

**Case summary:
Severe maladministration finding**

Landlord: Clarion

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Complaint category: Responsive repairs – leaks/damp/mould, complaint handling

The complaint

The complaint is about the landlord's handling of repairs to resolve leaks in Mr D's property and subsequent reports of problems with the shower and electrics. The Ombudsman has also considered the landlord's complaints handling.

Background

Mr D is a tenant of the landlord and his property is a flat. Since moving into his property several years ago, he has consistently reported leaks into his shower room from the flat above, with a break when the property above was void. The leaks have caused staining and damage to the shower ceiling and walls. At times the leaks have also spread to the adjacent toilet and have entered the electrics, in particular the shower room light and the alarm for the property.

Mr D experienced further leaks a few weeks after a new tenant moved into the void flat above. This prompted him to make a formal complaint about the landlord's handling of repairs to resolve leaks in his property and subsequent reports of problems with the shower and electrics. The landlord in responding to the complaint did not consider the full history of the leaks but only matters following an emergency repair report. The landlord concluded that it had attempted to attend and repair the cause of the leaks from above each time they had been reported. However, we found that over the course of Mr D's tenancy it did not take reasonable action to diagnose and resolve the cause of the reported leaks.

Assessment and findings

Leaks

The full extent of Mr D's contact with the landlord could not be established due to failures in the landlord's record keeping. There was no evidence that the landlord took action to diagnose and repair the substantive issue initially raised by Mr D at the start of his tenancy. The landlord was not proactive in contacting the tenant of the flat above in order to investigate the leak.

Mr D continued to make reports of leaks into the shower room and into the adjacent toilet. Around nine months after Mr D's tenancy began, at the start of the following year, the landlord raised an order noting that the use of the shower in the upstairs flat

was likely to have caused leaks in Mr D's property and that an intrusive inspection – cutting open the ceiling – was required. However, there is no evidence that the landlord carried out these works or, if it did, that it satisfied itself it had traced the leak. Nor is there any evidence that it carried out any follow-on works to remedy the leak. The Ombudsman considered this to be a major failing. We noted that when a leak, is repeatedly raised – even where there are large gaps in time – this could be indicative of a structural or more serious issue.

Mr D reported an emergency repair at the end of that year as a leak was coming through his bedroom ceiling and out of the smoke alarm, which was over two metres away from the shower room. This set off all four alarms in his property. It is not clear from the landlord's records exactly how it responded to the emergency repair or that it checked that the electrics were safe within a reasonable period. It was therefore not evident that the landlord had met its repair responsibility when responding to this particular report.

The landlord, several months later, raised orders to make good damage and repair the extractor fan; however, the underlying issue was the leak to Mr D's property and there is no evidence that the landlord had taken sufficient steps to identify the source of the leak to support its position at the time that the leak had been fixed. By this time, the landlord was aware that there had been several leaks to Mr D's property.

Mr D has stated that there continued to be leaks throughout that year but he did not report them, although he did report a potential internal structural defect caused by prolonged leaks, contending that a shower wall had been eroded. Again the Ombudsman considered it a significant failing that the landlord failed to act on the report.

In summer of the following year, Mr D reported a further leak. The landlord attended the flat above to carry out a repair to the shower tray there, but delayed in doing so. This leak prompted Mr D to make a formal complaint about the landlord's handling of recurrent leaks. He noted that a fan that had been replaced earlier that year had stopped working after two months. He suggested that the shower rooms in his property and in the flat above needed to be replaced and modernised.

In responding to the complaint the landlord decided to carry out repairs to Mr D's shower unit which had its own issues – tiling works, the shower screen, the tray and the ceiling. While there may have been works required to Mr D's shower and shower room, the landlord did not explain to Mr D in its complaint response why it considered that these repairs would resolve his concerns about recurrent leaks from the property above. There was no evidence of a surveyor inspection despite the history of leaks.

The works in Mr D's property committed by the landlord when responding to the complaint were themselves delayed, not being completed until four months for a number of reasons. There is no evidence that the landlord initially maintained contact with Mr D and sought to confirm a mutually convenient time leading to it cancelling the works, then reordering them. Furthermore, the scope of the works expanded with the landlord agreeing to install a new shower, including an extractor, and repair a shower tap, then also further works to the ceiling and floor. A further delay was due to blown tiles and damp walls preventing completion of necessary works such as plumbing works. There were also missed appointments and repeat visits exacerbating Mr D's distress and inconvenience. We accepted Mr D's statement that he was left without shower/bathing facilities for four weeks during which time he contacted the landlord several times. We also called into question why the landlord pursued what appeared to be relatively minor works at this time without appointing a surveyor to assess the cause and/or impact of leaks.

Four months after the repair report that prompted Mr D's complaint, the landlord identified that corrective works to the shower tray in the flat above would be required. While there appear to be mitigating circumstances as to why this work was not completed, the landlord did not seek to expedite the repair, instead closing the job. Also, after completion of the works, Mr D raised snagging issues, in particular that the newly installed shower screen did not fit the shower tray and the flooring works and ceiling works were not satisfactorily completed. As such, again the landlord did not evidence that it had taken all the necessary steps to ensure that the leak into Mr D's property had been resolved and that Mr D's shower unit was in a suitable state of repair.

Notwithstanding the difficulties there can be in resolving leaks, given the cumulation of failures by the landlord to meet its repair obligation and the resulting impact on Mr D, we made a finding of severe maladministration.

Complaint handling

When responding to complaints, landlords should follow the Ombudsman's Dispute Resolution Principles, which are to be fair by following fair processes and recognising what has gone wrong, to put things right, and learn from outcomes.

The landlord did not investigate its handling of leaks from the start of Mr D's tenancy and did not explain why it had limited its consideration of the complaint. By not considering the full history of leaks to Mr D's property, or at least the period complained of, the landlord missed an opportunity to consider the wider context of the situation, in particular that the repair issues reported may be more complex.

The landlord also failed to fully address all issues raised by Mr D, including his concerns about water entering electrics, the room being without ventilation for periods, and why “patch” or “temporary” works were completed. As a result, the landlord did not demonstrate that it had fully sought to recognise what had gone wrong and, as a consequence, missed the opportunity to put things right for Mr D.

Determination

We found severe maladministration by the landlord for its handling of its repairs to resolve leaks in Mr D’s property and subsequent reports of problems with the shower and electrics. We found service failure in the landlord’s complaint handling.

We ordered the landlord to apologise to Mr D and to pay him £1,250 compensation for its poor handling of repairs to resolve the leaks and of the formal complaint. We also ordered the landlord to arrange for a surveyor to assess Mr D’s property, then for the landlord to share the findings with Mr D and carry out all identified works within eight weeks.

We recommended that the landlord review its record keeping practices for responsive repairs, and consider providing further staff guidance and training.