

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202115967*

*A2Dominion Housing Group Limited*

*12 May 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 the landlord's handling of:
  - a. Reports of a leak in the roof of the property.
  - b. The associated complaint.

## **Background**

2. The resident is a secure tenant of a three-bed maisonette with the landlord since 26 January 2011.
3. Under the Landlord and Tenant Act 1985 (section 11), the landlord is responsible for keeping in repair the structure and exterior of the premises, including the roof and guttering.
4. The repairs policy states that an urgent repair will be responded to within 24 hours, and a standard repair with the next available appointment that is convenient with the customer. Repairs to roofs are categorised as a standard repair.
5. The complaints policy and procedures state that a complaint is defined as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the landlord, its own staff, or those acting on its behalf, affecting an individual resident or group of residents. Complaints are dealt with as part of a two stage process. At stage one, the landlord will acknowledge the complaint within two working days, and the officer dealing with the complaint has a further two working days to get in contact with the complainant. It does not provide a timescale for a response, although the service standard on the website says it will aim to provide a response to the complaint within 10 working days.

6. If a resident is not satisfied with the response then they are expected to contact the landlord 'as soon as possible' and they will be escalated to stage two automatically to ensure complaints are dealt with in a timely manner, and not left unresolved. The complaint will then be dealt with by a service director review or a panel review, depending on the circumstances of the case. There are no timescales provided for complaints reviewed by service directors. For review panels, the process should take a total of 30 days.
7. The compensation policy covers the landlord's position in relation to compensation for various claims. It states:
  - a. Compensation will be paid for loss of a room or amenity where something has gone wrong and where the landlord has not been able to offer alternative accommodation.
  - b. Compensation will be payable where there is a loss of amenity. For example: a roof leak may be compensated to cover a percentage of rent paid and for any inconvenience caused.
  - c. There will be circumstances where a discretionary offer of compensation may be the only available option. It gives the example where the landlord has taken appropriate action but has delayed in doing so and the delay has caused wrong.
  - d. The complainant has sustained financial loss or has suffered stress and inconvenience. Residents are expected to have their own insurance for loss of personal belongings.
  - e. Payments will not be made if the landlord has taken reasonable steps to remedy any failure of service delivery that has arisen due to unavoidable circumstances or if the tenant or service user prevents or delays the service delivery.
  - f. A compensation matrix is used as guidance to compensation amounts. Factors taken into account include the passage of time, including response times of the landlord; the amount of time expended by the resident; the difficulty experienced by the resident in dealing with the landlord; the degree of inadequacy of the landlord's responses to verbal or written communication.
  - g. The rent amount is used for compensation for the loss of the amenity. The rates will apply where works take more than one working day to complete and will be calculated pro-rata per full 24 hour period without the amenity. For a bedroom this is 35%. The landlord also offers £20 for missed appointments and a maximum payment of £150 for detriment including stress and inconvenience, and time and trouble.

## Summary of events

8. The records from the landlord show that the resident reported a leak in September 2020, and this was fixed in January 2021. The resident then reported another leak in June 2021.
9. The resident contacted the landlord to make a complaint on 11 August 2021 about a gutter problem that she said had been going on for a year. She said the roof of the property was fixed in June 2020, but the issue with leaking gutters was not picked up by the contractors at that point. The resident said that due to torrential rain, the bedroom had become uninhabitable, rain had poured through the light and destroyed bedding and she did not know whether her light would still work. She said there were cracks in the ceiling and was worried that it looked like it would fall down, and that the wall was crumbling. The resident said she had made numerous calls to the landlord and it was not responding to anything with any sense of urgency. The resident said she was not satisfied with the length of time it was taking to resolve the matter, and the poor communication from the landlord.
10. The resident contacted the landlord again on 11 October 2021 as she had not received a response. The resident said she had been calling weekly, but so far there had been no progress. The landlord has not provided contact records for this period to confirm what contact there was.
11. The stage one response was sent to the resident on 12 October 2021. The landlord said it would make an inspection of the roof and damage to the inside of the property, and that repairs to guttering would take place by 5 November 2021. It advised the resident that if her personal effects were damaged, she should complete a 'liability form' which it would refer to its insurers. It gave her the contact details for the officer overseeing the work. It offered the resident compensation of £245 in recognition of the time and trouble in pursuing the complaint as well as the distress and inconvenience caused. It advised staff training on maintaining clear and accurate records had taken place.
12. The resident requested her complaint was escalated on 24 October 2021, stating that she first reported the issue to the landlord on 7 June 2021, and that the gutter was repaired in September 2020 and further issues identified with it then. She advised the landlord visited her and took photographs at the end of July 2021, but she had heard nothing further since the visit. She also said the following:
  - a. She was a 66 year old woman with long-term health problems, and was having to climb two flights of stairs to use the upstairs bedroom.

- b. Sleeping on the second floor meant she had to go up and down the stairs to use the kitchen or bathroom, which was causing issues with her knees and back.
- c. That she was losing sleep and could often hear the rain coming into the unusable bedroom whenever the weather got worse.
- d. The compensation level did not reflect the extent of damage to the property, and for the impact on her mental and physical health.
- e. She was pleased that she now had a date for external work but had still heard nothing about when internal work would be done and was concerned that she would not be able to have family to stay over for the Christmas period.

13. In the resident's complaint escalation request, she advised that she would like the following outcomes:

- a. A date set for the internal repairs to be completed as soon as possible.
- b. The amount of compensation to be reassessed to reflect the severity of the damage caused to her property, and her mental and physical health.
- c. To be regularly informed of any updates and progress made.

14. The resident contacted the landlord on 8 November 2021. She advised she had received no contact from the landlord and no work had been done. The landlord responded and advised all the external works were due to be completed on 17 December 2021. It advised the resident that it would remain in contact with her to provide updates. The landlord advised that she could not escalate the complaint on the basis of compensation awarded but would ask this is reviewed by a senior manager. The resident was advised to expect a response by 26 November 2021.

15. The resident contacted the landlord again on 29 December 2021. She advised it that she had still not been contacted, and she had repeatedly been in touch. She advised that the external work had not been done, and that she had received no information at all about the internal work required at the property. The resident also advised that she had received no support or acknowledgment for the effects on her physical and mental health.

16. The final complaint response was provided by the landlord on 1 February 2022. It said:

- a. Work was ordered to repair the broken guttering and replace slipped roof tiles on 21 September 2021 but due to various issues with access for scaffolding, paperwork and internal communication it did not undertake the repairs.
- b. The 'promise date' for the work was 18 February 2022.

- c. The complaint was upheld and the landlord apologised for this and for the lack of communication.
- d. It was offering a further £30 compensation for further delays (until 18 February 2022 when all works would be completed) and £150 for communication issues to bring the total compensation offer to £425.
- e. It would provide staff training on good communication.

17. The resident contacted the landlord again on 17 February 2022 as she had some further queries and concerns about the work. She was concerned about the amount of work that was required, and that she had been advised it would all be completed on 18 February 2022. The landlord said the email had been forwarded to the relevant service area, and someone would be in touch.

18. The resident then contacted this Service on 3 March 2022, advising that she had been waiting for eight months for work to be done to repair the property. She said she did not think it was fair for her to pay the full rent when she had not been able to use her bedroom for all that time.

19. The resident confirmed to this Service on 17 March 2022 that she remained dissatisfied with the landlord's final stage response. She said:

- a. She had not been provided with updates from the landlord.
- b. There was no start date for the external work and another inspection was due to be carried out on 24 March 2022.
- c. She was advised by the landlord that she needed to contact someone else about the internal work.
- d. She was unable to use the bedroom as she was worried more furniture would be destroyed, it was damp and mouldy, rain was dripping through the light, and the walls were crumbling.
- e. She was 66 and had a physical job and was finding it difficult to access the second-floor bedroom.
- f. That she was experiencing pain in her hips and having to sleep in a child size bed, which was exacerbating the pain.
- g. Her mental health was in decline, and the landlord was aware of this when she first made the complaint.
- h. She felt the compensation offered by the landlord was unrepresentative of the stress and worry she had experienced.
- i. She wanted the repairs done, and to be provided with regular updates.

20. The resident contacted this Service as planned work had been cancelled again on 16 June 2022 for a third time. The resident said she was extremely distressed

about this and felt ignored and helpless. The resident also advised that she was missing out on a family event to enable work to be completed. From the information the landlord provided, this was because the contractor cancelled the appointment as there was not enough time to do the work.

21. The landlord has provided information to show that all external and internal work was completed on 2 July 2022.

## **Assessment and findings**

### *Handling of reports of a leak in the roof of the property*

22. This investigation will focus on the actions from the landlord since June 2021 when the resident reported the leak in the roof.
23. Under the Landlord and Tenant Act 1985 (section 11), the landlord is responsible for ensuring that repairs to the roof are carried out within a 'reasonable timescale'. This begins with it being on notice of the disrepair. The resident said she reported the repair on 7 June 2021, and the landlord did not complete all the repairs to the roof and to the inside of the property until 2 July 2022, a period of nearly 13 months.
24. The date for the external work at the property kept getting delayed. In its first complaint response, the landlord said it would complete the guttering repairs by 5 November 2021. It then said it would complete the work on 17 December 2021. In its final complaint response, it said it promised to complete the work on 18 February 2022. The records that were provided by the landlord shows that the external work was completed on 22 March 2022. This delay was unreasonable and it is likely that they contributed to more extensive work being required internally, meaning an extended period of drying out was needed before the ceiling and walls could be replastered. The landlord's records show that plastering was completed on 19 May 2022, and all the works, including decorating, were completed on 2 July 2022.
25. The landlord has not shown that it provided the resident with a detailed timeline of what work was required at the property, nor how long scheduled work would take. The repairs policy does not provide any clear timescales for non-urgent work to be completed, which gives no assurances to residents that their repairs will be carried out within a reasonable timescale. Although extensive work was required at the property, the resident experienced an unreasonable delay considering the urgent nature of the situation, where she reported water ingress through the light fitting, and with plaster crumbling due to the amount of damp created in the walls.
26. The landlord identified in its complaint response that mistakes were made which caused some delays. Most of the delays were due to internal communication

failures. It then failed to complete all the work as promised on 18 February 2022 in its final stage complaint response. The resident had contacted the landlord the day before to express her concerns the extent of work needed would mean it would not all get completed on time, but the landlord has not provided any evidence to show that it responded to her concerns, further undermining the landlord and resident relationship.

27. The landlord has not provided any evidence to this Service to explain why there have been further delays following its final stage complaint response. It failed to provide the resident with the updates it promised in its complaint response with the resident reporting she had to repeatedly contact the landlord for an update. The landlord did not act in accordance with the Ombudsman's Dispute Resolution Principles to 'put things right' and 'learn from outcomes' by identifying what had gone wrong and putting measures in place to prevent this happening again. This was unreasonable and likely added to the distress and inconvenience that the resident said she experienced.
28. There was no evidence of the landlord taking into account the resident's vulnerabilities that she reported to it on numerous occasions. The resident explained she was unable to use the bedroom, and as a result she was having to climb an additional flight of stairs and sleeping in a smaller bed, which she said impacted her physical health. The redress offered by the landlord did not reflect how the delays in carrying out the repairs exacerbated the distress and inconvenience of the resident.
29. It would have been appropriate for the landlord to have re-evaluated its offer of compensation after completion of the work. It could then have considered the delays following the second stage response and further impact this would likely have had on the resident. The landlord has not provided evidence to this Service to suggest it has done this.
30. Although the landlord made a total compensation award of £425, it did not follow its compensation policy when considering redress in its response to the resident's concerns that she had been unable to use her bedroom. The landlord has not acknowledged that the resident was not able to use her bedroom in any of its correspondence, nor provided compensation for the loss of the amenity. The policy states it will pay 35% compensation for the loss of a bedroom and that the rates will apply where works take more than one working day to complete. The resident has said she was unable to use her bedroom for a considerable length of time and the Ombudsman's order below reflects the impact of water ingress on the resident's living conditions during the period of the unreasonable delay.
31. Further, an award of £425 would be within the range that the Ombudsman recommends where there has been a failure that had an adverse impact. However, this level of compensation was insufficient given the significant impact



on the resident and the time and trouble she went to in order to chase a resolution.

32. The landlord has not provided a report or other evidence to demonstrate that it took steps to inspect the condition of the bedroom to determine whether it was habitable. However, the extent of work required internally, which included replastering the walls, repairing cracks in the ceiling and redecorating, is in itself indicative of serious disruption to an extent that it was unlikely the bedroom could be used for a considerable period of time following the initial repair report.
33. The landlord's omission of a fair and reasonable consideration of compensation for the loss of the amenity, and the inconvenience this would have caused the resident was inappropriate.

*The landlord's handling of the associated complaint.*

34. The landlord responded to the stage one complaint in 44 working days and the stage two complaint in 68 days. On both occasions, the resident had contacted the landlord to say she had not received a response. These delays were inappropriate, and outside of the timeframes stipulated in the Ombudsman's Complaint Handling Code.
35. After the resident contacted the landlord to escalate the complaint on 24 October 2021, she contacted the landlord again who said it would respond by 26 November 2021. It did not send its final complaint response until 1 February 2022. This delay was inappropriate. There was no apology nor explanation from the landlord as to why it took so long to respond to the complaint, nor did it update the resident while it investigated the issues and she waited for a response. This was unreasonable, as was the landlord's advice in December 2021 that it would not escalate the resident's complaint solely on the basis that she disagreed with the compensation award.
36. From the complaint responses the landlord provided, it was not clear what work it was referring to. The landlord did not manage the expectations of the resident by giving detailed information about what work was due to be completed on the dates it referred to.
37. In its second stage response, the landlord apologised for the failures it identified in its communications with the resident and said it would provide training to its staff about communication. However, the resident contacted this service on 17 March 2022 and said she had not been provided with regular updates from the landlord. There is no evidence from the landlord, such as contact record logs or letters, that show it had provided regular updates to the resident following its final complaint response. This was unreasonable and suggests that the landlord did not learn from the mistakes it identified in its complaint investigation.

38. It is understandable that the landlord's complaints handling will have caused additional frustration and distress and inconvenience to the resident, leading her to feel issues raised were being ignored. This exacerbated the situation and further undermined the relationship the landlord had with the resident.

### **Determination (decision)**

39. In accordance with paragraph 52 of the Housing Ombudsman Scheme:

- a. There was severe maladministration by the landlord in its handling of reports of a leak in the roof of the property.
- b. There was maladministration by the landlord in its handling of the associated complaint.

### **Reasons**

40. There were unreasonable delays by the landlord, following the initial report made by the resident about rainwater ingress into her bedroom, in it completing all the external and internal work required, which took 13 months. This delay caused the resident distress and inconvenience, particularly considering the extent of the repairs and the resident's vulnerabilities.

41. The landlord recognised that it had not communicated well with the resident in its first and second stage complaint responses, but still failed to update the resident as promised when further delays were experienced during and after the internal complaint process.

42. The landlord did not respond to the formal complaints within appropriate time frames and did not consider the resident's vulnerabilities or extent of the distress and inconvenience that she reported.

43. The landlord did not offer sufficient redress in its complaints responses, and it did not follow its compensation policy to provide compensation for the loss of the use of the bedroom.

### **Orders**

44. The Ombudsman orders the landlord write to the resident to apologise for the failures identified in this report.

45. The Ombudsman orders the landlord to pay the resident £3,700 compensation, made up of:

- a. £2,700 in recognition of the impact of the landlord's failings on the resident's use of her bedroom.

- b. £750 in recognition of the distress or inconvenience caused to the resident by the landlord's failures in its handling of the resident's reports of a leak in the roof of the property (including the £425 that it awarded through its own complaints process).
- c. £250 in recognition of the inconvenience and time and trouble caused to the resident by the failures in its handling of the related complaint.

46. The landlord should reply to this Service with evidence that it has complied with these orders within four weeks of this report.

47. Within eight weeks of the date of this report, the landlord is ordered to:

- a. Review its handling of communications and errors in arranging scaffolding in this case and create an action plan to show how it will avoid these failings in future.
- b. Self-assess its complaints policy and procedures against the Ombudsman's Complaint Handling Code (last completed December 2021), publish the outcome on its website and consider whether to implement any changes to its complaint policy. It should reply to this Service with evidence that it has complied with this order within eight weeks of this report.

48. The landlord should reply to this Service with evidence of compliance with these orders in the timescale set out above.