

Insight report



**Insight on data and individual cases
October - December 2021**

Including a regional focus on the North of England

Issue 9

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Introduction

Welcome to our latest Insight report covering complaints data, individual cases and wider learning points from our work between October and December 2021. This quarter shows that demand for our service continues to show an increase on last year's figures with a 53% increase in the volume of enquiries and complaints received compared to the same quarter in 2020.

The number of cases coming into our formal remit increased from 878 for July to September to 934 this quarter. We made more decisions compared to the last quarter, with an increase from 585 to 675 decisions. The maladministration rate has also risen. We found full or partial maladministration in 47% of cases for the three-month period, October to December 2021, compared to 42% in the previous three months.

Our orders and recommendations following investigations made improvements for residents on 1,300 occasions this quarter, a 33% increase on the previous quarter July to September 2021.

In addition to the overall data analysis, our regional data is focused on the north of England again, covering the North West, North East and Yorkshire and the Humber. Alongside this data, we include six cases concerning landlords in those areas, drawn from the top three categories of complaints for the regions – property condition, complaint handling and anti-social behaviour. The case studies also provide an opportunity to draw lessons and share them more widely

The lessons learned for sharing strongly emphasise the importance of landlords having regular, clear and accurate communication to keep residents updated and manage their expectations, even when there is no progress to report. Our Complaint Handling Code is clear on the importance of effective communication with residents including providing regular updates. This is not only good practice, but will often reassure a resident that their outstanding issue has not been forgotten.

The positive impact of our mediation process is also highlighted showing how, with the agreement of the landlord and resident, we can assist them in reaching an agreement without the need for a full investigation. Following receipt of a complaint about a landlord's management of a resident's service charge account, we worked with them to explore the issues in dispute, identified the matters that remained outstanding and reached an agreed settlement.

Another case shows where we found the landlord had failed to offer reasonable redress in response to a report of building defects from a leaseholder of a shared ownership newbuild property. We found maladministration (service failure) where the landlord had failed to respond at its first stage complaints process and only considered the complaint at its final stage, almost a year and a half after complaint was reported. Although it was a developer who was responsible for causing and

remedying a building defect, the landlord should have been proactive in chasing the developer and keeping the resident updated.

Our next Meet the Ombudsman event follows the publication of this report, and I am grateful to Stockport Homes for hosting our first face to face event giving residents in their 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 email your feedback to [**Insightreport@housing-ombudsman.org**](mailto:Insightreport@housing-ombudsman.org). 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

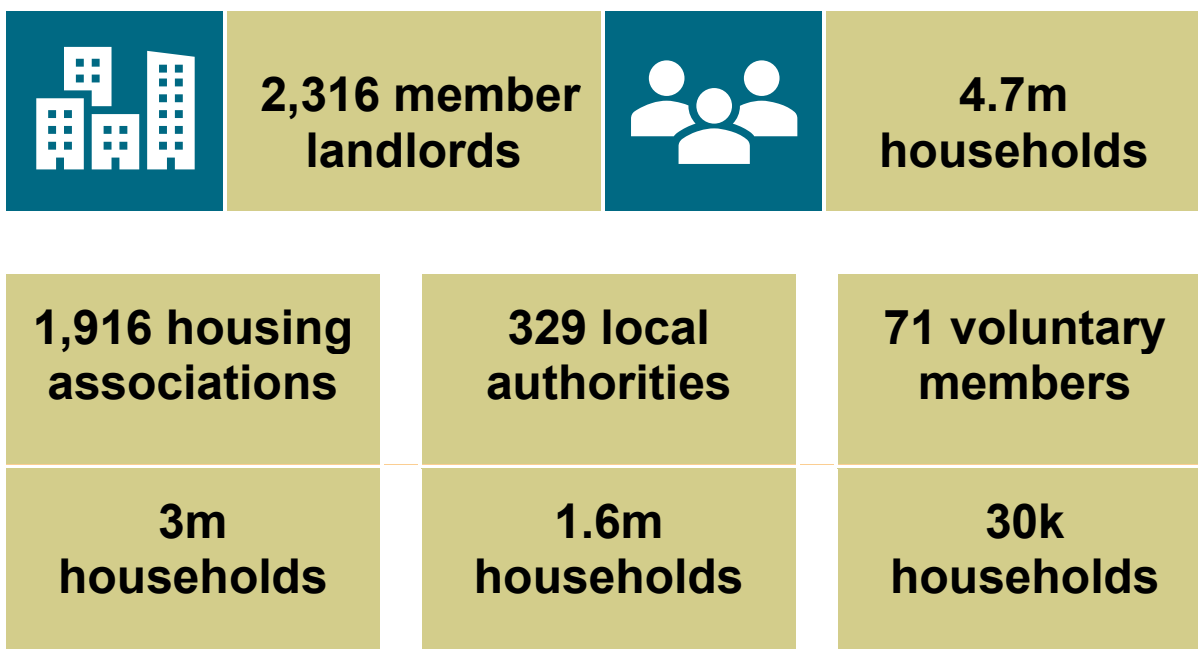
We make the final decision on disputes between residents and member landlords. Our decisions are independent, impartial and fair.

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 October to December 2021

We received 6,313 enquiries and complaints in total between October and December 2021:



This compares to a total of 6,595 enquiries and complaints between July and September 2021. There was a small reduction in the number of enquiries received from 2,759 in the last quarter to 2,451 this quarter, and a slight increase in complaints received from 3,836 to 3,862. When compared to October to December 2020, the overall volume has gone up by 53%.

Over the course of 2020-21 the number of enquiries and complaints received has continued to exceed the previous year's figures for each quarter. That includes the 85% increase in volume reported in the last quarter July to September 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 October to December 2021, we directed 985 residents to other organisations, with the most frequent ones shown below:

- Local Government and Social Care Ombudsman – 29%
- The Property Ombudsman – 18%
- Citizens Advice – 15%
- Shelter 11%
- Civil Legal Advice -6%

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

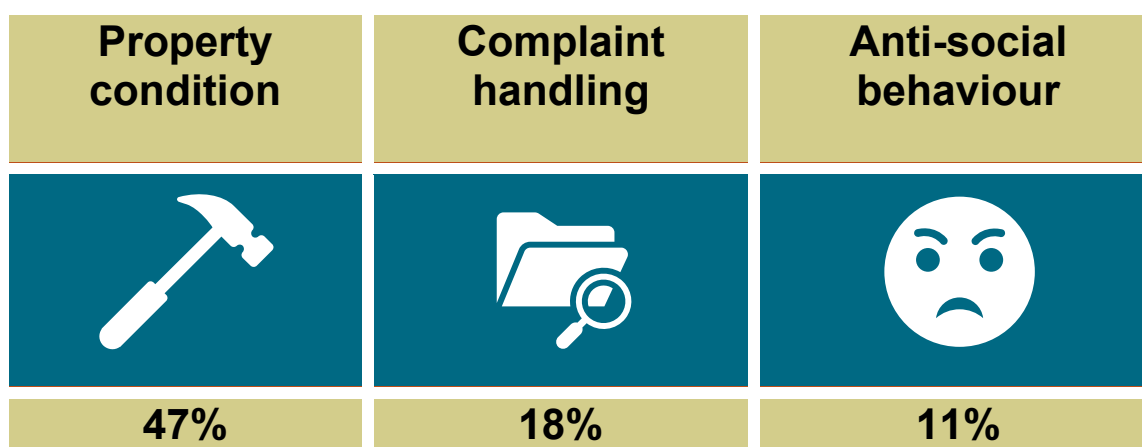
* All data is provisional and subject to confirmation in the final end year figures to be published in the annual report.

What complaints are about

The complaint categories we use provide insight into the types of issues residents are experiencing.

For the complaints received from October to December 2021, property condition (previously shown as repairs) remained the largest category at 47% 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 increased from 39% to 47% of the total and complaint handling from 15% to 18%, while the proportion of complaints about anti-social behaviour has decreased from 15% to 11%.

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	Complaint handling	Anti-social behaviour
Housing associations	46%	11%	19%
Local authorities	47%	13%	18%
Size of landlord			
More than 10,000 units	48%	11%	19%
Between 1,000 and 10,000 units	42%	13%	18%
Less than 1,000 units	43%	12%	20%

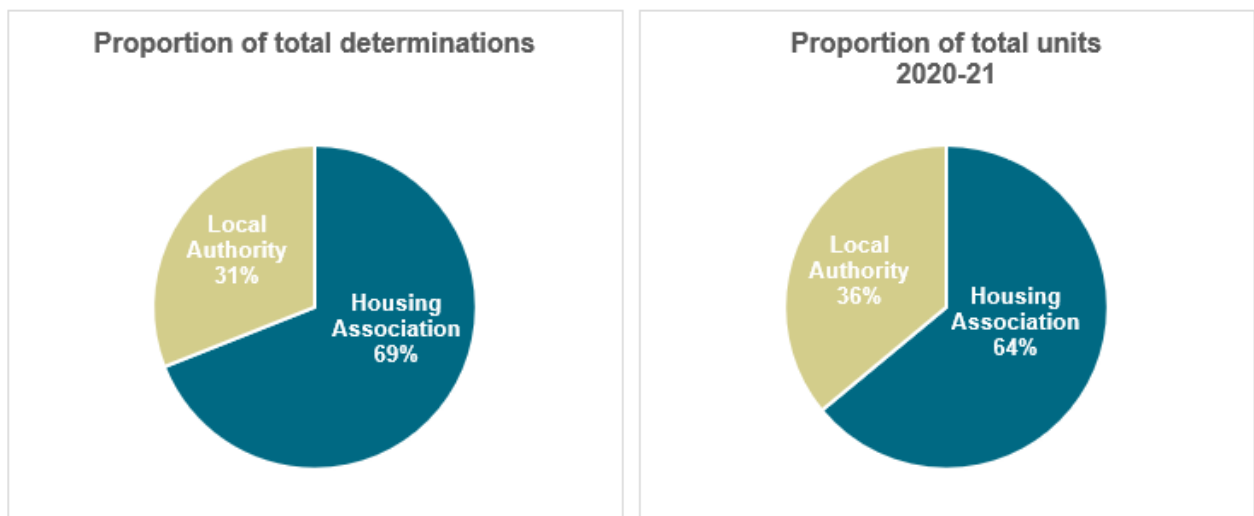
Cases in our formal remit

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 October to December 2021, 934 cases entered our formal remit, an increase from 878 in the previous quarter and 465 in the same period last year. Of the cases that were within our formal remit we made determinations on 675 cases, an increase from 585 in the previous quarter and from 534 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:

- 6% where the landlord has less than 1,000 units
- 17% where the landlord has between 1,000 and 10,000 units
- 76% 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:

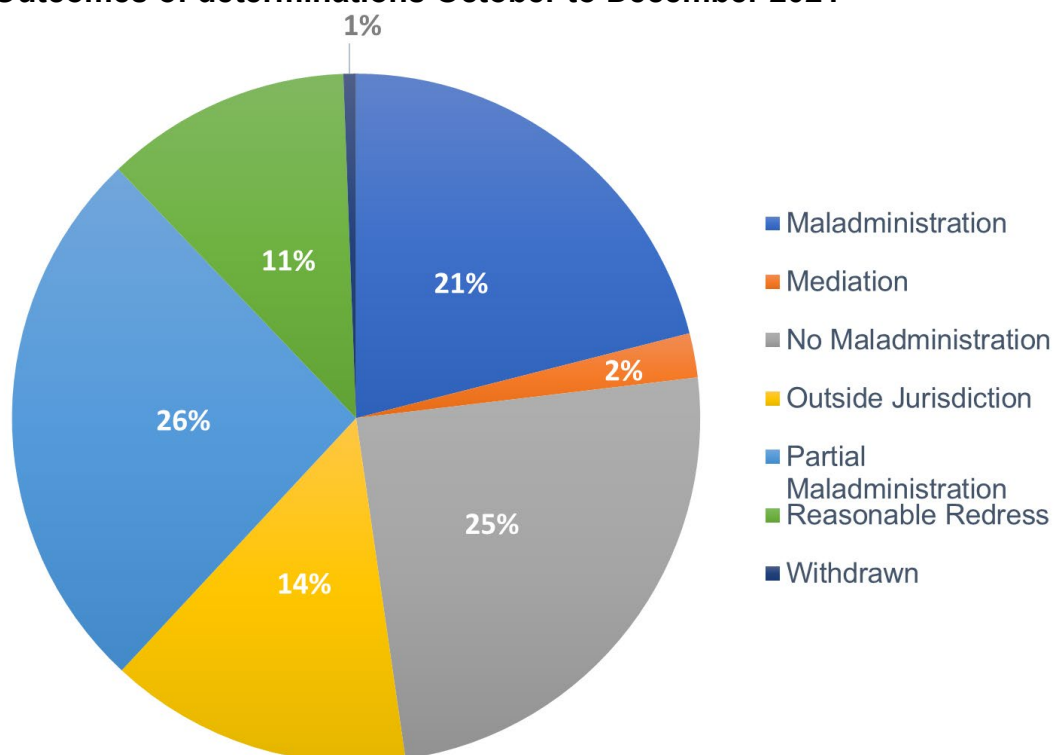
- **Maladministration** – this could be a finding of service failure, maladministration or severe maladministration, depending upon the seriousness of the failure and the impact on the resident
- **Reasonable redress** – where there is evidence of service failure or maladministration, however the landlord 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 47% of cases for the three-month period, October to December 2021, an increase from 42% in the previous three months.

Outcomes of determinations October to December 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 1,300 occasions between October and December 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 October and December 2021, we issued a total of 1,300 orders and recommendations, made up of 783 orders and 517 recommendations. This represents a 33% increase on the previous quarter July to September 2021.

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

Type	Orders	Recommendations
Apology	47	1
Case Review	26	24
Compensation	490	112
Other	19	68
Policy Review	14	43
Process Change	16	43
Repairs	54	35
Staff Training	14	64
Take Specific Action (non-repair)	103	127
Grand Total	783	517

Regional data 2020-21

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 2020-21 and covers the three areas in north England of North West, North East and Yorkshire and Humber.

What complaints are about

For the year 2020-21, the three largest categories of complaints received in each region are shown below:

	1	2	3
North West	Property Condition 40%	Anti-social Behaviour 17%	Complaints Handling 9%
North East	Property Condition 43%	Anti-Social Behaviour 14%	Complaint Handling 10%
Yorkshire and Humber	Property Condition 38%	Anti-Social Behaviour 20%	Complaint Handling 8%

The top three categories are the same as our overall breakdown of complaints received for 2020-21 at:

1. Property Condition – 35%
2. Tenant behaviour – 15%
3. Complaint handling – 10%

Where things go wrong

For the year 2020-21, the categories of complaints where we made the most findings of maladministration in North West, North East and Yorkshire and Humber are:

	1	2	3
North West	Property Condition 34%	Complaint Handling 34%	Anti-Social Behaviour 10%
North East	Property Condition 40%	Complaint Handling 27%	Anti-Social Behaviour 20%
Yorkshire and Humber	Property Condition 47%	Complaint Handling 20%	Anti-Social Behaviour 10%

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 North of England and reflect the biggest categories of complaint – property condition, anti-social behaviour and complaint handling.

1: Landlord's inadequate response to building defects and poor complaint handling

Complaint categories: Defects and complaint handling

Outcome: Maladministration (service failure) for the response to defects and maladministration for complaint handling

Case ref: 202012638

Mr T bought a shared ownership interest in a new build housing association home. Within a few months he reported leaks from the dormer windows and the roof, and later reported other building defects.

The property was subject to a one-year defects period, during which a building contractor is responsible for putting right any defects. The landlord therefore notified the developer and asked it to address the building's defects.

Over the following 18 months the developer completed some, but not all, of the works. The landlord chased the developer and updated Mr T intermittently during this period. The main works were completed two years after Mr T moved in, although not all were to a standard that satisfied Mr T, who raised a formal complaint.

In the landlord's final response on the complaint it recognised that it had taken an unacceptable time for the matter to be dealt with, which caused a great deal of inconvenience to Mr T. In recognition of this, it offered Mr T £250 as a 'goodwill gesture'. However, it was satisfied that the works had now been completed and advised Mr T that he could contact his home warranty provider if he remained dissatisfied with the standard of the work.

Findings and outcome

We found that there was a service failure (a category of maladministration) in the landlord's response to Mr T's reports of building defects.

The Ombudsman recognises that there will sometimes be defects in new build properties which may not have been identified before the resident moves in. Shared owners are therefore protected by a defect period and the warranties in place. The existence of a defect alone would not constitute a failure by the landlord, but the Ombudsman would expect a landlord to act as an intermediary between the

developer and resident, to ensure that repairs are appropriately managed and completed to a satisfactory standard within a reasonable timescale.

In this case, we considered that the landlord's response was inadequate. It failed to ensure that all of the works were completed in a timely manner and failed to regularly update Mr T. Its offer of a £250 'goodwill gesture' did not compensate Mr T for the time taken to complete the works or for the impact on him.

We also found maladministration in the landlord's handling of Mr T's formal complaint. The landlord has a two-stage procedure but failed to respond at its first stage and only considered the complaint at its final stage, almost a year and a half after Mr T made his complaint. The landlord missed the opportunity to consider and resolve the complaint at stage 1 and Mr T found himself waiting indefinitely for a response.

The landlord failed to offer reasonable redress in its final response and there was no evidence of it learning from its failure to respond at the earlier stage of its procedure.

We ordered the landlord to pay Mr T £200 compensation (in addition to the £250 already offered) for its failures in addressing the defects, and £300 for its poor complaint handling. We also ordered a further inspection and further works to be carried out. We continued to monitor the case until we were satisfied that the landlord had complied with these orders.

We recommended that the landlord meet the developer to agree a streamlined approach for assessing defects, arranging repairs and managing residents' expectations. We also recommended that it should reflect on this case and ensure that in future it effectively monitored and managed the performance of third parties.

2: Landlord dealt appropriately with tenant's request to end a tenancy and with liability for rent

Complaint categories: Ending of tenancy

Outcome: No maladministration

Case ref: 202107252

Mr K signed a tenancy agreement for a housing association flat. A month after the start of the tenancy he told the landlord that he no longer wanted to move into the property and returned his keys with a termination letter (a Notice to Quit).

The landlord accepted the Notice to Quit and told Mr K that he owed two months' rent, to cover the period from the start of the tenancy to the end of the Notice to Quit.

Mr K argued that he should not be liable for the full two months' rent for several reasons. He said he had been ill and had tried several times to meet his housing officer to discuss housing benefit but the officer had been unavailable. He was also

unhappy that 'old' carpets had been left in the flat until four weeks after it was let to him.

In its response to the complaint, the landlord said it was sorry to hear about Mr K's illness. It said that it had advised him before he signed the tenancy agreement that he was entitled to housing benefit, and that if he did not apply he would be responsible for all of the rent.

With regard to the carpets, the landlord said that before the start of the tenancy Mr K indicated that he wanted to keep the carpets, but when he signed for the tenancy he said he only wanted to keep one of them. The landlord had then removed the carpets at its earliest opportunity, which was 20 days after the start of the tenancy. However, as a 'goodwill gesture' the landlord agreed to refund 21 days' rent (£399).

In its final response the landlord said that it was sorry that Mr K was unable to move in because of his illness, but he was still liable for the remaining rent. If he was unable to make the payment in full he could discuss a payment plan with the landlord.

In his complaint to the Ombudsman, Mr K continued to dispute the level of rent owed and also said that the landlord misled him about the size of a bedroom.

Findings and outcome

We found that there was no maladministration by the landlord in this case. The tenancy agreement required Mr K to pay his rent, service charge and other charges on the first day of each calendar month. It also required him to give at least one month's notice to end the tenancy. The landlord empathised with Mr K when he reported his illness, but this did not affect his liability for the rent.

Mr K was unhappy that the housing officer was unavailable when he visited the landlord's office. There was no evidence that an appointment was arranged by either the resident or the landlord and so the officer's absence at those specific times would not be considered to be a service failure, given their other duties.

The landlord had provided a reasonable explanation about the removal of the carpets and did not have an explicit obligation to remove the carpets, or to offer any refund. The landlord's response was a good example of trying to achieve dispute resolution, given that it acknowledged the resident's point of view and made a discretionary payment.

Mr K's claim that the landlord misled him about the size of a bedroom had not been raised as part of his formal complaint and so could not be considered by the Ombudsman, as the landlord had not had the opportunity to address it through its complaints procedure. Mr K should raise this concern with the landlord first, and then, once it had been fully investigated, he could bring the matter to the Ombudsman if necessary.

3: Limited response to anti-social behaviour and poor record keeping

Complaint categories: Anti-social behaviour (ASB)

Outcome: Maladministration (service failure)

Case ref: 202014803

Ms G was a secure tenant of a local authority maisonette. She has moved elsewhere since making her complaint.

Ms G made reports about her neighbour's behaviour to the landlord. She had concerns about the neighbour's use and maintenance of the communal garden in front of their properties. The landlord visited, discussed the issue with both parties and arranged for them to attend mediation. However, Ms G was upset by some of the things her neighbour said during the mediation.

The landlord continued to liaise with both parties and made a number of proposals, including the division of the communal area along the boundary line between both properties, so that each tenant took responsibility for their own area.

Ms G continued to make reports of ASB, including the neighbour swearing at her and moving plants in the garden. The landlord decided to refer the parties to the local 'restorative hub', a service commissioned by the area's Police, Crime and Victims' Commissioners Office. However, two months later Ms G reported that she had yet to be contacted by the hub

Ms G asked the landlord for permission to install a CCTV camera but the landlord refused, stating that the camera would be filming communal land, which was not permitted. Ms G said she was aware of the data protection implications and disputed the landlord's decision.

The 'restorative hub' process was unsuccessful and Ms G continued to make reports about various categories of ASB by the neighbour and sent a range of photographic, video and witness evidence to the landlord. Ms G then raised a formal complaint about the landlord's lack of an effective response.

The landlord did not uphold Ms G's complaint. It said that it had acted appropriately by referring the parties to mediation and then to the restorative hub, and did not have evidence of many of the incidents Ms G referred to or any record of her reports of these issues. It did however acknowledge giving incorrect advice that CCTV cameras were not allowed to be installed outside properties, for which it apologised.

Findings and outcome

We found there was a service failure (a category of maladministration) by the landlord in its handling of Ms G's reports of ASB.

The landlord's initial response to Ms G's reports of ASB were appropriate. It visited, investigated the issues, arranged mediation and put forward constructive proposals. It then referred the case to the 'restorative hub' process.

However, there was no evidence of the landlord taking any actions to investigate or address the ASB once it was aware that the 'restorative hub' process had failed. This was contrary to its ASB policy. The incidents that Ms G then reported were either not meaningfully investigated or were addressed inappropriately by referring Ms G to the Police when the behaviour fell within the landlord's definition of ASB. There was also evidence of poor record keeping by the landlord.

We ordered the landlord to apologise to Ms G for its service failures and pay her compensation of £250 in recognition of the distress and inconvenience caused. We also ordered the landlord to ensure it had procedures in place to conduct risk assessments when residents report that they have been subjected to verbal abuse or threats related to ASB.

4: Service charge complaint settled through the Ombudsman's mediation

Complaint categories: Service charges

Outcome: Mediation (resolved with intervention)

Case ref: 202101190

Ms P is the leaseholder of a housing association flat. As a leaseholder, she is responsible for paying annual service charges to the landlord to cover her share of the cost of maintenance and repairs to the building.

Ms P raised a formal complaint about the landlord's management of her service charge account. She believed she had been overcharged for some items and had not received sufficient supporting information from the landlord, despite a number of requests.

In its response to the complaint, the landlord confirmed that it had identified overpayments on the service charge account and had refunded these to Ms P. It said it had attempted to provide all the documentation requested, but accepted that some information was not available. It apologised for its failures and set out the steps it was taking to address an outstanding issue with the electric meter and supply charges. It offered Ms P £900 in compensation to reflect the stress and inconvenience and its failure to meet its own service standards.

Ms P complained to the Ombudsman because she considered that the landlord's calculations were not accurate and not all of the overpayments had been refunded.

The landlord provided the Ombudsman with information to enable us to investigate the complaint. It also continued to scrutinise the service charges and, following contact from the Ombudsman, Ms P confirmed that the landlord had refunded the full

amount that she considered to be outstanding. Ms P said she would be happy for the Ombudsman not to continue its investigation so long as the landlord was able to confirm that it would not make similar errors in future.

We explained to Ms P that although there was no guarantee that mistakes would not be made in future, we would ask the landlord to write to her and confirm the learning identified from the complaint, with a view to providing the reassurance she was seeking. Ms P was happy with this approach.

The landlord later explained that this complaint had led to a service-wide review and it would share the results with Ms P.

Findings and outcome

Under our mediation process, the Ombudsman works with the resident and landlord to explore the issues in dispute, identify the matters that remain outstanding and assist in reaching an agreed settlement. In this case, we closed the complaint with the agreement of Ms P without the need for a fuller investigation, as we were satisfied that the landlord had taken action that resolved the complaint satisfactorily.

The landlord had already refunded the overpaid service charges. We recommended that it should also update Ms P about any outstanding issues, including the electric meter, and send her details of its learning from the complaint.

5: Excessive delays in addressing damp and mould and an inadequate offer of redress

Complaint categories: Repairs: damp and mould

Outcome: Maladministration

Case ref: 202014307

Ms D and her son live in a housing association rented flat. Both suffer from asthma and have other health problems and vulnerabilities.

Ms D found damp and mould in the property and reported this to the landlord. She also provided a doctor's note which explained how the damp and mould affected her and which advised that she should be moved.

The landlord made an appointment to carry out works two months after Ms D reported the damp and mould. However, by then Ms D was isolating due to the Covid-19 pandemic and the appointment was cancelled.

The landlord did not rearrange the appointment and so Ms D contacted it again two months later. There was a further two-month delay due to poor communication between the landlord and its contractor.

Appointments were made to prevent water penetration by repairing cracked brickwork and replacing rotten timber and broken guttering. However, the contractor

failed to keep the first appointment and could not carry out work when it did attend because scaffolding had not been erected. The landlord and contractor did not keep Ms D updated.

There were further delays with missed appointments and a lack of scaffolding. Ten months after making her initial reports, Ms D sent the landlord pictures of fungi on the external wall. This was raised as an urgent repair, but again the appointment was not kept due to staff sickness, nor was a re-arranged appointment kept.

There were further missed appointments before an inspection was made which confirmed that there was penetrating damp to the property. Further appointments were made but not kept due to a lack of scaffolding.

Almost a year after first reporting the damp, Ms D made a formal complaint about the landlord's failure to carry out works. She also asked for compensation for belongings damaged by the damp. In its stage 1 response the landlord acknowledged the delays and its poor communication, made further appointments and said that Ms D would need to make a claim on her contents insurance for the damaged items. It offered her £250 'as a gesture of goodwill'.

Ms D sent the landlord a further letter from her doctor which explained that she suffered from asthma, anxiety and depression and the condition of the property had made these worse. It asked for her to be moved to more suitable accommodation. Ms D explained that her son's mental and physical health had also been seriously affected. She asked for £10,000 compensation.

Further appointments were not kept before the works were finally completed, 14 months after Ms D initially reported the damp. However, Ms D was unhappy that the landlord did not address peeling paint and damp stains which remained.

In its final response to the complaint the landlord apologised for the 'excessive delays' in completing the repairs, although it said the delays were exacerbated by the impact of the Covid-19 pandemic. It stated that the overall delay was 34 weeks, which was 30 weeks beyond the reasonable time to undertake the works, and offered £1,000 compensation for the loss of use of two rooms plus £100 for the inconvenience caused to Ms D and her son.

Findings and outcome

We found there was maladministration by the landlord. There were extensive and unreasonable delays in carrying out the works, many of which were not due to the impact of the Covid-19 pandemic.

The landlord's communication with Ms D was poor and she was not kept updated. The offer of £100 compensation for inconvenience did not recognise the fact that Ms D and her son had lived with the damp for over a year. It was also not reasonable to ask Ms D to claim from her insurer, given that the landlord was at fault for the length of time that the property was damp.

There was no evidence that the landlord considered Ms D's vulnerability and the impact of its service failures on her and her son, or offered redress to reflect the additional distress and inconvenience caused to them.

We ordered the landlord to pay Ms D £500 for her time, trouble, distress and inconvenience, in addition to the £100 already offered and the £1,000 offered for the loss of use of two rooms – a total of £1,600.

We ordered the landlord to refer Ms D to its own insurer in respect of the damage to her personal belongings, and to provide her with an action plan for the completion of the outstanding internal decoration works. We also ordered it to discuss any vulnerabilities with Ms D and amend its records accordingly, and to review its working practices and its communication with contractors in light of the learning from this case.

6: Poor response to concerns about the use of residents' car park by the landlord's staff

Complaint categories: Parking

Outcome: Maladministration (service failure)

Case ref: 202101899

Mr L is an assured tenant of a housing association flat. He told the landlord that he was 'fed up' with the landlord's vans parking in residents' spaces, which meant he could not find a parking space on a number of occasions.

The landlord tried unsuccessfully to contact Mr L. It then sent an email to its operatives advising them to only park at the building if working within the block. Operatives had been advised to park as close to a property as possible if they needed to transfer tools or materials, but to be mindful of residents and members of the public when parking and to leave suitable access.

Mr L then made a formal complaint about the parking issue. In its stage one response the landlord said that its cleaning staff needed to have a van nearby to access chemicals and cleaning equipment and vans were also required to remove large items of rubbish. Staff needed daily access to the bin stores and building services vans were also onsite carrying out repair work in the block. Tracking equipment showed that stops were usually short.

The landlord added that a 'parking for residents only' sign was to deter non-residents from parking for long periods, although visitors were allowed to park. It did not mean that the landlord's staff could not park there whilst carrying out work. The landlord invited Mr L to provide specific details of any issues caused by vans including registration numbers, dates and times, so that these could be looked into further.

Mr L was not satisfied with this response and asked to escalate his complaint to stage two. The landlord wrote to Mr L, stating that it would not escalate the complaint as it was not clear what a further review might achieve. It also noted that Mr L had

raised a similar complaint two years earlier and he had been asked to provide further information, including details of any vulnerabilities. The letter explained that the landlord had a site office based at the opposite building and staff had allocated parking spaces, but these did not impinge on residents' parking areas.

Mr L complained to the Ombudsman that the landlord was 'running a depot' from the basement of the building opposite which was causing traffic in the car park, noise disturbance from vans, and noise and litter from workers. He said that for years he had sometimes been unable to park his car and there was a lack of parking spaces available for the elderly and frail.

The landlord's internal correspondence, seen by the Ombudsman, confirmed that its voids repairs team operated from a neighbouring building and the staff had allocated parking within the car park.

Findings and outcome

We found that there was a service failure (a category of maladministration) by the landlord in its handling of Mr L's concerns about the use of the residents' car park by staff.

Prior to the formal complaint, the landlord did take some actions to try to resolve the issue. However, when Mr L contacted the landlord a few months later to inform it that the problem had not been resolved, it would have been reasonable for the landlord to take further action prior to concluding its investigation.

The landlord declined the resident's request to escalate his complaint to stage two. This meant that it missed an opportunity to resolve the complaint. The landlord did not fully investigate Mr L's complaint and did not therefore meet its obligations as stated in its complaints policy, and in the Ombudsman's Complaint Handling Code.

We ordered the landlord to pay Mr L £100 in recognition of the distress and inconvenience caused by its failure to properly investigate and address the complaint. We recommended that the landlord contact Mr L and clarify which of its staff had a right to use the car park, and obtain more details about his noise and litter concerns. It should also take steps to minimise the disruption caused by staff congregating during welfare breaks.

Insight on learning

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

Act fairly and reasonably

The Ombudsman not only considers whether landlords have complied with the law and their own policies, but also expects them to act fairly and take all reasonable steps to resolve problems and complaints. This is clearly stated in the Housing Ombudsman Scheme (para. 43): *'The Ombudsman will determine complaints by what is, in the Ombudsman's opinion, fair in all the circumstances of the case.'*

This is particularly the case where a third party is involved and has some responsibility for the cause of the complaint. In Case 1, although it was a developer who was responsible for causing and remedying a building defect, the landlord should have been proactive in chasing the developer and keeping the resident updated. The resident's shared ownership leasehold agreement was with the landlord and not the developer, and so the landlord should have been actively involved in ensuring that the defects were repaired within a reasonable timescale.

Continue to monitor ASB cases

Landlords should continue to monitor problems until they are fully resolved. This is particularly important in ASB cases, where a complainant may be experiencing significant distress.

In Case 3, although the landlord's initial response to the ASB was appropriate, it took its eye off the ball once it had referred the case to an external 'restorative hub'. It should have continued to monitor the case and check the outcome of the restorative process. If it had done so, it would have found that the process had failed to resolve the conflict between the neighbours and should have then taken the lead on pursuing other solutions. Referring a resident who reports ASB to a mediator, the Police, or another third party may be appropriate, but does not absolve the landlord of all further responsibility should the ASB not be resolved.

Early resolution is in everyone's interests

The earlier a dispute can be resolved the better. Residents want their complaints to be addressed as quickly as possible, and early resolution can save landlords time and expense, as well as limiting any damage to the long-term landlord/tenant relationship. Our mediation process can also avoid the need for a formal Ombudsman investigation.

In Case 4, the landlord successfully resolved the complaint after the Ombudsman's intervention. Although it had already sent a final response to the complaint, it looked at the resident's outstanding concerns and this led to further interrogation of its service charge accounts. It identified overpayments and refunded the resident, who was then happy for the case to be closed without the need for a full Ombudsman investigation.

Communication, communication, communication

In around 40 per cent of cases investigated by the Ombudsman we find some degree of maladministration. The most common category of complaint is repairs, generally followed by anti-social behaviour, but a common underlying theme in most of these complaints is poor communication, often coupled with poor record keeping.

Regular, clear and accurate communication is vital to keep residents updated and manage their expectations. Even when there is no progress to report, an update to that effect will reassure a resident that their outstanding repair or other issue has not been forgotten.

In Case 5, there was a catalogue of failures by the landlord and its contractors in addressing damp. The landlord failed to update the resident or provide any meaningful timescale for the repairs. Communication from the contractors to the resident and to the landlord was also very poor – resulting in numerous missed appointments. The landlord also failed to update the resident on when visits cancelled due to the Covid-19 pandemic could be reinstated. As a result, one of the orders we made was for the landlord to review its working practices and its communication with contractors in light of the learning from this case.

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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