

Case summary:
Severe maladministration finding
Landlord: Clarion
Published: 26 April 2022

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Complaint reference: 201910195

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

The complaint

Mrs C complained about the landlord's handling of repairs to her roof and to address damp and mould. She also complained about repairs to address cracking and the handling of her complaint.

Background and summary of events

Mrs C reported her roof began leaking in 2017 causing damage, damp and mould internally. She said when it rained water leaked down the walls causing her family's health and living conditions to be seriously impacted. The repair history provided by the landlord shows she reported leaks, damp/mould and cracks to the interior of the property regularly throughout 2019.

Whatever action was taken, however, failed to resolve the problem. Mrs C has explained that despite the landlord confirming she needed a new roof it had told her there would be no funding for this until 2025, with 2022 as the "best case scenario." It said it would address the resulting internal damage to the property once the repairs were resolved.

Mrs C complained about the potential delay of the roof replacement. The landlord responded saying that having exhausted all interim repairs, it had brought forward the roof replacement works to start in early 2020. When this did not happen, she requested an escalation of her complaint to Stage 2 of the landlord's complaints process but received no response. Following the Ombudsman's intervention, the landlord escalated the complaint for review.

The landlord contacted Mrs C and explained that works were delayed due to un-armoured overhead cables, which meant scaffolding could not be erected.

In recognition of the delayed start date the landlord paid her £50 compensation. It said her request that damp and mould be addressed would need investigating once the roof had been replaced and it had alerted its repairs service to attend and inspect the property once the roof works were complete.

Work to the roof started in spring 2020, but as a result of the need to re-strip the roof on two subsequent occasions the work took until summer 2020 to complete. The landlord's records indicate that a subsequent inspection confirmed no further roof leaks were present at that point. Mrs C has said that despite being told internal repairs would then be undertaken she constantly had to chase the landlord for information about this.

Meanwhile, Mrs C had also reported cracking to the walls and a structural engineer attended. She said the engineer found there to be considerable subsidence – causing cracks in every room and externally - that should have been dealt with a year ago. She reported that extensive damp throughout the house had damaged her belongings which had had to be thrown away, and that damp and mould in the kitchen meant she was unable to fully use it.

Mrs C raised a formal complaint with the landlord about its lack of action to repair the property and make it habitable following the roof replacement and problems associated with continuing damp and mould. She complained of continuing leaks, cracking from subsidence, and that damp and mould were making the property uninhabitable and affecting her family's health. She chased a response, with the Ombudsman intervening to ask that the landlord respond. Mrs C has also contacted Environmental Health which advised her to not use the rooms affected by damp and mould, which she said was not possible.

In 2021 arrangements were made to decant Mrs C to a hotel for a period of 4-6 weeks, which was subsequently extended.

Assessment and findings

The Ombudsman has not been provided with full details of the landlord's repair records or its communication with Mrs C. That said, the essential facts of the case do not appear to be disputed and so the Ombudsman has based its determination on the information provided. Taking each aspect of the complaint in turn the Ombudsman finds as follows:

Roof repair/replacement: It is not disputed that Mrs C's property suffered several roof leaks which repairs failed to resolve, eventually necessitating a roof replacement. The Ombudsman has seen no evidence that the fact that a new roof was required was due to a failure on the part of the landlord. There is also a suggestion from her account that the landlord brought forward the planned works, which indicates the landlord was responding appropriately to the urgency of the situation.

While the landlord provided an explanation to Mrs C about the delay in the start date and subsequently agreed on a new date, which was adhered to, it should still be

noted that Mrs C had been patient while the landlord explored other avenues to fix the roof, despite reporting that leaks had seriously impacted her living conditions, and the month delay in communicating that there was a delay to works starting, would have caused further unnecessary distress and inconvenience to Mrs C and her family.

Mrs C's frustration was then further exacerbated when the replacement works became protracted with the roof having to be re-laid three times, taking until the summer of 2020 to complete. The details and reason for this is not entirely clear, but the landlord was responsible for the work of its contractors and the Ombudsman does not consider the £50 compensation it paid in its complaint response for the delayed start date fully recognised the overall impact on her and her family – both of considerable disruption and disappointment – in the time taken to complete the roof replacement.

Damp and mould: The delay discussed above also had a knock-on effect to the time taken to address the resulting damp and mould. The evidence provided does not make clear the extent to which the problems with the roof were the cause of damp and mould in the property as there is also an indication of issues with a damp course. But it is apparent from Mrs C's description of leaks following heavy rainfall, that it was likely a considerable contributory factor. The Ombudsman does not consider it unreasonable for the landlord to want to await the completion of the roof replacement before undertaking work to address the damp and mould; and Mrs C appears to have agreed to this.

But despite the roof replacement being completed, despite the structural engineer's findings, and despite Mrs C's subsequent chasing of the landlord for updates and a response to her repeatedly raised complaint, it failed to update her on action to resolve the issues or to respond to her complaint. Indeed, the evidence does not show any significant action was taken to address the damp and mould and make good the resulting damage to the property until spring 2021, with the actual repairs being undertaken from the summer of 2021. That was a substantial time of over a year for Mrs C and her family to wait for this to be done, all the while living in deteriorating and less than ideal conditions.

The landlord's failure to respond to Mrs C's request for updates appears due to a failure by the landlord's call centre to relay updates from its technical inspection officer back to Mrs C. That breakdown in communication was a service failure which caused Mrs C obvious and understandable frustration and annoyance. This was then further compounded by the landlord's failure to respond to her formal complaints about the issue, for which it has provided no explanation. The evidence indicates that during this time the landlord was seeking to investigate and resolve the subsidence issue through its insurers. Nevertheless, this ought to have proved no obstacle to it responding in the interim to the issue of damp and mould and seeking

to improve Mrs C's living conditions while a decision on the subsidence was reached.

Indeed, this is what eventually happened, as 'non-insured' repairs were undertaken, while the insurance claim was still pending. In the Ombudsman's view, this was a significant delay, of which the stress and inconvenience on Mrs C and her family was eventually sufficiently recognised by the landlord in its offer of £1,200 compensation.

Cracking (subsidence): The landlord was clearly not responsible for the fact of the subsidence, but once cracks were reported it was responsible for ensuring these and any underlying issue was addressed. The evidence the Ombudsman has seen indicates that it did so by responding to the initial reports of cracks with a claim for subsidence. In light of the repudiation of this first claim it was not unreasonable for the landlord to not look to pursue an underlying cause at that point. But it was still responsible for making good any damage to the property. Mrs C has said that the structural engineer noted damage which ought to have been addressed the previous year. The Ombudsman can only base its findings on the available evidence, and it has been provided with no evidence to verify either if this was said or to what any such comment was specifically related. It does note, however, that it was not considered that the cracking necessitated a decant, so concludes from this that the cracking in 2019 was not so severe as to render the property potentially unsafe or not fit for habitation.

Notwithstanding this, the evidence does show that when Mrs C had reported a worsening of the situation in 2020 the landlord had responded appropriately by obtaining the further structural engineer's assessment and submitting its further claim for subsidence. That was an appropriate response by the landlord, and it was reasonable that Mrs C indicated she was willing to await the outcome before repairs were addressed.

However, that being the case, it was imperative that the landlord keep Mrs C updated on developments so as to reassure her that all necessary action was being taken to address the subsidence and resolve the cracking in the property. The Ombudsman finds that it failed to do so. The visit from a loss adjuster failed to materialise and after repeated chasing by her the landlord acknowledged its failure to raise a request for this. Similarly, despite Mrs C apparently being told monitoring equipment would be installed, this was not done until a year later.

Meanwhile, Mrs C and her family were experiencing understandable concern and inconvenience of living in a property with potential structural issues. The Ombudsman considers the landlord failed to progress its investigation of the subsidence issue as promptly as it ought to have, bearing in mind the worsening of the situation and the duration of time since she first reported the cracking. This delay and the lack of information and updates from the landlord understandably

undermined Mrs C's confidence that matters were being progressed sufficiently quickly.

Complaint handling: Threaded throughout this case is the evident frustration and exasperation of Mrs C at the fact that the landlord repeatedly failed to respond to her complaints. Her complaint about the delayed start of the roof replacement was not escalated by the landlord until the Ombudsman intervened, eliciting a response some four months later. Her later complaint, which by then concerned additional matters including worsening damp/mould and the cracking, was not responded to. This was despite her chasing a response and the Ombudsman on her behalf.

Indeed, it was only following the Ombudsman's further intervention that the landlord provided its Stage 1 response, some five months after Mrs C had first submitted the complaint. These service failures were then compounded by the landlord's failure to provide her with its Stage 2 review until after her chasing a response. The Ombudsman notes its final response came 12 weeks after she had first requested it. That delay was considerably beyond the landlord's 20 working day service standard for such a response.

All in all, therefore, the Ombudsman finds the landlord's oversight of its complaints procedure was poor. It failed to ensure Mrs C was provided with responses within the timeframes she was entitled to expect and its failure to do so necessitated the involvement of her and the intervention of the Ombudsman to an unreasonable degree. The delay, time and trouble suffered by Mrs C in pursuit of her complaint was not only considerably inconvenient and frustrating for her but, in the Ombudsman's view, will also have given her little confidence her complaints were being treated as seriously as they deserved to be.

Aside from the delays, the Ombudsman notes Mrs C also raised during the course of her complaints her claim that her personal belongings had been damaged as a result of the leaks, damp and mould, and that various items had had to be replaced. She also made repeated reference to the detrimental impact of the mould and damp on her family's health. Although the landlord eventually, and appropriately, advised her in its final Stage 2 response as to how to make an insurance claim (either through her own or its insurance) for her damaged belongings, this was relatively late in the day and ought to have been explained sooner.

With respect to any alleged impact on Mrs C's family's health, the Ombudsman has seen no attempt by the landlord in its complaint responses or otherwise to advise her as to how to pursue a personal injury claim for this; if that was something she wished to do. In the Ombudsman's view, the landlord's failure to advise her on the appropriate course of action for such a claim was an oversight which lacked appropriate customer focus.

On the issue of compensation more generally, the Ombudsman has already explained where it considers the landlord has failed to provide adequate recognition of its service failures. In doing so it has taken account of the landlord's compensation payment totalling £1,315. It is difficult to know precisely what individual service failures were being recognised in this award as the landlord failed to specify this in anything other than general terms. The Ombudsman has presumed that the payments totalling £1,200 – excluding the payments for delayed complaint handling/resolution and a missed appointment - were in the main related to the landlord's response to the damp and mould as that had become the focus of Mrs C's complaint. The Ombudsman considers those payments, taken together, provided her with the necessary tangible recognition to which she was entitled for its individual service failures.

Beyond the issue of compensation, other than its apparent failure to answer Mrs C's query concerning the damp roof timbers and her repeated request for a schedule of works, the Ombudsman considers the landlord's final Stage 2 response was an appropriate attempt to comprehensively answer the outstanding issues as highlighted by her following its Stage 1 response.

Determination

We found service failure (maladministration) by the landlord in its handling of the repairs to Mrs C's roof and to address cracking at the property.

We found the landlord offered reasonable redress for its handling of the repairs to address damp and mould at the property.

We also found severe maladministration by the landlord in its handling of Mrs C's complaint.

We ordered additional compensation of £1,100. We also ordered the landlord to respond to Mrs C on the remaining aspects of her complaint including replacement of roof timbers which she considered to be damp and mouldy, the schedule of works and how she can make a personal injury claim.

The Ombudsman also recommended the landlord pay Mrs C the £1,200 in compensation previously offered for the identified failures in its handling of this aspect of the complaint.