, after which there followed a lengthy period during which the landlord discussed it internally. The landlord response of September 2020 can reasonably be considered to be its first stage complaint response, meaning there was a wait of more than three months for the response. This was an excessive and unnecessary delay in the circumstances.

In addition, the formal complaint responses provided by the landlord did not address the full extent of the complaint raised, including concerns about the installation of the wetroom at the property, the impact of the multiple decants on his health and expenses incurred during decants. The landlord's formal complaint responses did not seek to respond to the issues. Instead, the focus was on arriving at a suitable level of financial redress. This was a missed opportunity to review the case in a holistic manner. Had it done this promptly, the landlord might have recognised the extent of the resident's detriment and arrived at an appropriate resolution.

At the final stage of the landlord's complaints process, the landlord also confirmed that it had refused escalation of the case based upon Mr L's request for compensation on health grounds. Refusing progression based upon this limited factor meant that, again, the landlord missed the opportunity to carry out a thorough review of the case.

There was also a lack of clarity about compensation and awards of expenses throughout the landlord's complaints handling. It is not clear how much was paid to

the resident for expenses during the decant process. The Ombudsman expects a landlord to retain accurate records of money paid to residents.

In the circumstances, the landlord's handling of Mr L's complaint and its subsequent handling of the Ombudsman's information requests, amount to a finding of severe maladministration. It is clear that the landlord's complaints handling has resulted in a significant detriment to the vulnerable resident, who has faced delays, a lack of clarity and a failure by the landlord to address issues raised throughout the complaints process.

Bathroom repairs

There is limited information available as to the landlord's decision to install a wetroom at the property. Mr L has stated that the landlord agreed to do this following an OT assessment, whilst the landlord's records suggest that this was something under consideration during the time the repairs and decants took place. It is reasonable to conclude that the works that completed amounted to the landlord completing what it considered to be a full renewal of the bathroom, in accordance with the resident's needs. A recommendation has been made which gives the landlord the opportunity to confirm its position regarding the wetroom/bathroom renewal works.

The landlord's records do not at any point provide clarification as to the specific dates Mr L was decanted, nor do they provide details as to the process it followed in ensuring that decant accommodation was suitable for the resident's needs. The evidence suggests that the resident spent a total of 25 full days decanted away from the property. Whilst the landlord's decision to decant was appropriate, given Mr L's vulnerability and need to shower regularly, it is of significant concern that he was required to vacate his home so frequently.

There is a further concern that the landlord did not place Mr L in suitable temporary accommodation whilst decanted. There is no evidence of any risk assessment having taken place in respect of any of the decants and the resident reported that, on at least one occasion, the accommodation provided did not meet his needs due to there being no grab rails in the shower and other accessibility concerns. The landlord had the opportunity to provide evidence of such consideration during the Ombudsman's evidence gathering process and its failure to provide this leads to a finding that it is reasonable to conclude that this did not happen.

The Ombudsman requested specific information about the repairs completed during this period, including site visits and an explanation of repairs. In the absence of this information, it has not been possible to make a finding that the delays and repeat visits were reasonable in the circumstances. The Ombudsman appreciates that unforeseen issues can occur when resolving repair issues, however, there is also a reasonable expectation that a landlord's overall service delivery will result in an issue being put right in a reasonable timeframe and with any detrimental impact upon the household minimised. This has clearly not been the case here, with the multiple unsuccessful attempts to resolve the shower repair issues clearly causing significant distress and upheaval to a vulnerable resident.

Following the period of multiple decants, the resident continued to report issues with the shower. On these occasions, it appears that the landlord was able to attend and resolve the issues on the same day, rather than require the resident to vacate temporarily. In any case, it is of further concern Mr L continued to experience issues, despite having been required to leave his home on five occasions previously.

Ultimately, the landlord resolved to complete renewal works to the bathroom. This was a reasonable response given the history of the case. It is of concern that the landlord did not respond to this issue through the complaints process as this would have provided reassurance and clarity.

It was appropriate that the landlord offered compensation specifically for Mr L's inconvenience in relation to the shower issues he experienced. However, its final offer (£500) is not considered a reasonable or proportionate amount in the circumstances. It is evident Mr L experiences severe mobility issues and is reliant on his representative in completing daily activities, and resolving his repair issues in an effective and timely manner was essential. Mr L was decanted from his home on five occasions whilst repairs were completed (including at least one occasion where the temporary accommodation was unsuitable), he continued to experience repair and water pressure issues following the decants and there was a further decant whilst renewal works took place. This resulted in significant distress and inconvenience.

Determination

We found there was maladministration with respect to the landlord's response to the resident's reports about repairs to the shower at the property.

We found there was severe maladministration with respect to the landlord's complaints handling.

We ordered the landlord to:

- pay the resident a total of £3,000 in compensation, including £1,000 for the distress/inconvenience experienced by the resident as a result of the issues with the shower and £850 for additional distress/inconvenience experienced as a result of the landlord's complaints handling failures.

We also recommended the landlord:

- review the complaints handling failures identified, ensuring that it establishes a process is in place to prioritise evidence gathering requests from the Ombudsman
- confirm, in writing, its position regarding the wetroom/bathroom renewal works at the property
- report back to the Ombudsman on any lessons learned from this case within six months from the date of this decision.