

**Case summary:**  
**Severe maladministration finding**  
**Landlord: Clarion**  
**Published: 12 May 2022**

## Landlord: Clarion

**Complaint reference:** 201914233

**Complaint categories:** Repairs (heating and hot water; leaks, damp and mould), pest control, communal areas, tenancy succession, complaint handling.

## The complaint

Ms K complained about the landlord's response to her reports about delays resolving water issues, delays resolving leaks and repairs, rodent infestation, communal doors and lights, and tenancy change and succession. The landlord's complaints handling, communication and consideration of Ms K's vulnerabilities has also been investigated.

## Background and summary of events

Ms K is an assured tenant of the landlord. She has stated she has vulnerabilities, including in information referred to the landlord by the Ombudsman, while the landlord states it has no vulnerabilities on record.

### ***Water issues***

Ms K reported intermittent lack of hot and cold water and toilet flushing issues in 2019, which the landlord identified could relate to a stopcock. The landlord delayed in progressing the repairs and did not comply with Ms K's preferred communication method. She complained and then later reported a total loss of hot and cold water. Following this, the landlord liaised with Ms K in line with her preferred communication method and the landlord temporarily repaired and then replaced the stopcock in early 2020, which resolved the issues. The landlord closed the complaint the following month after Ms K advised that she intended to take legal action. This was not forthcoming and Ms K complained again later that year where she reported that she had vulnerabilities, as well as stated a communication preference on multiple occasions. In its response, the landlord acknowledged and apologised that the repair took longer than it should and that there had been communication and appointment issues in respect to the repair. It confirmed lessons had been learned and awarded £1,507.97 for repairs delays, loss of hot and cold water, complaint handling and inconvenience caused to Ms K.

### ***Leaks and repairs***

Ms K complained about leaks and repairs issues in 2019, after which the landlord inspected and created a list of repairs that included mould treatment and internal works for previous leaks. The landlord delayed in progressing the repairs and did not communicate by Ms K's preferred method, and in early 2020 the complaint was closed after she advised that she intended to take legal action. Ms K complained

again later that year, where she reported that she had vulnerabilities, as well as stated a communication preference on multiple occasions. The landlord and its contractor contacted Ms K and scheduled appointments contrary to the stated communication preference. In early 2021, Ms K reported current leaks that affected the property and the landlord completed external works which resolved these. The landlord then inspected and created a list of internal repairs. After the landlord informed Ms K it would decant her to carry out the works, she restated that she had vulnerabilities and enquired about assistance such as support packing belongings, which the landlord said it was unable to provide. Ms K decanted the property later in 2021 after which works were not commenced due to a need for her to pack items in the property and handover keys. The landlord subsequently offered assistance, which was postponed until an outcome to an application to move from Ms K. In its response (which also addressed the rodent infestation complaint), the landlord explained that it had identified a number of unspecified concerns and awarded £950 for delays, complaint handling and inconvenience caused to Ms K.

### ***Rodent infestation***

Ms K complained about rodent issues in 2019, after which the landlord inspected and created a list of repairs that included to seal gaps. The landlord delayed in progressing the repairs and they and the complaint were placed on hold in early 2020, after Ms K informed the landlord that she intended to take legal action. Ms K complained again later in 2020, where she reported that she had vulnerabilities, without action from the landlord. In reports in early 2021, Ms K then explained the issue had worsened and she was sleeping on her sofa due to mice and droppings in almost every room. In its response, the landlord initially informed Ms K that it would inspect communal areas for treatment but she was responsible for pest control in her home. The landlord then inspected and created a list of internal repairs, which included internal works to address what it confirmed to be an extensive mice infestation, and later informed Ms K it would decant her to carry out works. In late 2021, after Ms K decanted from the property, an independent survey commissioned identified the most significant problem with the property was a “heavy rodent infestation” which was so extensive and severe that the property was “unfit for human habitation.” In its response (which also addressed the leaks and repairs complaint), the landlord explained that it had identified a number of unspecified concerns and awarded £950 for delays, complaint handling and inconvenience caused to Ms K.

### ***Communal doors and lights***

Ms K raised security concerns to the landlord which included communal doors being out of order and communal lights being broken. The landlord advised that works for a new door entry system were scheduled; evaluated if interim door repairs could be carried out; carried out multiple repairs in response to communal light reports; and it acknowledged a delay for one repair.

### ***Tenancy change and succession***

Ms K's late relative succeeded a joint secure tenancy which was changed to an assured tenancy after the property's transfer from a local authority. Ms K complained about the tenancy being demoted and her being excluded from signing a joint tenancy with her relative. The landlord enclosed documents in relation to the stock transfer and responded that Ms K's relative was asked to sign an assured tenancy which included all the rights in the secure tenancy and Ms K succeeded the tenancy with the same rights.

## **Assessment and findings**

### ***Water issues***

In accordance with the Landlord and Tenant Act 1985 and its repairs policy, the landlord is responsible for hot and cold water within the property. The Ombudsman's recent Spotlight report on complaints about heating and hot water confirms hot water is a basic need for any household, and that loss of hot water can be a risk to health and wellbeing. As a result, it is necessary for the landlord to investigate any reports of water issues and to take steps to try to resolve them.

Following Ms K's report about water issues in 2019, the landlord initially attended in a timely manner and reasonable for the intermittent nature of issues reported. However, it took eight months to carry out the repair, during which there were unreasonable periods of delay and service issues.

There were delays raising repairs after a surveyor's visit, and while an escalation process appears to have been appropriately attempted to highlight delays, this was not effective in resolving matters in a timely way. A landlord is expected to have effective processes in place to raise identified and reported repairs so that these can be resolved in a timely manner for its residents. It was therefore inappropriate that it took over a month, for the water repair to be raised, particularly when Ms K reported complete loss of hot and cold water.

From 2020, the evidence shows that the landlord then tried to take more effective steps to resolve the issue and to communicate better with Ms K. It offered to arrange for a plumber to attend the same day, then arranged for a plumber to attend a few days later which appears to have been unsuccessful as Ms K's stated availability changed in the three working days that elapsed. The landlord then liaised with Ms K to attend to restore the water flow and renew the stopcock, which information advises resolved the issue.

This investigation notes information advising that there were instances where Ms K lacked hot or cold water for days or months at a time. This investigation sees no evidence of contemporaneous reports to the landlord about these, which would allow specific assessment of these periods of water loss (including the frequency and

duration) and the landlord's response to this; therefore this investigation's assessment of these is limited.

In recognition of the delay in resolving the water issue and impact of this on Ms K, the landlord has offered £1,507.97 compensation. In the Ombudsman's opinion the financial remedy offered by the landlord appears suitable financial redress for the delays resolving the water issue.

This means the Ombudsman considers it appropriate to make a finding of reasonable redress for this aspect, which may have been a finding of severe maladministration had the landlord not taken some steps to acknowledge and provide redress for its failings. This finding does not mean the Ombudsman thinks the water issue, the landlord's handling or impact on Ms K was 'reasonable.' The finding reflects that there were considerable failings by the landlord, which its compensation offer acknowledges and compensates for in line with the Ombudsman's approach.

### ***Leaks and repairs***

In accordance with the Landlord and Tenant Act 1985 and its repairs policy, the landlord is responsible for structural repairs. It is therefore necessary for it to investigate any repairs reports and to take steps to try to resolve them.

Following a report from Ms K in 2019 that her door jammed, the landlord carried out repairs to the door the same month. There then appears to have been no further reports until Ms K complained later in 2019 about contractors attending incorrect addresses and not scheduling visits properly, which this investigation understands to be in relation to the water issues assessed separately in this report.

The landlord arranged for its surveyor to attend for an inspection, which identified requirement for replastering in various areas affected by previous/historic leaks; a three stage mould treatment to a bathroom; sealing of gaps/holes to a balcony door; a test of a non-functional electric socket; and a check of a roof terrace due to evidence of previous leaks. It was also identified that the front door opened and closed correctly, and that two out of three vents noted at the property were not working, for which renewal of the block vent system was being assessed by a planned works team.

These were reasonable initial responses to Ms K's concerns about repairs such as damp and mould. Most issues do not appear to have been raised recently prior to the complaint and the recommendations provided initial solutions to the matters.

There was then a delay in raising most of the repairs identified at the visit, which the landlord has acknowledged was due to confusion about processes and responsibilities. Following this, the landlord acted promptly to schedule the repairs (although these were not arranged at the "resident's convenience" in line with its repairs policy). There were then delays progressing the remaining recommended repairs when the landlord corrected the contractors' belief that only outstanding repairs were "making good" after a repair for the separate water issue. While the

separate water issue understandably took some focus around this time, this lack of progress was not reasonable, and subsequent clarification by the landlord about the chronology and Ms K's concerns was appropriate and demonstrated it was seeking to resolve matters.

The landlord and its contractor progressed matters more effectively and agreed with Ms K to attend to carry out the repairs, which were then refused due to a stated intention to take legal action. Here, it may have been reasonable for Ms K to give the landlord an opportunity to complete the works she needed, as contractor attendance indicated a commitment to meet the previously agreed time and to complete the works. This investigation does understand however that Ms K may have lacked confidence in the landlord due to previous communication and handling. While this stated legal action led to works and the complaint being placed on hold, further visits to carry out works were made.

Following this, information provided advises communal leaks were raised from 2020; and damp, mould, leaks and rodent issues were raised from at least 2020, when referred by the local authority.

The landlord does not evidence that it responded to the reports of communal/corridor leaks reasonably. This investigation notes that while these issues have caused distress and inconvenience, no inspections have identified they have directly impacted the property, therefore the impact of these appear to be less than repairs within Ms K's own property.

The landlord also does not evidence that it responded to the repairs reports reasonably. While there were attempts to inspect, these were not effectively scheduled as Ms K's preference for email was not taken into account, and this resulted in further delays which the landlord has not demonstrated it did enough to avoid.

This investigation notes that while the landlord raised works to treat mould, it is of concern that the block ventilation system was stated to be non-functional. The Ombudsman's recent Spotlight report on damp and mould confirms ventilation is a factor to help mitigate these, which raises concern about a potential wider impact on other affected residents in the block, in their combating of damp, mould and condensation. A recommendation is therefore made in relation to this aspect.

Overall, the evidence shows that, while there is limited evidence of issues being ongoing since 2013, from 2019 a number of necessary repairs were known to the landlord for which there have been overall delays of over 15 months. This includes a period of four months from when repairs were identified to when the landlord inappropriately closed the complaint; and a period of six months from when Ms K complained again to when the landlord responded and inspected in February 2021.

This was inappropriate and the landlord's responses rightly acknowledged, apologised and compensated for the issues, delays and inconvenience. The landlord appropriately confirmed it had learned some lessons from the case and in events closer to the response, it had liaised with Ms K and a neighbour in a generally



reasonable and timely way to inspect and then complete works for current leaks which affected Ms K's living room. The works were completed in a timely manner, given these required scaffolding and involved repairs to multiple elements, after which a surveyor attended and within two weeks provided initial details of proposed works to address issues including mould, plastering, and a balcony door. It was appropriate for the landlord to ensure leaks affecting the property were resolved, and to review further necessary works, and this and Ms K's subsequent decant demonstrated a commitment to resolve matters.

The landlord has offered £975 compensation in recognition of the delays and impact of these on Ms K which appears in line with the landlord's policies. Considering all of the circumstances of the case, in the Ombudsman's opinion the financial remedy of £975 offered by the landlord appears suitable financial redress for the delays resolving the leaks and repairs.

This means the Ombudsman considers it appropriate to make a finding of reasonable redress for this aspect, which may have been a finding of severe maladministration had the landlord not taken some steps to acknowledge and provide redress for its failings.

Again it is important to note that this finding does not mean the Ombudsman thinks the leaks and repairs delays, the landlord's handling or impact on Ms K was 'reasonable.' The finding reflects that there were considerable failings by the landlord, which its compensation offer acknowledges and compensates for in line with the Ombudsman's approach. Whilst this is the case, this investigation has made some recommendations in recognition of acknowledged and/or identified service issues in respect of this aspect.

### ***Rodent infestation***

In accordance with the Landlord and Tenant Act 1985 and its repairs policy, the landlord is responsible for structural repairs. In addition, the landlord's tenancy management policy confirms it has responsibility to assess and try to prevent the cause of pest issues, including communal causes; and discretion to carry out treatment and recharge the tenant if an infestation has occurred due to no fault of a tenant. Under the same policy, the resident has responsibility to report issues; take action to prevent spread of the problem; and treat and/or pay for treatment of infestations. It is therefore necessary for the landlord to investigate pest reports and to take steps in line with its obligations to try to resolve them; while tenants should be mindful of some responsibility of their own to take action.

Following a report in 2019 of holes caused by mice, which the contact centre reportedly stated was Ms K's responsibility, the landlord inspected the same month and recommended for a repair to be raised to fill internal and external gaps to a balcony door. The issue was not reported or identified to be extensive at this point, and the landlord met its obligation to assess Ms K's report and to recommend works considered appropriate at that time.

There was then a delay in raising the repair and delay progressing the repair when the landlord corrected the contractors' belief that the only outstanding repairs were "making good" after a repair for the separate water issue. The landlord then arranged to carry out the repair and closed the repair and complaint after Ms K's stated intention to take legal action. As with the repairs and leaks, the initial delays and lack of progress were not reasonable, and the landlord's later liaison with Ms K to attend demonstrates it was seeking to resolve matters and carry out the repair.

The rodent issues were raised again to the landlord in 2020, when referred by the local authority, then when referred by the Ombudsman, and in 2021, when Ms K reported mice in almost every room, using black bags to salvage items and sleeping on the sofa. The landlord does not evidence that it responded to these reports until its stage one response and inspection of Ms K's property. Her preference for email was not taken into account during these periods when the landlord attempted to contact her about repairs and complaints, which resulted in delays that the landlord has not demonstrated it did enough to avoid. The landlord missed the opportunity to inspect the issue when it gained access to inspect for the leaks, although Ms K had raised recent concern about the issue. This shows that the landlord's handling of the issue lacked reasonable focus and that it missed the opportunity to establish the extent of the issue, review appropriate action, or provide relevant guidance, when the issue was raised on multiple occasions. This was not appropriate.

In its stage one response, the landlord was also not reasonable to refer to resident responsibility, as this did not take into account the severity of the most recent reports and the response delays for the repairs reports and complaints.

The landlord however rightly acknowledged, apologised and made an offer of compensation for the rodent issues in conjunction with the delays resolving the leaks and repairs, and an inspection recommended repairs to be raised for a deep clean, professional assessment and baiting at the property. This demonstrates that the landlord did accept greater responsibility after it identified the nature of the issue, and this and Ms K's subsequent decant demonstrated a commitment to resolve matters.

The landlord offered £975 compensation in recognition of the delay in the rodent infestation repair and impact of this on Ms K, in conjunction with the delays resolving the leaks and other repairs, which appears in line with the landlord's policies. Considering all of the circumstances of the case, in the Ombudsman's opinion the financial remedy of £975 offered by the landlord appears suitable financial redress for the rodent infestation issues.

Nevertheless, the evidence shows that there were unacknowledged failings in the landlord's response to Ms K's reports of a rodent infestation. This includes delays of a period of four months from when the repair for gaps was identified to when the landlord inappropriately closed the complaint; and a period of six months from when Ms K complained again to when the landlord responded and inspected.



It is of particular note to this investigation that in 2021, the rodent infestation had led Ms K to sleep on a sofa in her living room, as it affected bedrooms; in February 2021, the landlord's surveyor described it as "extensive;" and in October 2021, an independent surveyor described it as a "heavy rodent infestation" so extensive and severe that the property was "unfit for human habitation."

The severity of the issue highlighted in the initial inspection or the independent inspection was not detailed until a later date. It is therefore not clear the property was affected to such an extent throughout the complaint. The evidence is also limited about steps to treat or pay for professional treatment inside the property, which under the landlord's policies is tenant responsibility. However, this does not take away from the landlord's obligations toward Ms K and the structure of the property, which it was not reasonably mindful of on multiple occasions. In conjunction with issues assessed later in this report, the delay in carrying out works and missed opportunities to assess the issue clearly contributed to ongoing lack of resolution to the issue, which is not appropriate.

The cumulative effect and impact of the landlord's handling of this issue means the Ombudsman considers it appropriate to make a finding of service failure for this aspect, which may have been a finding of severe maladministration had the landlord not taken some steps to acknowledge and provide redress for its failings. This investigation has therefore made recommendations in recognition of acknowledged and/or identified service issues in respect of this aspect.

### ***Communal doors and lights***

In response to Ms K's concerns about communal doors, the landlord arranged an inspection to assess the situation. The landlord then reviewed this and set out its position that the doors remained unlocked due to alternative issues this would cause, and that a new door system would be installed.

The landlord confirmed the above in a response to Ms K's complaint and restated this in its stage one response, although this indicated that the new door system would be installed at a later date. The final response reported that the door system had been renewed.

In response to Ms K's concerns about communal lights, the landlord completed repairs about 17 days after an acknowledged report during which it was noted there was partial lighting. The landlord also noted during an inspection that lights were not working and arranged for these to be repaired.

The landlord's responses demonstrate it took reasonable steps to investigate and review Ms K's reports and concerns and provided reasonable responses in the circumstances. In the Ombudsman's opinion, it is reasonable if the landlord may not have been able to immediately carry out renewal works, due to changing priorities and budgets of planned works programmes it has.

### ***Tenancy change and succession***

In response to Ms K's concerns about the tenancy being demoted after her relative passed away, the landlord explained that she was asked to sign an assured tenancy, which included all the rights in the secure tenancy.

This is in line with information provided when the property transferred from the local authority, which stated secure tenants would become assured tenants with all key rights protected.

This investigation can see no injustice which will have been caused as Ms K's late relative will have become an assured tenant in line with what was stated in transfer proposals, and she then became an assured tenant at what appears to have been the landlord's discretion.

The landlord's response therefore appears reasonable in the circumstances, given there appears no specific evidence/events complained that Ms K is not being treated as an assured tenant as stated in her tenancy agreement and by the landlord.

### ***Complaints handling, communication, and consideration of the resident's vulnerabilities***

This investigation notes that since its response in 2021, the landlord has been more mindful of a stated preference by Ms K for email, provided support, had a multi-agency approach, and exercised discretion for expenses reimbursements. However, during the course of the complaint there were a number of issues with complaint handling, communication and consideration of Ms K's vulnerabilities.

The landlord's first response (the closure letter) was four months after the complaint was made. The landlord appears to have had no set response timeframes at this time and it appears to have sought to provide responses after issues were resolved. The lack of a complaint response in a timely manner missed an opportunity to provide formal clarity to Ms K about steps being taken to resolve issues and timeframes to expect, to help manage her expectations.

The landlord has not disputed that its closure of the complaint was inappropriate, as its complaints policy advises it will manage a complaint until confirmation of legal action has been received. The landlord did not receive confirmation of legal proceedings in the overall timeframe of the complaint which means it was not mindful of this policy for a year and did not identify this when opportunities arose.

This investigation notes Ms K complains no one from the legal department contacted her after the complaint closure, and states her not allowing any visits was after the landlord had stated it did not have any funding for works. The letter stated that once a legal claim was received, it would be processed by the appropriate team, and does not appear to create any expectation Ms K would be contacted. This investigation can also see no evidence that Ms K was informed the landlord did not have the budget for the works. Ms K had the option to contact the landlord if she later wished to allow works, after she informed it of an intention to take legal action and refused access to contractors, since it operates a reactive repairs service.

However, when legal action was not forthcoming, it could have been reasonable for the landlord to proactively contact Ms K regarding its responsibilities toward her and the structure, particularly since a roofer reported that the property had “really bad ventilation” which was “creating damp issues” throughout. This investigation notes further access attempts were made for the repairs, which given the circumstances, may have been accompanied by resolution-focused communication from the landlord. Where legal action is threatened it should be borne in mind the courts see this as a last resort for both parties, and it could have been resolution focused for the landlord to clearly set out in writing any assistance it could provide for outstanding works which could try to avoid the necessity for legal action. This would also apply to the complaint closure.

The landlord’s main stated lessons learned in respect to complaint handling concerns its closure of the complaint in 2020. However, its responses do not acknowledge and address that Ms K made a later complaint in 2020, which was closed in just over a week because, in its view, she did not engage. When called by contractors about the complaint, Ms K was noted as having asked to be emailed by the landlord. There is no evidence at this time that this communication preference was considered or that Ms K was emailed in relation to the complaint to explore how her issues might be resolved.

The landlord then delayed in a stage one response to the complaint until 2021, after referral from the Ombudsman on three occasions. This was five to six months after the complaint was raised by Ms K, then the Ombudsman, and 15 months after her original complaint. While the landlord acknowledged a delay and apologised, and this investigation recognises the impact of Covid-19 and the complexity of the case, this was an unreasonable amount of time.

This investigation notes that the separate response to the water issue appropriately acknowledged issues with communication, coordination of repairs and Ms K’s preference for emails, and identified specific lessons learned from these. However, these should have been separately considered for the other repairs. This investigation recognises the complexity and challenges of the case, but sees these issues to also be of particular note for the other repairs, as lack of effective communication between the landlord and Ms K appears relevant as to why matters became so protracted for these as well.

Ms K requested to be emailed rather than called on multiple occasions, which was largely disregarded for a period of five months.

It is unclear if the landlord was aware Ms K reported she was vulnerable prior to late 2020; however she stated she had vulnerabilities in the complaint the Ombudsman referred at that time. The landlord’s current vulnerable residents policy confirms it aims to use available information to identify if a resident is vulnerable; to consider additional needs; to take into account communication needs and, where appropriate, vary service delivery. It is of concern there is no evidence that stated vulnerabilities were given consideration. It is also of concern that in information provided to this investigation, Ms K is stated to have no vulnerabilities on record.

This investigation notes that the landlord indicates the decant was not necessary and offered as access was previously difficult to arrange. The landlord's decant policy advises that it may offer additional support, such as a packing/unpacking service, to residents assessed to be vulnerable. This means that for decants involving residents who report vulnerabilities, the landlord would be expected to demonstrate that it took appropriate steps to assess these and supporting information or made further enquiries. It is therefore of concern that the landlord does not demonstrate it reasonably considered the additional support it might offer at its discretion.

Ms K raises concern to the Ombudsman that the communication about the decant was poor, and this investigation notes correspondence about the decant appears more protracted than it could have been which in turn may have impacted the speed at which matters progressed. It is likely that the majority of residents facing a potential decant will have similar questions, and Ms K may have benefited from being proactively provided information and explanation about matters such as location of the potential decant; possible support for vulnerable residents; and compensation applicable to a temporary decant.

This investigation notes that Ms K complained about calls with staff, which the landlord did not address until three months later. The Ombudsman encourages landlords to carry out timely investigation of complaints, as the longer time goes on, the more the ability to conduct an effective investigation may be impacted. It is unclear if it will have been possible to retrieve relevant calls when Ms K complained, but as she has reported calls with staff led to her fainting, its lack of contemporaneous investigation of this (and closure of the complaint without legal proceedings) may have missed an early opportunity to identify and make enquiries about potential vulnerabilities Ms K had.

The landlord's handling of all of these aspects delayed a number of issues being progressed in its complaints procedure, which is not appropriate, and it is understandable that this will have caused additional frustration to Ms K; led her to feel the issues she raised were being ignored and unaddressed; and undermined her confidence in the landlord. It is also understandable that this will have affected Ms K's consideration of legal action, which is inappropriate for a procedure aimed to avoid such action.

Overall, in the Ombudsman's opinion, while the landlord separately acknowledged service issues and delays, its responses do not go far enough to acknowledge specific issues and reasons for the delays Ms K experienced across the full 15 months of her complaint, and the cumulative impact of these. There were significant failings over a protracted time period; there was a failure to engage with Ms K and the Ombudsman throughout; and issues were not acknowledged until these were much further along.

This means that the Ombudsman considers it appropriate to make a finding of severe maladministration for these, as the landlord does not fully demonstrate it has sufficiently acknowledged and addressed certain aspects in line with the Ombudsman's Dispute Resolution Principles to be fair, put things right and learn

from outcomes. Consequently, this investigation has made a number of orders and recommendations in recognition of identified service failings.

## Determination

We found reasonable redress in the landlord's response to Ms K's reports about delays resolving water issues and resolving leaks and repairs. We found service failure for the landlord's response to Ms K's reports about rodent infestation.

However, as the investigation highlights, had the landlord not made reasonable offers of redress its actions would have amounted to multiple findings of severe maladministration.

We found no maladministration in the landlord's response to Ms K's reports about communal doors and lights or to her reports about tenancy change and succession.

We found severe maladministration in the landlord's complaints handling, communication, and consideration of Ms K's vulnerabilities.

In accordance with paragraph 50 of the Scheme, the Ombudsman is concerned that, regarding the issues raised around damp and mould and pest infestation, there is presenting evidence of service failure that may be indicative of a systemic failing. The Ombudsman intends to conduct a further investigation beyond this initial complaint, to establish whether there is any evidence of systemic failings in the landlord's handling of these issues.

We ordered the landlord to apologise to Ms K, pay her £600 in recognition of the distress and inconvenience caused by its complaint handling, communication and consideration of her vulnerabilities. We also ordered the landlord to review the failures identified in this case to consider how it will ensure that complex complaints are progressed appropriately through the complaints procedure.

We also made a number of recommendations including for the landlord to:

- engage with the Ombudsman to conduct a further investigation into issues relating to complaints about damp and mould and pest infestations
- review how it handles decants from the start, to ensure residents are communicated with in an informative and customer focused way; and to ensure stated vulnerabilities are considered in a timely and evidence based way
- review whether there are sufficient systems and processes in place to ensure different communication needs are met.