

**Case summary:
Severe maladministration finding**

**Landlord: Shepherds Bush
Housing**

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Case Reference: 202103593

Complaint category: Responsive repairs (leaks /damp /mould), delays in escalating or responding to complaint

The complaint

Mr S complained about the landlord's response to his reports of water ingress into the property and the landlord's complaint handling.

Background and summary of events

Mr S is the shared ownership leaseholder of a flat in a building of which the landlord is the freeholder.

He made a formal complaint to the landlord in early 2019 after reporting a roof leak to the landlord on several occasions. The landlord had inspected the property and carried out repairs between 2014 and 2018 but the leak had reoccurred. Mr S stated that the landlord responded to his complaint saying it was waiting to hear back from its building's insurer.

Three months later, the landlord informed Mr S that the previous insurers had declined the insurance claim. After Mr S telephoned the landlord the following month to discuss the issue, the landlord emailed him acknowledging the call and his ongoing issues experienced for almost six years. It agreed to arrange a visit to further investigate the source of the leak.

The landlord visited the property and carried out a further inspection. Mr S says that the landlord informed him that it needed to take up three rows of slabs from the roof for investigation. The landlord sent Mr S an email confirming the date that contractors would be carrying out works in the building. The contractors attended the property ten days after the landlord's confirmed date.

Mr S emailed the landlord a few days later expressing his frustration that, despite the landlord's assurances, the contractors still hadn't started work. The landlord replied saying that it would register a new formal complaint. The contractors began work on the roof of the building a few days later.

In early 2020, one month after the landlord registered Mr S's second complaint it issued its stage one response saying that all works to stop the leak had been completed and apologised for the time taken, and for any distress and inconvenience that Mr S experienced. It also apologised that Mr S had to use the complaints process to find a solution. It offered a £50 goodwill gesture.

On the same day, Mr S replied to the stage one complaint response, rejecting the goodwill offer of £50 and provided pictures of the water damage in the property. He asked for a "full and knowledgeable response" to the complaint.

Following a telephone conversation with Mr S the landlord sent him a further email agreeing to have three builders provide quotes for the required repairs and

re-decoration. It would review the quotes to agree payment as quickly as possible, and this would be followed by an agreement of compensation for the poor service Mr S had received.

A few days later, Mr S informed the landlord that water was again leaking into the property.

Seven days after the contractors finished work Mr S reported a further leak. The landlord carried out further inspections of the building and further work was carried out six weeks later.

In autumn 2020, Mr S reported a further leak to the landlord. The landlord replied saying someone would be in touch.

Mr S sent three chasing emails in the following month after the landlord said it would be in touch to make an appointment to inspect the property. The landlord attended the property five days after Mr S's third chasing email and said it would return to cut a hole in the ceiling to investigate further.

Mr S contacted his MP two weeks later. The MP sent an email to the landlord concerning Mr S's reports of water ingress since 2014 asking them to resolve the ongoing issues and noted the cost of redecorating being greater than the £50 offered. The landlord acknowledged the MP's email four days later and said it would treat his enquiry as a formal complaint and aimed to respond within four weeks.

Two months later, the landlord sent Mr S a stage one response. It apologised that the issue was not resolved sooner and explained that despite attending the property on numerous occasions it hadn't found the source of the water ingress. It offered £300 compensation for its service failure. It also explained that due to the COVID-19 pandemic, its contractor had placed its staff on furlough and once the government guidelines had changed, it would carry out a final inspection of the works. Mr S requested an escalation of his complaint and sent the landlord a timeline of his communication about the leak dating back to 2014.

In the spring of 2021, the landlord issued its final response apologising for the length of time the issue had taken and the inaccurate information Mr S had been given over the previous seven years. It said it believed the leak was being caused by the cladding which was affecting the insulation. It explained that the cladding was being replaced later in the year and proposed that it send its building surveyors to inspect the property and draw up a new specification/report for an independent contractor to see if an interim resolution could be found. It also agreed to review its compensation offer once there was a resolution to the leak.

During the Ombudsman's investigation the landlord said it had identified the cause of the water ingress and that it had removed three courses of brickwork, inserted a new damp proof course and replaced the brickwork. It explained that it needed to wait until there was heavy consistent rain before it would know whether the works were successful. It confirmed that once the water ingress had been resolved it would visit the property "to review and spec the remedial works required in the flat."

It also confirmed it had offered £1,208 compensation to Mr S and agreed it would revisit the compensation once the water ingress was resolved. During this time Mr S informed the Ombudsman that the water ingress was still ongoing.

Assessment and findings

Water ingress

Under the terms of Mr S's lease the landlord is responsible for maintaining and repairing the roof foundations, main structure and external parts of the building.

Despite Mr S reporting water ingress many times over a number of years the landlord had not repaired the leak and is therefore in breach of its repairing obligations. Whilst some trial and error is understandable it was unreasonable for the landlord to take eight years to correctly diagnose the cause of the water ingress.

The landlord's repairs policy states that it aims to address urgent repairs within five working days. Following its inspection of the property in the summer of 2018 the landlord did not carry out any remedial works until well over a year later.

Mr S reported further water ingress in the autumn of 2020 and after chasing the landlord three times for a response, the landlord attended the property 29 working days outside the five working days set out in its repairs policy.

During its visit to the property the landlord said that it would attend the property again to cut an inspection hole in the ceiling. This action was not carried out until after Mr S's MP had contacted it.

When there are failings by a landlord, the Ombudsman will consider whether the redress offered by the landlord to put things right and resolve the resident's complaint were carried out satisfactorily in the circumstances.

In this case, the landlord acted fairly by apologising for both the delay in carrying out works to remedy the water ingress and for its lack of communication. However, its response did not put matters right. Despite the landlord's assertion that the works carried out had remedied matters, the water ingress into the property was still ongoing and had not been resolved, and remedial works remained outstanding.

The landlord offered compensation of £1,208 and agreed that once the source of the water ingress had been identified and resolved it would revisit the compensation offer. The landlord therefore acknowledged that compensation in the sum of £1,208 was not proportionate to the distress and inconvenience incurred by Mr S because of its significant delay in carryout works to remedy the water ingress and for its lack of communication with him.

Whilst the landlord has provided details to the Ombudsman of the lessons that it has learnt from the outcome of the complaint, it is not clear that any of the changes the landlord has made have assisted in putting right the ongoing problems Mr S is experiencing with water ingress.

The landlord failed to provide the Ombudsman with copies of all communication with Mr S relating to water ingress in the property since the first report of a problem and

copies of Mr S's complaint from 2019, together with the landlord's acknowledgment of the complaint and response to each report including details of all inspections, surveys, and any faults identified by staff, contractors or third parties. This limited the Ombudsman's ability to thoroughly investigate the landlord's response to the issues and to consider whether the redress was fair and put things right.

The landlord's complaints handling

The landlord's complaint handling was inappropriate and in breach of its policy obligations. The landlord's complaints policy states that a formal complaint shall be responded to within 10 working days, but the landlord did not provide a response to Mr S's complaint made in 2019. This caused him to incur time and trouble in having to contact his MP.

On receipt of the landlord's stage one response in early 2020 Mr S asked to escalate the complaint the same day. Although the landlord sent him a further email it did not escalate the complaint to its internal review stage. This caused Mr S to incur time and trouble in pursuing a further complaint and delayed him from being able to refer his complaint to the Ombudsman for investigation.

The landlord treated the MP's enquiry as a formal complaint. It provided its stage one complaint response 30 working days after the date it had told Mr S it would. Overall, it took over two years for Mr S's complaint to exhaust the landlord's internal complaints process.

Determination

We found severe maladministration by the landlord in response to Mr S's reports of water ingress into the property, and severe maladministration for its complaint handling.

The landlord delayed in carrying out repair works, did not resolve the leak and has not made redress to Mr S which, in the Ombudsman's opinion, resolves the complaint satisfactorily. The landlord also failed to keep proper records of its communication with Mr S.

The landlord failed to provide a complaint response to Mr S's initial complaint or escalate his subsequent complaint. There was delay in issuing its stage one response to Mr S's later complaints and the complaint took over two years to exhaust the landlord's internal complaints process.

We ordered the landlord to pay compensation of £775, in addition to the £1,208 previously offered, for the distress and inconvenience. We also ordered it to inspect the property, investigate the ongoing water ingress and carry out all remedial works required inside the property to fully put right any water damage caused.

We also ordered the landlord to carry out a management review of the case to identify learning to include staff training, policies and procedures on repairs and staff training on complaint handling.