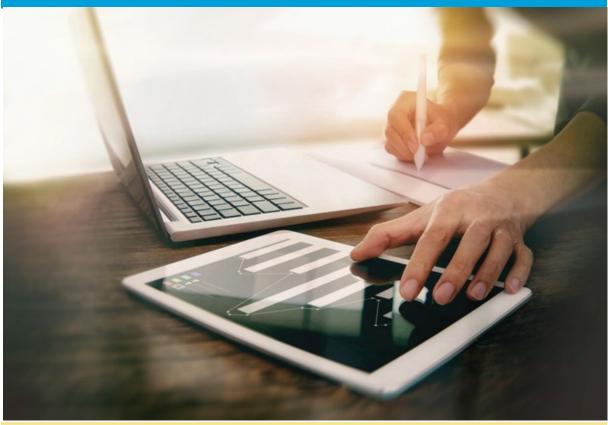


Insight report



Insight on data and individual cases
April to June 2022

Including a regional focus on South East and South West England

Issue 11

Published September 2022

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Introduction

This is our first Insight report for 2022-23. It is a part of our ongoing commitment to sharing the learning from the complaints received and investigated by the ombudsman. This issue highlight our complaints data, individual cases and wider learning points from our work covering April to June 2022. This quarter complaints remain high, with 6,009 enquiries and complaints received during this period.

We found full or partial maladministration in 48% of cases for the three-month period, April to June 2022. The national data shows that property condition, complaint handling and Anti-social behaviour remain the top three areas of complaint with 40% of complaints received from residents about the condition of their homes.

Continuing with our regional focus, this report provides data for the South East and South West of England, together with five cases drawn from the top three categories of complaints in those regions – property condition, complaint handling and antisocial behaviour.

The case studies in this issue have been selected to illustrate the range of outcomes of our decisions and to provide an opportunity to share best practice learning more widely across the sector. The learning in this report highlights where landlords have implemented good practice and have followed our principles of dispute resolution to Be fair, put things right and learn from outcomes. There are no cases where we found maladministration.

One case features a residents complaint following reported leaks to her kitchen tap. In this case the landlord demonstrated a swift response to the residents reports and following a second leak attended the residents home to complete repairs on the same day. The landlord took additional actions to 'put things right' including completing additional repairs not required under their policy, apologising to the resident for the inconvenience caused and offering several good will gestures. Our investigation found no-maladministration in the landlords response.

We make a finding of 'reasonable redress' where there is evidence of service failure but the landlord has acknowledged it and taken steps to put things right. This happened in a case about boiler repairs where the landlord's contractor failed to attend a residents booked appointment. The landlord was quick to recognise its failing offering the resident an apology and paid for the residents external contractor in recognition of its service failure. Additionally, the landlord demonstrated learning from outcomes by taking measures after the incident to both investigate how and why it had occurred, and then put measures in place to prevent a recurrence.

Our 'Meet the Ombudsman' events, hosted by member landlords, are an important part of raising awareness and understanding of our service among residents. The events are held quarterly and offer residents the opportunity to ask questions direct.

Our next events are being held in Birmingham and London. We are keen to plan more events so any landlords interested in hosting a Meet the Ombudsman event should email Insightreport@housing-ombudsman.org.uk.

We always welcome feedback on these Insights reports to hear what you find useful and any further aspects you would like to see included. Please use our feedback survey. I would also encourage you to sign up to our <u>e-newsletter</u> in order to keep up to date with our news and service developments.

Richard Blakeway Housing Ombudsman

Our work

Our role

We make the final decision on disputes between residents and member landlords. Our decisions are independent, impartial and fair.

We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

Our service is free to the 4.7 million households eligible to use it.

Our members

As at the end of March 2022



2,344 member landlords



4.7m households

1,932 housing associations

331 local authorities

81 voluntary members

3m households 1.7m households

30k households

Insight on data

Key data* on complaints April to June 2022

We received 6,009 enquiries and complaints in total between April and June 2022:



1,848 enquiries



4,161 complaints

This compares to a total of 6,128 enquiries and complaints in the previous quarter, January to March 2022. There was a small reduction in the number of enquiries received from 2,072 in the last quarter to 1,848 this quarter, but an increase in complaints received from 4,053 to 4161.

An enquiry may not lead to a complaint and a complaint could be resolved by a landlord without a formal investigation by us.

Cases in our formal remit

Cases come into our formal remit when a complaint has completed the landlord's procedure and either the designated persons requirements are met or eight weeks have passed. We issue determinations (decisions) on all cases that enter our formal remit.

From 1 October 2022, this 'democratic filter' will be removed after a change in the law. Residents will no longer have to refer their complaint to a designated person or wait eight weeks before the Ombudsman can consider their complaint.



942 cases in our formal remit

For the three months April to June 2022, 942 cases entered our formal remit, compared to 884 in the same period last year.

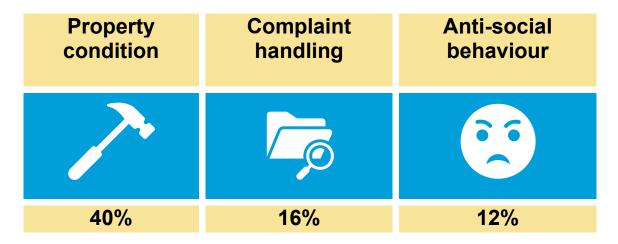
* All data is provisional and subject to confirmation in the final end year figures to be published in the annual report.

What complaints are about

The complaint categories we use provide insight into the types of issues residents are experiencing.

For the complaints received from April to June 2022, property condition remained the largest category at 40% of the total number. The top three areas of complaint shown below are the same as the previous quarter with some small changes in the proportions compared to the previous quarter. Property condition has decreased slightly from 45% to 40% of the total and complaint handling decreased from 20% to 16%. The proportion of complaints about anti-social behaviour has increased by 1% to 12%.

The top three areas of complaint over the three-month period were:



The table below shows the split of those three complaint categories by type of landlord.

Category	Property Condition	Complaint Handling	Anti-social Behaviour
Housing Association	59%	25%	16%
Local Authority	59%	24%	17%

The table below shows the split of the top three complaint categories by landlord size.

Category	Property Condition	Complaint Handling	Anti-social Behaviour
Less than 1,000 units	52%	29%	19%
Between 1,000 and 10,000 units	56%	22%	21%
More than 10,000 units	60%	25%	15%

Determinations issued

Cases that enter our formal remit may be resolved through mediation, where we work with complainants and landlords to try to agree negotiated solutions within a time limited procedure, or they will be investigated. Where our investigation finds evidence of failure, we will make one of the following findings:

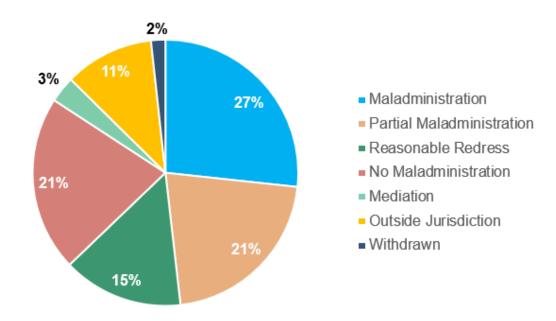
- Maladministration this could be a finding of service failure, maladministration or severe maladministration, depending upon the seriousness of the failure and the impact on the resident
- Reasonable redress where there is evidence of service failure or maladministration, however the landlord has identified and acknowledged this. It has taken steps, and/or made an offer of compensation, that puts things right.

If a number of issues are raised within one complaint, we will investigate and make a finding for each issue. This may mean that there is **partial maladministration**, where maladministration is found in relation to one or more element of the complaint, but not all.

A finding of **no maladministration** is made where the evidence demonstrates that the landlord acted fairly and in accordance with its obligations and there is no evidence of any significant failing or detriment to residents.

The chart below shows the split of determination outcomes. We found full or partial maladministration in 48% of cases for the three-month period, April to June 2022. This compares to 46% in the previous three months and represents a 6% increase when compared to the same period last year of 42%.

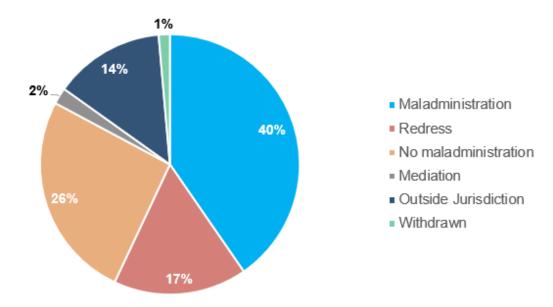
Overall outcomes of determinations April to June 2022



Findings on determinations April to June 2022

The chart below shows the split of findings on determination. We found Maladministration in 40% of cases for the three-month period April to June 2022. This includes findings of service failure and severe maladministration.

A single determination may include multiple complaint categories and findings.



Findings by top three complaint categories

Finding	Property Condition	Complaints Handling	Anti-social Behaviour
Maladministration	41%	65%	31%
Redress	23%	20%	8%
No maladministration	21%	9%	51%
Mediation	4%	1%	0%
Outside Jurisdiction	9%	4%	9%
Withdrawn	2%	1%	1%

Findings by type of landlord

Finding	Housing Association	Local Authority
Maladministration	38%	43%
Redress	21%	9%
No maladministration	24%	29%
Mediation	3%	1%
Outside Jurisdiction	13%	16%
Withdrawn	1%	2%

Findings by landlord size

Finding	More than 10,000 units	Between 1,000 and 10,000 units	Less than 1,000 units
Maladministration	41%	41%	32%
Redress	18%	13%	6%
No maladministration	25%	29%	35%
Mediation	2%	1%	1%
Outside Jurisdiction	13%	15%	22%
Withdrawn	1%	1%	4%

Orders and recommendations

We aim to provide fair and proportionate remedies to complaints through our orders and recommendations.



Our orders and recommendations made improvements for residents on 1,370 occasions between April and June 2022

Following a finding of maladministration, we may ask the landlord to put things right which will be reflected in an order. These may include:

- ensuring that repairs are done
- providing individual redress for residents, for example, an apology is made or compensation is paid by the landlord
- taking action to prevent reoccurrence such as requiring changes to landlords' policies and procedures to improve services for all residents.

Between April and June 2022, we issued a total of 1,370 orders and recommendations, made up of 805 orders and 565 recommendations. This compares to 1,250 in the previous quarter.

The breakdown by types of orders and recommendations in our determinations across the quarter is shown in the table below:

Туре	Orders	Recommendations
Apology	59	1
Case Review	32	14
Compensation	493	119
Policy Review	10	41
Process Change	3	71
Repairs	66	40

Staff Training	16	57
Take Specific Action (non-repair)	99	133
Other	27	89
Total	805	565

Orders for top three categories of complaint

Туре	Property	Complaints	Anti-social
	Condition	Handling	Behaviour
Total	373	213	78

Recommendations for top three categories of complaint

Туре	Property Condition	Complaints Handling	Anti-social Behaviour
Apology	1	-	-
Case Review	11	2	1
Compensation	70	26	6
Policy Review	19	8	7
Process Change	33	14	4
Repairs	36	1	-
Staff Training	18	32	4
Take Specific Action (non- repair) Other	59 36	20 15	25 18
Total	283	118	65

Regional data 2021-22

This section provides a breakdown of our data by region. Each Insight report focuses on a different group of regions and to help make it comprehensive we will provide information for all of the preceding financial year. For this edition, the regional data is for the year 2021-22 and covers the two areas South East and South West of England.

What complaints are about

For the year 2021-22, the three largest categories of complaints received in each region are shown below:

	1	2	3
South East	33%	19%	12%
	Property Condition	Complaint Handling	Anti-social Behaviour
South West	32%	15%	15%
	Property Condition	Complaint Handling	Anti-social Behaviour

The top three categories are the same as our overall breakdown of complaints received for 2021-22 at:

- 1. Property condition 34%
- 2. Complaint handling 19%
- 3. Anti-social behaviour 12%

Where things go wrong

The tables below shows findings by type of landlord in the South East and South West of England.

South East

Finding	Housing Association	Local Authority
Maladministration	33%	28%
No maladministration	32%	36%
Outside Jurisdiction	16%	17%
Redress	17%	17%
Mediation	2%	2%
Withdrawn	0%	0%

South West

Finding	Housing Association	Local Authority
Maladministration	29%	35%
No maladministration	38%	41%
Outside Jurisdiction	17%	16%
Redress	13%	7%
Mediation	1%	1%
Withdrawn	2%	0%

The tables below shows findings by size of landlord in the South East and South West of England.

South East

Finding	More than 10,000 units	Between 1,000 and 10,000 units	Less than 1,000 units	Grand Total
Maladministration	35%	29%	0%	32%
No maladministration	27%	40%	60%	33%
Outside Jurisdiction	16%	17%	30%	16%
Redress	19%	13%	0%	17%
Mediation	3%	1%	10%	2%
Withdrawn	0%	0%	0%	0%

South West

Finding	More than 10,000 units	Between 1,000 and 10,000 units	Less than 1,000 units	Grand Total
Maladministration	29%	31%	47%	31%
No maladministration	37%	44%	35%	38%
Outside Jurisdiction	18%	13%	18%	17%
Redress	13%	11%	0%	12%
Mediation	1%	1%	0%	1%
Withdrawn	2%	0%	0%	1%

Insight on individual complaints

The case studies featured have been selected to illustrate the lessons that can be learned in cases where the landlord has acted appropriately and we made a finding of no maladministration, or where the landlord has acknowledged its failure and provided appropriate redress.

The investigation reports on most cases included are published in the decisions section of our website. They all concern landlords based in the south east and south west of England.

Landlord recognises service shortfalls and offers appropriate remedy

Case reference: 201915795

Landlord: Abri Group Limited

Categories: Responsive repairs, Information held on file, Complaint handling

Outcome: No maladministration and reasonable redress.

Case summary:

The resident moved into the property in 2017 by way of mutual exchange. Before moving into the property, the resident agreed to take the property 'as seen'. The resident signed a disclaimer stating the doors were damaged and that she would be responsible for replacing them.

The resident reported damaged doors to the landlord in 2018, 2019, and 2020. The landlord referred to the terms of the mutual exchange. Specifically, the resident was responsible for the doors and the landlord would fit any that came off, but would not replace them. The landlord provided the resident with £325 in vouchers to assist her with the internal decorations, so she could use her personal funds to replace the doors.

The resident was unhappy with this response and contacted the landlord to assert that because she had become a tenant of the property by mutual exchange, the landlord was refusing to carry out repair works. In response, the landlord provided a copy of the disclaimer and reiterated its position.

In 2021, the resident asked the landlord for a copy of the property's electrics report from 2017 and escalated the matter to a formal complaint.

In its response, the landlord reiterated the position once more about the mutual exchange. The landlord confirmed it had a copy of the 2017 electrical installation condition report, which it could provide if the resident wanted.

Later that month, the resident complained about damaged flooring in her hallway, a damaged banister, and a wobbly and unstable staircase. A job was booked and an operative attended the property and found the hall floor needed screeding and that

the handrail and landing were 'not to regs', with top and bottom rails and spindles required. The resident chased up the jobs and these were marked as complete.

The resident chased the copy of the electrical report and raised the issue of the doors again. The resident also complained the works carried out had been substandard, with the screeding in the hall already cracking. The resident further chased a copy of the electrical report.

The landlord inspected the property the same month and booked all agreed works for June. The landlord offered the resident £400 compensation for the delay in repairs. The landlord also apologised and stated it recognised its "communication and actions have not been in line with the standard we expect, and I am sorry for the frustration and inconvenience this has caused."

The contractors did not attend on the agreed appointment date and later that month, the resident complained to the landlord that the banister had now snapped completely from the staircase. Consequently, the landlord arranged an emergency 'make safe' repair, which was fulfilled the following day.

The landlord contacted the resident to re-arrange the works, with the resident stating she would not allow any contractors to carry out the works; it had to be the landlord's operatives. The resident also request an independent surveyor to assess, which the landlord agreed to.

The resident brought the matter to the Ombudsman as although she acknowledged the works had now been completed to a standard she was happy with, she felt 'let down' by the landlord, citing the landlord not following its own policies and procedures, and her being sent 'from one person to another person to another person' when communicating with the landlord.

The landlord apologised for the delay in providing the resident with a copy of the requested electrical certificate and advised it had raised this as feedback internally to the relevant teams to ensure processes are followed and any requested documents are sent in a timely manner. The landlord offered a further £50 as a goodwill gesture in recognition of the frustration caused. In further recognition of the frustration and inconvenience caused to the resident, the landlord also agreed to replace the doors free of charge as a gesture of goodwill.

Findings and outcome:

We found the landlord had acted reasonably in regard to the issue of the doors, and had provided an appropriate remedy for the other repair complaints. We made a recommendation to the landlord that they review this case to identify the cause of the delays in the repairs to the staircase and floor and apply any learning from this to prevent a recurrence.

Good practice:

The landlord recognised service shortfalls during the course of the repairs and offered the resident an appropriate remedy for this, in line with our remedy guidance. The landlord agreeing to the resident's request for an independent surveyor is

demonstrative of its willingness outside of its obligations to resolve the matter for the resident. The landlord also identified the learning it needed to take from this matter and communicated this internally.

Whilst the landlord's position regarding the doors was correct, it adhered to its own "Putting things Right" guide, which states it should consider redress even if not at fault or a complaint has not been upheld in order to "put the customer at the heart of everything we do".

This was in line with the principles of dispute resolution of being fair, putting things right and learning from outcomes.

Proactive approach by landlord to support resident with rent arrears

Case reference: 202008282

Landlord: Places for People Group Limited

Categories: Rent (including ground rent) – amount or account management,

Complaint handling

Outcome: No maladministration

Case summary:

The resident lives in a two-bedroomed house, owned and managed by the landlord.

In 2019, the resident was awarded universal credit, which was for less than her rent as she was only entitled to rent for a one-bedroomed property. Consequently, rent arrears accrued as a result of the difference between the rent being charged and that being paid.

The resident failed to make up the shortfall and the rent arrears reached a stage where the landlord obtained a possession order in December that year.

The resident complained to the landlord about this, and about her rent in general. The landlord asked to meet with the resident saying it wanted to support her and try to avoid an eviction. The landlord also referred the resident to the local authority's homeless prevention team.

In 2020, the resident stated her signature on the tenancy agreement had been fraudulently entered and consequently, the possession order had also been obtained fraudulently.

The landlord responded and assured the resident there was no evidence of the tenancy agreement having been doctored. It also provided the resident with the option of moving into a one-bedroomed property to resolve the rent issue, but the resident did not wish to downsize.

The local authority made a discretionary housing payment to reduce the resident's arrears. In May, the landlord liaised with the resident's support worker and the local authority to get the discretionary housing payment renewed, which was granted.

The resident formally complained to the landlord about her rent and expressed a view it should be adjusted to account for universal credit not covering housing costs, the depressed housing market and the rate of unemployment. The resident also stated the possession order was victimising and abusive. The landlord responded to state the rent was increased in line with the government rent increase from 2020 and the route of appeal was through the First Tier Tribunal. The landlord apologised for any distress caused and that it was happy to communicate directly with her support worker instead. The landlord stressed that if the arrears continued, they would have to take recovery action. To avoid that, the landlord said it wished to work with her to agree an affordable payment arrangement for rent and arrears.

The resident told the landlord she had offered a friend the spare room and asked for her rent to be adjusted to "take off the bedroom tax". The landlord advised she inform the council's housing benefit team. The landlord notified the resident she could charge her friend rent, which would make up the shortfall.

The resident remained dissatisfied and contacted the landlord's Chief Executive and the Head of Income Recovery, who both reiterated the above position.

Findings and outcome:

A consideration of the rent charged itself is outside of our jurisdiction and so was not considered. We did, however, consider whether the landlord had responded reasonably to the resident's rent arrears. We found no maladministration and that the landlord had acted reasonably and appropriately.

The resident's obligation to make regular payments was set out in her tenancy agreement and the landlord was within its rights to take enforcement action to recover any money owed. The landlord made several attempts to work with the resident and relevant agencies to resolve the rent arrears issue and to prevent an eviction.

Good practice:

We found no evidence to support the allegation of victimisation, but we did find evidence of good practice by the landlord. Specifically, the landlord proactively and appropriately liaised with the resident's support worker and the local authority. The landlord also offered options to the resident, such as downsizing, and also informing the housing benefit team of her lodger so the rent payments could be adjusted accordingly.

Landlord recognises failures by contractor, apologises to resident and puts measures in plan to prevent a recurrence

Case reference: 202103088

Landlord: Exeter City Council

Categories: Responsive repairs- heating and hot water, Gas inspections and safety

Outcome: No maladministration and reasonable redress

Case summary:

In 2020, the resident's condense pipe on her boiler needed replacing due to a leak. The landlord's contractor was booked to attend, but failed to do so. The landlord apologised to the resident and offered for an alternative contractor to attend. However, the resident declined and informed the landlord she had arranged for an independent contractor to carry out the work and would send the invoice to the landlord for payment.

In its apology, the landlord also said it had investigated the matter and the contractor had been unable to provide a valid reason for the non-attendance. The landlord advised the resident that following this incident, it had established a new procedure whereby the contractor had to log details of cancelled appointments, the reason for this and when the resident had been informed. The landlord suggested this new system would make the contractor more accountable and help to prevent a recurrence of such an incident.

The landlord agreed to pay the independent contractor's invoice as a gesture of goodwill, but drew the resident's attention to her tenancy agreement and the fact she was not authorised to use any other contractor to carry out work the landlord was responsible for.

The resident formally complained and the landlord apologised again and asked the resident what she was looking for in terms of a resolution to the matter. The resident stated she wanted the landlord to provide an alternative contractor for gas safety and repairs.

The landlord responded to explain whilst it had considered her request, it would be unable to currently support this due to procurement legislation regarding its contract with the contractor, and would only be able to terminate the contract if there were exceptional reason for doing so. Nevertheless, the landlord did accept that should this issue persist with the contractor, they would consider alternative options.

The resident escalated her formal complaint and the landlord responded to further apologise and to state they were now monitoring all contractors' performance in order to identify and address any issues. The landlord offered a payment of £50 in respect of the inconvenience caused to the resident.

Findings and outcome:

We found there was reasonable redress in regard to the resident's complaint about the handling of her boiler repairs, and no maladministration in regard to the landlord's response to her request for an alternative contractor.

Good practice:

The landlord was quick to recognise and apologise to the resident for the service failure by its contractor. Although it did not have to agree to pay for the resident's external contractor taking into account the terms of her tenancy agreement, it did so in recognition of the service failure and in the spirit of conciliation.

When the resident remained dissatisfied, the landlord explored what the resident wanted to achieve as an outcome. Whilst it was unable to accede to this, it provided a clear rationale as to why and also explained it was something it could review should the issue with its contractor remain.

Additionally, the landlord took measures after the incident to both investigate how and why it had occurred, and then put measures in place to prevent a recurrence.

Quick response by landlord to leaks and offers of goodwill gestures although no service failure

Case ref: 202114255

Landlord: Red Kite Community Housing Ltd

Complaint category: Responsive repairs – leaks / damp / mould

Outcome: No maladministration

In 2021 the resident reported a leak to her kitchen tap, which was replaced in a matter of days with a leak from the waste pipe beneath the sink being repaired at the same time. Approximately six weeks later, , the resident reported another leak, which she believed was caused by the replacement tap. The landlord's contractor attended the same day and replaced a flexi-pipe which was the cause of the leak. The contractor recommended that a new kitchen base unit was fitted due to water damage, which was booked for a few days later. On removing the unit, it was identified that the floor and walls were soaked and a dehumidifier was needed to dry them out before the replacement unit could be fitted. This was supplied and the new unit was fitted within a week.

The resident complained that the contractor who had attended should have identified the leak when replacing the tap, as the damage to belongings indicated the leak had been occurring for some time. She requested compensation for the damage to her belongings including light bulbs, kitchen towels, a first aid kit, an iron and the laminate flooring she had installed.

In its response, the landlord explained it had found no evidence the contractor who had attended had been aware of the leak or acted negligently. It noted that if the leak had been present at the time of the visit, water would have been visible. The landlord

explained the resident should claim on her own home insurance and it would not offer compensation as it had not identified a service failure. However, the landlord did offer to replace the damaged laminate with vinyl flooring, which was its standard specification, to pay the resident £16.80 to cover the cost of running the dehumidifier and to cover any increased costs to the resident's water bill caused by the leak if she could provide evidence of an increase. The resident remained dissatisfied and referred her complaints to the Ombudsman.

Findings and outcome

We found that whilst it was understandable the resident felt the two leaks were related, the evidence demonstrated the leaks were from different pipes and there was no indication the work contributed to the later leak. We found that the landlord had responded to the leak and replaced the damaged base unit quickly, even though it was not required to replace the base unit. We also found that it was reasonable for the landlord to offer to replace the laminate flooring with its standard vinyl flooring, to cover the cost of running the dehumidifier and to offer to cover any increase in the resident's water bill though it was not required to do so.

Good practice

The landlord responded to both of the resident's reports of a leak quickly. Following the second leak, the landlord attended to replace the flexi-pipe on the same day and had replaced the kitchen unit in little over a week. The landlord apologised to the resident for any inconvenience caused and made several offers of goodwill gestures to the resident despite not finding any service failure.

No maladministration found in landlord's decision to refuse to replace resident's fence

Case ref: 202109051

Landlord: NSAH (Alliance Homes) Ltd

Complaint category: Responsive repairs – general

Outcome: No maladministration

In 2020, the resident contacted the landlord and asked it to install higher fencing between her and her neighbour's property to afford her additional privacy. The landlord inspected the fencing once non-emergency works had restarted. Following the inspection, the landlord offered to replace two side panels and two rear panels of the boundary fence. The resident declined this offer and raised a complaint, stating the operative who had inspected the fence had agreed with her request to replace the existing chain link fence with a wooden fence.

In its stage one response, the landlord explained the operative had no recollection of the conversation described by the resident and that any decision to replace the fence would not have been made the operative. The landlord explained why it used chain link fencing and reiterated that it was still willing to replace the four panels identified and that as the panels were six feet high, it believed the fence provided adequate privacy.

The resident asked for her complaint to be escalated to stage two because she disputed the landlord's description of her conversation with its operative. She also raised that the neighbour having a view into her garden made her anxious and alleged there were issues with the neighbour littering her garden.

The landlord contacted the resident to discuss the outstanding issues before sending its stage two response. The landlord maintained that it would not replace the fence with a wooden one, but reiterated its offer to replace the four panels. The landlord apologised for the confusion caused by the discussions with its operative, reiterated that the operative would not have been able to make that decision in isolation and explained that it had not meant to suggest she had lied about the conversation with the operative and stated it valued her as a tenant. The landlord explained that if the resident still wanted a wooden fence, she could install them herself under its home improvement policy. Finally, the landlord recognised the issues with the resident's neighbour and suggested mediation to resolve the issues.

Findings and outcome

We found that there was no evidence either way to support the resident's or the landlord's version of events in relation to the conversation with the landlord's operative. However we noted that the landlord had not disputed the resident's version of the conversation with its operative and accepted that there had been some confusion. In the absence of evidence either way, we found it was reasonable for the landlord to rely on its policies and processes regarding these types of requests. We also found it was reasonable for the landlord to offer mediation as a means of solving the issues between the resident and the neighbour.

Good practice

Although the landlord did not uphold the resident's complaint and the resident remained dissatisfied with the outcome, the landlord demonstrated empathy and understanding when it recognised that it had inadvertently suggested the resident had been lying about the conversation with its operative. It apologised for this and reassured the resident that it valued her as a tenant.

Further information

Complaint Handling Code: For the Complaint Handling Code plus guidance and supporting information see our <u>website</u>.

Complaint Handling Failure Orders: Read the **guidance** on our website and our **guarterly reports**.

Spotlight reports: Find our latest Spotlight report on complaints about cladding, together with previous issues on our **website**.

Decisions: See the <u>Decisions</u> section of our website for reports on individual determinations that are now published every two weeks.

Feedback

We would welcome your feedback on this report. Please let us know by completing this **short survey** or you can email **Insightreport@housing-ombudsman.org.uk**



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