

Housing

Ombudsman Service

REPORT

COMPLAINT 202102546

Hammersmith and Fulham Council

17 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:
 - a. The landlord's response to multiple repairs in the resident's property (including the windows, the smoke detector, the extractor, the roof leak, and mould).
 - b. The landlord's complaint handling.

Background and summary of events

2. The resident is a secure tenant of the landlord following a mutual exchange in August 2008. The landlord is also the local authority. The resident's property is a one bedroom flat on the third and top floor of the building.
3. The landlord is responsible for keeping the property in good repair and to respond to reports of repairs within reasonable timescales.
4. The landlord's repairs and maintenance handbook states that the landlord is responsible for various repairs including brickwork, external decoration and carpentry, electrical wiring, sockets and switches, communal areas, external and communal glazing, plumbing repairs and leaks, roofs, and sanitary fixtures and fittings.
5. The repair timescales are 2-24 hours (emergency repairs), 3-5 working days (urgent repairs), and 20 working days (routine repairs). Examples of repairs and their priority are 3 working days for a minor leak, 5 working days for broken mechanical extractor fan, and 20 working days for external glazing of a window. The period between May – September is considered as summer and October – April is considered as winter.

6. The landlord's complaint policy states that stage one complaints are responded to within 15 working days. Stage two complaints are responded to within 20 working days.
7. The resident has reported repairs in the property for several years. In 2019 there was a work order raised to renew aspects of the bedroom and living room window as water was seeping through. There was an access issue (resident on school run during appointed time) and the resident was told to rebook the appointment. The work order was not completed.
8. In February 2020 a request was raised for the landlord to assess the condition of the windows.
9. On 26 February 2020 a surveyor attended the property and identified a list of repairs. The surveyor report has not been seen.
10. On 12 March 2020 the resident contacted the landlord to chase the outcome of the surveyor's visit. The landlord said that it would have to chase this from the surveyor and could not offer the resident an update at the time.
11. On 14 May 2020 a job was raised to renew the extractor fan and window casements. On the same day, another job description was attached for 'various repairs' including a new smoke detector in the property.
12. On 26 June 2020 the repair records state that jobs would be re-raised. Work orders for the repairs remained on hold.
13. The complaint team emailed the repairs team in August 2020 to highlight that there were 15 jobs and these were closed/put on hold. The windows were reported to be 'loose and unsafe' (7 August 2020).
14. On 22 October 2020 the resident emailed the landlord to chase repairs. The landlord told the resident to contact the repairs centre to arrange these.
15. On 17 November 2020 the resident called the landlord to raise a complaint. He explained that a surveyor visited the property a few months ago and listed several repairs which had not been completed: a fire alarm needed replacing, there was damp and mould on walls, and the windows needed replacing as they were rotten and unsafe. He had expected to be contacted a month ago about the windows and was told that this was a big job. Following this nothing happened.
16. On 4 December 2020 the resident and landlord spoke over the telephone and the resident explained that:
 - i. The window was hanging off and he called the out of hours; he could not reach them and so he managed to secure the window himself.

- ii. He explained that he had to go to work.
 - iii. He was sleeping in the living room with their two year old and this was where the window was broken.
 - iv. The property was very cold and he would like repairs to be completed as soon as possible.
17. The landlord queried the delays in the repairs with its repair contractor during December 2020. It highlighted the resident's circumstances (outstanding repair jobs, freezing conditions during winter, and window needed replacing).
18. The repair contractor said that it could not complete the list of outstanding jobs on the out of hours job ticket and that the landlord was required to raise these as new works. It did not clarify why the works were not completed beforehand, when they were first raised by the landlord, and the landlord did not investigate this.
19. The landlord raised new work orders (8 December 2020); the repair contractor then suggested another inspection before continuing with the work orders. This was then arranged by the landlord for 7 January 2021.
20. During this time the resident had remained in the property with no works being carried out since they had first been identified in February 2020. The resident experienced 10 months of no repair services. The resident was not offered any interim solutions or redress for the impact of the outstanding repairs, despite the landlord's awareness of the delays and its own experience of difficulty with arranging repairs with its contractors. The landlord did not provide a complaint response to the resident's complaint, which he raised on 17 November 2020.
21. On 17 December 2020 the landlord's complaint team chased the jobs and highlighted the resident's circumstances. It queried why jobs were on hold. The team chased this again in January 2021 and highlighted the resident's circumstances, such as his living condition and the adverse weather (15 January 2021).
22. On 13 January 2021 the landlord's notes reflect that a further inspection earlier that month had identified repairs to the kitchen window, roof leak (into kitchen cupboard and through extractor fan). The landlord's records state that an email was sent 'to appoint works' and that works were being carried out (24 January 2021).
23. On 28 January 2021 the resident called the landlord for an update on when the works would commence. He explained that he had two young children and could not live in the conditions any longer. A call back was requested.
24. On 29 January 2021 the landlord noted that window works were waiting to be appointed and it left the resident a voicemail with an update.

25. On 4 March 2021 a contractor visited the property in respect of plumbing.
26. On 17 March 2021 the landlord noted that there had been job variations issued to the contractors who were planning to have a meeting about it.
27. On 24 March 2021 the resident contacted the landlord to escalate his complaint. The resident said that he had tried to escalate the complaint to stage two. The stage one response has not been seen by the Ombudsman.
28. On 6 April 2021 the landlord emailed the resident to arrange a call with him to discuss the reasons for his escalation request to stage two. The landlord's records state that it attempted to call the resident on 9 and 22 April 2021.
29. According to notes, another surveyor visited the property at the end of April 2021 and this showed that the fire alarm needed to be replaced, there was damp and mould on the walls, and the windows were in need of replacement as they were rotten and unsafe.
30. On 26 April 2021 the landlord raised a job to 'investigate numerous outstanding repairs – fire alarms, kitchen window, leak through the extractor fan over cooker, damp and mould, kitchen and bathroom renewal requests'.
31. On 30 April 2021 the Ombudsman emailed the landlord to highlight the resident's complaint after the resident had been in touch about this (damaged windows, leak in the roof, extractor fan, cooker, fire alarm not working, mould). The Ombudsman told the landlord to contact the resident for further details of the complaint and encouraged local resolution.
32. On 3 May 2021 the landlord's records show that a request was raised for an investigation into the outstanding repairs. These were listed as fire alarms, kitchen window, water leak through extractor fan over cooker, damp and mould, kitchen and bathroom renewal requests.
33. On 5 May 2021 the landlord told the Ombudsman that the resident's complaint had been escalated to stage two. The landlord said that its last contact with the resident was on 30 April 2021 when the surveyor visited the property to identify repairs. Its records show that there were new works added to the previous work order: to replace the extractor fan in the kitchen and bathroom, decorate the bathroom ceiling and areas affected by leak in kitchen and replace bathroom tiles.
34. On 13 – 20 May 2021 works were booked in however it is unclear which repairs these were regarding. An appointment was booked for 26 May 2021 for an electrician to attend for the fan. However, on 24 May 2021 the resident raised a concern about the order of the repairs; the roof leak would need to be fixed

before the fan. The landlord did not clarify the repairs or communicate its action plan with the resident at the time; it is unclear if the electrician attended.

35. The landlord said that the roof had been repaired on 25 May 2021. The resident disputed this and said that the roof was not repaired as there was still a leak. The landlord asked the contractor for evidence of the work being completed (June 2021). In the complaint response, the landlord asked the resident to provide evidence of the works not being completed. The landlord did not evidence further investigation into the resident's report of the ongoing leak.
36. The resident explained to the Ombudsman that the roof leak occurred intermittently and in rainy conditions. There was a brown patch above his kitchen from which discoloured and smelly water would leak onto his cooker. He explained that this affected his day to day living as he and his family's meal preparation had been affected for some time and they would incur expenses from eating out at times due to the situation. He would be put off food in the kitchen by the smelly water which leaked down onto the cooker / around the food. This affected meal preparations for his children as well.
37. The resident explained that he was also very concerned about the fire risks from the leak onto the cooker. He had two young children and there were other people in the building as well. Water was leaking onto the cooker. At the same time, the fire alarm in the property had not been repaired.
38. On 6 June 2021 the resident emailed the landlord and asked for a stage two complaint investigation, stating that works remained outstanding and that this was having a negative impact on his family life. He referenced pictures of the outstanding repairs to the landlord.
39. On 8 June 2021 the landlord spoke with the resident. The resident told the landlord that whenever contractors had turned up, they did not have the right tools or did not know what they were due to be doing and the work remained incomplete. The resident also told the landlord that when it rained, he could not cook as water flooded his cooker in the kitchen, due to outstanding roofing repairs.
40. The landlord noted the resident's outstanding concerns, which were that operatives turned up without details of the repairs or scope, his fan could not be fixed until a roof repair/leak was addressed and so he could not cook and that there were health and safety risks due to the windows and their young children.
41. On 14 June 2021 the landlord chased the repairs team and contractor for evidence of works completed and relayed the resident's comments.

42. On 14 June 2021 the resident contacted the Ombudsman and reported that the matter had not been responded to; he explained that the living conditions had become unacceptable for his family.
43. On 16 June 2021 the Ombudsman contacted the landlord to request that it contact the resident within 5 working days with its response. The landlord acknowledged the outstanding response and deadline on 17 June 2021.
44. The landlord issued a complaint response dated 21 June 2021 and said that:
- a. The issues had been ongoing from 17 November 2020.
 - b. The resident was awarded £150 due to the landlord's service failure.
 - c. During conversation on 17 June 2021 the landlord told the resident that the roof had been fixed on 25 May 2021 and there should be no further leaks.
 - d. The resident disputed this so the landlord asked for pictures or video evidence of the roof still leaking and had not received this or further complaints.
 - e. An operative 'de-mossed 7 x 4 metres of pitched roof, 7 metres of guttering was stripped off and replaced' and 'the ground floor outlet was cleaned and flushed through'.
 - f. Windows were ordered and under production and this could take anything between 3 to 6 weeks.
 - g. Operatives would be in touch to schedule appointments to complete outstanding repairs.
 - h. The landlord had been instructed by the Ombudsman to respond to the resident's stage two complaint within 10 working days from 17 June 2021.
45. On 23 June 2021 the landlord emailed the resident and said that following his request to escalate the complaint to stage two, the landlord gave its final response, and the resident could go to the Local Government Ombudsman.
46. Subsequently, the landlord issued another response on 10 August 2021. This looks to be the final response, following the previous response of June 2021.
- a. It acknowledged the resident's complaint of 17 November 2020 about repairs to the windows, smoke alarm, mould and damp and it apologised for the delay in its response.
 - b. Following the surveyor's visit to the property, works were agreed (to replace the smoke detector, works to the windows and a mould treatment).
 - c. The resident wanted to know when works would be attended to.
 - d. The landlord visited the resident on 7 January 2021 to assess the repair issues.

- e. It passed a specification of works to the contractor and the contractor advised that all works were completed.
- f. It apologised for the delays experienced in the repairs and re-offered the £150 for inconvenience.
- g. It provided details of the next steps if the resident remained dissatisfied; this was to escalate the complaint to stage two.

47. The resident explained the outstanding concerns to the Ombudsman:

- a. He had about five different surveyors attend the property since February 2020. The resident experienced uncertainty, time and effort, and felt that these repairs had taken a toll on him.
- b. He experienced surveyors arguing with contractors/builders on site and there was uncertainty about the repairs.
- c. At one point, the landlord offered to move him temporarily, but the proposed decant was an hour away from his children's school and work.
- d. The landlord put up scaffolding to fix the roof and this had been up for approximately 2 to 3 years. When the resident chased an update on this, he was told that the landlord did not have the funds in connection to this. At one stage, the resident said someone came out to apply something to the roof but this made the leak worse. Then, when the resident had someone agree to come out another time, they came but they were unable to progress with the appointment because a scaffolding pole came down and it was unsafe to use to access the roof.
- e. Other people in the building were regularly asking the resident for updates and getting frustrated themselves, they were also affected by the scaffolding which was still up.
- f. His quality of life was being affected by the ongoing uncertainty and the ongoing leaks in the kitchen and from the extractor fan. His family were frustrated and upset, and it was affecting their relationships.
- g. He had been chasing repairs and complaints for a long time.
- h. His work was affected as he would have to make last minute changes or cancellations and cause disruption and inconvenience, in order to accommodate contractors who did not go on to resolve the repairs, so he would have to do this regularly.
- i. There had been no work into the leak in the bathroom extractor fan. The extractor fan leaked brown water and the resident was too worried of further damage to try anything to stop it himself. When he raised this on the telephone during one of the occasions when he chased the repairs, it was suggested to him that he consider not turning on the light switch (which also

turned on the fan). He could not do this as his family, including his children, needed the light when using the bathroom.

- j. The landlord fixed the fire alarm, the front room windows and the mould in the bathroom. This took place around August 2021. These repairs are no longer outstanding.
- k. The resident still gets mould in the bathroom which he tries to manage himself.
- l. Recently, the landlord removed the resident's details from his energy supplier's records by error. When the resident tried to contact the energy company, they said that no one lived at his address. The resident said that the landlord gave his address when it was another one which was empty, and he was worried that his energy would be cut off 'any day now'. The landlord was not responding to him about this. This is a new concern which is not within the scope of this investigation. However, the landlord may take the opportunity provided by the notice raised in this report to engage with the resident.
- m. The whole experience had taken a great toll on the family and his relationship. They were a family of four living in a one bedroom flat and the problems caused by the repairs had made the living situation worse.
- n. The leaks were present mostly when it rained and he is currently worried about the rain during the upcoming changing seasons.

Assessment and findings

48. It has not been disputed by the landlord that there was a failure in its response to the resident's reports of repairs, nor were the repairs disputed, although the exact list of the repairs have been difficult to determine. The landlord did not clearly set out the repairs and their status in its complaint responses or as part of its complaint investigation. The final complaint response stated that all repairs were completed, however, the landlord has not provided evidence to the Ombudsman to corroborate this. The resident has reported that the roof and extractor fan repairs have remained outstanding, and the landlord has not provided evidence to show that it has reasonably investigated and addressed these.

49. Following the surveyor's visit in February 2020 the landlord failed to update the resident about the findings, which would have been reasonable to do. The resident had to chase this himself and was unable to get a response from the landlord at the time, instead he was told this would be chased.

50. A recommendation has been made about the communication to residents following such inspections. Following this, there were unreasonable delays by the landlord arranging and progressing repairs to completion.

Windows

51. The landlord was aware following its surveyor's visit that the windows required repairs in February 2020. This followed records in 2019 of water ingress from the window frames, which the landlord did not assess or investigate the impact of in its complaint investigation.
52. The records indicate that the repairs were raised in relation to the living room windows. Records indicate that issues were also noted with the kitchen and bedroom windows, although it is not clear if these were additional repairs as identified by surveyors during their visits.
53. The landlord did not take reasonable steps to fulfil its repairing obligations as the repair to the windows remained outstanding for 18 months from February 2020 until completed in August 2021. The period between March 2020 – June 2020 was under pandemic restrictions, so part of the delays in carrying out the repairs were outside of the landlord's control. However, there was no contact with the resident to explain if this had been the reason for the delays or what the overall action plan and timescale of repairs were, once restrictions had lifted.
54. There was a lack of reasonable management or communication from the landlord about the repairs to the windows. The landlord had acknowledged that they were unsafe and distressing to the resident and his young children who were sleeping in the affected room, however, it did not then take proactive action to manage the repairs or escalate these with its contractor, once it was apparent that these remained on hold and incomplete.
55. The window was rotten and unsafe, and the resident had told the landlord of his safety concern due to having a toddler and young child in the property. At one stage the landlord considered an out of hours repair, but it did not contact the resident to arrange this. Instead, it spoke with the contractor about a historic out of hours experience.

The records show that although the landlord told its contractor about the high priority circumstances (such as freezing weather, safety concerns) there was no progress with the repairs. This was unreasonably addressed by the contractors and unreasonably managed by the landlord. There has been a lack of urgency in completing the repair to the windows despite known safety risks to the resident's family.

Roof leak

56. Records indicate that this was reported to the landlord in January 2021 following several surveys in the property. The landlord did not provide the surveyor report of February 2020, so it is unclear if this was identified with the earlier repair reports. Scaffolding was put up at one stage, and there was a visit in May 2021 which the landlord considered to be when the repair was carried out.

57. Presently, the scaffolding remains on site, and the resident has reported that the leak remains active when it rains. The landlord has considered that the roof has been repaired.
58. Following the resident's reports that the leak had continued, the landlord initially sought evidence from the contractor that this had been completed. It then relied on this to say that the repair had been carried out in its complaint response, although corroborating evidence has not been seen by the Ombudsman.
59. It is reasonable for the landlord to rely on feedback from contractors to show that work has been carried out, up until the point when this is disputed by a resident. At which point, it would be reasonable for the landlord to carry out further investigation, such as a post work inspection or a new inspection, to clarify the nature and status of the repair.
60. The landlord did not evidence that it reasonably explored or exercised the options to investigate the leak further. Instead, its approach was unreasonable because it asked the resident to evidence that the work had not been carried out.
61. Having itself experienced issues with the contractor from 2020 and being aware of the resident's circumstances and delays so far, it would have been reasonable for the landlord to prioritise steps to investigate the resident's reports once it became aware of the possibility that this was not appropriately completed.
62. The resident expressed the impact of the roof repair and its knock-on effects; he experienced difficulty in cooking and maintaining meal preparation for his family and young children, he would be put off from the leak which was brown and smelled, and he was concerned about the fire risk. Significantly, the resident's concern about the fire safety from water leaking onto the cooker were amplified by the outstanding repair to the smoke detector, which the landlord also failed to address within a reasonable timeframe following its identification (set out below).

Fire alarm

63. In respect of the fire alarm, this was first raised in February 2020 and repaired around August 2021. This timeframe was not appropriate; as per the repairs handbook these kinds of repairs are to be addressed within 3-5 working days.

Extractor fan

64. The resident explained that the bathroom extractor was not working as there was brown water that leaked from it. The repair was first raised in February 2020 and an initial appointment was made with an electrician to attend 15 months later in May 2021. This timescale was not appropriate; the landlord's repair handbooks states that mechanical extractor fans should be repaired within five working days.

65. It is clear that this was not a straightforward repair, due to the possible link with the roof leak. The resident raised this concern to the landlord when it proposed to send an electrician in May 2021. Presently, the landlord has considered that the repair has been completed while the resident has disputed this. The landlord has failed to evidence its decision making to show how it has satisfied itself that the repair was completed.
66. The landlord referenced a repair to the extractor in the kitchen, although it is unclear if this was in error. Overall, the landlord has not demonstrated that it reasonably addressed the repair to the extractor fan in the bathroom.

Mould

67. The landlord noted various repairs in June 2020 and the resident then complained specifically about the mould in November 2020. The resident said that the landlord addressed this around August 2021. The landlord did not provide clear records to indicate the timescale of this repair. The general timescale based on available evidence was approximately 8 -10 months, which was not reasonable.
68. Overall, the landlord was aware from November 2020 that there had been an outstanding set of repairs at the property and the evidence shows its attempts to have these completed. The landlord acknowledged the resident's circumstances (such as freezing conditions and young children with unsafe window) and the evidence shows that at times it tried to chase the repairs, but it then failed to secure the successful completion of the repairs or to provide the resident with interim solutions.
69. There has been repeated failure by the landlord in its repairing obligations due to delays in its service, lack of communication about the repair action plans, inefficient management of the repairs, and unproductive systems of raising repairs to completion or escalating outstanding issues with its contractors.
70. The failures have accumulated since February 2020 following the landlord's notice from its surveyor of the list of repairs. There has been a lack of satisfactory completion records. There has been a lack of evidence to show the landlord's reasonable investigation into reports of continued issues, following the conflicting feedback that it was getting over repair completion (i.e. from the contractor versus the resident).
71. The resident has experienced distress and inconvenience and disruptions to the quiet enjoyment of his property. He has lived with health and safety hazards during the duration of the outstanding repairs. The landlord failed to offer interim solutions and the redress which it offered (£150) was disproportionate to the significant detriment caused by its multiple delays and service failures.

Accordingly, there has been severe maladministration by the landlord in its response to the repairs.

Complaint handling

72. The resident complained on 17 November 2020. The resident then told the Ombudsman in March 2021 that he was not successful in escalating the complaint after receiving a response from the landlord. The response which he received has not been seen, so the landlord has not evidenced that it responded within the appropriate timeframe as per its policy (15 working days).

73. On 30 April 2021 the Ombudsman contacted the landlord to encourage local resolution and on 5 May 2021 the landlord confirmed that the complaint was logged at stage two. The landlord failed to issue the stage two response within the appropriate timescale following this (20 working days) and the resident contacted the Ombudsman again on 7 June 2021 to report this. The Ombudsman prompted the landlord again on 16 June 2021 which the landlord acknowledged on 17 June 2021. It then issued the final response on 23 June 2021. This was several weeks outside of the appropriate timescale.

74. The landlord confirmed that this was its final response on 23 June 2021 and then issued another response on 10 August 2021 in which it stated that the matter could be escalated to stage two. The wording of the letters were not always clear in respect of where the complaint was in the landlord's complaint process.

75. Timely responses to complaints and clear signposting to the relevant options for escalation are expected to be included with in a complaint response, as per the Ombudsman's Complaint Handling Code.

Determination (decision)

76. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was severe maladministration in respect of the landlord's response to multiple repairs in the resident's property (including the windows, the smoke detector, the extractor, the roof leak and mould).

77. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was maladministration in respect of the complaint handling.

Reasons

78. The landlord failed to address repairs within a reasonable timescale. It failed to proactively manage repairs despite its awareness at an early stage of the delays which the resident was experiencing and the evident difficulties in raising the works to successful completion with its contractors. The landlord did not

investigate the full impact of the repairs and delays in completing these on the resident.

79. The resident lived in the property from 2019 onwards to 2021 with unsafe and rotting windows. This also affected the warmth in the property, which the landlord acknowledged (i.e. freezing during the winter periods) and it was also an ongoing hazard and source of concern due to young children in property that was also on the third floor of the building.
80. The landlord did not take reasonable steps to assess and respond to the resident's reports of continued leaks, after he had disputed the landlord's comments which said that these had been repaired. The resident's reports about the extractor fan in the bathroom and the kitchen leak remain outstanding and the leak remains active.
81. The landlord did not respond to repairs to the smoke detector or mould within a reasonable timescale.
82. The resident experienced distress and inconvenience due to the impact of the repairs; he lived with his two young children in unsafe conditions. The circumstances have had a detrimental impact on his family.
83. The resident has experienced time and trouble in chasing the complaint responses and relied on Ombudsman intervention to escalate his complaints which is not reasonable. The landlord's responses have not always been clear in setting out the status of the complaint and were not issued within the appropriate timescales.

Orders and recommendations

84. Within four weeks of the date of this report the landlord is ordered to:
 - a. Write to the resident and set out an action plan for completing repairs to the roof leak and the bathroom extractor fan.
 - b. Apologise to the resident for the distress and inconvenience which he has experienced.
 - c. Arrange a full inspection of the property to identify any further outstanding repairs.
 - d. Pay the resident £1050 comprised of:
 - i. £900 for the distress and inconvenience associated with the repairs.
 - ii. £150 for the complaint handling.
85. Within six weeks of the date of this report the landlord is ordered to carry out a senior management review of this case and in particular its repair communication

processes between its internal teams and contractors. The landlord is to provide a copy of the full review to this Service and a summary to the resident. The review should identify service improvements in the following areas:

- a. The process of escalating repairs with contractors in a systematic and time sensitive way, including: how to escalate outstanding repairs, what to do if these are not completed, how to escalate to a team manager, and when to offer the resident interim measures and redress for delays.
- b. The process with its relevant complaint and repair teams for addressing disputes from residents about the completion of a repair. This should include the option to arrange a post work inspection or an independent inspection following persistent disputes about completed repairs.

86. Within four weeks of the date of this report, the landlord is recommended to remind its staff to offer the residents an update within a timely manner following inspections/surveys. For example, it may consider raising an automatic task when booking the survey to arrange an update to the resident following the completion of the survey.