

Case summary:

Severe maladministration finding

**Landlord: Great Yarmouth Borough
Council**

Published: 18 January 2022

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Case reference: 202014779

Complaint category: Repairs (leaks, damp, mould) and complaint handling

The complaint

The resident complained about the landlord's handling of repairs and improvement works to his home and the handling of the complaint.

Background and summary of events

The resident complained he had spent years trying to get his home brought up to a habitable standard. He advised there had been mould throughout the property since he moved in and had made it impossible to sleep in one of the bedrooms, damaged items and the landlord had only recently provided a dehumidifier. The landlord had proposed a temporary fix. Nor had the landlord addressed his concerns about the quality of improvement works.

The resident wrote again to escalate the complaint as there had been no response since an inspection was undertaken. He also reported that rainwater had entered his home through doors and windows and that the landlord had done nothing to alleviate this despite reports. The landlord acknowledged the resident's correspondence and advised it had been passed to a manager to review.

The resident chased progress with his complaint and outstanding repairs twice. He reported using towels to stop water ingress into the property. The landlord issued a stage two complaint response. It said delays had been caused by communication faults and offered £500 compensation.

Assessment and findings

Repairs and works

The landlord records show there was mould present in the kitchen, living room and a bedroom. Although there was a proposal to install a ventilation system to resolve the condensation that it had identified as causing mould growth, these works were never completed. It is of concern that there were no further actions to address damp in the property prior to the commencement of improvement works several months later.

The Housing Health and Safety Rating System is concerned with avoiding or, at the very least, minimising potential hazards. Under this rating system, the landlord has a responsibility to keep a property free from category one hazards, including damp and mould growth. The landlord was aware of mould growth in several rooms and later installed heaters in the property to assist in drying it out – this indicated that it accepted that there was a significant damp issue that needed to be addressed. It was therefore obliged to take steps to address the potential health and safety hazard – it was a serious failure that it failed to do so over the course of several months.

The resident raised initial concerns about other improvement works to the property. Although the landlord noted that it had checked and was satisfied, there is no evidence of any steps taken by the landlord to investigate the other concerns raised by him – this was unreasonable.

The resident made requests for the landlord to address mould growth in the kitchen and bedroom while other works were happening. The landlord drew up a plan but these were not carried out to that room until later and he continued to report kitchen mould problems the following year – these delays were well outside of the landlord's 28-day timescale for routine repairs and therefore inappropriate.

The resident also raised concerns about works to his kitchen. These related to a period without use of the kitchen. Based on evidence seen by the Ombudsman, the landlord failed to address these matters with its contractors – this was unreasonable.

The resident raised concerns about the quality of works and reported water ingress. The landlord conducted inspections and established that further works were needed. It is of concern that there was no quality checking procedure in place such that the landlord was able to respond pro-actively to this; instead, the resident had to consistently report that the doors and windows were faulty and the landlord inspected on three occasions before it undertook further works.

During this period, the resident reported that the property was cold, he had to use towels to block water ingress into the property, possessions had been damaged and he believed that the poor quality windows had worsened the damp. The resident experienced a full winter with windows and doors that the landlord was aware needed further works.

It would have been appropriate for the landlord to have prioritised putting these works right given the impact on the resident and that it was already aware of a pre-existing mould growth problem in the property. There is no evidence that the landlord considered the resident's concerns about the impact and whether there was therefore a case to decant into alternative accommodation. The landlord's failure to consider the impact of the defective works on his living conditions was a serious failing.

The landlord made a compensation award of £500 through the complaints process which it said was partially in recognition of some damaged items as well as increased energy costs due to the ill-fitting windows and need to dry out the property. However, it failed to identify service failings in its handling of the resident's damp reports and did not award any compensation for the distress and inconvenience caused by its delays over an 18 month period. Further, it delayed unreasonably in putting things right and did not demonstrate that any lessons had been learned to improve future delivery of improvement works.

In summary, the landlord failed to conduct any works to address the resident's reports of mould growth at his property, despite reports that this was causing damage. Other improvement works carried out by the landlord likely exacerbated the mould growth problem. It took more than 12 months to put right failures in its installation of new windows and doors at the property. These failings had a

significant impact on the resident's living conditions and the landlord's compensation award did not offer sufficient redress for this.

Complaint handling

The resident submitted an initial complaint that related to improvement works and damp in the property. The landlord should have responded to this complaint within 10 working days according to its complaints policy but there is no record of a stage one complaint response having been sent – this was inappropriate.

The resident chased progress with the complaint twice. The landlord advised that the complaint was being reviewed at stage two of its complaints process. It should therefore have offered a response within 20 working days according to its complaints policy but it failed to do so for more than two weeks – this was inappropriate, particularly given there had been no response at stage one.

The resident asked to escalate his complaint to stage three. The landlord arranged an inspection of the property and issued the stage three complaint response. This was again two weeks outside of its complaints policy timescale and therefore inappropriate.

Throughout the complaints process, the resident made claims that various items had been damaged. The landlord responded by awarding £500 compensation at stage two of the complaints process which it said was partially in recognition of damage to furniture but it failed to explain how it had arrived at this figure.

Although it was resolution-focused for the landlord to make a compensation proposal, it was unreasonable that the landlord failed to set out what items it had agreed that it had been responsible for damaging.

Further, the resident provided a list of items in his stage three complaint escalation that the landlord had failed to address in its compensation offer. The landlord only reiterated its previous offer in the stage three complaint response and did not answer his specific claims – this was unreasonable. No evidence has been seen by the Ombudsman to demonstrate that the landlord signposted the resident to make a liability claim against it or its contractors for damaged possessions – this was also unreasonable.

In summary, the landlord failed to issue a stage one complaint response and delayed in providing responses at each stage of the complaints process. It also delayed in answering some aspects of the resident's complaint and did not advise him of the potential recourse of a liability claim for damaged possessions.

Determination

We found there was severe maladministration by the landlord in its handling of repairs and improvement works to the resident's property and service failure by the landlord in its handling of the related complaint.

We ordered the landlord to apologise for the service failures and signpost him to make a liability claim for damaged possessions. We also ordered the landlord to

offer to visit his property to check whether there are still any outstanding repairs, including an updated inspection of any damp in the property.

We ordered the landlord to pay the resident additional compensation of £1,700, comprised of £1,500 in recognition of the distress and inconvenience caused in its handling of repairs and other works and £200 in recognition of the inconvenience and time and trouble caused by its complaints handling failures.

We ordered the landlord to review its handling of this case and formulate an action plan to ensure it responds promptly to resident concerns in the future about the quality of major works and the actions of its contractors and has procedures in place to ensure the work is of sufficient quality and that it can promptly remedy any works that do not meet this standard. Additionally, we required the landlord to review that it has procedures in place to ensure that it completes repairs within its service standard timescales and has procedures in place to ensure that it makes assessments of the habitability of rooms and properties when conducting inspections in response to reports of damp.