

**Housing**  
Ombudsman Service

**Housing Ombudsman  
Special Report on  
Clarion Housing Association**

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# Introduction

This is the second special report published by the Ombudsman following use of its powers under paragraph 49 of the Housing Ombudsman Scheme<sup>1</sup>, which states that:

*'The Ombudsman may conduct further investigation beyond the initial complaint or member to establish whether any presenting evidence is indicative of a systemic failing.'*

Whether wider service failures constitute a 'systemic failing' by a landlord is a matter for the Regulator of Social Housing to determine. Factors that may be indicative of a wider service failure may include, but are not limited to, the following.

- a policy weakness
- repeated service failure, and
- service failures across multiple locations.

This investigation was initiated following our investigation into Case D, summarised at the end of this report. That investigation identified significant concerns around Clarion's response to reports of damp and mould and a rodent infestation. Although the landlord eventually offered reasonable redress for the significant failures to deal with the issues, there was severe maladministration in the handling of the complaint over a long period.

Other cases we had received highlighted concerns over the landlord's response to complaints about damp and mould and pest control. Over a six-month period we determined 13 cases that included these issues and are the basis for this report.

The report provides insight to help the landlord strengthen its approach to damp and mould and pest control, as well as complaint handling, to help extend fairness to other residents and help prevent complaints in future. Our findings are limited to the individual investigations considered and do not seek to be a comprehensive assessment of the landlord's performance in other service areas.

The landlord has engaged positively and actively with the Ombudsman during this investigation. It has also responded to and acted upon the orders and recommendations made in the 13 individual cases that have been issued during the investigation. We recognise that this investigation is inevitably retrospective, and that the landlord has put new plans and procedures in place as its learning from these cases has developed; the landlord's engagement with the Ombudsman has brought focus to the development of those plans.

The landlord's governing body has also been focused on the issues covered by this investigation and is committed to considering and addressing the report's findings.

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<sup>1</sup> Para. 49 of 'The Housing Ombudsman Scheme', October 2022. This replaced para. 50 of the September 2020 version of the Scheme.

We also publish these reports to help other landlords identify potential learning to improve their own services. This is part of our wider work to monitor landlord performance and stimulate learning from complaints.

## Engagement with Clarion

We welcome Clarion's engagement with the Ombudsman during this paragraph 49 investigation and its acknowledgement of the issues we identified. It was accessible and responsive to our requests and updated us throughout our investigation.

We also welcome its stated recognition of the impact on residents of unacceptable housing conditions caused by damp and mould.

The landlord has set out a new approach to dealing with damp and mould, with resident involvement, which it considers will deliver effective outcomes for residents. Steps taken so far include a proactive door-knocking exercise and inspections to find properties affected by damp and mould on an estate in London that is now subject to a major regeneration programme.

The landlord plans to improve its data collection to inform its property investment programme. It is also piloting a 'property MOT' – using data to identify and target properties at risk of damp, mould or condensation.

The landlord's action plan for damp and mould includes sharing regional practices across all of its properties to ensure a geographically effective and consistent approach to damp and mould.

As part of its engagement with the Ombudsman following the findings in Case D, the landlord has begun to implement an action plan to improve its approach to engaging with vulnerable residents and making reasonable adjustments. This includes staff training, the collection of demographic data, and work to identify where it could be better at making adjustments to meet residents' needs.

This work is in its early stages, so it is not possible for the Ombudsman to comment on the impact of the work and whether it will achieve the improvements anticipated.

## Key findings

### Damp and mould

We found evidence indicative of wider service failures in the landlord's handling of damp and mould in the cases reviewed. The complaints upheld following our investigations span several local authority areas and therefore suggest a repeated failing, not an issue that is occurring in only one particular location.

The landlord's approach was often inconsistent, which seriously impacted residents. It did not have a sufficiently robust and detailed policy in place, and the policy aims that it did have were not met in practice. Policies were not underpinned by effective guidance or monitoring, meaning that timely and effective responses did not happen.

Recurring themes in the majority of the damp and mould cases were:

- a failure to accurately diagnose the cause of damp within a reasonable timeframe
- poor communication with residents, and
- failures to update residents on inspection findings and the actions to be taken.

The landlord has explained that it is in the process of implementing a new approach to damp, mould and condensation which aims to tackle these weaknesses. However, the fact remains that residents had to raise formal complaints to prompt action, and the complaint handling was then often slow and ineffective, adding to their dissatisfaction.

### **Pest control**

We are satisfied that there is no evidence indicative of wider service failures in the landlord's overall approach to dealing with pest control and infestations. There were some weaknesses in the landlord's response to individual cases because it did not apply its policies effectively or in a timely manner, communication was poor, or record keeping was inadequate. However, it did provide appropriate and useful advice to residents on its website.

### **Complaint handling**

We found evidence of service failures that are indicative of wider service failures in the landlord's handling of formal complaints, with poor complaint handling often adding to existing delays in addressing the service provision issue.

Of the five findings of severe maladministration we made across the 13 cases that are the subject of this investigation, four of them were for the way in which the landlord handled the complaint.

These were the most common factors seen in the cases reviewed, with at least one factor present in each case where complaint handling was investigated:

- delayed complaint responses
- complaints being closed without sufficient reasons or explanation
- inadequate analysis of what had gone wrong
- insufficient offers of redress to put things right, and
- a lack of an effective action plan or evidence of learning from the complaint.

Action is required by the landlord to achieve a positive complaint handling culture. This needs to be driven by strong leadership focused on redress and learning, with its governing body continuing to play a key role to help achieve oversight and scrutiny.

The landlord has told us its current complaints policy was adopted in March 2020 and therefore predates the publication of the Complaint Handling Code by the Housing Ombudsman. While the landlord has undertaken two published self-assessments since the Code was produced and has discretion over whether to publish a revised policy, no adjustments appear to have been made to the policy.

However, a service review of complaints concluded in May 2022 and a revised policy has been drafted, although it has yet to be implemented. The landlord should continue to review its handling of formal complaints, including its complaint policy and procedures, considering the content of this report and the Ombudsman's Complaint

Handling Code. It should also continue to engage residents in future self-assessments against the Code as is recommended best practice by the Ombudsman.

### **The use of compensation**

If a landlord makes mistakes in its service provision, it is appropriate for it to offer redress to the resident. Redress might include, but is not limited to, an apology, repair works, the reimbursement of costs or an offer of compensation. In its investigations the Ombudsman may make a finding of 'reasonable redress' rather than maladministration if satisfied that the redress offered to the resident prior to our investigation has, in our opinion, resolved the complaint.

A finding of 'reasonable redress' does not indicate that there were no service failures by the landlord throughout its handling of the complaint.

In two of the damp and mould cases where we found severe maladministration for the landlord's complaint handling, it offered sizeable compensation at the end of the complaint procedure.

Offering substantial compensation for failures in service provision at the end of the complaint procedure may be appropriate but should not be routine. An effective complaint procedure should identify significant service failures at the earliest opportunity and seek to provide reasonable redress from the very first stage. If a landlord is providing redress for similar issues through sizeable compensation payments at the end of its complaint procedure, this suggests a lack of learning from previous cases.

### **Record keeping and communication**

Poor record keeping and communication were recurring themes in the majority of the cases we reviewed, both in the response to the service request and in the subsequent handling of the complaint.

The landlord has made changes to its approach to recording and responding to residents' vulnerabilities, partly in response to the findings in Case D. It will need to ensure that these fully address the issues identified in that case.

## Scope and methodology

We reviewed the findings of the 13 cases handled by the Ombudsman between December 2021 and June 2022 where damp and mould and/or pest control were the service provision issues; two of the 13 cases involved both issues. The 13 investigations covered residents living in eight local authority areas; ten of the residents lived in London boroughs. The Ombudsman's findings are set out in the table below. Summaries of some of these cases are provided towards the end of this report and are referred to in the 'Findings' section.

Findings	Severe maladministration	Maladministration	Service failure	Reasonable redress	No maladministration
Case A	<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>			<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>	
Case B	<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>	<ul style="list-style-type: none"> <li>Damp and mould</li> <li>Record keeping</li> </ul>			
Case C		<ul style="list-style-type: none"> <li>Pest control</li> </ul>			
Case D	<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>		<ul style="list-style-type: none"> <li>Pest control</li> </ul>	<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>	
Case E	<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>		<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>		
Case F					<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>
Case G		<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>	<ul style="list-style-type: none"> <li>Pest control</li> </ul>		
Case H				<ul style="list-style-type: none"> <li>Pest control</li> </ul>	
Case I			<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>		<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>
Case J		<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>			
Case K		<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>			
Case L	<ul style="list-style-type: none"> <li>Complaint handling</li> </ul>	<ul style="list-style-type: none"> <li>Damp and mould</li> <li>Record keeping</li> </ul>			
Case M		<ul style="list-style-type: none"> <li>Damp and mould</li> </ul>			

# Findings

## Damp and mould

In 2021, the Ombudsman produced a Spotlight report to highlight the issue of damp and mould<sup>2</sup>. Media stories throughout the past two years about disturbing cases of damp and mould in social housing reinforced the need for our report. The landlord's own properties featured prominently in some of these reports, in particular homes on an estate in the London Borough of Merton, where the landlord acknowledged there were 'unacceptable housing conditions'.

Our view, set out in our Spotlight report, is that landlords should adopt a zero-tolerance approach to damp and mould and be proactive in identifying potential issues across their stock. We recommended that landlords should consider whether they require an overall framework, or policy, to address damp and mould.

The landlord provided its 'Repairs and Maintenance Policy' (2019) as evidence of the policy it followed in the damp and mould complaints featured in this report. This is a broad policy that aims to ensure that:

- repairs are carried out in a timely and efficient manner, represent value for money and achieve high customer satisfaction
- properties meet the legal fitness for habitation standard<sup>3</sup> and the Regulator of Social Housing's Home Standard
- repairs are delivered consistently across all stock
- contractors are managed effectively, and
- complaints are managed effectively.

The policy explains that: '*Complex repairs such as disrepair cases, fire and flood damage, and other complex casework are also completed through the responsive repairs service*' and that Key Performance Indicators (KPIs) are in place to ensure that contractors deliver a consistent and satisfactory service.

The policy sets out how residents can report repairs and the definition of 'emergency' and 'non-emergency' repairs. The landlord's repairing responsibilities are set out separately on its website.

Our review of the 13 cases found that, although the Repairs and Maintenance Policy provides a set of broad aims, these were not met in practice. For example, we found wide variations in performance, unreasonable delays and low satisfaction among the residents involved.

The Repairs and Maintenance Policy on its own does not provide useful guidance on the approach to damp and mould and, while this may not be the role of an overarching policy, there was also an absence of subsidiary policies or procedures that specifically addressed damp and mould in the evidence provided to the Ombudsman.

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<sup>2</sup> 'Spotlight on: Damp and mould – It's not lifestyle', October 2021. <https://www.housing-ombudsman.org.uk/wp-content/uploads/2021/10/Spotlight-report-Damp-and-mould-final.pdf>

<sup>3</sup> As set out in the 'Homes (Fitness for Human Habitation) Act', 2018.



In our review, we found evidence indicative of wider service failures in the landlord's handling of damp and mould. This means that the landlord's current policy is not adequate. The scale of the issues indicates that it needs a comprehensive, dedicated, damp and mould policy to close policy gaps and provide an approach that is more transparent to staff across the organisation and residents. Although the landlord has instigated a new approach to damp, mould and condensation to address its service failures, it is too early for the Ombudsman to see from its casework if this approach will address these policy gaps and prevent the issues found in these cases from reoccurring.

Alongside a need for the landlord to review policies and procedures, which is work that is already underway, there is also a particular need for a stronger focus on training and monitoring, to ensure a consistent, timely and customer-focused approach.

### **Repeated failings**

In a majority of the damp and mould investigations covered by this report we found a failure by the landlord to diagnose the cause within a reasonable period. Residents were left living in poor and deteriorating conditions which some reported had affected their daily lives. Some were unable to use rooms and reported an impact on their health. Too often in these cases, the landlord was slow to look beyond the immediate symptoms, such as wet walls, to the underlying causes. This delayed the resolution of problems with a significant impact on residents. For example, in Case E it was obvious to Mr G, and seemed clear from the pattern of recurring leaks, that water was coming into his flat from the flat above. However, the landlord was slow to reach this conclusion and, even when it did, continued to carry out ineffective patch repairs in Mr G's flat rather than address the root cause. There was also poor record keeping in this case, as well as a lack of timely survey reports, which delayed the correct diagnosis.

The Ombudsman recognises that the root cause of damp and mould is not always immediately evident. However, in some cases there were unacceptable delays that were driven by poor communication between the landlord, its own technical teams, contractors, and the resident.

In cases where further investigation was needed to establish the root cause, we would expect a landlord to take interim steps to alleviate the problem and the impact on the resident. This might include treating damp surfaces or, if necessary, offering to move the household temporarily (a 'decant') pending repair works. In Case A, a decant was offered, but not until four years after Mrs C first reported that damp and mould was seriously affecting her family's living conditions and health. In Case D – the complaint that prompted this paragraph 49 investigation – it was over 15 months after the first report before the repairs were carried out. The landlord's eventual offer of compensation meant that we found it had provided reasonable redress, but we found severe maladministration for the poor handling of the formal complaint.

A recurring pattern in these complaints was the landlord relying on residents to report issues and chase progress, rather than having a proactive inspection programme for deteriorating stock, or actively managing cases once they were reported to it. In some cases, the landlord said it had been unable to gain access to carry out inspections or repairs, although this was often disputed by the residents.

More positively, in Case F we found no maladministration because the landlord had acted promptly and appropriately to reports of damp. It inspected the property several times, diagnosed high humidity as the cause and made constructive proposals to address this, although these were rejected by the resident. Despite this, the landlord continued to offer solutions and, at the resident's request, provided a dehumidifier.

## **Pest control**

Although we found failures in the landlord's response to individual complaints about pest control, we did not consider that this was indicative of wider service failures in its pest control policy.

The landlord's website makes it clear that residents are responsible for removing pests and preventing infestations in their own homes. The landlord is responsible for removing pests from the communal areas and for sealing openings that would allow pests into a resident's home. The website also provides advice on how to prevent, or get rid of, rats and mice.

The landlord's tenancy management policy tells residents to report holes and potential pest entry points, so that it can seal them. The policy goes on to explain that if an infestation has occurred through no fault of the resident, the landlord can use its discretion to remove the infestation.

The failures in the four pest control cases we considered were because the landlord failed to apply its policy effectively or within a reasonable timescale, or because the subsequent complaint handling and record keeping was flawed, not because the policy itself was inherently flawed. For example, in Case C the landlord dealt with a bedbug infestation in the block once it was aware that it was affecting several properties. However, it failed to take prompt action two to three years earlier when the resident had reported a hole in the bathroom wall during major works and had then complained about an infestation in his flat.

## **Complaint handling**

The landlord's complaints policy was issued in August 2017 and reviewed in March 2020. This predates the publication of the Ombudsman's Complaint Handling Code. Although the landlord has undertaken two published self-assessments since the Code was introduced, no adjustments have been made to its policy. The landlord has explained that a revised policy has been drafted following a review of its approach to complaints, although it had yet to be implemented at the time of this report. When reviewing these cases, we have assessed them against the policy in place at the time.

Poor complaint handling was the most common reason for the Ombudsman to find severe maladministration in the cases considered for this report. We found severe maladministration in four of the 13 cases, and 'service failure' (a category of maladministration) in two further cases. This is indicative of wider service failures in the landlord's handling of formal complaints during that time.

### **Repeated failings**

The most common failures were:

- delayed complaint responses
- complaints being closed without good reason or explanation
- inadequate analysis of what had gone wrong
- insufficient offers of redress to put things right, and
- a lack of an effective action plan or evidence of learning from the complaint.

While the landlord has regularly self-assessed against the Complaint Handling Code, this has not led to significant adjustments to its published policy. The landlord should consider how it achieves a positive complaint handling culture, developing the required leadership to promote this approach across the organisation.

In Case B, the impact of the landlord's failure to address damp and mould was compounded by lengthy delays in responding to the formal complaint and inadequate complaint responses. It took the landlord five months from receiving the complaint to issuing its stage 2 response, and a further 15 months to issue a 'revised stage 2 response' (a practice that is now not permitted under the Complaint Handling Code). The responses themselves were inadequate and the actions promised were not always taken expeditiously. For example, in Case B the structural survey promised in the initial stage 2 response did not take place for a further 15 months.

Furthermore, in Case B the landlord did not explain to the resident, or to the Ombudsman, why it took nearly a year for it to review commitments made in the initial stage 2 response, or how it would prevent this from happening again. Reliance on the Ombudsman's involvement to prompt such a review is not effective complaint handling and raises a question mark over whether residents who do not contact the Ombudsman receive equitable treatment.

In Case E, the landlord failed to consider all the aspects of the complaint or to identify numerous service failures, which meant that it was not then in a position to identify how to put things right or learn from the complaint.

## The use of compensation

We found that 'reasonable redress' (where the remedy offered to the resident prior to our investigation is considered to have resolved the complaint satisfactorily) had been provided in three of the 13 cases. Two of these were damp and mould cases and one concerned pest control. It is notable that, in the two damp and mould cases, we found severe maladministration for the landlord's complaint handling. Despite appropriate redress eventually being provided, the management of those complaints was flawed.

In two of the cases where the landlord eventually provided reasonable redress, the residents had to repeatedly raise formal complaints about the same issues before they were resolved. This included Case D, which prompted this wider paragraph 49 investigation.

In Case A there were severe delays by the landlord in addressing roof repairs and damp and mould, with a significant impact on the health and wellbeing of the household. This impact was eventually recognised by the landlord in its offer of £1,200 compensation, which led to a finding of 'reasonable redress' rather than one of maladministration or severe maladministration. In this case the resident had to go to

great lengths to pursue her complaint and highlight her problems, which no resident should have to resort to doing. Without the sustained efforts of the resident, it is not clear that the landlord would have offered reasonable redress.

One of the Ombudsman's key principles is that landlords should learn from complaints and use this learning to prevent similar service failures in future. Although satisfactory redress may go some way towards putting things right for a resident in an individual case, repeat findings suggest a lack of learning by the landlord. We are therefore concerned when we make findings of 'reasonable redress' in the same service area for the same landlord. While offering substantial compensation may be appropriate, it should not become routine and should be a last resort.

## **Record keeping and communication**

Irrespective of the service being complained about, our maladministration findings are commonly driven by poor record keeping and poor communication. Inadequate record keeping has been repeatedly identified in our Spotlight reports, from cladding to damp and mould, as a driver of poor service provision. Strong record keeping is a pre-requisite for good services.

The cases reviewed for this investigation show how inaccurate or incomplete records not only hamper the landlord's initial response to service requests, such as reports of damp and mould, but also lead to poor responses to formal complaints. Complaint officers rely on timely and accurate records when responding to complaints – including technical issues concerning property conditions. Therefore, the quality of record keeping directly impacts the quality of complaint responses, and this was lacking in some of the cases we investigated.

For example, we found maladministration in Case B because of serious failings in the landlord's record keeping. It did not keep a record of initial inspections and there was no audit trail of a claim sent to an insurer. This contributed to the landlord's failure to deal with damp and mould (for which we also found maladministration) and to our finding of severe maladministration in complaint handling. We ordered the landlord to review its record keeping and the actions needed to prevent similar failures in future.

The cases reviewed for this investigation also included late communication, misleading communication, and sometimes a failure to communicate at all over long periods. There were also failures to provide promised updates and the early closure of complaints without an explanation.

Of particular concern was a failure to take vulnerabilities into account. In Case D, there was no evidence that the resident's vulnerabilities had been recorded or considered by the landlord. We made a number of recommendations, including that the landlord reviewed how it communicates with residents and considers their vulnerabilities.

# Recommendations

The following recommendations aim to ensure that the landlord addresses the key weaknesses identified in this report. However, it should also go further and consider the entire content of this report and what additional actions may be necessary.

These recommendations can also provide a self-assessment framework for other social landlords to check whether their own policies, procedures and practices are sufficiently robust. The landlord should involve residents in reviewing the content of this report and addressing these recommendations.

The landlord's governing body should also consider the findings of this report and ensure that these recommendations are addressed, together with any further actions it considers necessary. The governing body should monitor progress against these recommendations and seek assurance of satisfactory performance in addressing damp and mould on an ongoing basis.

## Damp and mould

- The landlord should provide the Ombudsman with its Condensation, Damp and Mould policy. The landlord should publish this policy and provide its residents with the outcome of its review of regional practices in this area.
- The landlord should provide the Ombudsman with its No Access policy and should publish its policy and recommended practice in this area. The landlord should seek resident engagement in drafting this policy and in reviewing its practices on how to successfully gain access.
- The landlord should provide the Ombudsman with its revised information pack which will be made available to residents concerning condensation, damp and mould, energy efficiency, fuel poverty and associated issues. The landlord should publish this information as soon as is practicable. It should ensure that this information is kept up-to-date and provides practical advice for those living in damp homes or troubled by rising energy bills. All information should be easily accessible and in plain language.

## Pest Control

- The landlord should ensure that early action is taken where there is any indication or possibility that a resident's reports of pests or an infestation may not be solely within their own property, or could be caused by disrepair.

## Complaint handling

- The landlord should provide the Ombudsman with its revised complaint policy and publish this policy as soon as is practicable.
- The landlord should produce an action plan to improve the timeliness, quality and consistency of its complaint responses and the clarity of the information available to residents about its complaint handling procedures, and share this with the Ombudsman.
- The landlord should involve residents in the development of this plan, which is considered best practice by the Ombudsman.

## Compensation

- The landlord should review where it has made repeated, significant, compensation offers at the end of the complaint procedure to identify any learning and improvements that could be made to the relevant service areas to facilitate earlier resolution of complaints.

## Record keeping and communication

- The landlord should review its record keeping and communications, particularly around damp and mould, pest control and complaint handling, in light of the findings in this report.
- The landlord should ensure that a resident has a clear point of contact when dealing with ongoing issues or pursuing a formal complaint.
- The landlord should ensure that it has effective systems for identifying and recording residents' vulnerabilities and making any reasonable adjustments to meet their needs. Staff should receive training in this area.

## Statement by Clarion

Where the Ombudsman issues a special report, we invite the landlord to provide a short statement on the lessons learnt and its progress in addressing them. Clarion provided the following statement:

*This report from the Housing Ombudsman covers 13 cases from 2019-2021. In these cases, Clarion has not provided the quality of service we aim to, or that our residents deserve. We have learnt from these cases and in every instance, we have made changes to our approach so that we reduce the chance of a similar issue arising.*

*During the course of the investigation, we collaborated fully with the Ombudsman, sharing the work we are doing to secure lasting improvements. We have also worked with our residents to review the learning and accepted and implemented their recommendations for change. Our complaint handling performance is also regularly reported to our boards.*

*Clarion carries out over 1,300 repairs per day. Our dedicated team are highly trained problem solvers who take accountability for resolving issues. This year we have invested in new equipment to support the early detection of damp and mould and have taken advantage of new technology to support the management of data, in order to track property interventions, measuring and reporting results.*

*We regularly review our investment priorities to ensure that our planned investment is targeted where it is needed most. This is reviewed with residents through our resident involvement panels, including the National Property Engagement Group, and their feedback drives our decisions.*

*Our independent satisfaction surveys results show high levels of satisfaction amongst our residents with our repairs services. This report has rightly highlighted that in a small number of cases, we did not provide the service our residents deserve - we can and will do better.*



## Appendix – Case studies

Below are summaries of a selection of the cases that we reviewed when compiling this report. These cases are referred to throughout the report.

### Case A

#### **Severe maladministration in the handling of a complaint about damp and mould**

Mrs C complained about Clarion's response to damp and mould in her home. She also complained about its handling of repairs to the roof and its overall handling of her formal complaint.

From 2017 Mrs C reported leaks from the roof. She said that when it rained water ran down the internal walls causing damp, mould and other internal damage which seriously affected her family's living conditions and health. The landlord's repair records showed that Mrs C reported leaks, damp, mould and cracks in the internal plasterwork regularly throughout 2019.

The landlord confirmed that a new roof was needed but this could probably not be funded until 2025, with 2022 as a 'best case scenario.' It said it would address the internal damage once the repairs were carried out.

Mrs C complained about the delay in the roof replacement and the landlord brought forward its timetable and planned for works to start in early 2020. Works did not begin on time and so Mrs C asked to escalate her complaint to stage 2 but received no response from the landlord until the Ombudsman's intervention. Clarion then escalated the complaint to stage 2 and paid Mrs C £50 compensation for the delay. It said that the damp and mould would be inspected and addressed once the roof works were complete.

Work on the roof began in spring 2020 but the work became protracted, with the roof having to be re-laid three times before it was completed in summer 2020. Mrs C said that she then had to chase the landlord repeatedly for details of when the internal works would begin.

Meanwhile, Mrs C had also reported cracking to the walls and a structural engineer identified subsidence as the cause. She also reported that extensive damp had damaged her belongings which had had to be thrown away, and she was unable to fully use the kitchen due to damp and mould.

Mrs C made a further formal complaint about the lack of action to repair the property and make it habitable following the roof replacement. She complained of continuing leaks, cracking from the subsidence, and again said that the damp and mould were making the property uninhabitable and affecting her family's health. She also contacted the local authority's Environmental Health Department which advised her not to use the rooms affected by damp and mould, which she said was not possible.

In 2021, the landlord arranged to decant Mrs C to a hotel for 4-6 weeks while internal works were carried out. This timescale was subsequently extended.

#### **The Ombudsman's assessment and findings**

The landlord did not provide the Ombudsman with full records of its repairs or its communications with Mrs C. However, the essential facts of the case were not disputed, and the Ombudsman based its findings on the information provided.

**Roof repair/replacement:** Although the landlord brought forward the timing of the roof replacement, this was then delayed and the works themselves were protracted, which caused further unnecessary distress and inconvenience to Mrs C and her family.

The Ombudsman did not consider that the award of £50 compensation recognised the overall impact on Mrs C and her family of the time taken to replace the roof.

**Damp and mould:** The delay in replacing the roof had a knock-on effect on the time taken to address the resulting damp and mould. The evidence provided by the landlord did not make clear the extent to which the roof was the cause of the damp and mould, as there was also an indication of issues with a damp proof course. But from Mrs C's reports of leaks following heavy rainfall, the roof was a likely cause or contributory factor.

The Ombudsman considered it reasonable for the landlord to want to replace the roof before the internal works to address the damp and mould, and Mrs C appeared to have agreed to this. But despite the roof replacement being completed and Mrs C's subsequent chasing of the landlord for updates, it failed to resolve the damp and mould or update her on its plans. There was no evidence of any significant action to address the damp and mould until spring 2021, with the actual repairs undertaken from the summer of 2021. This meant that the household was living in poor and deteriorating conditions for over a year.

The landlord's failure to respond to Mrs C's request for updates appeared to be due to a failure by its call centre to relay updates from its technical inspection officer back to Mrs C. This was further compounded by the landlord's failure to respond to Mrs C's formal complaints, for which it provided no explanation.

During this time the landlord was seeking to investigate and resolve the subsidence issue through its insurer. This should not have prevented it from updating Mrs C or responding to the damp and mould, to improve her living conditions while a decision on the subsidence was reached. Indeed, this is what eventually happened, as 'non-insured' repairs were undertaken, while the insurance claim was still pending. In the Ombudsman's view, this was a significant and unacceptable delay, the impact of which was eventually recognised by the landlord in an offer of £1,200 compensation.

**Complaint handling:** Threaded throughout this case is the evident frustration of Mrs C at the landlord's repeated failure to respond to her complaints. Her complaint about the delayed start of the roof replacement was not escalated until the Ombudsman intervened, eliciting a response some four months later. Her later complaint, which by then concerned additional matters including worsening damp and mould and the cracking, was not responded to at all. This was despite Mrs C chasing a response and the Ombudsman chasing on her behalf.

It was only following the Ombudsman's further intervention that the landlord provided its stage 1 response, some five months after Mrs C had first made her complaint. These service failures were then compounded by the landlord's failure to provide a stage 2 final response until Mrs C chased it. The Ombudsman notes that the final



response came 12 weeks after Mrs C first requested it – considerably beyond the landlord’s 20 working-day service standard.

Overall, the Ombudsman found the landlord’s oversight of its complaint handling was poor. It failed to provide responses within reasonable timeframes despite requests from Mrs C and the intervention of the Ombudsman. These delays gave Mrs C little confidence that her complaints were being treated as seriously as they should be.

In her complaints Mrs C raised the issue of the damage to her personal belongings, some of which had to be replaced. Although the landlord eventually advised her how to make an insurance claim in its stage 2 response (either through her own or its insurance), this ought to have been explained earlier.

With respect to any impact on the health of Mrs C and her family, there was no evidence of the landlord advising her on how to pursue a personal injury claim if she wished to do so. This showed a lack of appropriate customer focus.

The landlord eventually offered compensation totalling £1,315. It was unclear how this was calculated or related to the individual service failures.

#### **Determination:**

We found severe maladministration by the landlord in its complaint handling and ordered the landlord to pay additional compensation of £1,100 for this. We also ordered the landlord to respond to the remaining aspects of Mrs C’s complaint including the condition of roof timbers, and to explain how she could make a personal injury claim.

We found the landlord offered reasonable redress for its handling of the repairs to address damp and mould at the property through its offer of compensation.

We found that there was a service failure (a category of maladministration) by the landlord in its handling of the roof repairs and the cracks in the walls.

## **Case B**

### **Severe maladministration in the landlord’s record keeping about damp and mould**

Mr T complained about Clarion’s handling of repairs to resolve damp and mould. The Ombudsman’s investigation also led to us considering failures in the landlord’s complaint handling and record keeping.

Mr T is a shared ownership leaseholder of a new-build property, which he moved into in 2015. In September 2019 Mr T noticed mould on wood panels in the loft and reported this to the landlord.

The landlord advised Mr T to contact the National House Building Council (NHBC), who had provided a warranty and insurance policy for the newly built property. The

NHBC referred Mr T back to Clarion, as the landlord held the policy documents and needed to make any insurance claim.

The landlord's surveyor made inspections in September and November 2019, but the landlord did not retain copies of the inspection reports, nor did it tell Mr T what action it would take or respond to his request for an update. Mr T understood from the surveyor that the landlord would liaise with the NHBC and carry out works in early 2020.

There were a number of further delays, during which Mr T was not kept updated, and so he made a formal complaint in October 2020 as it was 13 months since he first reported the mould and no works had been carried out. It was not until December 2020 that the landlord made a claim to NHBC – over a year since the property was inspected.

In December 2020 the landlord offered Mr T £25 compensation at stage 1 of its complaint procedure for the delay in responding to the complaint. In March 2021 it issued its stage 2 response, offering a further £150 for 'a failure of service standards' and a delay in providing the stage 2 response. The response noted that inspections of the loft had not been able to determine whether the problem came from a defect in the building or from Mr T's lifestyle (i.e. condensation). It proposed a further inspection by a structural engineer.

After Mr T brought his complaint to the Ombudsman, the landlord reviewed the case and, in June 2022, issued an addendum to its March 2021 stage 2 response. It said the structural surveyor had not been able to gain access for an inspection, but this was not followed up as the surveyor then left the organisation. The landlord accepted that it should have been more proactive in pursuing this and apologised for the delay. It had now (in June 2022) received an initial report which it would analyse. It also offered Mr T a further £500 in compensation - £250 for its failure to act in accordance with its policy over a lengthy period and £250 for Mr T having to repeatedly chase a response.

The Ombudsman considered that the compensation offer was not proportionate to the circumstances of the case. There was also no evidence that the landlord had fully identified what went wrong, put things right, or learnt from outcomes. Ultimately, it had not completed the actions it committed to, and its serious complaint handling failings had caused significant inconvenience to Mr T.

There were also serious failings in the landlord's record keeping. The landlord did not keep a record of the initial inspections or of the claim sent to the NHBC. There was no audit trail to confirm the details of the claim, or the decision reached. Nor did the landlord have a record of phone calls made by Mr T in autumn 2020.

### **Determination:**

We found severe maladministration by the landlord in its complaint handling and found maladministration in the landlord's handling of the damp and mould issues. We also found maladministration with regard to the landlord's record keeping.

We ordered the landlord to pay compensation of £1,200 (instead of the £675 previously offered) which comprised £450 for the inconvenience, time and trouble

caused by the complaint handling failures and £750 for the distress and inconvenience caused by its delays in addressing the damp and mould.

We ordered the landlord to send Mr T its conclusions having considered the structural engineer's report, setting out any further actions it intended to take. We also ordered it to review the record keeping in this case and consider the failings identified and the actions needed to prevent them in future.

## **Case C**

### **Maladministration in response to pest infestation**

Mr D lives in a tower block flat and complained about Clarion's response to an infestation of bed bugs which he believed was caused by its handling of improvement works to his bathroom.

In 2019 the landlord carried out major drainage and water system works to the block, including new pipework. Mr D made a complaint about the handling of the works, including the amount of dust entering his property.

Mr D made a further complaint about the mess left after core drilling in his bathroom, he also complained about missed appointments, damage caused by a contractor, and a large hole behind the toilet which had allowed insects and dust to enter.

The landlord said that Mr D had refused access on two occasions and suspended Mr D's complaint while it applied for an injunction to gain access and continue the major works. Prior to the court hearing Mr D provided access and so the claim was adjourned on the basis that he continue to allow access for the remainder of the works.

Mr D reported that, since the core drilling, there were bugs in his property which were biting him and his children. There was no evidence that the landlord responded to the bug issue at the time, or to the other concerns raised about its handling of works.

The hole in the wall was later repaired and there is no evidence that Mr D raised the issue of bugs again until over a year later, in October 2020, when he phoned to say that the infestation had continued throughout the period. The landlord initially logged a new complaint, but then decided to deal with the call as an enquiry. There is no evidence of further action being taken at the time.

In April 2021 Mr D raised a new complaint about the bugs and dust and said that he had to dispose of belongings. He also complained about his landlord closing his previous complaints without letting him know.

Clarion then issued a stage 1 response which said that it was a resident's responsibility to manage pest control issues in their properties. The landlord accepted that there were no records that it had notified Mr D that some of his complaints were not being progressed, for which it offered compensation of £50. It also gave Mr D details of how to make a claim to its insurer for damage to personal belongings.

Mr D escalated his complaint, noting that the hole in his wall had taken three weeks to repair, allowing insects and dust to enter. He asked for compensation for having to deal with the infestation for over three years and for the personal belongings he had to discard.

In its stage 2 response the landlord said it was not possible to conclude that the hole in Mr D's wall had caused the bedbug infestation. It acknowledged that although residents were generally responsible for managing any pest control issues within their homes, this was not the case if there was a known communal problem, and it had very recently become aware of a wider bedbug problem in the block. It accepted responsibility for addressing this and was offering to fumigate residents' flats and would help to resolve the infestation in Mr D's flat.

The landlord also accepted that it had failed to reply to, or progress Mr D's earlier complaint about bed bugs and its previous compensation offer of £50 was not sufficient to recognise this failure. It made a new compensation offer totalling £200.

The landlord carried out treatments to the property over the following months until it confirmed that the bedbugs had been eradicated.

We found that the landlord's failure to respond to Mr D's earlier complaint meant that it missed an opportunity to investigate whether there was any connection between its handling of the works and Mr D's reports of bedbugs. However, the landlord later took appropriate action when it became aware of an infestation throughout the block.

#### **Determination:**

We found maladministration in Clarion's response to Mr D's reports of a bedbug infestation.

We ordered the landlord to pay Mr D £250 compensation in respect of his time and trouble and the distress and inconvenience caused by its service failures. We also recommended that it explain to Mr D how he can make a legal or insurance claim for damaged belongings if he wished to do so.

#### **Case D**

##### **Severe maladministration in complaint handling, communication, and consideration of a resident's vulnerabilities**

We found severe maladministration for Clarion's significant failings in dealing with a complaint from Ms K, a resident with vulnerabilities. The landlord's responses did not sufficiently acknowledge all the issues she raised in her complaint or the reasons for delays she experienced over 15 months. It failed to engage with Ms K and the Ombudsman, and by not acknowledging its failures for some time caused additional distress and frustration for Ms K.

Ms K is an assured tenant. She complained about the landlord's response to her reports of delays in resolving leaks and repairs and a rodent infestation. We also investigated the landlord's complaint handling, communication and its consideration of Ms K's vulnerabilities.

**Leaks and repairs:** There were delays of over 15 months by the landlord in making a number of necessary repairs. This included four months from when repairs were identified to when the landlord inappropriately closed the complaint, and six months from when Ms K complained again to when the landlord responded and inspected.

The landlord's responses acknowledged, apologised for and compensated Ms K for the delays and inconvenience. It offered £975 compensation in recognition of the delays and impact on Ms K which, in the Ombudsman's opinion, provided reasonable redress for the delays in resolving the leaks and repairs. Without this level of financial redress, it is likely that the Ombudsman would have made a finding of severe maladministration.

**Rodent infestation:** 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 a repair, but there was then a delay in completing the repair.

Rodent issues were raised again in 2020 when referred by the local authority and the Ombudsman, and again in 2021 when Ms K reported mice in almost every room and said she was therefore having to sleep on the living room sofa. There is no evidence of the landlord responding to these reports at the time, or until its stage 1 response and inspection of Ms K's property. It also missed the opportunity to check for rodent issues when it inspected the property for leaks, although Ms K had raised recent concerns.

In its stage 1 response, the landlord referred to the resident's responsibilities with regard to infestations, which was not appropriate given the severity of the most recent reports.

In its final response the landlord acknowledged and apologised for its mishandling of the rodent issues and recommended repairs, a deep clean and baiting at the property. It offered £975 compensation for the delay in dealing with the infestation and the impact on Ms K. However, we found that there were unacknowledged failings in the landlord's response, including a four-month delay from when the gaps were identified to when the landlord inappropriately closed the complaint, and six months from when Ms K complained again to when the landlord responded and inspected. It was of particular concern that in 2021 the infestation led to Ms K sleeping on the living room sofa and an independent surveyor stating that the '*heavy rodent infestation*' was so extensive and severe that the property was '*unfit for human habitation.*'

The cumulative effect and impact of the landlord's handling of the issue led to a finding of service failure (a category of maladministration) by the Ombudsman. This may have been a finding of severe maladministration had the landlord not taken steps to acknowledge and provide redress for its failings.

**Complaints handling, communication, and vulnerabilities:** During the course of the formal complaint there were problems with complaint handling, communication and the landlord's consideration of Ms K's vulnerabilities. Ms K had reported her vulnerabilities but there was no evidence that the landlord considered any additional needs or variations in service delivery or made further enquiries about her vulnerabilities. Ms K asked to be emailed rather than called on multiple occasions, which was largely disregarded for five months.

The landlord's first complaint response (a closure letter due to potential legal action by Ms K) was four months after the complaint was made. The landlord appears to have sought to provide responses after issues were resolved, and its closure of the complaint was inappropriate, as its complaints policy advises it will manage a complaint until confirmation of legal action is received.

The landlord did not acknowledge 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 that this request was considered or that Ms K was emailed about the complaint. The landlord then delayed its stage 1 response until 2021, after three requests from the Ombudsman. This was over five months after the complaint was raised by Ms K, and 15 months after her original complaint. Although the landlord acknowledged a delay and apologised, and the Ombudsman recognises the impact of Covid-19 and the complexity of the case, this was a severe failure in the landlord's complaint handling. There were significant failings over a protracted time period and a failure to engage with Ms K and the Ombudsman throughout.

There was no evidence that Ms K's vulnerabilities were considered. It is also of concern that information provided by the landlord to the Ombudsman stated that it had no record of Ms K's vulnerabilities.

### **Determination:**

We found severe maladministration in Clarion's complaint handling, communication, and its consideration of Ms K's vulnerabilities.

We found that the landlord eventually provided reasonable redress for its poor response to Ms K's reports of leaks and repairs, and we found service failure (a category of maladministration) in the landlord's response to the rodent infestation.

However, as the investigation highlighted, had the landlord not made reasonable offers of redress its actions in these two areas would have amounted to findings of severe maladministration.

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



We also made a number of recommendations including for the landlord to review how it communicates with residents and considers their vulnerabilities.

The Ombudsman considered that the service failures around damp and mould and pest infestation in this case may be indicative of wider service failures by the landlord. This prompted a further investigation under paragraph 49 of the Housing Ombudsman Scheme, which led to the findings in this special report.

## **Case E**

### **Failure to find the source or recurrent leaks**

The Ombudsman found severe maladministration for Clarion's cumulative failings in handling repairs to resolve leaks and the problems that followed with the resident's shower and electrics.

Mr G has been the tenant of the landlord in a flat since February 2017. Shortly after moving in, he began regularly reporting leaks into his shower room from above, which only stopped when the flat above became empty. The leaks caused damp, staining and damage to the shower-room ceiling and walls and at times spread to the adjacent toilet and entered the electrical circuits, in particular the shower room light and a smoke alarm.

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

Mr G continued to report leaks but there was no evidence that works ordered were carried out. At one point, he reported an emergency repair when the leak was coming through his bedroom ceiling and out of a smoke alarm, but it was not clear from the evidence how the landlord responded or whether it checked that the electrics were safe within a reasonable period.

Mr G said that leaks continued but he gave up reporting them for a while, although he did report a potential structural defect in the shower wall caused by prolonged leaks. Again, there was no evidence that the landlord acted on this report.

Mr G made a formal complaint after making further reports of leaks. The landlord raised orders for repairs within Mr G's flat but did not explain how these would address the recurrent leaks from the flat above.

We found a service failure in the landlord's complaint handling, as the complaint responses did not consider the full history of leaks to the property or the wider context of the situation, particularly that the repair issues reported may be connected and more complex than one-off problems.

The landlord also failed to fully address all the issues raised by Mr G in his complaint, including his concerns about water entering electric circuitry, and the room not being adequately ventilated. It did not fully recognise what had gone wrong and, as a result, missed the opportunity to put things right and learn from the complaint.

In its responses at stages 1 and 2 of its complaints procedure the landlord did not identify any significant service failures or offer compensation. It did more recently make an offer of compensation, but this was later withdrawn.

### **Determination:**

We found severe maladministration by the landlord in its handling of the repairs to resolve leaks and subsequent reports of problems with the shower and electrics. There was also a service failure (a category of maladministration) in the landlord's complaint handling.

We ordered the landlord to apologise to Mr G and pay him £1,250 compensation for its poor handling of repairs to resolve the leaks and its complaint handling. We ordered it to arrange for a surveyor to assess Mr G's flat and then share the findings with Mr G and carry out all identified works within eight weeks. In June 2022 the landlord confirmed that these works had been completed.

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

Following our investigation, the landlord's learning from this case includes a new case management strategy and placing more emphasis on reviewing the history of repairs.

## **Case F**

### **No maladministration in response to reports of damp and mould**

Mr F complained about Clarion's response to his reports of damp and mould. He took a complaint through the landlord's procedure in 2019 and made a further complaint which exhausted the landlord's procedure in 2021. Mr F brought both his complaints to the Ombudsman in 2021.

We were unable to investigate the 2019 complaint as this fell outside our jurisdiction. The Ombudsman will not normally investigate complaints brought to us more than 12 months after they exhaust a landlord's complaints procedure. In this case, Mr F received a final response in September 2019 that directed him to the Ombudsman, should he wish to escalate the matter, but Mr F did not contact us for a further 18 months or provide a valid reason for not doing so. We were however able to investigate the more recent complaint.

Mr F had been reporting damp and mould for a number of years. An inspection in April 2019 found no damp or mould but evidence of condensation. Mr F was advised that extractor fans were blocked and required an upgrade; Mr F declined to have these works carried out.



Clarion carried out a number of further inspections, all of which found that there was a lack of ventilation leading to humidity and condensation. Plans were made to address this through the installation of humidistat fans, as well as monitoring of moisture levels, but these were refused by Mr F.

Mr F made an insurance claim for alleged damage to health caused by damp, which was not upheld. The insurer stated that reports of damp had been investigated in 2014, 2015, 2018 and 2019 and it had been concluded by different surveyors that the cause was condensation due to a failure to ventilate.

Mr F continued to contact Clarion about the matter and the landlord encouraged him to agree to new fans being fitted, which he continued to refuse. The landlord also offered to fit a data logger to monitor any damp, which Mr F also declined.

Mr F made a formal complaint about the damp and other issues in October 2020. Clarion's stage 1 response said that the property had been inspected and the findings, which had been shared with Mr F, were that a lack of ventilation was causing high humidity levels leading to condensation and mould. Clarion was still willing to replace the fans and install a monitor if Mr F agreed to this.

Mr F escalated the complaint. In its stage 2 and final response, Clarion repeated its previous inspection findings and noted that Mr F had refused the proposed works but had now requested a dehumidifier. The landlord said that while a dehumidifier could help to reduce the humidity, it would require regular maintenance and emptying, and would not provide a permanent solution. The landlord later provided a dehumidifier at Mr F's request.

The Ombudsman found that the landlord's response to Mr F's reports of damp and to the formal complaint had been reasonable and appropriate. It had made several inspections of the property, all of which found that a lack of ventilation was leading to humidity and condensation. Reasonable plans were made to address this through the installation of fans and monitoring equipment, but these were refused by Mr F. The landlord also provided a dehumidifier at Mr F's request.

It can sometimes be the case that landlords blame 'tenant lifestyle' for problems with condensation and mould growth (for example drying clothes on radiators, or not opening windows), with no further action taken to help the resident. The Ombudsman published a report in 2021<sup>4</sup> which challenges this approach and calls on landlords to assist residents as far as possible.

In this case, the evidence shows that the landlord treated Mr F fairly by listening to and investigating his concerns on a number of occasions. It did not 'blame' Mr F or put the issues down to his lifestyle, but offered practical solutions based on the findings of its property inspections. Despite all previous inspections coming to the same conclusion, that the issue was ventilation, the landlord continued to respond to Mr F's concerns and complaints and carry out further investigations.

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<sup>4</sup> 'Spotlight on: Damp and mould – It's not lifestyle', October 2021. <https://www.housing-ombudsman.org.uk/wp-content/uploads/2021/10/Spotlight-report-Damp-and-mould-final.pdf>

In light of Mr F's rejection of the landlord's findings and proposed solutions, there was little further action the landlord could take. However, it did agree to provide a dehumidifier, which was outside of its obligations. It also appropriately advised Mr F to seek legal advice or contact the insurer should he wish to pursue the matter.

**Determination:**

We found that there was no maladministration by Clarion in its response to this complaint.

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