

**Case summary:  
Severe maladministration finding  
Landlord: London borough of Lambeth  
Published: 1 March 2022**

## Landlord: London borough of Lambeth

**Complaint reference: 202003976**

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

### The complaint

Ms T complained about the landlord's response to water ingress at the property and its complaint handling. The Ombudsman has also considered the landlord's record keeping.

### Background

The Ombudsman has previously investigated a complaint that Ms T made about the landlord's investigation and repair of leaks at the property. The landlord was ordered to carry out works, such as inspecting and remedying pointing, and carrying out CCTV inspection of the external drains.

Following an inspection of the property the landlord's surveyor noted that most of the works ordered still needed to be completed. Inspections found further issues such as possible water ingress from above and a cracked soil pipe or leaking mains water supply. A CCTV inspection of drains to the walkway and an inspection for leaks to the main water supply in front of the property were recommended.

In response to a request from the Ombudsman for confirmation that the orders from the previous investigation had been carried out, the landlord said works had either been completed or were planned.

The landlord asked contractors for a progress report on the works that were ordered by the Ombudsman. It noted that the living room wall had been found to appear damp, and following an inspection of the external rear staircase and patio roof, the expansion joints had been found to have deteriorated. Orders had been raised for these works also, as well as a damp survey but the landlord required an update.

In response the contractor said that some works had been completed or not progressed because of various issues. The contractor emailed the surveyor referring to an inspection highlighting areas of concern that required further investigation.

An independent surveyor appointed by the landlord's legal team then carried out an inspection with regards to the water ingress and damp. This concluded that the property was suffering from an ongoing current and persistent leak, which appeared to arise from the leasehold property located immediately above, and had saturated the bathroom of the property, and caused damp and mould. The report concluded that as the major issue stemmed from the property above, the leaseholder should take any necessary action against the leaseholder of that property, rather than

against the landlord. However, it was for the landlord to remedy the ingress of moisture from the expansion joints.

Ms T's insurer said that it was unable to process the insurance claim as it understood that there were still a number of issues at the property, and it was awaiting the landlord and the leaseholder to resolve these.

In summer 2020 Ms T sent a complaint to the landlord, referenced the Ombudsman's previous determination and asked for proof of all the works ordered having been completed. She explained that her own insurers were limited in the action they could take as the problem was located outside of her property, and asked the landlord to raise a claim with its own insurer. She also contacted the Ombudsman to complain that these works had not been completed.

After a number of contacts from both the Ms T and the Ombudsman, the landlord sent a response in early 2021. It apologised for the delay and stated that works to the external pipes had taken place in an effort to resolve the leak, including a CCTV survey, and descaling of drains. It said she was required to arrange any checks to the inside of the property if there were still signs of a leak. It would be reviewing the concerns relating to the previous Ombudsman decision.

In response Ms T said that the issue was outside of her property, as had been concluded by surveys previously carried out. Ms T also noted that her request to refer the matter to the landlord's insurers had not been actioned, and no actual evidence of the works ordered by the Ombudsman being completed had been provided. She asked for the complaint to be reviewed.

Both Ms T and the Ombudsman contacted the landlord on several occasions following this, pursuing a response to the complaint. As this was not forthcoming, the Ombudsman issued the landlord with a Complaint Handling Failure Order and accepted the case for investigation.

The landlord provided its stage two response, apologising for the delay and any uncertainty and upset this may have caused. It set out the orders from the previous Ombudsman decision and noted Ms T's concern that these had not been completed. It said the landlord was trying to establish what had happened and would provide an update. There is no indication that an update was provided.

## **Assessment and findings**

In her complaint, Ms T explained that she has been dealing with the water ingress into her home since around 2015, which she states has caused damp and mould. She has explained that the problem has been extremely stressful and had a hugely negative impact on her and her family's wellbeing, as well as their use and enjoyment of their home. She has also explained that her insurers have been unable to progress her claim due to a lack of information and response from the landlord. As a resolution to the matter, she would like the water ingress and damp to be resolved, and compensation for the time, trouble and distress the issues have caused.

The Ombudsman asked the landlord to submit information to assist with this investigation, including information related to the repairs such as, repair logs, records of dates the property was attended, an explanation of works completed at each visit, details of any outstanding issues identified; an explanation of any difficulties or obstacles which delayed the landlord's ability to carry out the repair; and confirmation that the repairs have now been completed or an explanation of any outstanding repairs relating to the complaint and any plan in place to resolve these.

It was also asked to provide evidence that all the works ordered in the previous Ombudsman decision had been completed, and to ensure that all documentation provided was clearly labelled using the same numbering system as set out in the information request.

In response to this the landlord has submitted a large number of emails, many of which are duplicated many times, in a file spanning many hundreds of pages. In its covering letter it has stated 'refer to the attached' in response to some of the request for information, but it has often not been possible to identify what exactly the landlord refers to.

The landlord took too long to raise works following on from the Ombudsman's previous determination, and when it did, it had inadequate systems in place to monitor these and ensure that they were completed. It is important to note that the orders were made to put right earlier failings by the landlord which had caused detriment to the Ms T. The landlord's further and significant failings in managing the associated works significantly compounded the detriment which had been caused.

There is little evidence of a joined-up approach between the landlord and the contractor, with the landlord seemingly struggling to determine what was happening with the works. For example, although a damp survey was carried out which recommended a CCTV survey, the landlord was still chasing the contractor for a copy of the report over a month later.

#### *Ongoing reports of water ingress at the property*

In relation to the overall issue of water ingress at the property, the limited information available is unclear on the cause of this, whose responsibility it is to remedy, and what action has been taken by the landlord to try and resolve the matter. It is not apparent whether investigations and works recommended to the landlord were completed.

There is no indication of the landlord's final position on the matter, in relation to the cause of the ingress and whether it was responsible for remedying this under the terms of the lease, or indeed if it ever took a view on this. Ms T's view is that there remain repair issues at the property which are the landlord's responsibility to address.

There have been significant failings in the landlord's handling of this matter and there has now been ongoing detriment to Ms T for several years. The landlord has failed to demonstrate that it has taken reasonable and appropriate steps to investigate and resolve the water ingress issues, with associated damp and mould, at the property.

### *Handling of the formal complaint*

In terms of the handling of Ms T's formal complaint there were significant failings here too. Ms T made her initial complaint in 2020, and the Ombudsman followed this up with the landlord. However, it was not until early 2021 that a response was provided, some five months outside of the time frame stipulated in the complaint policy.

The response gave very little information, and failed to fully address the complaint. The subsequent stage two response, which took four months, failed to address the complaint, and did not respond to Ms T's request to refer the matter to the landlord's insurers. It is particularly concerning that despite having four months to interrogate its records and speak with staff, the landlord was unable to determine any details about the works to the property. This was not fair and the landlord failed to follow appropriate processes here. It is again indicative of significant record keeping issues. The failings in the landlord's complaint handling further compounded the detriment caused to Ms T by its failures in its handling of the substantive issue.

Outside of this complaint, the landlord has advised the Ombudsman that it has since reviewed its complaint case management. This has included planning a casework system upgrade to monitor compliance and reporting which allows for daily performance management and aggregation of trends. In addition, it communicated its intention to restructure its Housing Complaints Team to improve complaint handling. However, it is not known whether these planned changes have taken place, and as can be seen from this case, as recently as mid-2021 its response to this complaint was very poor.

The Ombudsman is satisfied that the landlord's recent service improvements may mitigate some of the failings identified in this report. However, while the improvements set out explicitly address the management of day-to-day responsive repairs, it is not known whether they address works such as these which seem to fall outside of day-to-day repairs.

### *Record keeping*

The landlord has been unable to provide the Ombudsman with coherent and sufficient records of investigation and works undertaken at the property. This indicates a poor level of record keeping and/or record retrieval. Poor record keeping, or retrieval of records, has evidently hampered the landlord's staff having clear oversight of the water ingress and repair issue, its ability to address the formal complaint, and ability to provide insurers with sufficient documentation.

## **Determination**

We found severe maladministration in the landlord's handling of works relating to water ingress at the property. We also found severe maladministration in the landlord's handling of the formal complaint about this matter and maladministration in the landlord's record keeping.

We ordered the landlord to pay a total of £2,150 in compensation.

We also ordered the landlord to arrange for a surveyor to attend, who should have knowledge of the previous orders and any survey which has taken place more recently. A report should be produced with recommendations for works, including all orders made previously, to be shared with the Ombudsman and Ms T. Any works that are recommended should be completed within three months of the date of the inspection. The landlord should also respond to Ms T's request to refer the matter to its own insurers.

We ordered the landlord to review its record keeping practices, including those resulting from the redesign of its repair and maintenance services, for responsive and planned repairs and maintenance. This is to ensure that accurate and accessible records are kept and maintained, both of works raised and completed and of leaseholder contact. As part of its review, the landlord should consider whether a record management policy and staff training are required.

We further ordered the landlord to confirm whether the redesign of its repair and maintenance services will apply to works that fall outside of day-to-day repairs. If so, the landlord should set out how the redesign will mitigate the risk of the failings identified in this case happening again. If not, the landlord should confirm its current policy, procedure and/or approach to monitoring these works as well as what changes will be made to reduce the risk of the failings identified in this case happening again. This should include reference to monitoring of and adhering to agreed timescales, completing work to appropriate standards and keeping residents informed. The outcome of this review should be reported to its appropriate governing body.

We also ordered the landlord to confirm whether the proposed changes to complaint case handling have been implemented and, if so, how this will mitigate the risk of the failings identified in this case happening again.