

Housing

Ombudsman Service

Case summary:

Severe maladministration finding

Landlord: Metropolitan Thames Valley

Published: 25 January 2022

Landlord: Metropolitan Thames Valley

Complaint reference: 201912638

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

The complaint

Mr C complained about the landlord's handling of his reports about a roof leak, causing damage to his ceilings. The landlord's complaint handling was also considered.

Background and summary of events

At the end of 2018, Mr C, a leaseholder, reported his roof may be in need of repair, as wet patches began to form on his bedroom and bathroom ceiling. He chased this repair on several occasions over the next seven months and a further report was made in autumn 2019 that water had begun to resurface on his ceilings.

In late 2019 Mr C raised a stage one complaint with the landlord. The landlord acknowledged works were still outstanding and later advised that as the property was a new build, the roof repair was still under a 12-year guarantee with NHBC and so any works undertaken by its repair team would break the guarantee. It was therefore trying to arrange for the original construction team to carry out the repairs.

Mr C informed the landlord that he wished to escalate his complaint. In response the landlord explained that as it was unable to obtain a previous report, it had arranged to re-inspect his property to enable it to submit a claim to NHBC.

In response Mr C reported to the landlord that the issue had worsened, and there was now water coming through the light in the bathroom. He said that this was a major concern, especially as there was now a possible electrical issue. He noted that almost a year had passed since his initial complaint and no progress had been made. The landlord confirmed that it would continue to liaise with the relevant team to ensure that the matter was treated with urgency.

Mr C then advised the landlord that water had now started coming into the lounge. This was the fourth room in the flat where this was happening, meaning that most of the property had been affected. He later requested a final written response for him to bring the case to the Ombudsman

The landlord provided its final response. It acknowledged that it had been unable to offer an update but advised that an action plan had been put together nonetheless. The landlord recognised the length of time taken to resolve the matter resulted in the complaint being escalated and also that communication levels had dropped following the escalation request. In recognition of this, it would compensate him.

Following a further inspection in summer 2020, Mr C chased for an update as he had heard nothing back on how the situation would be progressed. The green roof at Mr C's property was then removed for a leak detection test. While no active leak was identified on attendance, several areas for repair and remedial works were identified.

Mr C's partner then wrote to the landlord stating she had contacted NHBC who had suggested that they had not been informed of the issue until summer 2020. This was contrary to the landlord's earlier suggestion that it had reached out to NHBC to report the issue in 2019. She also said they were not advised that the contractors required use of the bathroom taps for 6 hours non-stop for the leak detection test.

Whilst the contractors were present, due to the lag in the water making its way from the roof and through the ceiling, little was established. Two hours after their departure, however, water began to pour through several parts of the ceilings across the property. The amount of water damage had now doubled.

The pool of water left sitting on the rooftop had to be cleared by the leak detection team on the following day, but the movement of this water made the situation worse. Due to the green roof being removed, the water had been pouring through rapidly. They were now arranging to sell the property.

The landlord apologised for not making contact with Mr C. While it acknowledged that the communication from the contractor regarding the green roof being peeled back and the leak detection work could have been better, an apology had been given for this. It acknowledged their frustration, however explained that when Mr C was informed that a claim would be made, this was an indication of its intention. The landlord explained that it would be meeting with NHBC to discuss the number of latent defects across the scheme. It would also put right the damage caused by its investigation work.

Mr C then reported a further leak. He emphasised that now that the green roof had been removed, he was even more exposed than ever and had heard nothing since the leak detection had taken place. He sought reassurance that he would not have to live in the condition he had been for much longer and explained that due to the rainfall, things had significantly worsened.

Following works to the roof, the landlord advised that it would recommend that dehumidifiers were installed in order to aid drying. Mr C and his partner chased for the dehumidifiers several times and later stated, now that the repair to the roof and ceiling had been completed, he wished to revisit the compensation offer.

Mr C's partner then wrote to the landlord reporting that water was coming through the bathroom ceiling. The leak detection was not undertaken in this area. She had explained to the contractors that the initial report related to a bathroom ceiling leak and that this had not been addressed. She expressed dissatisfaction as the ceiling had been redecorated and the property put up for sale, however this had been affected by the now reoccurring leak.

In early 2021 the landlord wrote to Mr C. It noted that following its repair which had not fully resolved the water ingress, a condition survey had been undertaken. The

landlord advised that it would not increase the level of compensation offered in recognition of his complaint.

Assessment and findings

The landlord's handling of reports of a roof leak, causing damage to his ceilings

It is not disputed that the landlord was responsible for the arrangement of repairs to the roof. The Ombudsman notes that, as this was a structural defect impacting several properties within the development, and the property was still under guarantee, the landlord took the decision to achieve repairs via NHBC and the original developers.

Where roof repairs are concerned, and where there is a significant impact on a resident, the Ombudsman would expect the landlord to ensure that remedial works are arranged promptly and completed within a reasonable length of time. What is reasonable in the circumstances will depend on the scale of the work and the timeframes set out under the landlord's repair policy.

While the landlord suggested that Mr C had first brought the roof defect to its attention in 2019, both its repair records and a call log provided by Mr C demonstrate that this was in fact raised six weeks earlier in 2018.

An inspection of the issue and/or works therefore should have commenced soon after this time. Under the landlord's repair policy, the landlord should acknowledge and respond to routine repair requests within 28 calendar days or, where the matter is considered to be a major repair, within three months. Despite several prompts from Mr C, however, the Ombudsman cannot see that any steps were taken by the landlord within this timeframe or that there was any communication to manage his expectation. The landlord therefore failed to uphold its responsibility in this regard.

Although it logged Mr C's report, the landlord has offered no evidence that it took this seriously in late 2018, or at any point in 2019 prior to his complaint in the autumn of 2019. Instead, the landlord allowed 10 months to pass before acknowledging that works remained outstanding. Contrary to good practice, this was not until Mr C submitted a complaint.

While the landlord advised that it would liaise with its contractors to confirm the timescale for repair and would share this with Mr C, the Ombudsman cannot see that this happened. He was given no indication of when the roof would be addressed or whether temporary works could be undertaken in the meantime to manage the leak.

It was reasonable that the landlord explained its difficulty, with the property being under guarantee, and that it therefore sought for the original developers to undertake the works. In the Ombudsman's opinion, however, the landlord should have done more to manage Mr C's expectation with regards to how long this process would take and what could be done to manage the ongoing issue in the meantime, for

example a temporary repair. It would have been appropriate for the landlord to have offered this information in early 2019.

Despite advising that it was exploring whether works could be initiated away from the developers, and undertaking an inspection, the landlord shared no details of its findings or whether intervening works by its own team could go ahead. This was unreasonable. The Ombudsman can see that Mr C subsequently chased the landlord for an update however was unable to obtain the findings of the inspection, and the landlord's subsequent decision, due to a staff absence.

As well as failing to manage Mr C's issue and expectations here, there was also a clear record keeping issue. Landlords are expected to appropriately record and retain all notes/reports pertaining to a resident's repair to enable the smooth progression of matters and access by all permitted parties. It is clear to the Ombudsman, however, that the landlord did not have such a system in place, resulting in an inability to access the inspection report and further delaying achieving resolution.

While the landlord did arrange for a second inspection, there was still no suggested resolution and the action plan, communicated internally amongst staff, was never shared with Mr C. This was a missed opportunity to keep him updated and to manage his expectations.

Furthermore, the landlord failed to manage and respond to Mr C's leaking ceiling at this time. Due to gaps in the records provided by the landlord, the Ombudsman is unable to identify the frequency with which Mr C experienced and reported internal leaks over 10 months.

The Ombudsman notes the landlord was advised that the leak had reoccurred, and no action was taken. Mr C advised the landlord that the leak had worsened, with four rooms in the property suffering from water ingress. Despite the landlord advising that the matter would be treated with urgency, however, nothing was done. While the Ombudsman accepts, as the landlord explained, that intervention may have voided its guarantee, greater consideration should have been given to Mr C's situation and the impact on his property. An alternative solution should have been sought, such as decanting, if no action was to be taken until such time that the issue could be fully resolved. The Ombudsman notes that Mr C expressed concern for his safety, yet there is no evidence that the landlord offered him reassurance.

As Mr C had reported water coming through the light fixture in the bathroom, the Ombudsman would have also expected the landlord to have arranged for an electrician to attend his property at the earliest opportunity. It is unclear whether the landlord considered this to be an emergency repair. In any case, the landlord's records suggest that it was not until early 2020 that an electrician finally attended Mr C's property and, according to him, this was unannounced. This was contrary to both the landlord's emergency repair and routine repair timescales.

It was fair that within its final response, the landlord acknowledged that it had not been able to provide Mr C with sufficient information on how his repair was progressing. The landlord also noted that the matter had been ongoing for more than

a year. It subsequently made an offer of compensation in recognition of this, which was appropriate.

However, the landlord's offer of compensation was insufficient in adequately recognising its failure to act in accordance with its repair policy, its failure to provide an interim solution for Mr C, its poor management of his expectations, and the level of inconvenience and distress which would have been experienced.

Furthermore, although the Ombudsman expects the landlord to offer compensation where suitable, greater priority should have been given to putting things right. The Ombudsman appreciates that, as the landlord was working with third parties to resolve the matter and was arranging for multiple defects to be addressed under its claim, it found difficulty in offering a quick turnaround time. Nonetheless, the landlord should have set out and shared its plan of action to resolve the roof (enabling it to manage Mr C's expectation), and its intended action to stop/manage the internal leak to improve his living situation (whether this be via a decant or action to dry/address the ceilings temporarily).

Although it was appropriate to advise that it would be attending to map out the works that were needed, this still offered Mr C no resolution or idea of the timescale that each party was working to. Mr C was also offered no assurance that internal (decorative) works would be undertaken to put him back in the position he was in. The Ombudsman has therefore considered the landlord's final response to be unsatisfactory. Mr C did highlight that no solution had been proposed to resolve the internal impact and that he felt neglected, however despite bringing this to the landlord's attention, the Ombudsman cannot see that any arrangements were made.

Moreover, although the landlord offered its final response in early 2020, the Ombudsman notes that it was not until the autumn that the roof was partially resolved, and Mr C's ceilings were treated/decorated. It therefore would have been reasonable, following his request, for the landlord to have reviewed its position and the compensation previously offered, noting that there was still some works to be done to his bathroom ceiling. This would have enabled the landlord to recognise Mr C's experience over the months, and to consider any further omissions. The Ombudsman can see that Mr C attempted several prompts, however it failed to take the opportunity. In the Ombudsman's opinion, this was inappropriate and had the landlord offered a review at this time, it could have put right several additional failures.

The Ombudsman can see that frequent attempts were made by Mr C to obtain an update on when the roof works would commence, however the communication was unsatisfactory and little clarity was provided by the landlord. Furthermore, where communication was concerned, the landlord failed to advise him what the leak detection at his property would entail and no recognition of the inconvenience this caused him on the day and no offer to reimburse for the water costs. The landlord failed to recognise the damage caused to his property, following the removal of the green roof and in the aftermath of the leak detection. The Ombudsman appreciates that the landlord's contractors returned to the property to clear the water on the roof,

however no action was taken to address or manage the additional internal damage sustained to his property at this time.

It was unreasonable that, despite continued reports that the water ingress had doubled, no temporary fix was put in place. Despite the significant length of time that had passed since raising the matter, the landlord advised that it was still seeking to establish whether temporary measures could be taken to prevent further leaks and it was not until later that any works begun.

Furthermore, although the landlord had confirmed that dehumidifiers would be installed Mr C had to chase the landlord, on many occasions, to arrange this. Given the circumstances, this was unacceptable. There was also no attempt made to reimburse him for the costs of using the dehumidifiers, despite his report that it had resulted in a higher energy cost.

Finally, the landlord failed to acknowledge that whilst Mr C had raised his concerns with his bathroom (and bedroom), the leak in this area of his property had not been resolved. He subsequently suffered a further leak. This was unacceptable. Due to the gaps in the landlord's records, the Ombudsman is unable to determine why the landlord's contractors had not fully removed the green roof, not undertaken sufficient testing for this area of the property, and had not implemented a sufficient fix to prevent recurrence.

Upon learning of the further leak, the Ombudsman would have expected the landlord to have acknowledged the distress and inconvenience, and to have assured Mr C that the matter would be addressed. It would have been appropriate for the landlord to have demonstrated empathy and understanding for the situation, particularly as it was aware that Mr C was in the process of selling his property, and that this would have caused further disruption. The Ombudsman cannot see that any of this was done, however.

Despite requesting details of when the works would take place to rectify matters, the Ombudsman cannot see that there was any response. As a result of the lack of communication, Mr C had to chase this again and it was not until the new year that the landlord advised of the steps it was taking.

The landlord's handling of the complaint

The landlord's policy sets out a two-stage process, but suggests it may refer matters to its panel of directors where this is deemed necessary. Where a resident is dissatisfied with the way in which their complaint is being handled the matter can be escalated to the next stage.

While the Ombudsman accepts this, the landlord should still attempt to provide a complaint response in order to set out its position and its intention. The Ombudsman has seen following a request from Mr C to escalate his complaint to the next stage, the landlord agreed to do so without having provided a stage one response.

While the Ombudsman appreciates that the landlord explained it would do so as it was no closer to offering resolution, it would have been more appropriate to advise that consideration at stage one was required before the matter would be escalated.

This would have offered the landlord the full period to understand and respond to Mr C's concerns within a reasonable amount of time, to acknowledge any failures up until this time, and to demonstrate that a solution was being sought. The landlord missed the opportunity to do so.

In addition, the landlord offered Mr C no stage two response but instead advised, after two months had passed, that his complaint would be referred to its panel of directors. This was inappropriate and contrary to the landlord's process. Adding to this, despite the landlord's new deadline for its response, it failed to honour the new timeframe. It was only once the Ombudsman had intervened that Mr C was provided with written communication.

The Ombudsman recognises that the landlord did acknowledge that its management of Mr C's complaint had not been appropriate. It subsequently made an offer of compensation in recognition of this failure in service. While it was appropriate to do so, in the Ombudsman's view, the landlord's offer was insufficient.

The Ombudsman would expect landlords to offer residents more than a one stage complaints process, to provide the opportunity to challenge the landlord's initial response, and for landlords to consider - at a second stage - any errors/oversights that require correcting, and ensure that a fair outcome has been achieved. As the landlord took the decision to escalate the matter straight to its panel, however, Mr C was not given an opportunity to engage with it on its decision. Had the landlord offered a further response, it may have been able to clearly set out how it planned to respond to the works remaining to the roof and his bathroom, and/or made an offer of compensation to acknowledge the further inconvenience. Its failure to do so was unsatisfactory.

Finally, the Ombudsman would expect landlords to keep full records of complaints, including the original complaint; any correspondence with Mr C or other parties; and any reports or surveys prepared. It is clear, however, that the landlord failed to do this.

Determination

We found there was severe maladministration in the landlord's handling of the reports of a roof leak and maladministration in handling the complaint.

We ordered the landlord pay Mr C compensation totalling £2,150, including increases in initial compensation offered and an additional £1,000 for service failure, distress and the significant level of involvement required by Mr C throughout the matter.

We also ordered the landlord to contact Mr C to obtain copies of his bills to reimburse him for additional water charges and electricity costs incurred as a result of the leak detection and use of the dehumidifier.

We recommended the landlord review the failures identified in this case, including reviewing how to ensure that residents are adequately supported and communicated with in cases where major works are required and matters are referred back to a developer.

We also recommended the landlord ensure that it implements a robust record keeping method, to ensure it is able to evidence for itself and if necessary for the Ombudsman. This should include maintaining records of complaints and ensuring that relevant members of staff receive complaints handling training, incorporating the Ombudsman's Complaint Handling Code.