

Housing

Ombudsman Service

REPORT

COMPLAINT 202014172

Metropolitan Thames Valley Housing

16 March 2023 (amended at review 10 July 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. This complaint is about the landlord's:
 - a. Response to the resident's reports of:
 - i. A leak and subsequent repairs to the kitchen.
 - ii. Multiple repairs to the property including to the bathroom, window seals, guttering, front door, front gate, paving, toilet pan, back box on plug socket, checking tank in loft for leaks, bathroom fan, pendock piping panelling and to seal holes in wall.
 - b. Response to the resident's reports of an infestation of mice and damage caused.
 - c. Response to the resident's vulnerabilities, health and welfare concerns.
 - d. Handling of the associated complaint.

Background, scope and summary of events

Background

2. The resident is assured tenant of landlord. The property consists of a three bedroom terraced house with a garden. The tenancy started on 6 September 1999.
3. In its submission to this service the landlord advised that it was aware that the resident had a hearing difficulties. During the complaints process the landlord received a letter from Psychological Medicine and Integrated Care which referred to the resident receiving support for complex trauma, severe anxiety and severe OCD. The resident has referred to being hearing impaired and during the time

period covered by this report has advised the landlord that she is very vulnerable, has mental health problems and a physical disability, and that she has fibromyalgia, which causes fatigue, chronic widespread pain & brain fog.

4. In March 2018, the resident raised a formal complaint with the landlord regarding her boiler and her kitchen sink. For which the landlord issued a stage one response on 19 March 2018.

Scope

5. Paragraph 42(a) of the Scheme states that the Ombudsman may not consider complaints which, in the Ombudsman's opinion are made prior to having exhausted a member's complaints procedure, unless there is evidence of a complaint-handling failure and the Ombudsman is satisfied that the member has not taken action within a reasonable timescale.
6. In this case the landlord delayed providing its final response to the resident complaint for 20 months, between the resident's escalation request of 22 March 2019 and its final response of 4 November 2020, whilst it attempted to complete additional repairs and to address the reports of pests made by the resident. The landlord acknowledged in its final response that whilst it had supported the resident with these, it failed to make it clear that these should have been reported via the usual channel for reporting repairs, and not included in the existing complaint.
7. In addition, in an email to this service of 3 February 2022, the landlord acknowledged that "whilst the initial complaint was only regarding the leak which caused mould and damages to the kitchen cupboard, more and more things kept getting included. This was the wrong thing to do and in hindsight it looks like we should have raised separate complaints".
8. As that was the case, and in the interest of fairness to the resident, it is the Ombudsman's opinion that there is sufficient evidence of a complaint-handling failure and of the landlord not having taken action within a reasonable timescale for all the matters referred in to in the landlord's final response of 4 November 2020 to be considered as having exhausted its complaints procedure.

Summary of events.

9. On 20 September 2018, the resident reported a leak in her kitchen and that the cupboard under the sink was badly damaged. The landlord's repair records noted that an appointment was booked for 4 October 2018.
10. On 26 September 2018 the resident complained about the landlord's response to her report of 20 September 2018 and that the landlord had not raised this as an emergency repair. The landlord opened a new complaint, which the resident was

not happy with this as she believed the leak was the result of the original leak to her kitchen not being repaired properly.

11. On 4 October 2018 the appointment planned for that day had had to be cancelled as the operative had called in sick. When the landlord called the resident to advise her of the new appointment for its contractor to attend on 9 October 2018 (AM) the resident said that the problem with the damp and mould in the kitchen was extensive and requested that a damp and mould specialist attend. The appointment was then changed for its repairs officer to attend on 10 October 2018 to carry out an inspection, as near to 3:30pm as possible. The landlord also noted that the resident was hearing impaired and had mental health vulnerabilities, and the resident's housing officer and manager had been advised that the resident had said that she was not receiving any support.
12. The resident contacted the landlord again on 8 October 2018 to report that there was an uncontrollable leak from a pipe leading to the kitchen sink and that the electrics had been affected. The landlord attended the same day. The landlord's repair records note that it identified water leaking into the socket behind washing machine, it had isolated this from switched fuse spur until dry, reset the CCU (Customer Consumer Unit/fuse box) and that all other electrical accessories were functioning correctly.
13. On 10 October 2018, the landlord's repairs officer carried out the inspection at the resident's property. The repairs officer reported that the sink unit and two other units needed to be renewed, along with a plinth and that the mould behind the kitchen sink unit needed to be addressed. The following day, 11 October 2018, the repairs officer completed a planned renewal request asking that the resident's kitchen be bought forward as part of the kitchen had been damaged following a leak. The resident also contacted the landlord the same day requesting that a specialist damp and mould specialist attend her property.
14. The landlord's contractors attended on 15 October 2018 but were unable to gain access, the landlord noting that the resident had advised that she could not wait as she had to go to work. The resident contacted the landlord the same day to express her dissatisfaction with the progress of the repair to her kitchen. The landlord said that in order to resolve the matter, it would escalate her complaint to stage two and that the repairs officer would continue to look into the repair or renewal of the kitchen. The landlord noted that the resident:
 - a. Said that she did not believe the officer that had inspected her property was qualified and wanted to see his credentials as she wanted a full damp survey carried out by a specialist company.

- b. Asked who would remove the damp and mould if the source was from the sink and questioned whether the contractor, who the landlord said would remove it either whilst doing the repairs or replacing the kitchen, was qualified to do so.
 - c. Was advised that she could get her own surveyor to look at the damp and mould and if their report uncovered anything the landlord had overlooked then it would look to reimburse the cost of that, which the resident refused.
 - d. Had confirmed that the leak had been fixed.
15. On 16 October 2018 the landlord contacted the resident, noting that the resident was unhappy with the information provided with regards to the leak from her kitchen and that she believed further work was needed. The landlord said that in order to ensure it was taking the correct steps, it had arranged for the resident's housing officer and the repairs officer's manager to attend her property on 18 October at 3:30pm. The landlord also advised that its planned team had confirmed that the resident's kitchen would be renewed that financial year and that its contractors would contact her once all the materials were available to discuss an installation date.
16. The resident emailed the landlord the same day to say that she had not agreed to the appointment on 18 October as she would be collecting her son from school at 3:30pm that day and then going straight to a weekly appointment he had. The resident said that following week was half term and she had already arranged activities for her family on the days which she did not have to attend hospital appointments. The resident said that this was why she asked that the landlord suggest a date during their phone conversation which she could then confirm.
17. In its response, again of the same day, the landlord said that it appreciated the resident's comments regarding her availability and asked that she provide a list of dates when she would be available. The landlord said that it was conscious that if it provided the dates, these may not be suitable and the repair would be delayed further. The landlord advised that the initial appointment would not take more than an hour.
18. On 25 October 2018, the resident emailed that landlord saying that the stress associated with the ongoing repair had not only caused her to struggle mentally, but had also aggravated the physical symptoms of her fibromyalgia, which included fatigue, chronic widespread pain & brain fog. The resident said that she had therefore been unable to function well enough to provide the landlord with a date for the inspection and that her advocate would be assisting with providing a suitable date as soon as possible.
19. On 5 November 2018, the resident provided the landlord with two dates for the inspection, 12 and 19 November 2018 between 10 and 1pm. The same day the inspection was booked for 19 November at the times suggested by the resident.

20. On 20 November 2018, the landlord issued a Stage two complaint response regarding the leak and the replacement of the affected kitchen units. The landlord said that it had issued its stage two response as the resident had requested that her complaint be escalated prior to its stage one response being sent. The landlord went on to say that:

- a. The case handler had correctly arranged for the resident's repairs officer to inspect the property on 10 October 2018, during which it had been agreed that the affected units would be replaced. The leak had been rectified, however, the resident had escalated her complaint on 15 October 2018 as she believed that a full damp survey would be required. The resident had also requested that her kitchen renewal be bought forward.
- b. The case handling had evidenced regular contact with the resident and the inspection was completed in a timely manner.
- c. It appreciated that the resident was not happy with the proposed resolution, however, it had spoken to the repairs officer and their manager who both concluded that replacing the units whilst waiting for the full kitchen renewal was the best course of action. The landlord confirmed that the job to replace the units had been booked in for 10 December 2018 between 8:00am and 1:00pm.
- d. With regards to the damp survey, this was not required as there was no evidence of damp or mould in other areas, which strongly suggested the damp and mould under the sink was solely caused by the leak.
- e. It was sorry to hear about the resident's circumstances and health concerns and hoped that she recovered soon, and that it appreciated that the resident believed the ongoing repair had caused unnecessary stress and had affected her health, and apologised for any distress caused.
- f. As it had followed the correct process, it did not feel that financial compensation would be suitable and that it now considered the matter to be closed. The landlord advised the resident that she had the right to request an escalation to its appeal stage if she remained unhappy with its response, and that if she wanted to do so she would need to let the landlord know within 20 days.

21. On 22 January 2019, the resident called the landlord to say that she was very vulnerable, having mental health problems and a physical disability and asked that the landlord provide her with support and help.

22. On 22 March 2019, the landlord's Executive Customer Care Officer, ECCO spoke to the resident regarding an escalated Stage three complaint. The ECCO noted that the resident:

- a. Was not happy that the landlord had not raised the repair to her kitchen cupboard on 20 September 2018 as an emergency and that this should have been fixed when the leak was originally resolved earlier in the year.
- b. That the landlord had not appointed a damp and mould surveyor to inspect the mould in her kitchen cupboard.
- c. Was not happy with the way her complaint and the repairs appointments had been handled, and that it was not clear to her why another complaint was opened about the same repairs issues she had raised in March 2018.
- d. Said that she often had problems with booking appointments and that the landlord kept insisting that she provide access and ignored the fact that they were not always suitable and occasionally clashed with her hospital appointments.
- e. Said she felt she had never been supported or safeguarded for her mental health issues.
- f. Reported that repairs were also required for the bath, taps and shower hose in her bathroom, that her window seals needed replacing and that her front guttering was broken.

23. On 28 March 2019, the ECCO emailed the resident, following they said their conversation with the resident the previous day about the way the landlord had managed the resident's concerns issues and her previous complaints, and the distress that this had caused. The landlord:

- a. Advised that, with regards to the actions of the officer that had provided the response to the resident's previous complaints, their manager would be addressing the way he had managed her concerns.
- b. Acknowledged that it had been a difficult and upsetting time for the resident and that the complaints process itself had been exhausting, for which it apologised.
- c. Noted that the kitchen work were underway and that it would confirm with its planned works team that this remained on track.
- d. Said that it would be speaking to its planned works team about the resident's bathroom and how best to address the issues surrounding her bath, and that it would arrange for an inspection to establish the works required to both the guttering at the front of the house and the seals to the windows.

24. The landlord noted that it spoke to the resident on 29 April 2019 and the resident reported that she was waiting for the new kitchen installation to be completed, a final kitchen cupboard needed to fitted which had originally been ordered incorrectly. The landlord also noted that the sink was replaced following the contractor damaging the one previously installed. The landlord noted that

following the completion of these works a further inspection would take place with a view to signing the kitchen off. The landlord also noted that so far the installation had taken 4.5 weeks, that the delays had prevented the resident from spending time with her child during half term and that the resident was emotionally distressed by the ongoing situation.

25. On 13 May 2019, the ECCO emailed the planned works team to explain that the resident had had a “dreadful” time whilst the new kitchen had been installed and that they were trying to get the last few things addressed for her. The ECCO explained that:
- a. The resident had had problems with the contractor, and even ordered one of the contractors out of her house. She had also had issues with the liaison officer who had not communicated very well with her.
 - b. The resident had quite complex mental health issues which had been impacted by various aspects of both the new kitchen installation and the landlord’s complaints process.
 - c. There are a few snagging issues that needed to be completed to the new kitchen and someone needed to visit and inspect to confirm with the resident exactly what was still outstanding.
 - d. The resident was fairly flexible but had expressed a preference for Tuesday or Thursday appointments as she had regular medical appointments and so could not accommodate appointments on Mondays.
26. In an internal email of 16 May 2019, the planned works team project manager confirmed that they had spoken to the resident that day and had agreed that the resident would contact him when she wanted him to visit her property. The following day the resident contacted the landlord to advise that due to her son having a serious injury she would not be available to take calls for at least a week. The landlord replied the same day to say that it was sorry to hear that her son had been injured and for her to let it know when she was ready to schedule the visit.
27. Having spoken to the resident, the landlord emailed the planned team project manager on 12 June 2019 asking that he arrange the visit to post inspect the new kitchen the following week. The landlord advised that every Monday the resident had fixed medical appointments, but that she could do any other day, avoiding school run times. The inspection went ahead on 2 July 2019 and repairs raised to resolve the outstanding issues in the kitchen. In an internal email of 9 July 2019, the planned works team project manager advised that he had spoken to the resident that morning and the works would be commencing at 10:30am the following day. Following the inspection jobs were also raised to replace the

bathroom fan, to remove the pipe panelling and seal all holes in wall and to replace a window handle with a key handle.

28. On 17 July 2019, the landlord raised a job to renew three kitchen units. The landlord's repair records note that this job was not completed due to lack of access.
29. On 18 July 2019, the resident contacted the landlord to report that a number of works to her new kitchen remained outstanding, including a base unit, the kitchen sink needed sealant, the dummy draw under sink was cracked allowing in water, sealant at the edge of the flooring, the joining strip in doorway was gold instead of silver, the kitchen door needed repainting, and the radiator was not working. The resident also referred to a number of other jobs and asked if all the works could be completed on the same day as the works that had been planned for her kitchen. These works included:
- a. Refixing the front gate.
 - b. Fixing loose brick around door.
 - c. Repairing the window seal and affixing weather strip to the front door.
 - d. Levelling the block paving in front garden.
 - e. Refixing the toilet pan.
 - f. Replacing the back box to an plug socket.
 - g. Checking the tank in the loft for leaks.
 - h. Replacing the bathroom fan.
 - i. Removing pendock pipe panelling and sealing all holes in the wall.
30. On 22 August 2019, the landlord raised a job to erect scaffolding to the property noting that the gutters at the resident's property were clear but either side of property the two of gutters were blocked would require professional gutter cleaning, the landlord noted that these were not properties of the landlord.
31. The landlord made a referral to the Safeguarding team in October 2019.
32. The ECCO spoke to the resident on 1 October 2019 who advised that she was unhappy with the recently installed kitchen and now had a problem with rodents. The ECCO noted that there were some outstanding repairs and arranged for an inspection of the kitchen to confirm quality. The resident followed up the call with the ECCO with a letter from Psychological Medicine and Integrated Care. The letter referred to the resident receiving support for complex trauma, severe anxiety and severe OCD. The letter also described the impact on the resident since discovering she has rodents, and that the new kitchen cupboards not being

contained which meant that there was an access point for the rodents to keep feeding.

33. On 3 October 2019, the landlord was provided with a Pest Control treatment report. During a call with the landlord on 9 October 2019, the resident confirmed that whilst the Pest control contractor had taken some action in relation to the pests, holes that allowed mice to move through the pendock pipe panelling had not been filled and that there were holes underneath the bath. The landlord noted that there was a warning on its housing management system that Asbestos was present and so it would need to understand this further before works could be raised.
34. Further Pest control treatment reports were submitted on 30 October 2019 and 19 November 2019.
35. On 20 November 2019, the landlord added a note to its repair records with regards to the window handle job it had initially raised on 2 July 2019. The landlord's repair records note that a new handle would make no difference as the mechanism itself was broken and the window was stuck locked. The landlord rebooked and appointment to open the window and replace the mechanism. The resident advised the landlord that she only wanted appointments after 10:30am as she was going out.
36. On 5 December 2019, the ECCO emailed the resident to say that once the landlord had completed all the outstanding works she would be able to work with the Head of Repairs to review all the events from the earlier two stages of her complaint. The ECCO went on to say that they would then be able to write to resident with a final response and offer of compensation, which would take into account all aspects of her complaint and address all issues.
37. On 3 January 2020, a new Complex Complaints Officer (CCO) emailed the resident following a conversation he had had with the resident that afternoon. The CCO confirmed that as the ECCO had left the business, he would now be assisting the Regional Head of Property, with the management of her complaint. The CCO also made reference to the resident's concerns about her front door and confirmed that the Regional Head of Property had been due to meet the repairs officer at the property on 14 December 2019. The CCO said that he was waiting confirmation of the outcome of that meeting. In reply the resident said that she was shocked to read that the ECCO had left the organisation and had not processed that information during their phone call due to the nature of her hearing impediment. The resident said that this had caused her to feel very anxious as the ECCO had been dealing with her complaint for a considerable length of time.

38. On 14 February 2020, the CCO emailed the resident referring to a conversation the resident had had with the landlord's Programme Delivery Manager regarding the works that still needed to be carried out at her home, with specific reference to the condition of the front door and of the windows. The CCO advised that once they had a clearer understanding of the timeframes involved in completing the outstanding repairs the Regional Head of Property would be better placed to respond formally to the stage three complaint. The CCO also advised that he was leaving the business and that a colleague from the Complex Care team would be taking over the case, and that they would continue to work with the Regional Head of Property with regards to her complaint.
39. On 10 March 2020, the landlord was provided with a Pest Control treatment report which stated that no bait take had been found that day. However, there were mouse droppings in the kitchen cupboard, the wall under the kitchen unit was damaged and had holes in it through which the mice were gaining access. The report said that this should be repaired as soon as possible. The report also referred to mouse droppings in the living room and bedrooms upstairs but that there was a lot of clutter here and so it was not possible to carry out a full inspection. The report noted that it had advised the resident that she should reduce the clutter to prevent rodent harborage.
40. Further pest control treatment reports were provided to the landlord on 9 July 2020, 15 July 2020, 20 July 2020 and 14 September 2020.
41. The landlord issued its stage three and final response on 4 November 2020. The landlord said that it had provided a stage one response in response to the resident's initial complaint in September 2018 regarding mould and damp in her kitchen following a leak from her sink. The landlord acknowledged that when it had spoken to the resident on 29 September 2018 about her concerns, she had explained that she had various mental and physical health problems and that she felt that she had received very little support from the landlord. The landlord noted that its Customer Care Officer had contacted Housing services at that time to ask them to look into what support might be available to help her.
42. The landlord apologised to the resident for the length of time it had taken to reach a conclusion and that whilst carrying out its investigation had identified a number of service failures. The landlord said that:
- a. It understood that the resident's mental health meant she sometimes found it difficult to arrange and keep appointments, and that she was uncomfortable with having strangers in her home, particularly during the pandemic.
 - b. It would like to reassure the resident that a named member of its safeguarding team would be available to support her in arranging for the repairs to be completed, and will also be able to signpost her to any services which are

available to help her manage her mental and physical health, and that she would also have the full support of both the Housing team and Repairs team, should she wish to engage with them to resolve the outstanding repairs.

- c. It was clear that it could have acted more swiftly in offering the resident support with her mental and physical health conditions, after she had brought these to its attention at the first stage of the complaints process.
- d. After the issues raised in the resident's original complaint were resolved in 2018, it was not made clear to her that the subsequent repairs should have been reported via the usual channel for reporting repairs, and not included in the existing complaint.
- e. It was evident that the resident's case had been managed ineffectually by the Customer Care team, most likely as a result of staff turnover and her case being reassigned to several different Customer Care Officers. As a result, the landlord acknowledged that it had, at times, failed to communicate with her effectively regarding the management of her complaint and the repairs in her home.
- f. Her complaint had been discussed at length by its internal complaints panel, to ensure that all service failings have been identified. This had allowed it to record the lessons learnt, and to enable the accountable director to discuss them directly with their teams, to prevent this from happening in the future. To help it improve its customers' experience, the landlord said that it was currently running a pilot to try out a new way of working:
 - i. Complaints were now dealt with by regional teams, which enabled it to handle complaints in a more efficient and customer friendly manner.
 - ii. It was also trialing a two stage complaints process, with each directorate having accountability earlier in the complaints process. This meant that the ownership of the complaint is established as soon as the complaint is received.
- g. It would like to offer the resident a total of £650 compensation, made up of £500 for her time and trouble and £150 for its poor complaints handling. The landlord noted that if there were any outstanding rent arrears on the resident's rent account, any offer of compensation would be credited to her rent account in the first instance. The landlord said that it hoped this would go some way in showing how sorry it was.

Assessment and findings

43. Under Section 11 of the Landlord and Tenant act, and the terms of the tenancy agreement, the landlord is responsible for the maintenance of the structure of the property including the kitchen.

44. The tenancy agreement also confirmed that the resident must allow the landlord's employees and contractors to enter the property at all reasonable times to inspect or repair. The landlord would normally provide the resident with 24 hours' notice but may need to get access immediately in an emergency.
45. The landlord's Repairs guide for tenants:
- a. Confirms that emergency repairs should be dealt with within 24 hours, routine repairs within 28 calendar days and by appointment and major routine repairs, within three months or as part of the landlord's planned programme of works.
 - b. Explains that sometime it may be necessary to carry out an inspection before and/or after a repair is completed and that, where this is the case, it will make arrangements for someone to carry out that inspection.
 - c. Explains that replacement of major items, such as replacement kitchen, are not routine and these works are usually completed to an agreed work programme.

Leak and subsequent repairs to the kitchen.

46. The landlord's repair records note that the report from the resident on 20 September 2018 was that "following leak; cupboard under the sink is badly damaged; rotting away". As this was the landlord's understanding of the report made, it was reasonable for it to raise the job as routine repair for which an appointment was booked for 4 October 2018, 10 working days later. Given this was a routine repair, the landlord would have been expected to complete the repair within 28 calendar days, no later than 20 October 2018.
47. There is no evidence of the resident chasing the landlord regarding the repair until 26 September 2018, at which point she complained that her report of 20 September had not been raised as an emergency. There is no record of the resident reporting an ongoing leak at that time.
48. The appointment on the 4 October 2018 was cancelled as the operative called in sick. However, given that when the landlord contacted the resident to rearrange the appointment, the resident expressed concerns about damp and mould in her kitchen, which she described as extensive, it was appropriate for the landlord to arrange for its repairs officer to attend and inspect the kitchen, which they did on 10 October 2018.
49. Prior to the inspection the resident contacted the landlord again, on 8 October 2018, to report an uncontrollable leak from a pipe to her kitchen sink that was affecting the electrics. In this case, the landlord acted appropriately raising an emergency repair, attending the same day and resolving the leak.

50. The inspection on 10 October 2018 identified that the sink unit and two other units needed to be renewed, along with a plinth and that the mould behind the kitchen sink unit needed to be addressed. It is noted that the resident requested that a damp and mould specialist attend her property. However, given that there was no evidence of damp or mould in other areas and that the resident made no reference to damp and mould outside of the kitchen cupboard area, it was reasonable for the landlord to rely on its repairs officers view that the damp and mould under the sink was solely caused by the leak. Nevertheless, in recognition of the resident's ongoing concerns, the landlord did offer to reimburse the resident were she to get her own survey done which uncovered anything it may have overlooked, which it was not obliged to do.
51. As well as raising a job for the kitchen units affected by the leak to be replaced, the repairs officer also completed a planned renewal request asking that the resident's kitchen replacement be bought forward. In its stage two response of 20 November 2018, the landlord explained that it had concluded that replacing the units whilst waiting for the full kitchen renewal was the best course of action. This seems a reasonable approach for the landlord to have taken and evidences that it did try to partly resolve the resident's ongoing concerns at the earliest opportunity.
52. The appointment for the replacement of the units was raised on 15 October 2018 however could not go ahead as the resident was not able to remain in the property on that day. There is a dispute between the reason for this, the landlord saying that the resident could not wait as she had to go to work and the resident that it clashed with the school run. Following further communication between the resident and the landlord regarding the timing of the appointment, on 25 October 2018 the resident advised the landlord that due to the repairs causing her to struggle both mentally and physically, she would not be able to provide the landlord with a date for inspection at that time.
53. Whilst the deadline for completion of the repair to the kitchen units had passed, the landlord had sought to complete the repair by 20 October 2018 but due to issues with the landlord being able to gain access the works were not completed on 15 October 2018.
54. On 5 November 2018, the resident provided the landlord with two dates for the inspection, and with a time that would be suitable. The landlord then booked the inspection on one of the dates suggested, 19 November 2018 and at the time suggested by the resident. In its final response of 4 November 2020, the landlord said that the inspection went ahead. However, no records have been seen of this inspection, nor was the inspection mentioned in the landlord's stage two response of 20 November 2018, which had the inspection gone ahead would have been issued the following day.

55. The records are limited as to what happened between the landlord's stage two response of 20 November 2018 and the email from the ECCO to the resident on 28 March 2019, which stated that the kitchen works were underway. Whilst it is appreciated that this is a long time for the resident to have had to wait for the works to go ahead, major works such as replacement kitchen under planned works, can take longer to complete and the landlord had initially managed the resident's expectations by advising her on 16 October 2018, that her kitchen would be renewed that financial year, by the end of March 2019.
56. However, what is unclear from the evidence is whether the replacement of the units, which had been booked in for 15 October 2018 and then postponed until after an inspection on 19 November 2018, was ever completed.
57. Despite commencing in March 2019, the kitchen replacement works were then not completed until around October 2019, seven months later. During this time a final kitchen cupboard needed to be fitted which had originally been ordered incorrectly, the sink was replaced following the contractor damaging the one previously installed, the kitchen sink needed sealant, the dummy draw under sink was cracked allowing in water, sealant at the edge of the flooring, the joining strip in doorway was gold instead of silver, the kitchen door needed repainting, and the radiator was not working.
58. During this time, the landlord noted that the resident had also reported:
- a. Problems with the contractor, and even ordered one of the contractors out of her house. She had also had issues with the liaison officer who had not communicated very well with her.
 - b. Problems with booking appointments and that the landlord kept insisting that she provide access and ignored the fact that they were not always suitable and occasionally clashed with her hospital appointments.
 - c. That she felt she had never been supported for her mental health and welfare issues. (These concerns have been considered separately in this report).
59. It is therefore understandable that in their email to the landlord's planned team, the ECCO dealing with the resident's complaint described the resident as having a "dreadful" time whilst the kitchen was being installed.
60. In its final response, the landlord failed to acknowledge the excessive length of time it had taken to complete the works to the resident's kitchen, nor did it address the issues reported by the resident with regards to the contractors, with the liaison officer or with booking appointments. Instead the landlord focused on the resident being unable to go ahead with the appointments booked and referring to her having to deal with the repair aggravating her mental and physical

health issues, her son being injured and that she had asked that all the repairs she had reported be co-ordinated.

61. Whilst it was reasonable for the landlord to raise these as mitigating factors, these alone do not justify the seven months it took the landlord to complete the kitchen replacement works at the resident's property. In addition, the landlord failed:
- a. To consider why the resident may not have been aware of the appointment on 25 July 2019, particularly as she had herself raised concerns about booking appointments.
 - b. To address all the concerns raised by the resident about what she had experienced during the replacement works.
 - c. The landlord's approach in its final response was also quite accusatory, focusing on issues regarding the resident's failure to provide access rather than genuinely reflecting on its own service, most especially the excessive amount of time the resident, as a vulnerable person, had to wait for the works to be completed.

Multiple repairs to the property including to the bathroom, window seals, guttering, front door, front gate, paving, toilet pan, back box on plug socket, checking tank in loft for leaks, bathroom fan, pendock piping panelling and to seal holes in wall.

62. The resident reported repairs to bath, taps and shower hose in her bathroom, that her window seals needed replacing and that her front guttering was broken during her discussions with the ECCO about her escalated stage three complaint on 22 March 2019.
63. In its final response, the landlord acknowledged that although it was not its policy to add additional issues on to an existing complaint case, its ECCO supported the resident with the repairs, speaking to the Planned team regarding the repairs in her bathroom and arranging for an inspection of her guttering and windows.
64. As these were all routine repairs the landlord would be expected to complete the repairs within 28 calendar days, by 26 April 2019. However, it was not until 22 August 2019, that the landlord raised a job to erect scaffolding to the property noting that the gutters at the resident's property were clear but either side of the property the two of gutters were blocked and would require professional gutter cleaning but that these were not properties of the landlord.
65. On 18 July 2019, during contact with the landlord about her kitchen, the resident also raised a number of other repairs including to her front door, front gate, paving, toilet pan, back box on plug socket, checking tank in loft for leak. The resident also asked about progress with the bathroom fan, pendock piping panelling and the sealing holes in a wall identified during an inspection of the

property on 2 July 2019. It is noted that the resident asked if all the works could be completed on the same day as the works that had been planned for her kitchen. However, regardless of this request the landlord would still be expected to complete these routine repairs by 15 August 2019, within the 28 calendar days stated in its Repairs guide for tenants.

66. In its final response of 4 November 2020, over a year later, the landlord said:

- a. That it arranged for its contractor to attend to complete some of the works raised in July 2019 but that the resident had turned operatives away on 25 July 2019 as she was not aware of the appointment.
- b. An appointment was made for some of the outstanding repairs to be completed on 28 January 2020, however the resident chose to postpone this until she had spoken to CCO, who was on annual leave.
- c. The new CCO continued to liaise with the repairs team to establish what was needed to resolve the complaint, and was informed that the resident had provided with dates at end of March 2020 when she would be available for an inspection to determine the remaining repairs. However, on 26 March 2020, the country went into lockdown and, as they were not emergency repairs, the inspection and the repairs could not go ahead.
- d. Throughout August, September and October 2020, the CCO sought to arrange an inspection with Repairs Manager, Housing Manager and a Contractor's Supervisor, to discuss the outstanding repairs in the resident's home and agree a plan of action for completing them and resolving her complaint. However, the resident repeatedly cancelled these appointments at short notice for various reasons.
- e. The landlord explained that this was because it felt that it had provided ample opportunities to address the repairs the resident reported, but was unable to make any progress with resolving them, as it had repeatedly been unable to access her home to inspect the issues or complete repairs. In addition, it has been noted that the repairs which remained outstanding were not part of the resident's original complaint and should not have been managed within the scope of the complaints process.

67. It is recognised that there were issues with access to carry out the repairs, which as with the kitchen repairs it was reasonable for the landlord to refer to. It is also acknowledged that in March 2020, the country entered a Covid lockdown, during which time the landlord was only able to carry out emergency repairs. However, these issues alone cannot explain the excessive delay in the completion of the repairs. It is also important to note that it remains unclear if and when all the repairs reported by the resident were completed. This is because:

- a. On 19 January 2023, the resident told this service that she still had outstanding repairs to her front and back doors and to the extractor fan in her bathroom. The landlord also advised this service that on 27 January 2023, that there were still outstanding repairs to her bathroom, window seal and guttering. The landlord again referred to difficulties with gaining access and that it had been agreed that its Housing Operations Manager would visit the property to assess the repairs and agree a way forward.
- b. In a telephone conversation with this service on 21 February 2023, the resident said that the repairs had become so complicated as there were so many people involved. The resident also advised that she had made two subsequent complaints to the landlord regarding outstanding repairs. One related to the front door, for which she had received a final response and the second regarding her back garden door and window seals, for which she was currently awaiting the landlord's final response.

An infestation of mice and damage caused.

68. The resident has explained to this service that the mice got into every part of her home, that she had to cut the bottom of her sofa off as the mice kept nesting in it, because of her mental health she could not just wash things that had been contaminated by mice so she has to throw them away, and that the mice had destroyed personal items including things that belonged to her daughter who had passed away.
69. Whilst there is no doubt that the infestation of mice in the resident's property has clearly been extremely traumatic for the resident, the role of the Ombudsman is to consider what actions the landlord took in response to her reports and whether those actions were appropriate, fair and reasonable given the circumstances of the case.
70. When failings are identified, the Ombudsman's role is to consider whether the redress offered by the landlord has put things right and resolved the resident's complaint satisfactorily. This is in accordance with the Ombudsman's Dispute Resolution Principles (DRP): to be fair, put things right and learn from outcomes.
71. The landlord's repairs guide and the landlord's Pest Control – Responsibilities guidance confirms that mice are the residents are responsibility. However, landlords are responsible for dealing with pest problems if it needs to complete repairs to stop pests getting in (such as things like holes in external walls, broken vents or air bricks, damaged doors or windows and other cracks and gaps that pests can get in through in).
72. The landlord's Pest Control – Responsibilities guidance also states that a vulnerability assessment should be carried out and if the resident is categorised as vulnerable there are steps it can take to help them manage the pest issue.

73. The landlord was made aware of mice being present in the resident's property on 1 October 2019, when the resident forwarded the landlord a letter from her Psychological Medicine and Integrated Care team which described the impact her since discovering she had mice in her property.
74. Given the resident's known vulnerabilities and the information provided by the Integrated Care team, the landlord acted appropriately and promptly in arrange for its Pest Control contractor to attend the property. On 3 October 2019, it was provided with a Pest Control treatment report from its contractor. The report noted that initial treatment had been carried out that day and that little holes identified under the kitchen units had been sealed off.
75. Further Pest control treatment reports were submitted on 30 October 2019 and 19 November 2019. On 30 October 2019 the pest control report noted that the landlord had been asked to arrange for the following to be done as soon as possible: the removal of the bath panel, removal of sections of the box section where the central heating pipes run though and into the parting walls.
76. When the pest control contractor attended on 19 November 2019, they noted that the works it had previously asked the landlord to do had been completed and the holes and gaps identified had been blocked off. However, the front door had gaps on the base which may allow mice to gain entry. Despite being advised of this potential issue with the front door, and the resident raising further concerns about condition of the front door in 3 January 2020 and 14 February 2020, there is no evidence of the landlord taking any action with regards to the front door until sometime later and outside the timescale of this investigation.
77. The pest control contractor provided the landlord with further report on 16 January and 10 March 2020, both of which stated that no bait take. However, the report of 16 January 2020 reported that there were mouse droppings behind the cooker and ridge and the kitchen cupboard, and a gap around the pipe behind the cooker. The report of 10 March 2020 said that holes and gaps in the wall under the kitchen unit should be repaired as soon as possible. There is no evidence of these recommended works going ahead.
78. Further pest control treatment reports were provided to the landlord on 9 July 2020, 15 July 2020, 20 July 2020 and 14 September 2020 during this time some works were carried out including access points being sealed off externally however, the report on 14 September 2020 noted that mice droppings were found under the stairs and on top of the washing machine, and that the proofing remained outstanding.
79. By the time of the landlord's final response almost a year had passed since it was first informed of the mice issue at the resident's property. It is acknowledged that the landlord had arranged for the regular attendance of its pest control contractor

and that some works had been carried out to resolve the issue, including sealing off holes in the kitchen units, further holes and gaps identified had been blocked off and access points being sealed off externally. However, there appears to have been no improvement in the infestation and, whilst the landlord explained that Covid restrictions meant that further proofing measures were not approved until 15 July 2020, it failed to explain why, as of the pest control report of 14 September 2020, those proofing works remained outstanding.

80. Overall, whilst it is evident that the landlord arranged for its pest control contractor to attend on multiple occasions, and that the pest controller carried out some proofing works, there were a number of recommendations that were made to the landlord that it has either failed to evidence it actioned, such as the front door, or it unreasonably delayed in completing, such as the further proofing measures. Given the known vulnerabilities of the resident and the particular impact such an infestation could have on her due to those vulnerabilities, there was a lack of urgency by the landlord to complete the necessary works. It is acknowledged that the landlord also raised concerns about gaining access in relation to these works but there appeared to be little issue with the pest control contractor attending, given the number of times they did so.

81. With regards to the resident's reports of damage to her property, the landlord's response was appropriate in as far as its compensation policy states that residents are encouraged to have home and contents insurance to cover their personal items and that it will not compensate for damage to personal items unless the damage has been caused by its actions.

82. However, given that the damage reported by the resident also included personal items that had belonged to late daughter, there was a concerning lack of empathy shown by the landlord in its final response, which made no reference to the distress caused to the resident and simply said that it had been explained to her that she would need to submit an insurance claim and that she had been provided with the documents explaining how to do this.

Response to the resident's vulnerabilities, health and welfare concerns.

83. The Equality Act 2010 provides a legislative framework to protect the rights of individuals and to advance equality of opportunity for all. Under the Act the landlord had a legal duty to make reasonable adjustments where there is a provision, criterion or practice which puts a disabled person at a substantial disadvantage in relation to a relevant matter in comparison with persons who are not disabled.

84. The Social Housing Regulator's Tenant Involvement and Empowerment Standard requires registered providers to "treat all tenants with fairness and respect" and "demonstrate that they understand the different needs of tenants, including in

relation to the equality strands and tenants with additional support needs” with a specific expectation that providers will “demonstrate how they respond to those needs in the way they provide services and communicate with tenants”.

85. The landlord’s Safeguarding policy confirms this obligations stating that all its customers have the right to be treated with dignity and respect and to have their individual needs recognised.
86. Given the known vulnerability of the resident, the landlord would be expected under both the Equality Act 2010 and the Social Housing Regulator’s Tenant Involvement and Empowerment Standard, to demonstrate that it had taken steps to ensure that it understood the needs of the resident and to demonstrate that it had respond to those needs in the way it provided its services and communicated with her.
87. On 4 October 2018 landlord’s records noted that the resident was hearing impaired and had mental health vulnerabilities. In its final response, the landlord said that at that time the customer care officer contacted housing services to ask what support might be available for the resident. This is supported by the landlord’s records which note that the resident’s housing officer and manager had been advised that the resident had said that she was not receiving any support. However, there is no evidence of any further action being taken by the landlord following 4 October 2018, other than advising housing.
88. Although a referral to the Safeguarding Team was made in October 2019, despite giving details of her specific difficulties, the landlord failed use this information to make a plan at that stage which considered those specific needs and sought to put in place any necessary adjustments to ensure she could continue to engage with it effectively, specifically in regard to being able to arrange/keep to appointments.
89. On 25 October 2018, the resident emailed that landlord saying that the stress associated with the ongoing repair had not only caused her to struggle mentally, but had also aggravated the physical symptoms of her fibromyalgia, which included fatigue, chronic widespread pain & brain fog. In its Stage two response of 20 November 2018, the landlord said it was sorry to hear about the resident’s circumstances and health concerns and hoped that she recovered soon, that it appreciated that the resident believed the ongoing repair had caused unnecessary stress and had affected her health, and apologised for any distress caused. However, it made no mention of what had been put in place to support the resident following her call of 4 October 2018 or what it intended to do to try and support the resident going forward.
90. The landlord was again advised of the resident’s vulnerabilities and the difficulties she was experiencing:

- a. On 22 January 2019, the resident advised the landlord that she was very vulnerable, having mental health problems and a physical disability and asked that the landlord provide her with support and help.
 - b. On 22 March 2019, the resident advised the landlord that she often had problems with booking appointments and that the landlord kept insisting that she provide access and ignored the fact that they were not always suitable and occasionally clashed with her hospital appointments. she felt she had never been supported or safeguarded for her mental health issues.
 - c. On 13 May 2019, the landlord noted that the resident had quite complex mental health issues which had been impacted by various aspects of both the new kitchen installation and the landlord's complaints process.
 - d. 1 October 2019, the landlord received a letter from Psychological Medicine and Integrated Care which referred to the resident receiving support for complex trauma, severe anxiety and severe OCD. The letter also described the impact on the resident since discovering she has rodents, and that the new kitchen cupboards not being contained which meant that there was an access point for the rodents to keep feeding.
91. That the landlord could leave a clearly extremely vulnerable person, who repeatedly asked for support for a period of almost two years, without taking any meaningful action to help support her mental health is a significant failure.
92. It is noted that in its final response the landlord acknowledged that it was clear that it could have acted more swiftly in offering the resident support with her mental and physical health conditions, after she had brought these to its attention at the first stage of the complaints process. However, this does not go anywhere near far enough.
93. In its final response the landlord also appeared to be blaming the resident's mental health for the difficulty in arranging and keep appointments, and that she was uncomfortable with having strangers in her home, particularly during the pandemic. Rather than blaming the resident, the landlord would be expected to reflect on its own approach and how its failure to make reasonable adjustments for the resident may in fact have had a more significant impact.
94. In its final response the landlord said that its Resident Connector would be available to support the resident in arranging for the repairs to be completed, and would also be able to signpost her to any services which are available to help her to manage your mental and physical health. Whilst this were appropriate steps for the landlord to take, this service has seen no clear evidence of the landlord seeking to not only understand the needs of the resident but also to demonstrate that it had responded to those needs in the way it provided its services and communicated with her.

95. As a result of the failings identified, a finding has been made of maladministration in respect of this element of the resident's complaint. The landlord has been ordered to pay the resident additional compensation and to meet with the resident to discuss her needs and how it might respond to those needs in the way they provide services and communicate with her. The landlord is also to consider its overall approach to how it responds to the needs of its vulnerable residents and its duties under the Equality Act, to ensure that similar situations do not occur going forward.

Handling of the associated complaint.

96. The landlord's complaints policy, that was in place at the time of the resident's complaint, states that:

- a. The complaints process should not be used if a resident is asking for a service, such as reporting a repair.
- b. The landlord had a three stage complaints process:
 - i. At both Stage One and Stage two the complaint will be acknowledged within two working days and a response provided within 10 working days. If this time scale is not possible the policy states that another date will be agreed with the resident.
 - ii. At Stage three, a Head of Service or Director would arrange a review or a panel hearing or offer a meeting / telephone call with a Head of Service or Director. The Head of Service/Director will then respond in writing with the panel's findings within 10 working days of the hearing.
- c. At each stage if a resident believed their complaint was unresolved they can request a review within 20 working days of the date of response.

97. The resident raised her initial complaint on 26 September 2018, this complaint concerned the landlord's response to her report of a leak in her kitchen and that the cupboard under the sink was badly damaged. It is noted that the resident was initially not happy that her previous complaint, again relating to the kitchen, for which the landlord issued its stage one response in March 2018, was not escalated. However, as the complaint made in September 2018 related specifically to the landlord's response to a report of 20 September 2018, it was reasonable for the landlord to open a new complaint at that time.

98. In accordance with the landlord's complaints' policy it should have provided a stage one response by 10 October 2018, within 10 working days. The landlord failed to do so and to compound this failure, when the resident contacted it on 15 October 2018, three working days after the due date, rather than apologising for the delay and issuing its stage one response, it simply escalated the complaint to stage two.

99. The landlord's failure to respond at stage one meant that the resident was denied a response to her complaint until the landlord issued its stage two response on 20 November 2018. Again with its stage two response, the landlord's response was outside of the target timescales given its complaints policy. Having been escalated on 15 October 2018 the landlord should have provided its response by 29 October 2018, within 10 working days, which it did not do.
100. On 22 March 2019, the landlord's Executive Customer Care Officer, ECCO spoke to the resident regarding her escalated Stage three complaint. There is a dispute as to who initiated this call. In its final response, the landlord said that the resident had contacted it to request that her complaint be escalated to Stage Three. The resident has advised this service that she was called out of the blue by the ECCO who apologised for the way her previous responses had been dealt with and said that they would be progressing the complaint.
101. Regardless of who initiated the contact, the landlord escalated the complaint on 22 March 2019. The landlord's complaints policy is unclear as to timescales for complaints being considered at stage three, however, the Ombudsman's Complaint Handling code states that where a landlord believes this stage is absolutely necessary, a response should be sent within 20 working days from request to escalate. Any additional time will only be justified if related to convening a panel. An explanation and a date when the stage three response will be achieved should be provided to the resident.
102. There is no evidence of the landlord providing the resident with an explanation nor a date by which she could expect to receive its Stage three response.
103. In its final response, the landlord confirmed that the case had been presented its internal panel. However, it is not clear when the presentation had taken place and by the time the landlord issued its stage three and final response on 4 November 2020, 20 months had passed since it had escalated the complaint. This was an excessive amount of time for the resident to be provided with the landlord's final response and resulted in significant and unnecessary distress and inconvenience to the resident as well as an unreasonable delay in the resident being able to bring her complaint to this service to consider.
104. The landlord also failed to address a number of the concerns raised by the resident, including that she had reported problems with the contractor, and even ordered one of the contractors out of her house and had issues with the "liaison officer", it is not clear who this is referring to, who had not communicated very well with her.
105. When failings are identified, the Ombudsman's role is to consider whether the redress offered by the landlord has put things right and resolved the resident's

complaint satisfactorily. This is in accordance with the Ombudsman's Dispute Resolution Principles (DRP): to be fair, put things right and learn from outcomes.

106. In its final response the landlord apologised for the length of time it had taken to reach a conclusion and offered the resident £500 for her time and trouble and £150 for its complaint handling failures
107. The landlord acknowledged that it was not made clear to her that the subsequent repairs should have been reported via the usual channel for reporting repairs, and not included in the existing complaint.
108. The landlord also acknowledged that the residents case had not been managed effectively by its Customer Care team, stating that this was most likely as a result of staff turnover and the resident's case being reassigned to several different Complaints Officers. To resolve this the landlord said it was running a pilot to try a new way of working, including that complaints would be dealt with by regional teams, to enable complaints to be handled in a more efficient and customer friendly manner. It was trialing a two stage complaints process, with each directorate having accountability earlier in the complaints process, meaning that the ownership of a complaint is established as soon as the complaint is received.
109. Whilst the landlord's acknowledgement of its failures and the steps it proposed to address these going forward went some way to providing redress to the resident, there were excessive delays between the stages, and explaining to the resident that it was piloting a new approach was far from an adequate demonstration that it had learnt lessons arising from her specific case. The £150 compensation offered was also inadequate for the level of maladministration identified in this report. An order has therefore been made for the landlord to pay the resident a further £400, bringing the total compensation for its complaint handling failures to £550.

Determination (decision)

110. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in respect of its response to the resident's report of a leak and subsequent repairs to the kitchen.
111. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord in respect of the resident's reports of multiple repairs to the property including to the bathroom, window seals, guttering, front door, front gate, paving, toilet pan, back box on plug socket, checking tank in loft for leaks, bathroom fan, pendock piping panelling and to seal holes in wall

112. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its response to the resident's reports of an infestation of mice and damage caused.

113. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in respect of its handling of the resident's vulnerabilities, health and welfare concerns.

114. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its handling of the associated complaint.

Reasons

115. There were significant failings by the landlord in respect of all the elements of this complaint, most especially to the resident's vulnerabilities, health and welfare concerns.

116. Whilst many of these failings were acknowledged by the landlord in its final response, given the level of these failings, and the lack of fairness shown to the resident, the landlord's apology, offer of £650 of compensation and the steps the it said it was taking to find new way of working to enable complaints to be handled in a more efficient and customer friendly manner, was not sufficient to resolve the complaint.

117. As a result findings of severe maladministration have been made with respect of pest control and complaint handling and a finding of maladministration has been made with regards to how the landlord handled the resident's vulnerabilities. A finding of service failure has been made in relation to how the landlord handled all the repairs considered in this report.

Orders

118. That within 28 calendar days of this report, the landlord is to pay the resident a total of £3,650 compensation, made up as follows:

- a. The £500 previously offered by the landlord for the resident's time and trouble, if this has not already been paid.
- b. £500 for the distress and inconvenience caused by the failures with regards to the installation of her new kitchen.
- c. £500 for the distress and inconvenience caused by the excessive delays in the landlord addressing the additional repairs reported.
- d. £600 for the distress and inconvenience caused by its failure to take timely steps to address the recommendations made by its pest control contractor.

- e. £1,000 for unnecessary distress and upset caused to the resident as a result of the period of almost two years, during which the landlord failed to take any meaningful action to help support her.
 - f. £550 for its complaint handling failures, this is inclusive of the £150 previously offered by the landlord if this has not already been paid.
119. The landlord has also been ordered, within 28 calendar days of the date of this report, to:
- a. Provide the resident with an apology from a senior director.
 - b. To meet with the resident to discuss her needs and how the landlord might respond to those needs in the way they provide services and communicate with her.
 - c. To agree a plan of action with the resident for any repairs that have been referred to in this report and remain outstanding to be completed. This is to include timeframes and an agreement about how appointments are to be booked and confirmed.
 - d. Carry out a senior management review to be conducted into the case to identify any additional learning and improvement, specifically in relation to (a) its pest infestation policy and actions and (b) how it responds to the needs of its vulnerable residents and has due regard to its obligations to ensure that similar situations do not occur going forward. The appropriate governing body is to be provided with the outcome of this review.
 - e. Confirm that it has complied with all of the above orders.