

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202106197*

*Leeds City Council*

*12 August 2022*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The complaint is about the landlord's handling of repairs at the property.
2. The Ombudsman has also considered the landlord's complaint handling.

## **Scope of Investigation**

3. In his complaint to the landlord and this Service, the resident has made reference to repairs dating back to 2019. However, there is no indication that a formal complaint was made to the landlord about its handling of repairs until April 2021, despite the resident having opportunity to do so. In its response to the complaint raised in April 2021, the landlord focussed on current, presenting repair issues.
4. Generally, the Ombudsman would expect a resident to raise a complaint within six months of the issues occurring. This is reflected in the Housing Ombudsman Scheme, which states that the Ombudsman will not investigate complaints which were not brought to the attention of the member as a formal complaint within a reasonable period which would normally be within 6 months of the matters arising. Because the resident did not raise a complaint about the 2019 repairs with the landlord when he had the opportunity to do so, this investigation focuses on matters from October 2020 onwards when a water leak necessitated repairs at the property.

## **Background**

5. The resident is a secure tenant of the landlord.

6. The landlord's repair policy that was in place at the time stated that it would carry out general repairs within 20 working days.
7. The landlord's complaint policy that was in place at the time sets out a two stage complaint process. At stage one it would provide its response by letter, email, face to face or by telephone. At stage two it would look at how it dealt with the original complaint and also respond to any further related issues raised (although not new complaints).

### **Summary of events**

8. The landlord's repair records show that a 'serious water leak' was reported and attended in October 2020. Following this a number of jobs were raised:
  - a. 29 October 2020 - 'measure and order double glazing units (DGUs) for bathroom and kitchen fan' (marked as completed on 9 November 2020).
  - b. 2 November 2020 - 'measure for new worktops to book in' (completed on 9 November 2020).
9. Further leaks were then reported and attended to in November 2020, with the following works raised subsequently:
  - a. 19 November 2020 - 'minor works joinery and plastering', including removal of a base unit, wall unit and worktop in the kitchen, thermal boarding, and replacing plaster vents (marked 'open' not completed).
  - b. 23 December 2020 - 'measure and order DGUs for bathroom and kitchen fan report back for sparky to renew' (attended 12 February 2021).
10. On 18 March 2021 the landlord's records show that the resident called in about the incomplete works in their property outstanding from the previous year. The landlord noted 'The tenant is now threatening legal action if these works are not carried out as soon as possible. Please can these works be completed as a priority and the tenant contacted with an update regarding this?'
11. The landlord chased this up with the relevant teams on 22 March 2021, asking 'Is this being looked in to and works arranged?' The following day it was noted that the contractor was 'hoping to book in for next week or the week after' and had been asked to contact the resident to arrange.
12. On 19 April 2021 the landlord logged a formal complaint from the resident, who said they had been waiting for two years for repairs. The record notes 'The kitchen sinks base is broken. There is a big water leak coming through the walls which has resulted in the walls breaking. [The resident] can't use the

kitchen to cook food...Someone came and tiled the wall as it was damp. The tiles are coming away from the wall.'

13. The landlord's records note that to investigate this it looked at its records and found that 'order 6522687 is still live' (this was the 'minor works joinery' job), that its contractor had this order and had confirmed it would contact the resident that week to arrange outstanding works. The landlord had then spoken with the resident and confirmed the contractor would contact them directly. The landlord noted, 'Customer happy with verbal response.'
14. On 4 May 2021 the contractor contacted the landlord explaining that when it had arrived at the property that day to carry out works, the tenant refused to allow it to take out the existing kitchen due to a leak from the flat above, which the resident said needed rectifying and that additional works would be required because of the leak.
15. The following day the resident made a stage two complaint by telephone to the landlord, in which they said that they had been waiting nearly two years for repairs to be completed. The landlord's record summarising the resident's complaint refers to the toilet needing to be fixed and the kitchen being replaced, with the issue being damp/wetness in both rooms. The record states:
  - a. The toilet wall was damp and when someone attended to repair it, they didn't treat the damp but placed tiles on the wall. The resident reported that the tiles were coming away from the wall.
  - b. The kitchen walls were wet, with 'soaked' cupboards and floor tiles starting to lift. The resident described the wall starting to 'break up and there is some kind of greenish plant', that the smell in the room was 'very bad' and that he had been unable to cook and eat in the room because of this but had been eating outside.
  - c. While the contractor had attended to install a new kitchen, the resident considered that this would not resolve the issue as the contractors were not aware of the issues with the walls.
  - d. The landlord had advised that a new kitchen was needed, and the walls needed to be treated. While the landlord said that it would change the sink and cupboards, the resident was of the view that the walls needed treating first.
  - e. The landlord would attend the property to 'check everything', but then not return for several months before attending again to do the same thing.
  - f. While a contractor had attended to install fans, this was not completed because the contractor did not know where they would put the fans. The resident said that the bathroom and kitchen required fans.

16. The landlord provided a stage two response dated 25 May 2021, in which it acknowledged the complaint to be about ongoing damp problems in the kitchen and bathroom, with repairs being raised, but also a leak from the flat above which caused delays in these works being completed. It responded, 'I have looked into your issue and contacted the contractors that attended to complete the work in your kitchen, they was there to complete the below work.
  - a. Remove RHS base unit & wall unit & worktop to kitchen/lounge party wall.
  - b. Thermal board x5m<sup>2</sup> to adjacent rear kitchen wall.
  - c. Remove & re-fix skirtings x2lm as required. Re-fix units & worktops.
  - d. Thermal board x3m<sup>2</sup> to both external walls of pantry, remove & re-fix skirtings x1.5lm as required. Replace plaster vents x2'
17. The landlord said its managers and surveyors would attend the property so that the issues could be rectified.
18. Having received this response, the resident called the landlord on 2 June 2021 to say that no one had been in touch with him to arrange the works. Internal emails from 15 June 2021 show the landlord then contacted the resident to arrange a visit to the property on 22 June 2021 to clarify what works were required before they commenced.
19. At this same time the resident made contact with the Ombudsman explaining that he had been chasing repairs for two years. He explained that a leak into the kitchen had caused damage and a bad smell, with the landlord previously saying it would fit new kitchen cupboards but could not do the works as the wall was too wet. The resident also said the landlord had delayed repairing the toilet tiles and extractors fans.
20. From 30 June 2021 – 2 July 2021 the repair records show a 'serious water leak' with works completed by 10 July 2020.
21. On 23 July 2021 the resident again contacted the Ombudsman stating that he was unhappy with the landlord's stage two complaint response, and explaining that a surveyor did attend the property a month earlier and advise that works would be completed within 3 weeks, but the resident had heard nothing since. The resident wanted the works agreed to be completed, the kitchen flooring which had been damaged by the flooding to be fully replaced, and the dampness throughout the flat to be remedied, not just in the kitchen. The resident said that the whole flat was damp since the leak.
22. Internal records show that the identified works from the June 2021 inspection began on 26 July 2021. On 30 July 2021 a job to 'fix sockets back to wall after tiling' was raised, with no complete date.

23. On 19 August 2021 the resident informed this Service that that while the contractor had attended in July, it left the following works outstanding:
- a. Tiles on the kitchen floor.
  - b. Kitchen wall needed painting.
  - c. Damp in kitchen.
  - d. Electrical sockets in kitchen; the landlord had taken them off but had not replaced them properly.
  - e. Further damp in the toilet and hallway.
  - f. New fan/vents needed to be installed in toilet and kitchen.
24. The resident said that the contractor promised that it would return to finish repairs but didn't return after doing only some of the work.

### **Assessment and finding**

25. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles. These are high level good practice guidance developed from the Ombudsman's experience of resolving disputes, for use by everyone involved in the complaints process. There are only three principles driving effective dispute resolution:
- a. Be fair - treat people fairly and follow fair processes;
  - b. put things right, and;
  - c. learn from outcomes.
26. The Ombudsman must first consider whether a failing on the part of the landlord occurred, and if so, whether this led to any adverse effect or detriment to the leaseholder. If it is found that a failing did lead to an adverse effect, the investigation will then consider whether the landlord has taken enough action to 'put things right' and 'learn from outcomes'.

### *Repairs*

27. In line with the repair policy, the landlord had a duty to attend to general repair issues within 20 working days.
28. The records show that following the leak in October 2020, the landlord planned to replace the extractor fan in the bathroom and fit a new fan in the kitchen, renew worktops, remove kitchen units, and fit thermal boarding. There were attendances to measure up for these works, but no indication that they were otherwise carried out at that time. This was a failing on the part of

the landlord, which should have monitored the progress of works to ensure completion, and that it was meeting its obligations.

29. There is no indication that the landlord took any action or that the resident made further contact until six months later in March 2021, when he reported that these works remained outstanding. Internal emails dated 18 March 2021 show the landlord noting that as well as the 'minor joinery' works, the renewal of worktops had not been completed after being measured in November and the extractor fans and associated DGU's required for new fan installations in the kitchen and a fan renewal in the bathroom had also not been completed. Despite this, the records suggest that the landlord raised only the 'minor joinery' works with its contractor, and did not take any action on the other outstanding works. This again was a failing on the part of the landlord in its management of the repairs.
30. There is no indication that any further progress was made until the resident made their formal complaint on 19 April 2021. Although the resident made it clear in their formal complaint that they were concerned about a leak, that tiles were coming away from the wall, and that they were still waiting for completion of the outstanding works, the landlord's investigation into the complaint simply noted that 'minor joinery works' were outstanding, and that contractors would contact the resident that week to arrange the works. There is no indication that it took any action to address the resident's concerns about a leak or damp, and its response was therefore not proportionate to the complaint raised or outstanding repair issues.
31. The contractors did not attend until early May 2021, around six weeks after the resident chased the landlord about the outstanding works (despite the landlord's records suggesting this should have taken 1-2 weeks). When they attended, it was only to remove kitchen units, and fit thermal boarding, and so the resident declined this due to his concern that these were insufficient to resolve the issues that he had reported. By this point, the original works had been outstanding for more than six months.
32. The next day the resident escalated his complaint, detailing the condition of the property - damp in the bathroom and kitchen, a leak, and tiles coming away from the wall and floor – and the impact of this. He raised concerns about contractors attending to carry out works when there was still damp, and said that fans were needed in the kitchen and bathroom. It was reasonable that the landlord then undertook to attend the property to inspect and determine what works were required, but it took a month from the date of the final response for it to do so, despite the resident's description of his living conditions, adding another month's delay.

33. The 'schedule of works' that the landlord has provided from this inspection shows that a number of repairs were required, some of which had been outstanding since 2020 and that the resident had reported to the landlord as outstanding in March 2021.
34. In particular, works identified for the kitchen included:
- a. Thermal boarding to the rear external kitchen wall.
  - b. Hacking off and re-plastering of wall behind the sink base unit.
  - c. Renewal of all the kitchen units and worktops.
  - d. Renewal of all wall tiles in full.
  - e. Renewal of vinyl floor tiles.
  - f. Installation of an extractor fan to a new DGU window 'as per original orders [from 2020]'.
35. In regards to the bathroom:
- a. Hacking off and re-plastering of a damaged wall.
  - b. 'Trace of a leak and rectify to bottom of low level flush pipe'.
  - c. Renewal of DGU and extractor fan as per original orders.
36. While the landlord notes that these works commenced on 26 July 2021 and were completed on 30 July 2021, none of the works appear in the landlord's repair records. On 19 August 2021 the resident advised this Service that while the contractor had attended in July, it left several jobs outstanding.
37. Given that it had taken eight months and a formal complaint for the original works to be carried out, it would have been very frustrating for the resident that these associated works were not completed, and represents additional delay on the part of the landlord. Further, it appears that the landlord had still not installed the fans in the kitchen and bathroom, which had been outstanding for nearly a year at this point.
38. It was not until the Ombudsman contacted the landlord in September 2021 that the landlord took action, arranging another inspection on 29 September 2021. It stated that the thermal boarding and treatment in the kitchen had worked and there was no further damp. The following works had been identified and raised:
- a. Floor tiles fixed/replaced.
  - b. Some electrical sockets were slightly loose and required tightening.



39. It said that the repair history showed that new electrical fans were installed in the kitchen and bathroom in July 2019. There was some damp in the bathroom however, and so a vent would be installed for circulation. This is a confusing position for it to have taken at this point: If new fans had been installed in the kitchen and bathroom in 2019, it is unclear why the order was raised for this work a year later, and also identified as required at the June 2021 inspection. This statement is further called into question by the subsequent order which was raised to fit an extractor fan to the bathroom window on 1 October 2021.
40. The repair records show that the kitchen walls were painted in October 2021. An operative also attended in October 2021 in relation to the floor tiles, and then booked a further visit 'but access issues encountered'. No further action was taken until an appointment was rearranged to resurvey the floor nine months later on 21 July 2022 and subsequently the work was due to take place on 26 July 2022.
41. This was unreasonable on the part of the landlord: Given the very long delays that the resident had already experienced, and that he had noted lifting floor tiles in his complaint of May 2021, it would have been reasonable for the landlord to have taken steps to ensure that this work was followed through to completion following the 'no access' in October 2021.
42. The repair records show that a job was raised on the same day as the 29 September 2021 inspection with regards to the loose sockets, and also attended that same day, but marked as 'no access'. It is not clear how the landlord made the resident aware of the visit at such short notice. There is no evidence that it took any further action until ten months later on 20 July 2022 where 'telephone contact' is recorded (it is not apparent if contact was made by the resident or if the landlord contacted the resident) and an appointment booked for 21 July 2022. Again, this was unreasonable as it would have been appropriate for the landlord to have monitored the progression of this repair, and ensured that the works were completed.
43. An order was raised to fit an extractor fan to the bathroom window on 1 October 2021. An operative attended on 13 January 2022, some three and a half months later, which was another long delay. There was no access, and an appointment was re-arranged and an operative attended four months later on 2 February 2022, who then made a referral for a joiner to attend and measure up for a new pane of glass so the fan could be fitted. This appears to be a replica of the job that was raised and completed in November 2020 to measure for the DGU. An appointment was arranged for 21 July 2022, five months later, which represents another very long delay. A new DGU was ordered to accommodate the fan housing, and this is currently awaiting completion.

44. The landlord has been asked for an explanation for the delays in attending to and remedying these repair issues. In response, the landlord said that its repairs service has been impacted by the effects of the Covid -19 pandemic over the last 24 months and whilst backlogs have now been recovered, normal service standard timescales for completing non-emergency repairs have been impacted in the meantime. Additionally, challenges have been encountered due to the national availability of materials and the national labour market, as well as access issues at the property. It said, 'We acknowledge the delays and have apologised to the customer for them.'
45. While it is the case that the Covid-19 pandemic and challenges with regards to materials and labour has had a significant impact on the ability of landlords to carry out their repair functions, it cannot be said to account for the very long delays and seemingly poor management of repairs in this case, or the failure to keep the resident reasonably updated. There is no reference to or of evidence of Covid-19 or other challenges having impacted the repairs in the evidence available that supports the landlord's position here. Neither is any mention of this made in the responses to the complaint.
46. The landlord did not adhere to the timeframes as set out in its repair policy, and far exceeded these. The landlord repeatedly failed to complete repairs even though it was made aware of outstanding works over a prolonged period of time. While the Ombudsman does not doubt that the pandemic was a factor in the time taken to respond to repairs, the information that is available highlights significant failings in the monitoring and management of repairs by the landlord, leading to significant adverse effect to the resident.

### *Complaint handling*

47. The resident's stage one complaint noted that he had been waiting for two years for repairs, he referred to a leak, and tiles coming away from the walls. In response, the landlord arranged for its contractors to attend against the old job reference 'joinery works' and provided a verbal response. There is no indication that it investigated or otherwise responded to all the issues that were raised, and the landlord therefore missed an opportunity to recognise what had gone wrong.
48. The landlord's response to the stage two complaint was similarly inadequate. The resident had described failed repairs, and a smell so bad that he had been unable to cook and eat in the kitchen for some time. He recalled that the landlord kept attending to 'check everything', then would not come back for several months, then would attend and do the same thing again. He said that contractors attended to carry out works without being aware of the underlying case, and that both the bathroom and kitchen still required fans/ventilation.

49. The landlord's complaint policy sets out that at stage two it would look at how it dealt with the original complaint and also respond to any further related issues raised. However, the landlord's very brief stage two response simply noted that the contractor that had attended in May 2021 was there to remove kitchen units, thermal board, and refix units and worktop. This does not address the substantive issues that the resident had raised about failed repairs at his property, or the impact which this had on him.
50. The landlord said it would attend so that the issues could be rectified, which was appropriate to address the repairs (although it took another month for this to be completed as noted above), but does not show that the landlord took sufficient action to fully investigate, 'put things right' for the resident, or 'learn from outcomes'.
51. The complaint process was an opportunity for the landlord to look into the issues raised, identify the outstanding repairs from 2020, the inadequate response to the stage one complaint, the further delay in the contractor attending, investigate the reasons for these failings and the impact on the resident, and what action was needed to not only put these things right, but to mitigate a recurrence of these failings. It could then have provided an appropriate remedy to the resident. That this didn't happen, was a failing in the landlord's complaint handling which meant that the resident did not receive a reasonable response to his complaint. Further, the failings in the complaint handling compounded the failings in the landlord's handling of the repairs, leading to cumulative adverse effect to the resident.

### **Determination (decision)**

52. In accordance with section 54 of the Scheme, there was:
- a. Severe maladministration in the landlord's handling of the repair.
  - b. Maladministration in the landlord's handling of the formal complaint.

### **Reasons**

53. It took eight months for the works to the worktops and installation of thermal boarding to be completed. Works to renew the DGU and extractor fan as per the landlord's original orders appear to still be outstanding nearly two years after they were raised, and the landlord has provided conflicting information about these works.
54. Further repairs that were identified as needed in mid-2021, such as renewing floor tiles and painting, were not attempted until October 2021 and while it is acknowledged that there were then access issues, given the history of the case it would have been appropriate for the landlord to have been proactive in

ensuring these works were completed. As it was, they were not carried out for a further nine months.

55. The resident has described the conditions of the kitchen to be so unpleasant that he was unable to cook and eat in there for a long period of time. Given the landlord determined that the thermal boarding and treatment in the kitchen that had taken place in July 2021 had worked and there was no further damp, it is reasonable to find that had this work been undertaken when it was first raised in October/November 2020, eight months of unpleasant living conditions could reasonably have been avoided.
56. Further, the resident was caused unnecessary time, trouble, frustration and distress by the numerous attendances at the property and need to chase the matter with the landlord over a prolonged period.
57. The response to the complaint does not show that the landlord took the time to look into the resident's concerns and address these. It has not 'put right' the adverse affect that the resident has experienced, and there is no evidence that the landlord has 'learnt from outcomes'.

## Orders

58. Within six weeks of the date of this report, the landlord must:
- a. Pay the resident a total of £1000 compensation, comprising:
    - i. £700 as a remedy to the adverse affect the failings in the handling of the repairs had on the resident,
    - ii. £300 for the adverse affect caused by the failings in complaint handling.
  - b. Provide a written apology to the resident for the failings identified in this report.
  - c. Attend the property and carry out an assessment of the ventilation in the kitchen and bathroom, to confirm whether any ventilation that is in place is adequate and performing correctly, or if renewal/replacements are required.

This inspection should be documented, along with the reason for any decisions made, and a copy provided to the Ombudsman.

Any works that are identified as required should be carried out within one month of the date of the inspection.
  - d. Attend the property and carry out an assessment of any leaks/damp. This inspection should be documented, along with the reason for any decision made, and a copy provided to the Ombudsman.

Any works that are identified as required should be carried out within one month of the date of the inspection.

- e. Carry out a review of the handling of the repairs in this case, to determine the cause of the delays and mishandling, and whether any action is required to mitigate the risk of these recurring. A copy of the review should be provided to the Ombudsman.
- f. Carry out a staff training exercise (if this has not already been done in the last 12 months) to ensure that relevant staff are aware of the need to, and are able to, investigate and respond to complaints appropriately. The landlord should consider the outcome of this case as well as the Ombudsman's Complaint Handling Code when delivering training to its staff.