

Housing

Ombudsman Service

REPORT

COMPLAINT 202100078

A2Dominion Housing Group Limited

30 June 2023

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 the resident's reports of antisocial behaviour.
 - b. The landlord's response to reports of a roof leak that led to damp and mould.
 - c. The landlord's handling of a pest infestation at the property.
 - d. The landlord's complaint handling.
 - e. The landlord's record keeping.

Background and summary of events

2. The resident is an assured shorthold tenant of the landlord. The tenancy started on 1 July 2019 for a 23 month fixed period. The landlord provided the resident with supported accommodation and has confirmed that the resident has complex needs with mental health concerns.
3. The property is a ground floor studio flat within a block containing six flats.

Policies and procedures

4. The tenancy agreement explains the resident's obligation to engage with it and other agencies if the tenancy is part of a care and support scheme. It says "the provision of support is fundamental to this tenancy agreement it will be a breach of this tenancy if you...withdraw from or breach any support agreement/plan or fail to engage with any support services offered to you."
5. The landlord's antisocial behaviour (ASB) policy says it strives to make its properties safe by taking action to address, educate and stop antisocial

behaviour. It says it adopts a victim centred approach. It defines antisocial behaviour as “conduct which is capable of causing nuisance or annoyance to any persons...causes harassment, alarm or distress.”

6. The ASB policy details the landlord’s preventative strategies as:
 - a. Identifying customers that may require additional support to maintain their tenancy.
 - b. Working with other agencies to provide support to customers with mental health problems.
 - c. Working with agencies like the police, local authorities and social care teams that may support early intervention and prevention strategies.
7. The ASB policy also details its non-legal methods including personal resolution, mediation, warnings, acceptable behaviour contracts, referring to support agencies and working with multiple agencies. It also explains its legal process which include it issuing a formal warning of possible legal action if the ASB persist. It explains that if the problem persists after this point it could seek an injunction to stop the behaviour, a community protection notice, work with the police, demotion orders and/or possession proceedings.
8. The landlord’s environmental service policy from November 2020 confirms it will provide pest control/infestation services on communal areas and that infestation in a resident’s property would be a resident’s responsibility to arrange removal unless expressly stated.
9. The landlord’s vulnerable persons policy says it aims to support residents to live independently and that the policy “specifically relates to those who are vulnerable or struggling but have capacity to make their own decisions.” It also says that it will:
 - a. Identify the support needs of its vulnerable residents by providing them with the opportunity to tell it of their support needs.
 - b. Provide support to vulnerable residents to help them sustain their tenancy and live as independently as possible in their home.
 - c. Refer residents to specialist support.
 - d. It explains its intervention practices could include waiting longer for a resident to answer the door, undertaking repairs normally the responsibility of the tenant and/or waiving recharges, undertaking repairs more swiftly and providing extra support when a repair cannot be completed within a reasonable timescale.

10. The landlord's responsive repairs policy says it will assign one of two repair priorities:
 - a. urgent where it will respond within 24 hours.
 - b. standard where an appointment will be scheduled with the resident at the landlord's next available slot. The policy does not provide an estimated timeframe for an appointment.
11. The repairs policy explains it is responsible for the repair of roofs, kitchen cupboards and worktops.
12. The landlord has a responsibility under Housing Health and Safety Rating System (HHSRS), introduced by The Housing Act 2004, to assess hazards and risks within its rented properties. Damp and mould growth are a potential hazard and therefore the landlord is required to consider whether any mould problems in its properties amounts to a hazard that may require remedy. Landlords should be aware of their obligations under HHSRS and they are expected to carry out additional monitoring of a property where potential hazards are identified.
13. The Ombudsman's Spotlight Report on Damp and Mould (published October 2021) provides recommendations for landlords, including that they should:
 - a. Adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this.
 - b. Ensure they can identify complex cases at an early stage and have a strategy for keeping residents informed and effective resolution.
 - c. Ensure that they clearly and regularly communicate with their residents regarding actions taken or otherwise to resolve reports of damp and mould.
14. The landlord's compensation policy says it will consider awarding compensation to a resident in instances of service failure. It explains it would award payments in the region of £100-£150 for stress and inconvenience in its highest category. It also says it would award payments in the region of £150-£240 for time and trouble in its highest category whether the length of time the issue has been going on for exceeded six months.
15. The landlord operates a two stage complaints process. It says a stage one complaint will be acknowledged within two working days. However its complaints procedure and policy does not detail a timeframe for when it will issue a stage one or stage two response.
16. The Ombudsman's Complaint Handling Code sets out the maximum timescale for a response and says a landlord must not exceed the following timeframes:

- a. Stage one – 10 working days, if this is not possible an explanation and a date by when the stage one response should be received. This should not exceed a further 10 days without good reason.
- b. Stage two- 20 working days from request to escalate. Again, if this is not possible an explanation and a date when a stage two response will be received. This should also not exceed a further 10 working days without good reason.

Summary of events

17. Between November 2019 and July 2020 a number of police reports were made by the resident as well as some about the resident which included aggressive behaviour, noise and damaging property. On 21 January 2020 the landlord received reports about the resident kicking a neighbour's door at 2am, 4.45am and 6am. Reports of the resident pushing a neighbour were also made to the police.
18. On 27 January 2020 the landlord issued a written warning to the resident and said it had received several complaints about him portraying signs of antisocial behaviour in the communal areas and garden. It said noise had occurred between 2am and 6am causing alarm and distress to other residents. It also told the resident about allegations of him causing damage and intimidating other residents and said that he had not been engaging in support from his keyworker. It said the issues meant he had breached his tenancy agreement and could be at risk of losing his home. It added that further breaches could result in it taking action against him.
19. On 7 May 2020 the contractor told the landlord about possible ingress in the kitchen and said it placed two trays of bait and told the landlord it needed proofing. On 8 July 2020 the contractor said it had blocked holes to complete proofing for the pest issue.
20. On 15 July 2020 the resident reported ongoing ASB issues with a neighbour. The landlord told the resident of a police report it received showing he had called the police 24 times about his neighbour over an 8 month period. The landlord told the resident that according to the police reports the resident's story seemed to change once the police arrived or his complaint could not be proved. The call note says that the resident was verbally aggressive towards the landlord and he said the police were against him. The landlord said the resident called it racist, shouted and it had to end the call.
21. The evidence shows that on 15 July 2020 the landlord was working with other agencies to help decide how best to support the resident because it had decided to issue a section 21 notice the following week.

22. On 30 July 2020 the landlord received an update from the support worker who said it had to terminate their visit due to aggression displayed by the resident. It said the resident was obviously distressed by their presence at the property and was verbally abusive towards them and unwilling to engage. It made a request for the resident's mental health to be assessed as it was concerned that his mental health had declined. It said the eviction notice may have added to the resident's stress but said without him engaging it was unable to provide support.
23. On 16 September 2020 the landlord served a section 21 notice to the resident.
24. On 25 August 2020 the resident reported a roof leak at his property. An appointment was scheduled for the roof leak on 5 October 2020 and rescheduled for 11 October 2020. This appointment was no access and the contractors attempts to contact resident were unsuccessful. However it attended an applied waterproof coating to the roof on 27 October 2020 and closed the job.
25. A call note from 6 November 2020 confirms the resident reported a roof leak at his property and he reported being stalked by his neighbour. The landlord noted the conversation was challenging due to the resident's behaviour and said it terminated the call.
26. On 5 January 2021 the resident was assessed as having no psychotic features during a phone appointment with the appropriate agency.
27. On 6 January 2021 the landlord raised the roof repair again and its appointment for 19 January 2021 was rescheduled for 26 January 2021. The contractor reported further issues with gaining contact with the resident and it did not attend until 11 February 2021 where it assessed the whole roof needed redoing.
28. On 24 February 2021 the landlord wrote to the resident. It said:
 - a. It understood the concerns about the state of the property related to water ingress from a flat roof that was causing damp and mould at the property. It apologised this was ongoing and said it did attend on 26 January 2021 but access was not given to the property so it could not take further action. It acknowledged the resident said he was not in a fit state to answer the door and said it did not uphold this aspect of his complaint.
 - b. It understood that the matter relating to the neighbour's behaviour had been raised with it previously and investigated by it and the police. It said there was no evidence in support of the matters. It explained a meeting was arranged in June 2020 with multiple agencies to discuss the matter but the resident left the meeting and said this meant no resolution could be sought. It said it did not uphold the resident's complaint and asked the resident to contact it to arrange a further meeting.

- c. It apologised that the resident felt he had been treated unfairly and said it had taken reasonable steps to resolve issues and did not uphold the resident's complaint.
29. On 1 March 2021 the landlord's contractor told it of proofing work required at the property and said it had replenished bait under the kitchen cupboard for mice.
30. On 9 March 2021 the contractor attended to the roof and cleaned and prepped the roof. On 16 March 2021 the contractor confirmed proofing work had been completed and recommended further work which it attempted to undertake in April 2021.
31. On 31 March 2021 the contractor confirmed a third of the roof work had been completed and it booked the next appointment for 22 April 2021 to complete the remaining works. However the appointment was rescheduled and the job was closed in June 2021.
32. On 1 April 2021 the resident told this Service about his concerns about the property and how he felt he would be homeless. This Service asked the landlord for an update on the status of the resident's complaint. The resident contacted this Service again shortly after to report worsening conditions of the property and about the police involvement with his neighbour. It is understood that the landlord was working on the section 21 proceedings in the background.
33. On 9 April 2021 this Service contacted the landlord again for an update on the resident's complaint. On 28 April 2021 the resident told this Service that he still had not received a response to his complaint and a further update request was sent to the landlord the same day.
34. On 4 May 2021 the landlord issued its stage one response. It said:
 - a. Its contractor had completed a third of the roof work on 31 March and had scheduled to complete the remaining work on 6 May 2021. It said once the roof had been completed it would complete the following work as the resident did not want the works raised prior to the roof being fixed:
 - i. Wash mould off affected areas.
 - ii. Inspect electrics for kitchen sockets and ceiling lights.
 - iii. Purchase a new bed and mattress for the resident.
 - iv. Fix window restrictors.
 - b. Its contractor completed proofing work on 16 March 2021 and that the outstanding works was installing a bristle stop on the front door which it had ordered. It said it would be in touch once it had received the item.

- c. It referred the resident to its letter from 24 February 2021 in response to concerns about the reports ASB issues.
35. In July 2021 the landlord reopened the roof leak issue and chased its contractor in August with it responding on 20 September 2021 about the work required.
36. On 14 July 2021 the resident told this Service that his attempt to escalate his complaint was refused by the landlord.
37. On 23 August 2021 the contractor reported a mice infestation at the property and said they were gaining access through wall cavities.
38. On 25 August 2021 the resident told this Service that he had been asked for reasons of his escalation request and what he sought in resolution to his complaint.
39. The landlord approved the roof work on 22 September 2021 and it continued to chase its contractor between September and October 2021.
40. On 11 October 2021 the landlord's contractor was unable to reach the tenant following its attendance at the property for repair/infestation work.
41. On 18 October 2021 the landlord's contractor confirmed it had found evidence of mice at the property and said the property had a number of issues. It said the kitchen needed to come out for it to complete work and due to the state of the kitchen it would not be able to go back in.
42. On 21 October 2021 the resident told this Service again that despite his request to escalate his complaint the landlord was still asking for detailed reasons why he wanted his complaint escalated to stage two of its process. This Service has not seen evidence to show the landlord was told this at that time. However the resident also told this Service that he was living in bad conditions with damp and mould. He repeated details of the situation with his neighbour.
43. On 22 October 2021 the contractor repeated its previous concerns about the ongoing mice issue and said the resident was living in bad conditions. It said he had no flooring, there were gaps around the door frames, skirting and pipes with wall coming away near the boiler. It said the kitchen units had rotted from water. It reported that it was unable to stop the mice entering with the current property state. Issues about the main door were also reported with ingress points from ground level.
44. The contractor provided the landlord with a quote for the pest control work on 25 October 2021. Shortly after, on 29 October 2021 the landlord asked its contractor to request a repair report from its last visit. It noted the proofing work and the comments about the poor condition of the kitchen and asked for images. It said it

would then discuss this with its repairs team before it approved the works but said treatment should continue at the property. The same day, the contractor provided the landlord with its report and technicians photos about the pest issues at the property. It continued to repeat concerns about the resident living in bad conditions on 1 November 2021.

45. On 4 November 2021 the landlord's internal email shows it understood the property needed new kitchen units.
46. On 15 November 2021 the resident told this Service that the landlord emailed him on 5 November 2021 requesting further information on his reasons for requesting an escalation to stage two of its complaints process. He said he had sent a number of emails giving reasons for escalation. This Service has not been provided with evidence to support this. However on the same day, this Service wrote to the landlord detailing what the resident had said and the barriers he faced in escalating his complaint. The landlord was asked to respond to the resident's complaint if it had not already done so.
47. On 25 November 2021 the landlord gave a witness statement to support its application for a possession order against the resident. It said:
 - a. The resident had breached terms of the tenancy which included ASB, harassment, assault and abuse towards its staff, noise, engagement and contact with it and other agencies and damage and unauthorised works.
 - b. The ASB behaviour related to concerns received by the landlord about the resident engaging in antisocial behaviour and/or criminal behaviour from January 2020. It listed the reports it had received from residents and the involvement of the police.
 - c. It found it was reasonable and proportionate to issue possession proceedings in light of the residents serious breaches of his tenancy agreement.
48. The evidence shows that on 25 November 2021 the landlord assessed whether the resident had disabilities and whether legal proceedings were justified and proportionate in light of this. Here it detailed what it had done to support the resident and the challenges it faced whilst working with multiple agencies.
49. An internal email also from 25 November 2021 shows the landlord was told that the kitchen units needed to be removed to address the mice infestation issues. It asked for the relevant team to authorise the works. There is an email chain which shows the landlord decided that it would go ahead with proofing and removal work but its property service team would be responsible for providing new units.
50. On 2 December 2021 the contractor confirmed that it had completed major proofing, removed the kitchen units, fitted a door brush. It reported that the property was in "really poor condition. Overwhelming damp and maintenance

issues” were making the property vulnerable to rodent infestation. It also repeated previous concerns about the kitchen units needing attention and provided pictures of the property.

51. On 3 December 2021 the landlord’s internal email shows it was trying to establish the works outstanding at the property. Within a further email from the same day the landlord said:

- a. The roof above the property had been leaking for some time. It said it inspected on 7 July 2021, a new roof was approved and work was recently completed.
- b. It would order the resident a new bed and mattress.
- c. The resident had disengaged with his housing support worker in 2020 and it felt a tenancy could not be sustained without support.
- d. It had been liaising with the police about the ongoing ASB concerns and said it was difficult to manage without evidence. It explained that CCTV installation was refused and neither the resident nor the neighbour wished to engage in mediation.
- e. It felt that the only way to resolve the ASB and other tenancy breaches was to apply for possession.

52. On 7 December 2021 the landlord’s internal email shows it was trying to establish whether all proofing work had been completed. A member of its environmental services team told it of its attempts to request new units at the property after the proofing work and proposed how it could work to remove units and provide replacement units for rotten units.

53. Also on 7 December 2021 an internal email from the landlord explained that due to previous issues with unit removal it had to ensure supervisors agreement to the work before its contractor could go ahead. The landlord said it made a request for approval on 4 November 2021 but no response was received. It said a further attempt was made on 25 November and the repairs team was asked to attend to sign off the work to ensure the contractor could install new units following removal. It said it received no response again and it had booked the work for 25 January 2022 and said this should give it enough time for its repairs team to agree replacement units.

54. On 9 December 2021 the landlord asked its contractor to arrange an inspection of the property and provide a quote for remedial works.

55. On 11 December 2021 the landlord completed the work on the roof.

56. On 21 December 2021 the landlord’s contractor responded to its queries about roof works and said that it did not need access through the property but

appointments for works were rescheduled in April to May and following failed attempts to contact the resident the repair work was closed.

57. On 22 December an internal email shows the landlord booked works for 25 January 2022 and on 23 December 2021 the landlord's internal email shows it raised an internal safeguarding referral following the resident's consent.

58. The landlord issued its stage two response on 4 January 2022. It said:

- a. In terms of the resident's accommodation. It said that from 25 August 2020 until 11 December 2021 it had made 13 attempts and/or rescheduled appointments for a roof leak. It said a mould wash was booked for 17 January 2022 and that it agreed to replace his bed as a result of damage caused and the resident confirmed he had received a new bed.
- b. Pest control. It said bait had been placed behind the kitchen units, which the resident said was working. It said on 4 November 2021 its contractor told it that the kitchen units would need to be repaired/ replaced. It said this work was scheduled for 25 January 2022.
- c. Antisocial behaviour. It said the police had confirmed there was no evidence to substantiate the issues raised. It said it had offered to mediate in attempts to resolve the issues and had offered to install CCTV. It said the resident had declined both these options.
- d. It acknowledged that the resident felt it was unfair that the landlord had issued an application for possession due to non-engagement of support and ASB when it had not taken action against the neighbour. It said whilst it could not discuss the neighbour, the resident was in breach of his agreement in not engaging with support.
- e. In conclusion the landlord thanked the resident for his time and said it partially upheld his complaint in relation to the roof repair. It said some delays were outside of its control but it felt it could have done more to complete the repair in a timely way. It said it had made a note of the resident's preference for afternoon appointments. It made a compensation offer of £50 to the resident. However it acknowledged the resident said he would like to give the amount to charity as he did not want monetary compensation.

59. On 10 January 2022 the contractor told the landlord again that there was a mice infestation at the property and said they were gaining access through wall cavities.

60. On 10 January 2022 the landlord flagged an email from the resident and said it was concerned about his mental health following receipt of its stage two response. The landlord confirmed the messages were concerning and said it had not heard from him since its stage two response.

61. On 18 January 2022 the landlord followed up on its email from 22 December 2022 about the scope of work at the property.
62. On 3 February 2022 the resident told this Service that the roof leak was ongoing despite the landlord's repairs and had resulted in damp at the property. He said the landlord resolved the mice infestation in January 2022 when it was reported in early 2019. He explained that the issues with the neighbour continued and the landlord had not taken any action in relation to this. He also raised concerns about his wet room, radiators, water pressure and concerns about asbestos within the property. However on 29 June 2023 the resident told this Service that he was no longer at the property and had been evicted.

Assessment and findings

63. It is acknowledged that it has been a difficult time for the resident. The Ombudsman's role is to investigate complaints brought to it that have exhausted the landlord's internal complaints process. As such this investigation report concerns the matters which were subject of the landlord's final response dated 4 January 2022.
64. It is important to note that despite requests for repair logs and records to show the resident's reports of issues with the property including a roof leak, damp and mould and mice infestation, the landlord has not provided this information. The evidence provided shows gaps in the chronology of events and at times it is unclear when the resident first raised reports about issues with the property. Whilst the landlord's failure to provide the requested information will be addressed within this report, for the purposes of the complaints about the condition of the property and mice, inference has been drawn where it is fair and reasonable to do so.

The landlord's response to the resident's reports of antisocial behaviour

65. The evidence shows that between November 2019 and July 2020 a number of reports were made by the resident to both the landlord and the police about a neighbour. The evidence shows that neighbours also made reports about the resident and these reports included the resident kicking a neighbour's door and pushing them. There is no evidence to show the police took any further action in relation to the matters reported to it at that time.
66. On 27 January 2020, following the above-mentioned events the landlord issued a written warning to the resident. This was in line with the nonlegal options mentioned within its ASB policy.
67. On 15 July 2020 the resident told the landlord about ongoing issues with a neighbour. At the same time the landlord said it had received information from the police which it found to be inconsistent with the events it was told. Its call note

shows that the call with the resident was challenging and it had to end it. The evidence shows that following the call the landlord attempted to work with multiple agencies to best support the resident as it planned to issue an eviction notice. The landlord continued to work with multiple agencies, which was appropriate and in line with its ASB policy.

68. On 24 February 2021 the landlord told the resident that both it and the police had investigated the allegations made by him against the neighbour and found no evidence to support the matters. It referred to a meeting that took place in June 2020 and said the resident left this without allowing it to seek a resolution. Whilst this Service has not seen evidence of this meeting, it has not been disputed and it is noted the landlord asked the resident to contact it to arrange a further meeting. The landlord's attempts to meet with the resident and seek a resolution were reasonable in the circumstances.

69. The landlord's internal email from December 2021 shows it was liaising with the police about the ASB concerns and that it found the matter was difficult to manage without evidence. Its email said CCTV installation had been refused and the resident and the neighbour did not wish to engage in mediation. Within its stage two response the landlord told the resident that the police confirmed there was no evidence to support his allegations and that he had declined the options it suggested in attempts to evidence and support him.

70. On 29 June 2023 the resident told this Service of the alleged ASB and assault he suffered from the neighbour. It is important to explain that when considering complaints about ASB or alleged criminal behaviour, it is not the role of this Service to determine whether such criminal behaviour happened. That is for the police to determine. When considering complaints such as this, this Service will consider the landlord's policies and obligation and determine whether its action was appropriate and reasonable in light of the allegations made and the circumstances of the case.

71. When considering the information available the landlord acted reasonably in its response to the resident's reports of ASB. It investigated the issues raised, it considered the findings of the police and put forward proposals of CCTV in attempts to monitor future events. It offered mediation, which was declined and attempted to work with multiple agencies and the resident to resolve matters. It told him it was unable to discuss the actions, if any, it had taken with the neighbour, which was reasonable in the circumstances. When considering the above there was no maladministration in the landlord's response to reports of ASB.

The landlord's response to reports of a roof leak that led to damp and mould

72. The resident reported a roof leak on 25 August 2020, the evidence shows the initial appointment for the roof was scheduled for 5 October 2020. Whilst it is acknowledged that the landlord's repairs policy does not include a timeframe for a standard repair, it is unclear why it took it six weeks to schedule a roof appointment especially as its vulnerable persons policy says it will act swiftly with repairs. The timeframe taken for its initial appointment here was not appropriate.
73. It is acknowledged that the landlord reported issues with contacting the resident between 5 October 2020 and 27 October 2020 and it did apply waterproof coating to the roof on 27 October 2020. However, the landlord caused a further delay following the residents further report of a roof leak on 6 November 2020. Here the landlord:
- a. Took two months to raise a roof repair, which it raised in January 2021.
 - b. Was told on 11 February 2021, by its contractor, that the whole roof needed to be repaired. On 24 February 2021 it acknowledged the water ingress at the property was from the flat roof, causing damp and mould. It did not attend to the repair until 9 March 2021 and completed a third of the roof repair on 31 March 2021.
 - c. Told the resident that once the roof repair had been completed it would complete a mould wash, inspect the electrics, fix windows and purchase a new bed for the resident. Whilst it said it would complete the works on 6 May 2021 it did not approve the works until September 2021 and it completed the roof repair on 11 December 2021.
74. The landlord caused a two month delay in raising a roof repair and once it was aware the whole roof needed replacing in February 2021 it took 10 months to complete the work. This was not in line with its vulnerable persons policy and meant the resident had to repeatedly raise reports about a roof leak and that he was left in a property with damp and mould.
75. Whilst the landlord accepted the roof was causing damp and mould in February 2021, it did not do enough to address this at that time. Despite its obligations under HHSRS, it failed to implement any ongoing monitoring to address the problem and there is no evidence to show it regularly communicated with the resident about actions taken or otherwise to resolve the reports of damp and mould.
76. The landlord also failed to act in line with its vulnerable persons policy as it did not conduct the repair more swiftly than its standard timeframes or provide extra support when the repair could not be completed within a reasonable time. This was at a time that its contractor told it that the resident was living in "bad conditions" and said the property had "overwhelming damp and maintenance issues" in October 2021 and repeated in November and December 2021.

77. The landlord's failure to apply the interventions available to it combined with its repeated failings when handling concerns about the conditions of the property was a significant failing and would have had a significant impact on its vulnerable resident.
78. Overall, the landlord's handling of the resident's concerns about the condition of the property was poor and amounts to severe maladministration.
79. It is acknowledged that it said it would wash mould off the affected areas in May 2021 however its delay in completing the roof repair meant the remedial work was also delayed and it took until its stage two response of 4 January 2022 to inform the resident that the mould wash was scheduled for 25 January 2022.
80. In its stage two response the landlord did recognise it could have done more to complete the roof repair in a timely way and offered the resident £50 compensation in recognition of its delay. Whilst the landlord's recognition of what it could have done are recognised when considering the scale of its failing, the timeframe it went on for and the impact on the resident a greater compensation amount would be more proportionate to recognise the impact on the resident. As such the Ombudsman has made a further order for compensation.
81. When deciding an appropriate remedy, in addition to points mention above, the property being a studio flat has been taken into account and rental compensation of 50% has been decided as an appropriate percentage amount. In light of the delay of 10 months, this is the appropriate timeframe. Therefore 50% of £516.25 monthly rent amounts to £258.12. This multiplied by 10 amounts to £2,581.20 rental compensation. The Ombudsman has made a further order for compensation in light of the distress and inconvenience caused.

The landlord's handling of a pest infestation

82. The landlord's environmental services policy and tenancy agreement confirm it is a resident's responsibility to arrange the removal of a pest infestation within a property. However, its vulnerable persons policy explains that it adopts intervention practices that include it undertaking repairs that are normally the residents responsibility and that it undertakes repairs more swiftly than its standard timeframes with it providing extra support when a repair cannot be completed within a reasonable time. As such its vulnerable persons policy would be the overriding policy applicable here. It is also important to add that if an infestation is a result of disrepair then the landlord would be responsible for putting things right.
83. The resident has said he reported the issue with mice in 2019. From the evidence available it is unclear when he initially reported mice at the property and the evidence shows that on 8 July 2020 the landlord's contractor attended the

property to block holes and complete some work in relation to the pest control issue. As such it is reasonable to conclude that the landlord was aware of the mice issue by July 2020 at the latest and as such it was appropriate for it to complete work in response to the pest issue at the property in line with its repairing obligations and vulnerable persons policy.

84. On 1 March 2021 the landlord's contractor told it that it had replenished bait under kitchen cupboards and that proofing work was required. Following a further contractor's visit on 23 August 2021 the landlord was told that the property had a mice infestation and that they were gaining access through wall cavities.

85. The contractor repeated the same concerns on 18 October and on 22 October 2021 it told the landlord the property had "a number of issues", the resident was "living in bad conditions" and the kitchen needed to "come out" as the units had rotted. The contractor told the landlord that it was unable to stop mice entering the property due to its condition at that time. There is no evidence to show the landlord took any meaningful action at this time to address the issue. This was not appropriate.

86. The landlord instructed its contractor to continue with treatment at the property on 29 October 2021 this was despite it knowing this would not resolve the issue of mice from entering the property due to its condition. The landlord completed the work to the kitchen in January 2022 and the resident has said this resolved the mice issue. The timeframe taken to resolve the mice issue was not appropriate as the landlord did not act swiftly. The landlord did not act in line with its vulnerable persons policy and this was not appropriate.

87. It is acknowledged that the landlord has said some of the delay was in its attempts to work with the resident for convenient times to complete work. However the evidence shows its internal process added to the delay as it seems it needed "sign off" from a supervisor for the kitchen works which it chased in November and December 2021. Whilst landlords are entitled to have processes in place for the management of works, it should have measures in place to ensure such processes do not impact its residents especially those who are living in "bad conditions".

88. Here the landlord was aware of the ongoing mice issue at the property and in August 2021 it knew they were entering through wall cavities and that the state of the kitchen meant mice would continue to enter the property. However, despite its knowledge of the disrepair issue it still took it almost five months to resolve the issue which was not appropriate.

89. In light of the concerns raised by its contractor and the resident's vulnerabilities the landlord's handling of mice at the property was a significant failing. Its failure to act in accordance with its obligations and its vulnerable persons policy in it not

acting swiftly when handling the mice infestation was not appropriate and amounts to severe maladministration. It is accepted that the repeated visits at the property and living in “bad conditions” the resident would have been significantly impacted by the landlord’s failings here.

90. When deciding an appropriate remedy, rental compensation of 30% has been decided as appropriate percentage amount. In light of the points mention, the delay of 5 months is the appropriate timeframe. Therefore 30% of £516.25 monthly rent amounts to £154.87. This multiplied by 5 amounts to £774.37 rental compensation. The Ombudsman has made a further order for compensation in light of the distress and inconvenience caused.

The landlord’s complaint handling

91. The landlord wrote to the resident on 24 February 2021 addressing concerns about the condition of the property including a roof leak and damp and mould. Its response also addressed reports about a neighbour.

92. On 1, 9 and 28 April 2021, following contact from the resident, this Service asked the landlord for an update on the resident’s complaint and told it of the reports of worsening conditions of the property.

93. The landlord issued its stage one response on 4 May 2021 and told the resident of its planned approach for the roof leak and mould issues and said it would be in touch about outstanding work. It also referred the resident to its letter from 24 February 2021. The timeframe taken of 24 working days to issue its stage one response was not appropriate and exceeded the timeframe the Ombudsman’s complaint handling code said it must not exceed. Furthermore the landlord’s failure to acknowledge the resident’s complaint meant he was unsure whether it would respond to him which was demonstrated by his repeated contact with this Service during that time.

94. Several times between July 2021 and November 2021 the resident told this Service of his unsuccessful attempts to escalate his complaint. He said the landlord had repeatedly asked for further information about the reasons for requesting his complaint be passed to stage two of its complaints process. He explained whilst he had given reasons for escalation, the landlord did not escalate his complaint. This Service has not seen evidence to support this but the contact from the resident suggests he found it difficult to follow the landlord process to escalate his complaint.

95. On 15 November 2021 this Service told the landlord of the barriers the resident said he faced in escalating his complaint and asked it to respond to his complaint. The landlord took 37 working days to issue its stage two response on 4 January

2022, this was 17 working days more than the timeframe the Ombudsman's complaint handling code said it *must* not exceed and was not appropriate.

96. It is clear the resident found the landlord's complaints process difficult especially as he had to repeatedly involve this Service. There is no evidence to show the landlord acknowledged the resident's complaints or updated him on its complaint response. This was not appropriate. The landlord's complaint handling further demonstrates a missed opportunity by it to apply interventions it identified within its vulnerable persons policy and in addition to this, its complaint policy and procedure failed to refer to timeframes the Ombudsman's Complaint Handling Code said it must not exceed. Overall, the landlord's complaint handling failings combined amount to severe maladministration.

The landlord's record keeping

97. Paragraph 10 of the Housing Ombudsman Scheme confirms the Ombudsman's expectation in relation to the provision of information, it says:

- a. The landlord must provide copies of any information requested by the Ombudsman, that is, in the Ombudsman's opinion, relevant to the complaint. This may include the following records and documents:
 - i. Any internal files, documents correspondence, records, accounts or minutes of meetings in hard copy or electronic form.

98. As part of this Service's investigation reports of concerns about the condition of the property, in relation to ASB, leaks, damp and mould and concerns about mice at the property were requested. The request included requests for the landlord's repair log, surveys and inspections.

99. Whilst the landlord has provided some information it has not provided all the information requested as it is unclear when the resident initially raised reports about the condition of the property, the damp and mould, the leak and when he initially raised concerns about mice at the property.

100. A landlord should have systems in place to maintain accurate records of reports of concerns about the property, its responses, inspections and investigations. Good record keeping is important to evidence the actions a landlord and its contractor have taken. A failure to keep adequate records indicates the landlord's repairs processes are not operating effectively. The landlord should be aware of when reports were raised about a property, including the works raised and completed by it and its contractors. Its staff should also be aware of its record management policy and procedures and should adhere to these.

101. Overall, the landlord has not provided this Service with the information mentioned above. It has failed to provide details of reports about the property raised by the resident following his move into the property in July 2019. This is despite evidence showing its contractor attended to complete works at the property and it referring to such works in its correspondence with the resident. The landlord's had also failed to explain why it does not have this information. As such there was severe maladministration in the landlord's record keeping.

Determination (decision)

102. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was no maladministration in relation to the landlord's response to the residents report of ASB.

103. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in relation to the landlord's:

- a. The response to reports of a roof leak that caused damp and mould.
- b. The handling of a pest infestation.
- c. Complaint handling.
- d. Record keeping.

Reasons

104. The landlord worked with the police in its attempts to investigate the reports of ASB made to it. It also worked with multiple agencies to provide support to the resident in light of his vulnerabilities and it attempted to provide intervention. It told the resident about the lack of evidence in support of the allegations he raised and continued to offer support. There was no maladministration in the landlord's handling of the resident's reports of ASB.

105. The landlord said the roof was causing damp and mould at the property in February 2021, however it took 10 months to complete the roof repair. Despite its obligations it did not act swiftly when handling the repair or provide the resident with extra support when the repair could not be completed within a reasonable time. This was all whilst its contractor repeatedly told it the resident was living in bad conditions.

106. The landlord failed to act swiftly when handling the mice infestation at the property. Its contractor told it that it was unable to stop the mice without it repairing kitchen units. Despite the repeated concerns about the conditions the resident was living in the landlord took almost five months to complete work to resolve the mice issue.

107. The landlord's complaint handling was not in line with the Ombudsman's Complaint Handling Code. It failed to include timeframes within its complaints procedure, it did not acknowledge the resident's complaint and failed to respond to his stage one and stage two response within the timeframe the Ombudsman said it must not exceed.
108. Despite requests the landlord has not provided appropriate records to show when the resident told it about concerns in relation to the condition of the property. This demonstrates the data and information needed to provide effective and efficient service is missing, incorrect or not used and that its record keeping is not operating effectively.

Orders

109. The Ombudsman orders the landlord to arrange for a senior member of its staff to apologise to the resident for the failings identified within this report, or in writing if preferred by the resident, within four weeks of the date of this report.
110. The Ombudsman orders the landlord to pay the resident a total of £4,655.57 in compensation within four weeks of the date of this report. Compensation should be paid directly to the resident and not offset against any arrears:
- a. £2,581.20 rental compensation to acknowledge the failings in relation to the roof leak and damp and mould.
 - b. £774.37 rental compensation to acknowledge the delay in its response to mice infestation.
 - c. £1,000 to acknowledge the distress, inconvenience, time and trouble caused by the highlighted failing relating to the roof leak, damp and mould and the mice infestation.
 - d. £250 to acknowledge its complaint handling failings.
 - e. £50 it previously offered, if it has not paid this already.
111. The Ombudsman orders the landlord's leadership team to review the issues highlighted in this report. Within four weeks the landlord should provide the Ombudsman with a summary of how it will meet its repair obligations when it is considering eviction proceedings at the same time.
112. The Ombudsman orders the landlord to review its vulnerable persons policy and confirm to this Service, within six weeks of this report, that its staff is trained in adjusting its usual process in line with resident's vulnerabilities. It is to also share with this Service the learning it has implemented from this report to avoid the same issues being repeated.

113. The Ombudsman orders the landlord to consider the Ombudsman’s “Spotlight on: knowledge and information management” and within six weeks of the date of this report it should identify and evidence its service improvements or changes to working practices to prevent these issues being repeated. It should share this with this Service with a focus on its systems and process for recording repairs.
114. The Ombudsman orders the landlord to consider this Service’s Complaint Handling Code (the Code) and for it to identify and evidence changes to its complaint handling policy and procedures to ensure it is compliant with the Code. The landlord should provide this Service with evidence of this within six weeks of this report.