

**Case summary:**  
**Severe maladministration finding**  
**Landlord: Southern Housing Group**  
**Published: 20 September 2022**

## Landlord: Southern Housing Group

**Case ref:** 202102647

**Complaint categories:** Responsive repairs: leaks/damp/mould and Delay in escalating or responding to complaint.

## The complaint

Ms L complained about her landlord's handling of damp and mould at the property, and the associated communication and complaints handling.

## Background

Ms L, an assured tenant of the landlord, had been reporting mould and damp issues at the property for some time. The landlord acknowledged internally that it had failed to follow through on an agreement to investigate her historic reports. It then identified only "minimal" mould growth at the property and noted that refurbishment works were scheduled which would help to address the issues. It advised Ms L to pull her wardrobe away from the wall, stating that the lack of air circulating around it would be contributing to mould growth behind it. It stated that it could not escalate her concerns into a formal complaint as there was "not enough evidence".

The landlord subsequently informed Ms L that it had attended the property "several times over the last two years" and carried out works including "ventilation, new storage heaters and mould washes" but deemed the mould issues to be minor in nature. Cavity wall insulation was seen as a possible long-term solution, although it was aware that regeneration works would be commencing shortly, which might help. The landlord therefore ordered works for a mould wash and decoration.

Ms L informed the Ombudsman The landlord has acknowledged there have been many reports and inspections over the years and actions taken including installing data loggers, but that the issue had persisted.

## Summary of events

Ms L's complaint to the landlord referred to damp and mould at the property, which she said were making her children unwell and costing her money in having to throw out items which had become mould damaged. The landlord had arranged for mould washes and redecoration to be carried out at the property for five years running and the underlying problem had never been resolved, with the issues returning each year. She wanted the underlying problems resolved and a permanent solution provided.

No stage one response was sent by the landlord, though it did carry out an inspection of the property, which identified issues of mould growth, excessive moisture, low temperatures and high humidity. Suggestions to resolve the issues

included providing a sufficient heating system, paying consideration to the location of the radiators and providing cavity wall insulation or a thermal board.

The landlord raised interim works whilst it considered its options for identifying a long term solution. These temporary works included mould washing, tiling works, overhauling extractor fans and re-decoration of affected areas using mould resistant paint. These works were scheduled by the landlord, though it did not specify to Ms L the nature and extent of these works.

When Ms L found out that the landlord intended to once again mould wash and re-decorate, she requested specific details of the entire works progress and said she would not allow them to proceed unless she was provided with this information. The landlord failed to provide this information to Ms L and she did not allow access to the landlord's contractor when it attended to carry out the works.

Ms L also requested escalation of her complaint, stating that she wanted a permanent transfer as well as compensation for the stress, inconvenience and mould-damaged items.

The landlord's final complaint response confirmed that it would continue to update Ms L until the complaint was complete. It said that it would contact her regarding her request for a transfer once it had considered all options. It also offered a total amount of compensation of £425, for acknowledged service failures.

Following the completion of the complaints process, the landlord arranged for a damp specialist to inspect the property. The interim works were again scheduled at the property and the landlord informed Ms L that it had the discretion to offer additional compensation should she provide receipts for cost incurred as a result of the damp and mould. It also asked her to confirm whether she still wished for a property transfer.

Mould-wash and redecoration works took place. Following these works, the landlord offered a further £370 in compensation, though it was not clear if this additional sum related to a reimbursement of specific costs.

The landlord then informed Ms L that it was no longer able to offer internal transfers, though she had the option of applying for a transfer to another borough, which Ms L did not want. The landlord therefore advised Ms L to make an internal transfer application, which would be considered by its board.

The landlord received the outcome of the damp specialist survey. This identified that the issues were caused by poor air circulation and that the vents required replacing. It also advised that the cavity wall insulation needed examining and a thermal imaging inspection was needed. The landlord subsequently informed the resident that it was looking at options for increased ventilation.

The local Environmental Health team emailed the landlord regarding the "severe damp and mould" at the property, requesting information as to what actions the landlord had taken to address the issues, without which, it would be carrying out an inspection under the Housing Act 2004.

An unnotified visit then took place from the landlord's contractor, requesting that measurements are taken for "paper insulation".

Ms L then contacted the Ombudsman, advising that the mould in the property had returned two months after the mould-wash works had taken place. She added that further works were soon to take place, specifically, bathroom, toilet and kitchen refurbishment and communal gas heating, for which she would be decanted for three weeks. These works were part of a major works program. She added that she had submitted further receipts to the landlord and had not heard anything back from it.

## Assessment and findings

### *The landlord's response to Ms L's reports about damp and mould*

Once on notice, the landlord is required to carry out the repairs or works it is responsible for within a reasonable period of time, in accordance with its obligations under the terms of the tenancy agreement and in law. The law does not specify what a reasonable amount of time is; this depends on the individual circumstances of the case.

In this case, the landlord's repairs policy states that it will carry out repairs "as quickly as possible", however, it did not do this in this case, either with temporary or interim solutions or otherwise. There is no sense of urgency on the part of the landlord, to resolve the issues, particularly given the nature of damp and mould issues; a potential category one hazard in accordance with the Housing Health and Safety Rating System (HHSRS) and implications in respect of the Homes (Fitness for Human Habitation) Act 2018.

There is little evidence of investigation into the issues of damp and mould being undertaken, or works to resolve the issues for good. Whilst sometimes works need more than one appointment or treatment to get it right, the landlord repeatedly used a mould wash and redecoration as its response - works which were themselves delayed - in the knowledge that this was a recurring issue and the temporary fix of mould wash was wholly insufficient to address the issue by more than a couple of months.

While condensation can lead to mould spores, this was clearly a more significant issue. The mould was recurring throughout the property, not just behind the wardrobe which Ms L had moved, and the landlord had a responsibility to resolve it.

In terms of Ms L refusing works, there is an obligation on a tenant to reasonably allow access for works to go ahead. In this instance, Ms L was understandably frustrated at the possibility of the same unsuccessful works being carried out again and her question to the landlord, as to what the works were, was in itself an entirely appropriate and reasonable one. The absence of response from the landlord is indicative of its communication throughout this case, which was severely lacking.

Resolving an issue such as mould and damp at a property requires a collaborative and investigative approach and where an issue is complex and unresolved, a holistic

one. The landlord is entitled to rely on the specialist opinion of an independent contractor and does not need 'permission' by a resident to carry out specific works on the property that it deems appropriate. However, there is no evidence of attempts in this case to thoroughly discuss the issues with Ms L, evaluate the situation, bring specialist contractors together or to approach the issue in any joined-up or solution-focused way.

There was no communication or expectation management by the landlord and the narrow and short-term focus, was not only far from economical, with repeated visits, but led to the issues remaining unresolved for a period of years. This led to a prolonged impact on Ms L and her family, including unnecessary stress and inconvenience and damage to the landlord-tenant relationship, with confidence and trust in it completely eroded.

During the complaints process the landlord referred to regeneration works which it hoped would resolve the issues - these works were ultimately carried out following the end of the complaints procedure, with the delay in part due to the Covid-19 pandemic. The landlord was not to know that the pandemic would cause delay to these works, however, regeneration works do not negate the landlord's responsibility to address issues of damp and mould at the time they are reported.

Moreover, while regeneration works by way of a new bathroom, kitchen and heating system may help address issues, they may also not be the root cause of it, which is what Ms L was trying to communicate to the landlord for a protracted period, to no avail. The landlord wanted to carry out an interim solution pending imminent major works which it believed would resolve matters - in full or in part - this approach required open and transparent communication about its intentions, however, this did not happen. This left Ms L feeling unheard and unsupported in the matter.

The landlord offered a total of £795 in compensation on this case. This amount would ordinarily have satisfied the Ombudsman's recommended compensation guidance as such a figure is in accordance with similar cases where there has been a severe long-term impact on the complainant. However, due to the uncoordinated nature of the landlord's overall response, including the outstanding repair issues and the overall length of time that Ms L had been experiencing these issues, a finding of severe maladministration was deemed appropriate on this case.

The lack of a planned approach, thorough investigation of the root cause/s, communication, expectation management and action plan to resolve issues is evident throughout. Post-complaint stage, the approach to the works was chaotic and confusing, with investigations being carried out but with no outcome communicated and a contractor arriving unannounced to measure up for something Ms L had never heard of. This indicated an absence of learning on the part of the landlord, with problems evident for a lengthy and protracted period.

#### *Communication and complaints handling*

Ms L submitted a complaint on these issues two years prior to the complaint under investigation here. The landlord had refused to accept her previous complaint on the basis that there "was not enough evidence". The landlord's obstruction of the

complaints process in this way was highly inappropriate and completely unacceptable. A resident has a right to submit a complaint about a landlord's handling of repairs; it is the very purpose of the investigation of a complaint to establish what the evidence is.

It was further inappropriate that the landlord did not acknowledge Ms L's complaint until more than a month after it was submitted and following lots of chasers from her about this. There is no explanation by the landlord as to why it took so long to do this and indeed no explanation as to why it did not issue a stage one complaint response at all.

Investigating a complaint and providing a formal stage one response is a fundamental aspect of complaints handling; it is at this stage that the landlord has an opportunity to demonstrate that it has heard and understood the complainant's concerns and to investigate matters through, for instance, speaking with personnel and reviewing repair records. The landlord did not do this. The purpose of a stage two complaint response, is to review the outcome of the investigation at stage one and to decide if the matter was properly investigated and the right outcome reached - it is not to reinvestigate issues. In this way, the function of stage one and two of the complaints process are fundamentally different.

In the absence of a stage one investigation, the landlord was required to investigate the matter at stage two, as there was no outcome of an investigation to review. The landlord did not do this, instead stating that it would keep in touch (which it did not) about works and the possibility of a property transfer; it also offered compensation in recognition of delays, service failures and financial losses. It is not possible to understand how the landlord arrived at the figure it did because there was insufficient investigation into the issues, echoing in the complaints process, the absence of investigation into the damp and mould. It was not clear how many appointments were missed and were being compensated for, for instance.

Moreover, having acknowledged - in the absence of a thorough investigation - that there were delays and service failures - there continued to be delay and service failure, in its complaints handling and repairs to the property. There remained a lack of urgency as to the issues, as well as a continued lack of a joined-up and strategic approach, particularly given the outcome it had arrived at.

It was unreasonable that the landlord stated in the follow-up to its stage two letter that it had not followed up and done what it said it would do as it was unsure if Ms L wanted further contact on the stage two response. The documentation provided to the Ombudsman indicates quite the opposite – that Ms L merely wanted the situation resolved. Even where a resident is dissatisfied with an individual member of staff, this would not negate the landlord's responsibility to do what it said it would do.

Finally, the follow-up work as a result of the complaint, was a repeated mould-wash and suggestion of decoration and data loggers, all of which Ms L had communicated did not work, demonstrating a continued lack of listening to her or collaborative or customer focused approach to getting the issues resolved.

## Determination

We found severe maladministration by the landlord in its response to Ms L's reports about damp and mould at the property. We also made a finding of severe maladministration for the landlord's communication and complaints handling.

We ordered the landlord to pay an additional £300 in compensation to Ms L, making a total of £1,095. We ordered the landlord to respond to Ms L's submission of receipts for costs incurred that she said had been provided. In addition, the landlord was ordered to agree a date with Ms L for a decant to take place, that it clearly communicate with her about any proposed works or inspections and that it offer to discuss with her relevant re-housing options. The landlord was also ordered to apologise to Ms L about its overall failures on the case.