Housing Ombudsman Service

REPORT

COMPLAINT 202108534

Longhurst Group Limited

29 September 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:
 - a. Response to the resident's reports of various repair issues at the property.
 - b. Complaint handling.

Background and summary of events

Background

- 2. The resident has an assured shorthold tenancy with the landlord that started in early 2020. The property is a two-bedroom bungalow. The resident is registered disabled and uses a wheelchair
- 3. The landlord's repair and maintenance policy say that responsive repairs are split into two main categories:

Emergency repairs – attended between 2 hours and 24 hours and made safe. These are defects or faults which put the health, safety or security of a resident or leaseholder at immediate risk or cause harm to the structure of the property.

Appointed repairs – complete within 21 days. These are defects or faults which do not put the health, safety or security of a tenant or leaseholder at risk or cause harm to the structure of the property and are repairs that residents and leaseholders can reasonably live with for a period of time.

4. This policy says that "infestations (inside) rats" are the responsibility of the landlord and will treated as an emergency repair (attend within two hours and

- made safe within four hours). It says that external door repairs including thresholds are appointed repairs.
- 5. This policy sets out that gardening maintenance is the responsibility of the tenant. The landlord offers a garden support fund scheme which is designed to help its general needs customers who are unable to maintain their garden as they would otherwise like, due to age, illness, disability or mobility issues or vulnerability. Applications can be made in February and March of each year and the gardening work takes place from April to October.
- 6. The Housing Health and Safety Rating System (HHSRS) is concerned with avoiding or minimizing potential hazards. The landlord has a responsibility to keep a property free from category one hazards, including protection from infection and damp and mould.
- 7. The HHSRS says that poor design/layout/construction of a dwelling means that it is difficult to be kept clean and hygienic and can allow access for pests including rats. This can result in, among other things, gastro-intestinal disease (from spread of infection), stress (because of difficulties in keeping the home clean), infections (spread by insects, rats and mice) and nuisance. Preventative measures include blocking holes through the roof, eaves and verges to deny ingress to rats/mice/squirrels/birds; any necessary holes to be covered by grilles.
- 8. With reference to damp and mould, the HHSRS says that the possible health effects include breathing difficulties caused by mould as well as depression and anxiety. Preventive measures include damp proof courses, properly installed drainage; and adequate extraction of moisture laden air during peak times, like cooking and bathing and laundry.
- 9. The landlord has a two-stage complaints procedure. The procedure in place from 7 December 2020 says that it aims to respond at stage one within ten working days and within twenty working days at stage two. The Ombudsman has not seen a copy of the procedure in place before 7 December 2020.
- 10. The landlord's compensation procedure says it will pay for temporary increased electrical costs and refers to temporary heaters and dehumidifiers. The procedures also says that it will pay redress for actual financial loss.

Summary of events

11. Following reports of an infestation, on 25 September 2020 the pest control contractor attended the property and found "high activity" of rats in the attic. They placed four trays of bait and noted that the rats would need removing; the loft insulation, roof tiles and guttering would need replacing.

- 12. On 13 October 2020 the resident contacted the landlord for an urgent repair saying that maggots were falling from the ceiling in the kitchen from dead rats in the attic. The records show that a contractor was supposed to attend to deep clean the kitchen the next day but did not do so.
- 13. On 14 October 2020 the landlord's drain contractor attended the property and found the shower gully had collapsed. The landlord noted it would await details from the contractors as to the work required.
- 14. Over the next two days the resident told the landlord that bits of plasterboard and more maggots were falling from the kitchen ceiling. He said his kitchen was not useable. The landlord said it would chase the contractor and arrange for the dead rats to be removed. On 19 October 2020 the resident told the landlord that maggots were still dropping onto the kitchen worktops and he had been unable to use the kitchen.
- 15. On 22 October 2020 the contractor attended and partially removed the loft insulation; however, as one of the contractors became ill on site, they could not finish the work. The loft insulation was fully removed on 26 October 2020.
- 16. On 18 November 2020 the resident made a formal complaint to the landlord in which he raised various issues. In relation to the complaints brought to the Ombudsman, the issues were:
 - a. The wet room issues with drainage; the interior drain was old and rusty and had been given a covering of white paint to hide its true state. Continuously smelled and got blocked; the floor was bubbling. The extractor fan had a grinding sound. There was an incorrect shower rail and pipe on the shower; the toilet seat was rusty and there was mould on the ceiling. The walls had not been skimmed so there was a problem fixing anything to the walls. The back of the toilet had "exploded" due to a collapsed gully.
 - b. Kitchen he could not store anything in the only cupboard as the kitchen ceiling had dropped in three corners. He explained that any maggots from the dead rats in the roof "simply fell through into the kitchen".
 - c. The roof had multiple gaps, holes and broken tiles. There was mould forming on the inside ceilings because it leaked.
- 17. The resident said he wanted the roof repairing properly; the wet room and its floor to be replaced, the ceilings to be replastered and the gullies and drains checked and repaired. He added he wanted compensation for the days when he or his care team could not use the kitchen and food got wasted as a result. The resident acknowledged that new seals had been put round the external doors.

- 18. On 19 November 2020 the landlord acknowledged the complaint and said it would respond within 30 working days.
- 19. On 15 December 2020 the landlord noted the roof was due to be renewed in 2034 but it was in "pretty poor condition" and had lots of repairs completed.
- 20. On 23 December 2020 the resident chased the landlord for a response saying that the repairs were still outstanding. On the same day the landlord told him that it would raise repairs with its contractors.
- 21. On 5 January 2021 the landlord noted that its contractor had fitted bird guards to the eaves on the property as well as the one next door. It noted that, once it had confirmed there were no more rats in the roof, it would remove the insulation and renew it. On the following day the landlord noted that the local authority's environmental health team wanted a further rat treatment carried out.
- 22. On 19 January 2021 the landlord contacted the resident to find out if he was satisfied with the repairs that it had carried out, He told it, among other things, that the gullies in the garden were overflowing (one had been repaired but was blocked again); the mould particularly in the kitchen and bedroom was getting worse; the ceiling in the kitchen had been repaired but the repair "was collapsing"; and he was tired of "sewage in the garden". He also expressed his concern about high heating bills and the landlord asked him to send in evidence of his higher bills and another once the insulation in the attic had been in place for a month so that a comparison could be made.
- 23. On 22 January 2021 the landlord noted it would recall its drainage contractor to visit the property; a CCTV survey of the cracked drain had been arranged; it would consider the mould once the drainage issues had been resolved but noted it had not identified any mould on previous visits to the property; the roofing contractor was satisfied that no repairs were necessary; and it was not aware of any repairs to the ceiling but would inspect this.
- 24. On the same day the resident provided photos to the landlord of the work carried out on the gully in the back garden and of mould on the ceilings of the property.
- 25. On 26 January 2021 the landlord noted that the loft insulation would not be renewed that day as the neighbour had said there were still rats entering the attic.
- 26. On 27 January 2021 the resident provided the landlord with a photo of a dead rat on his back doorstep. The next week he provided photos of mould in the property.
- 27. On 5 February 2021 the contractor noted it had cleaned the mould from the ceilings and walls of the bedrooms in the property and had stain blocked them.

- 28. On 11 February 2021 the landlord spoke to the resident. It noted that the (overflow) pipe was no longer overflowing; it was organising a repair for the wet room floor and the drain that was backing up; the mould had been treated; the ceiling problem had been caused by the gutters; and proofing work had been done to the roof and there were no more rats in the attic. The landlord noted that the resident had been "highly impacted by this as he had five days when he would not use the kitchen due to maggots from dead rats that had not been removed". It noted further that he had also not been able to use his wet room properly.
- 29. On 24 February 2021 the resident chased the landlord for a response to his complaint. On 1 March 2021 the landlord apologised to the resident for the time it was taking to respond saying that its repairs surveyor had left the organisation. It said its new surveyor would check what repairs were outstanding and that he would attend the property on 8 March 2021.
- 30. In a further email from the resident, he asked for an update and raised new issues. He said the damp proofing had failed; he had been told the heating pipes were too small; the boiler was outdated; the wet room drain blocked each time he used it and the room smelled "horrible"; the wet room floor was "lifting" and there was mould on the walls; he said he had been told that a beam had collapsed in the roof; and the kitchen needed a new ceiling as well as kitchen units.
- 31. On the same day the resident reported repair issues to the landlord including that there was water "tracking" across the ceiling due a failure in the damp membrane. The landlord said it would pass that on and someone would visit. The landlord noted on the following day that someone should visit as there were "a lot of issues".
- 32. In an internal email dated 13 April 2021 the landlord noted that it had called the resident and advised that the following repairs were outstanding:
 - a. Extractor fans in the bathroom and kitchen were noisy.
 - b. Wet room walls needed skimming.
 - c. Mould in the bedrooms, kitchen and wet room.
 - d. Shower seat rusty and unusable.
 - e. Wet room floor "bubbling up".
 - f. Internal drain blocking up and causing smells.
- 33. The landlord also noted that the resident had mentioned about tree stumps in the garden causing issues.

- 34. On 20 April 2021 the contractor inspected the roof and noted they could not see the joist holes in the roof which had "sunk at the back". The contractor also noted that the wet room flooring was coming up and the floor needed levelling because damp is coming up the wall because of the problem with the floor. They also noted that there were problems with the wet room drain as the main drain was blocked.
- 35. In an internal email of 21 April 2021, the landlord noted that all of the repair issues that the resident raised in his complaint were still outstanding; it would escalate his complaint to stage two and a response would be due by 19 May 2021. It noted the pest issue had been resolved but compensation was due for the five days he had maggots in his kitchen; and he had insulation from the attic removed and it was not replaced "for a long time" and his heating bills had been higher as a result. It noted repairs action as follows:
 - a. The contractor would attend on 30 April 2021 with regards the kitchen and bathroom extractor fans.
 - b. The contractor had identified that the wet room required a new chair for the shower.
 - c. The mould/condensation had been referred for damp-proofing.
 - d. No problem had been found with the drain in the wet room.
 - e. A roofer was needed for the beam in the roof.
 - f. The resident wanted a new kitchen and bathroom.
- 36. On 22 April 2021 the landlord confirmed to the resident that it was escalating his complaint to stage two without a stage one response.
- 37. In an internal email dated 7 May 2021 the landlord noted that while there were still jobs in the system, it was not happy with some of the feedback on planned elements and wanted a property survey to be carried out. It noted the areas of concern were the kitchen, wet room, roof and heating. A property inspection was arranged for the following week.
- 38. The contractor inspected the doors in May 2021 and concluded that they could not find anything wrong with the doors which had had new seals. They noted a "little gap at bottom on back door" and that the resident wanted new doors.
- 39. On 27 May 2021 the resident reported rats in the property to the landlord saying, the contractor had found a nest of rats in the cavity of his external walls and rats under his kitchen units. He also asked for an update following the property survey. The landlord arranged to visit the property on 1 June 2021.

- 40. In an internal email dated 3 June 2021 the landlord noted it had arranged for the following work to be undertaken:
 - a. Wet room new flooring, new drain gully, new toilet pan.
 - b. Boiler the contractor would inspect it.
 - c. Roof roofing contractor would carry out a further inspection as the landlord did not have a record of its earlier visit. This would include the kitchen ceiling.
 - d. Kitchen fan the area around the new fan would be made good.
- 41. The landlord noted that "with so much still outstanding" it could not close the complaint and had not yet made any offer of compensation to the resident.
- 42. On 8 June 2021 the landlord asked the contractor to investigate the beam missing in the roof which was causing the kitchen ceiling to sink. It noted this should be replaced and repaired.
- 43. On 2 July 2021 the landlord issued a stage two response to the resident under its formal complaints procedures. The main points were:
 - a. The resident had confirmed the rat infestation had been resolved but he had had a period of five days where the loft insulation had been removed and maggots were dropping from your kitchen ceiling. As a result of this he said he had been unable to use the kitchen and had had to eat takeaway meals.
 - b. The feedback from the roofing contractor was inconclusive and it had arranged for an independent company to undertake an assessment of his and other properties in the street.
 - c. It had added the wet room to the 2021/22 renewal programme. This would include a new drain gully, toilet and flooring.
 - d. The kitchen was not currently programmed for renewal.
 - e. The issue of the gaps in the front and rear doors would be passed to the repair team.
 - f. It would arrange for the small tree in the garden to be removed and would confirm what areas of the hedge were the resident's responsibility. It would also consider if the resident might be eligible for the garden assist scheme from 2022.
- 44. The landlord offered the resident compensation of £1,000 for the additional heating cost he had incurred and for the distress the rodent issue caused. It added it would be paid into the resident's bank account on 9 July 2021.

- 45. On 17 August 2021 the contractor attended the property and noted the ceilings in all rooms needed skimming and the resident had advised that work was being done to the roof, so they noted that it was best to wait until that had been done.
- 46. When the resident approached the Ombudsman, he gave a list of all the matters outstanding. In relation to this complaint, he said:
 - g. The garden which had tree stumps and roots and he could not afford to employ someone to maintain it.
 - h. There was damp and mould as he said the tree roots were up against the building.
 - i. Bathroom repairs the drain and toilet needed replacing; the floor was "bubbling up" and the tiles were "almost ready to fall off the walls" due to the damp. There was the constant smell of sewage.
 - j. The roof he said something had shifted in the roof; the insulation had not been re-laid properly.
 - k. Kitchen the ceiling had dropped (which allowed the maggots to enter).
 - I. The outside doors still had gaps.
- 47. The resident said he was he was a "disabled, single man, who has frozen all winter. Rats in attic and walls. Slugs and woodlice walking under the doors." He added that his additional heating costs were £650 for five months therefore the compensation of £350 for the maggots in the kitchen was not sufficient. He also said that the landlord replaced a brand new soft-close, comfort toilet seat that he had paid for (that was less than 24 hours old), with an extremely cheap toilet seat and grouped the repair issues into several categories.
- 48. In September 2022, the resident told the Ombudsman that repairs to the roof and the wet room renewal were still outstanding. He expressed concerns about the renewal given his disability and living without a proper toilet for a period while this work took place. He also confirmed he had evidence of his heating bills for the period he has been living in the property.

Assessment and findings

The rat infestation, roof repairs and damage to the kitchen ceiling

49. The landlord took appropriate pest control action in September 2020 and subsequently when reports were made. However, the dead rats were not removed after the first treatment and this meant that maggots from the rats fell through the ceiling into the resident's kitchen some weeks later. Once the resident reported this, the evidence suggests that it took the landlord some nine

- days to remove the dead rats. The failure to remove the dead rats promptly and then the further delay to do so when the landlord became aware of this, was not appropriate as this was a category one hazard (paragraph 6).
- 50. The landlord acted appropriately by installing bird guards on the eaves to try to stop the rats re-entering the property in January 2021. The loft insulation was removed at this time as the contractors had recommended; however, there was a delay in laying new insulation as rats had re-entered the property which required new treatment. The evidence does not state when the new insulation was installed; however, the landlord has acknowledged that the property was without it for "a long time" (paragraph 34).
- 51. The resident reported various repairs in November 2020 when he raised his complaint. The roof, as acknowledged by the landlord around that time was in a "pretty poor condition". Following that there were contradictory statements about the condition of the roof: in January 2021 the contractor was satisfied that no roofing repairs were necessary; in April 2021 the contractor noted the roof had "sunk at the back" and work was required.
- 52. Despite this, in June 2021 the landlord said it required a further survey of the roof "as it did not have a record of a previous visit" but noted the damaged beam should be replaced and repaired. The final complaint response noted that feedback from the roofing contractor was "inconclusive".
- 53. The landlord did not act appropriately in response to reports of repairs. These were appointed repairs and, in line with the landlord's repairs policy should have been completed within 21 days. It was reasonable for the landlord to have a survey of the roof to assess the work required and this might have had an impact on the time to complete the repair. However, there is no evidence that the landlord completed any roof repairs by the time of the final complaint response in July 2021 some eight months after the repairs were reported. The resident said these repairs were still outstanding almost two years after they were reported. That is a serious failing.
- 54. Turning to the kitchen ceiling, although a repair was carried out, the resident said in January 2021 the repair was collapsing. It would have been appropriate for the landlord to have inspected the kitchen ceiling at this stage; however, there is no evidence that it did so until August 2021, some seven months later, when it was noted that the ceilings in all rooms needed skimming. It is reasonable for the landlord to rely on the expert views of its contractors that skimming will resolve the issues with the ceiling. However, the delay in investigating this matter further was not appropriate.

The wet room and drainage problems

- 55. The resident reported various problems with the wet room and drainage when he made his initial complaint. The landlord acted appropriately by carrying out some work and then in January 2021 when the resident expressed concerns that it had not all been successful arranged for a drains contractor to inspect a cracked drain. In April 2021 it noted no problem had been found with the wet room drain. Despite this, the landlord noted it wanted a survey of the property. This Service has not seen evidence of that survey; however, the landlord later added the replacement of the wet room to its planned programme of works for 2021/22. That was a reasonable step to take given the extent of the repairs reported by the resident.
- 56. However, that decision to replace the wet room did not absolve the landlord's repairing responsibilities for the wet room including the flooring, the damp and mould and the toilet that required replacing. Its failure to undertake these repairs meant that the resident has been living with a substandard wet room since these matters were first reported in November 2020 to date (as the resident recently told this Service that the wet room replacement was still outstanding); a period of almost two years. That is a significant service failure.
- 57. Orders have been made for the landlord to give the resident an update on when it expects the wet room renewal to take place; and for it to consider decanting the resident and his family while the works take place. A further order has been made as a goodwill gesture in relation to the toilet seat that the resident says was removed from the property.
- 58. When he approached the Ombudsman, the resident said that internal floors were subsiding. This matter was not part of the formal complaint and therefore not considered as part of this report; however, a recommendation has been made for the landlord to investigate this.

Damp and mould in the bedrooms of the property

- 59. The resident first reported damp in his initial complaint of November 2020; action to stain block the affected areas was undertaken in February 2021 which fell outside the appointed repair timescale of 21 days. This was a reasonable step to take to try to eradicate the mould. At the end of April 2021, the landlord noted that the mould had been referred for damp-proofing; it is reasonable to presume that the stain blocking was not effective. The evidence suggests that there has been further delay as the resident has told this Service that this work is still outstanding.
- 60. The delay in resolving the damp in the bedrooms meant that a vulnerable resident has lived with a category one hazard for some eighteen months without the matter being resolved. The landlord's handling of reports of damp and mould was not appropriate.

Exterior doors

61. It is not clear from the evidence when the resident first reported problems with the exterior doors, but the landlord acted appropriately by adding new seals as noted by the resident in November 2020. However, by the time the landlord issued the final complaint response, the resident had made it aware that this had not resolved the matter. The landlord said it would refer the doors to its repairs team. It is not clear if any repair has been completed since that time. I have made an order for the landlord to investigate and resolve this matter, if it has not done so already.

The garden

- 62. While under the tenancy agreement the garden is the responsibility of the resident, the landlord agreed to remove the small tree from the garden in its final complaint response after the resident had raised concerns. This demonstrated the landlord's willingness to achieve a resolution in this instance. It also suggested that he might qualify for the garden assist scheme. These were reasonable actions by the landlord. A recommendation has been made for the landlord to contact the resident early next year to assist him with an application to the garden assist scheme.
- 63. The landlord's response to many of the repair issues raised by the resident was not appropriate. There were delays in removing the dead rats from the attic and lengthy delays in taking robust action to repair the roof and kitchen ceiling, to address the damp and mould in the property, to carry out repairs to the wet room and to replace the loft insulation. These failings had a significant detrimental effect on a vulnerable resident and amount to severe maladministration.
- 64. In relation to the failures identified the Ombudsman's role is to consider whether the redress offered by the landlord put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this the Ombudsman takes into account whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: Be Fair, Put Things Right and Learn from Outcomes as well as our own guidance on remedies.
- 65. In this case the landlord offered compensation of £1,000 this was for the additional heating costs that he incurred as well as the distress caused by the rat issue. The landlord did not give a breakdown of how that amount had been calculated.
- 66. It would have been appropriate for the landlord to have compensated the resident for the actual costs of his additional heating while he was without loft insulation, as it originally suggested (paragraph 21). That would have been a fair way to

- ensure that his losses were covered up to the point the loft insulation was replaced.
- 67. It is evident that great distress and inconvenience has been caused to the resident by the repair failings outlined above. The maggots in particular would have caused understandable distress. The resident also experienced cold and damp conditions without loft insulation and had to live in a property for a long period that required significant repairs including major repairs to the roof, wet room as well as mould and damp in the bedrooms.
- 68. The sum of £1,000 that the landlord has offered does not adequately cover the additional heating bills that the resident incurred and the distress and inconvenience caused to him. An order has been made below for additional compensation of £1,000. This takes into account the distress and inconvenience caused to the resident by the length of time that these repair issues have been ongoing without resolution. It also takes into account the resident's vulnerability his disability; the fact he is a wheelchair user and requires a carer. The Ombudsman considers these increased vulnerabilities as aggravating factors when considering redress which justifies an increased award to reflect the specific impact on him. It is also within the range of amounts that the Ombudsman can order when he has found evidence of severe maladministration. This includes cases where there has been repairs matters outstanding over a significant period.

Complaint handling

- 69. The landlord's complaint handling was not appropriate. While the landlord introduced a new complaints procedure not long after the complaint was received from the resident, the landlord failed to issue a stage one complaint response.
- 70. The evidence suggests that the landlord delayed the response as it was awaiting repairs to be completed. However, the landlord needs to ensure that it does not allow complaints about repairs to stay open indefinitely whilst waiting for them to be completed. This runs the risk of residents being blocked from escalating their complaints should repairs continued to be delayed. The Ombudsman's position is that a response can normally be sent detailing the landlord's assessment of the service provided so far and its proposed plan to put things right. Progress of this plan should still be monitored even if a complaint response has already been sent.
- 71. As a result of this approach, the landlord took almost eight months to issue a response. This excessive delay meant that the landlord failed to resolve matters at the earliest opportunity; it also missed an opportunity to improve the landlord/resident relationship. The delay in dealing with this complaint was another serious failing.

72. Furthermore, there was no acknowledgement of that delay in the complaint response, for example, an apology; consideration of the impact that delay had on the resident and what the landlord might do to address that; and/or evidence that the landlord had sought to learn from the events that led to such a delay. Financial redress is appropriate here for the evidence distress and frustration caused to the resident.

Determination (decision)

- 73. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was severe maladministration by the landlord in respect of:
 - a. Its response to the resident's reports of various repair issues at the property.
 - b. Its complaint handling.

Reasons

- 74. There were lengthy delays by the landlord in carrying out many repairs at the property. While the landlord investigated and undertook to take action in relation to the roof, damp and mould and wet room, these matters are still outstanding. All this had a seriously detrimental effect on a vulnerable resident.
- 75. The landlord failed to follow its complaint procedure by omitting to send a stage one response; there were excessive delays in issuing the stage two response. The landlord also failed to acknowledge this delay or consider the impact of it on the resident.

Orders

- 76. The landlord shall take the following action within four weeks of the date of this report and provides the Ombudsman with evidence of compliance with these orders:
 - a. A senior member of the landlord's staff to apologise to the resident in person for the failings identified in this report.
 - b. Pay the resident the sum of £2,300 made up of:
 - The £1,0000 previously offered (if not yet paid) for the impact on the resident by the landlord's delay in carrying out repairs and his increased energy costs.
 - ii. A further £1,000 for the impact on the resident by the repair failures outlined in this report.
 - iii. £300 for the impact on the resident caused by the landlord's poor complaint handling.

- c. In relation to the renewal of the wet room:
 - i. Give the resident an update on when it expects the wet room renewal to take place.
 - ii. Consider decanting the resident and his family while these works take place.
 - iii. As a goodwill gesture, replace the toilet seat with one that the resident says was removed from the property.
 - m. Take action to investigate and remedy the gaps under the exterior doors.
- d. Skim all the ceilings in the property in line with the contractor's recommendation from August 2021.
- e. Review its compensation procedure to consider:
 - i. Including a separate paragraph on actual financial loss (at present it is contained in para re awards of £250 to £700).
 - ii. Ensuring that when compensation is awarded a breakdown is given so that residents are clear what the award is for.

Recommendations

- 77. It is recommended that the landlord takes the following action:
 - a. Contact the resident early in 2023 to support him with an application to the garden assist scheme.
 - b. Investigate the resident's assertion that the internal floors of the property are subsiding.