

Housing

Ombudsman Service

REPORT

COMPLAINT 202014249

Lambeth Council

28 February 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:
 - a. Response to the resident's reports of an alleged illegal structure built by the neighbour in the back garden and associated staff conduct.
 - b. Response to the resident's reports of an insecure fence.
 - c. Response to the resident's reports of outstanding repairs at the property.
 - d. Complaint handling.

Background and summary of events

2. The Tenancy agreement says that the resident must get the landlord's written permission before they put up a shed, porch, fence or any similar structure in their garden. If the landlord gives them permission, they must then maintain and look after the structure.
3. The Tenancy agreement also states that the resident must let the landlord's officers and contractors carry out repairs and inspections. Additionally, where it is "reasonably necessary" for the property to be empty for the landlord to carry out any works, the resident must give it access by moving into temporary accommodation. The landlord will provide them with temporary accommodation which is reasonably suitable to their needs.
4. The landlord's repairs policy deals with repairs in five priority groups where repairs in priority one are dealt with in 24 hours as an emergency and repairs in priority four are dealt within 30 days as a routine.

5. The landlord's compensation policy states that it may award compensation for any service failure in relation to its repairs obligation. It may also consider compensation for time and trouble in pursuing a complaint, which is usually between £50 and £250, depending on the failures.
6. The landlord's Housing Management Complaints Policy (the complaints policy) has two stages. At both stages the landlord aims to respond within 20 working days.
7. The Complaints Policy says that where a complainant chooses to pursue their complaint through a solicitor, threatens legal action or takes legal action about an issue, the landlord will normally refer the matter to their solicitors and deal with the matter outside of the complaints policy process.
8. The resident is a secure tenant of the landlord, which is a local authority. The tenancy commenced in October 2017. The property is a converted one bedroom ground floor flat. The resident has vulnerabilities related to their mobility.
9. In November 2017, before the resident moved into the property, the garden was divided in two parts and fenced. As there is no other access to the further part of the garden than through the resident's garden, the further part is not in use.
10. In December 2017, the resident raised issues with a toilet leak and drainage blockage, back door lock and that no paint pack had been provided for decoration as promised at the beginning of the tenancy. There were also some additional cleaning issues not part of this investigation.
11. For the period 12 December 2017 until 30 April 2018, the resident raised on seven separate occasions a reoccurring issue of the toilet leaking related to the drains being blocked.
12. On 7 June 2018, the resident asked the landlord for the reason why it had put up a fence and split the garden. She also reported to the landlord that the back of the garden was not maintained, was infested and people had been throwing rubbish.
13. Also on 7 June 2018, the resident raised concerns about mould and damp, and again requested the paint package.
14. For the period 17 August 2018 until 4 October 2018, the resident raised:
 - a. Twice, the issue with the drainage (jobs were raised but the outcome was not noted).

- b. Three times the issue with decoration and paint required as promised at the beginning of her tenancy. There is no note on the outcome.
15. On 4 October 2018, the resident raised a complaint about the condition of the unused garden and asked for a key to the gate that separated the two parts of the garden.
16. On 25 October 2018, the resident raised concerns about the landlord's responses to her reports of works required to doors, wet rooms, garden and the fence being too low. She said:
- a. Each time, she had been promised works to be completed on the next day and this had never happened.
 - b. She had vulnerabilities and would like this taken into account.
 - c. She wanted a response in writing.
17. There is no evidence of the resident's request being responded to.
18. The landlord's records show that on 15 November 2018, there was a cancelled inspection due to access problems.
19. On 1 February 2019, there was another cancelled inspection with a note that the housing officer was due to visit on 13 February. There is no evidence of the housing officer visit.
20. There were further jobs raised for the toilet issues in April 2019, but the outcome was unclear.
21. In April 2019, the resident through her legal representative, raised concerns about repairs required at her property which she had reported back in 2017. These were mould and damp to the walls, rear door not secure, fence being too low and drainage causing issues with the toilet.
22. The issues were dealt with by the landlord's legal team as a disrepair case and a planned inspection to the property was cancelled due to this.
23. On 3 June 2019, under the instructions of the resident's solicitor, an independent chartered surveyor issued a disrepair inspection report, which included a number of works to be carried out related to:
- a. damp and mould at the kitchen, bedroom and lounge, which was diagnosed in the specialist damp report and noted as caused by structural issues – a failed damp proof course, old chimney, blocked air bricks;
 - b. repairs to the bathroom;
 - c. repair to rectify and decorate some holes in the walls and ceilings;

- d. minor repairs to the garden fence, rear door and the drains blockage.
24. The surveyor said in their report that there was no need for the resident to vacate the property to enable the works, although a degree of inconvenience would be caused to the resident.
25. The landlord agreed to carry out necessary works identified in the independent surveyor's report. On 19 August 2019, it provided a repairs work order to the resident's solicitor and offered to decant the resident due to the nature of the repairs. The landlord raised the following works:
- a. Make good and decorate holes to the ceiling.
 - b. Overhaul rear lounge door and rectify locking.
 - c. Remedy kitchen decoration from previous leaks.
 - d. Supply keys for secure locks to windows
 - e. Following investigation and remedial works to damp and mould to make good decoration and reinstate.
 - f. Reinstall missing disabled seat in bathroom.
 - g. Replace missing tiles and brickwork.
26. The resident refused to be decanted because she was concerned that:
- a. The landlord would not return her to the same property.
 - b. Moving property would cause her additional inconvenience due to her disability.
27. Despite her refusal to be decanted, on 2 September 2019, the solicitor closed its file on the case. The solicitor explained to the resident that the landlord had agreed to carry out all the works as per the independent surveyor's reports and in addition, some works to the front door of the property. There was no longer a dispute in relation to the outstanding works and as a decant was necessary, it was only left for the resident to liaise with the landlord to arrange it in order for the works to commence.
28. The solicitor also informed the landlord it was closing the file without any further discussion of the decant issue.
29. However, the landlord found at a later stage from the resident that she did not want to be decanted. This Service has seen no evidence of this communication.

30. In September 2019, the resident reported that she felt her fence was too low and had seen her neighbour jumping it. The police would not take any action as there was no further evidence.
31. In October 2019, the resident reported that she had further issues with the locks of her front and rear doors and felt they were not secure. The resident was also dissatisfied with the housing officer who had visited the property, had found no issues with the fence and only had made comments about the maintenance of the garden. She said that he had been inconsiderate of her disability in expecting her to maintain the hedges.
32. One year later, in October 2020, the resident noticed an alleged illegal structure in the further part of the garden raised by the freeholder neighbour. There is no evidence on file of the resident's reports or the landlord's responses.
33. On 15 February 2021, the resident copied this Service into her correspondence with the landlord in relation to the ongoing issue related to the alleged illegal structure. The resident said that she had reported this numerous times and had not received any response. She wanted to make a complaint.
34. The landlord in an email of 17 February 2021 explained that it had investigated the issue and inspected the neighbouring property. It could not see a structure in the garden and also could not find any structure on the photos the resident had sent.
35. The resident wrote back on same day, copying in this Service. She said:
 - a. She would like the landlord to respond to her formal complaint after it carefully looked into the photos where she had highlighted the structure in the second part of the garden.
 - b. She wanted confirmation and evidence from the land registry as to which property the land in the back of the garden with the structure belonged.
 - c. She would appreciate if the landlord checked its records for the many attempts she had tried to raise her concerns.
36. The resident contacted this Service again to ask for assistance with the formal complaint and to raise some additional issues she had experienced related to repairs at her property and the fence.
37. On 7 April 2021, this Service contacted the landlord and asked it to provide a response to the resident on:

- a. Her reports of the illegal structure and answer to which property the land where the structure was belonged.
 - b. Its handling of the resident's reports of fence not being secure and her requests to put up a higher fence that would stop her neighbour from entering the garden.
 - c. Its handling of the resident's reports of outstanding repairs related to black mould and damaged doors.
38. This Service chased further response from the landlord in June 2021 and July 2021.
39. In July 2021, the resident emailed to this Service. She said:
- a. Her neighbour had similar issues and had been advised by the Ombudsman not to provide access to the landlord. The resident was unsure of how to approach the landlord's attempts to gain access but she felt she had to provide the access being on the ground floor.
 - b. She did not want to be decanted. This would cause her additional inconvenience due to her mobility issues and she was afraid the landlord would not let her return to the property as "it threatened her already many times" with a transfer.
 - c. The independent surveyor's report stated that the works could be completed without the need for the resident to vacate the property.
40. On 2 August 2021, the landlord carried out a visit to the property. There is no evidence or any internal notes related to the inspection.
41. The landlord responded at stage one on 3 August 2021 and said:
- a. Following its visit to the property, it confirmed there was no structure on either side of the garden. It provided photos.
 - b. The landlord had found during the visit no issues with the fence, particularly no damage or missing slats. It did not address the height of the fence.
 - c. With regards to repairs, it admitted it should have kept the resident informed and apologised.
 - d. Its repairs team had made a number of attempts to contact the resident or gain access but they had not been successful.
 - e. Works were extensive and therefore a decant was required so that the contractors were able to successfully treat the damp and mould.
 - f. It had intention to rectify the outstanding repairs and would contact the resident to further explain what the decant involved.

42. With the assistance of this Service, the resident escalated the complaint on 9 August 2021. She said:
- a. The structure reported was not inspected properly and the member of staff that came to inspect was disrespectful.
 - b. The fencing was not secure given her previous experience with people entering her garden. She requested a higher fence to replace the low picket fence.
 - c. She agreed repairs at the property were necessary but did not want to be decanted as she was afraid she would not be able to return to the property.
43. The landlord acknowledged the escalation request and stated it would provide a response by 17 September 2021. On the date, it responded at stage two and said:
- a. It confirmed its position in relation to the alleged illegal structure and the fence.
 - b. It had investigated the matter with the Neighbourhood officer and he had denied being disrespectful. Without any further evidence, it was unable to follow on the issue further but it asked its officers to conduct future visits in pairs.
 - c. With regards to the repairs, it considered that due to their nature, the resident was required to be decanted. The resident should contact its disrepair team directly as it had found a suitable property. The landlord's "understanding" was that as a secured tenant, the resident should be able to return back to her property after the works were completed.
44. The resident formally brought the complaint to this Service on 12 November 2021. The resident said that:
- a. She was dissatisfied with the landlord's explanation and investigation of her reports of alleged structure raised by her neighbour. The structure was in the back of the resident's garden, in the unused part rather than in the neighbour's garden. She wanted to know to which property this land belonged.
 - b. She would not like to be decanted as this would cause her additional inconvenience due to her mobility and anxiety. She was also afraid she would not be allowed back to her property and the landlord's "understanding" did not give her sufficient confirmation that she would return following the completion of the works.

- c. She provided again a copy of the independent surveyor's report which had found no need for the property to be vacated in order for the works to be carried out.

45. During the course of the investigation, the landlord said:

- a. It had contacted the resident in February 2022 to explain that the piece of land at the back of the garden belonged to the landlord. Whilst the resident did not have any interest in the land, it would liaise with its Leaseholder department to make sure the land was not taken by others.
- b. It had raised a job for a higher fence to be installed in the garden.
- c. It had liaised with its contractors to find out whether the works could be carried out while the resident stayed at the property and in February 2023 confirmed that this was possible.
- d. It had cancelled the jobs which were raised as part of the legal case in the work orders from 2019 and raised new jobs for the necessary works to damp and mould, back door, drainage and brick work to be completed initially in January 2022.
- e. It confirmed in 2023, that the works were still outstanding and that it has made arrangements to carry them out and started some.
- f. The officer who was allegedly disrespectful was no longer working for the landlord and the landlord apologised if their action had caused any upset.

Assessment and findings

46. In reaching a decision about the resident's complaint we consider whether the landlord has kept to the law, followed proper procedure and good practice, and acted in a reasonable way. Our duty is to determine complaints by reference to what is, in this Service's opinion, fair in all the circumstances of the case.

The landlord's response to the resident's reports of an alleged illegal structure built by the neighbour in the back garden and associated staff conduct.

47. It is not disputed that the land where the resident's garden is situated has been split into two parts and separated by a fence. As access to the further part of the land was only available through the resident's garden, the other part was left unused. There is evidence that the resident asked the landlord in June 2018 for information on why this had been done and how it would maintain it. However, there is no evidence that it ever responded to this.
48. As set out in the landlord's internal documents, the separation of the land happened following the start of the resident's tenancy and before her moving

in. Whilst it happened before the tenant moved in, it was still after the start of the tenancy. Hence, it would have been reasonable for the landlord to provide information as to why this decision was made and how it planned to maintain the unused garden.

49. Due to this lack of clear communication, when the resident raised the issue with the alleged illegal structure in the unused part of the land, confusion was caused. This was related to where the structure was and who was responsible for maintaining this part of the garden.
50. Following the resident's reports of the alleged illegal structure in October 2020, the landlord inspected the garden and responded in February 2020. Whilst it slightly delayed its action, it took reasonable steps to investigate the reports. It engaged with the resident and provided photos of its visits. This was a reasonable and resolution orientated approach.
51. There is no evidence related to the landlord's investigation of the staff conduct issue or of any provided by the resident. However, the landlord stated in its response that it had raised the issue with its officer and the officer had denied being disrespectful. As there was no further evidence available to the landlord, it was reasonable that it did not pursue the issue any further.
52. For the above reasons, and particularly due to lack of communication about its decision to split the garden in two parts and who was responsible for the maintenance of the unused part, there was service failure in the landlord's handling of the resident's reports of an alleged illegal structure in the back of her garden. An order is made in relation to the landlord's communication and the maintenance of the unused garden.

The landlord's response to the resident's reports of an insecure fence

53. As set out in its policy, on a resident's request, the landlord will consider providing a permission for the resident to raise a fence. However, the Tenancy agreement is silent as to who is responsible for maintaining the fence or whether the landlord has any obligation to install a higher fence.
54. The landlord's initial understanding was that the resident requested repairs to the fence. It inspected the property and found there was no need for repair. This was reasonable.
55. The landlord did not explore the low fence to the adjoining property reported as being a secure issue, but rather looked at what repairs were required to the fence. Whilst the landlord had not demonstrated initially its understanding of the resident's request, it did not have any obligation to replace a functioning but low fence with a higher one.

56. For the above reasons this Service found no maladministration in relation to the landlord's response to the resident's concerns of an insecure fence. It is noted following the Ombudsman's involvement, the landlord have offered to install a higher fence and a recommendation is accordingly made.

The landlord's response to the resident's reports of outstanding repairs at the resident's property.

57. The works related to damp and mould, repair to the back door, drainage and toilet were raised somewhere at the end of 2017 and the beginning of 2018. There is evidence that the resident reported multiple times some of the issues like drainage and door repairs. The resident tried to raise them as a formal complaint in October 2018 initially, but there is no evidence that they were responded to under the landlord's complaint process. This was not appropriate.

58. It is noted that the resident appointed legal representative to pursue the landlord to complete those works. The legal disrepair proceedings were discontinued due to the legal representative being satisfied that the landlord agreed to complete the works in 2019 and they dropped the case and closed their file . There is no evidence that an attempt was made for a financial settlement.

59. However, works were not completed and were raised again under the landlord's complaint process in 2021. At this stage, it would have been reasonable for the landlord to properly explore what the reason was for the works being delayed for such a considerable time.

60. It admitted in its complaint responses that the works were outstanding and explained that the reason was an issue with access and the resident refusal to be decanted.

61. The Tenancy agreement says that the landlord will consider whether it is "reasonable necessary" to offer a decant. In normal circumstances, the Ombudsman would advise landlords to provide temporary accommodation when there are excessive works planned at the property and the resident would be considerably disturbed. It is also noted that the landlord made an effort to offer the resident a suitable decant on a couple of occasions.

62. However, in this case, the resident had clearly stated a number of times that she did not wish to be decanted due to her mobility issues and her concerns that she would not be able to return to her property. Additionally, the independent surveyor's report said that the repairs could be carried out without the need for the property to be vacated. Hence, it would have been reasonable for the landlord to consider at an earlier stage the resident's

request not to be decanted, given her vulnerabilities. This was not done and as such it has unreasonably delayed the repairs.

63. The Ombudsman recommends in its Guidance for Landlords on Disrepair Claims that the landlord continues with the inspections and works even after its receives correspondence commencing the protocol. Where a resident has been advised by a solicitor to deny access to complete the repairs, the landlord should consider alternative methods of gaining access, such as seeking an injunction. It would be reasonable to consider such methods when a solicitor is not involved. The landlord, however, did not take such a proactive approach in order to resolve the repairs and failed to carry them out for over five years.
64. Furthermore, the landlord admitted that the repairs remained outstanding for the present although it was committed to carry them out. It also confirmed that there was no need for a decant. This evidences that it was possible all along to do the repairs without a decant which the landlord failed to even consider.
65. When there are failings by a landlord, as is the case here, the Ombudsman will consider whether the redress offered by the landlord (apology, compensation and details of lessons learned) put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this the Ombudsman takes into account whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles; be fair, put things right and learn from outcomes. This service will also consider the resulting distress and inconvenience and the resident's circumstances will be taken into account.
66. The landlord did not put things right as:
 - a. It did not carry out the works agreed in 2019 and reported in 2018 for a period of about five years.
 - b. It did not offer a compensation for the delays in carrying out the repairs.
67. The landlord acted fairly by apologising for "the services provided" and attempted to find a suitable decant. However, it was not fair that the landlord focused on offering a decant rather than considering the resident's request, circumstances and assessment of the work disturbance. It would have been fair and reasonable for the landlord to take a proactive approach to resolve the access issue and complete the works when they were initially identified as being required in 2019. Instead the landlord failed to effectively deal with the situation and this caused considerable delays of over five years.
68. For the landlord's failures in the above paragraphs, there was severe maladministration in its handling of the repairs. Compensation to reflect the

impact on the resident and the delays in repairs has been ordered, along with an order for any outstanding works to be inspected and completed.

69. When considering compensation, this Service takes into account the impact on the resident and the length of time the issues have been experienced. The resident has mobility issues and is vulnerable. For five years, she lived at a property, which required works to damp and mould, secure doors and drainage. It is recognised that she experience additional inconvenience caused by the landlord failure to consider her request for the works to be completed without being decanted.

70. For the above reasons the compensation is as follows:

- a. £3050.00 for the delays in carrying out the repairs for just over five years, based on £50 per month, which is approximately 10% of the average cost of rent for a one bedroom flat.
- b. £2000 for overall inconvenience and distress caused to the resident by the delays in the landlord's handling of the repairs, given her vulnerabilities.

The landlord's complaint handling

71. There was maladministration in the landlord's handling of the resident's complaint, because:

- a. It delayed considerably its stage one response. The resident raised her concerns about the structure in the unused part of the garden in February 2021. This Service contacted the landlord on 7 April 2021 to raise the repairs and the fence issues. Despite chasing the landlord on two more occasions, it did not provide a formal response for six months following the initial request and over four months after the Ombudsman's involvement. This was inappropriate and not in line with the landlord's policy.
- b. In its responses, the landlord failed to identify its mistakes related to delays in repairs or to explore whether a decant was necessary in those circumstances. As such it missed an opportunity to learn how to avoid similar situations in future, particularly related to access and decant issues.
- c. Its housing complaint policy is not in line with the Ombudsman's Complaint Handling Code:
 - i. The Complaint Handling Code says that a complaint response at stage one should be provided within 10 working days, and the landlord's policy allows 20 working days.
 - ii. The Complaint Handling Code says that the resident can have a representative without specifying whether it could be a solicitor. The landlord's housing management complaint policy states that a

complaint may not be considered under its complaint policy if the resident “threatens it with legal action” or appoints a solicitor.

- iii. In accordance with its housing complaints policy, the landlord transferred the issues to its legal team. However, the Ombudsman’s view is that a matter does not become ‘legal’ until proceedings have been ‘issued’. The issuing of proceedings involves filing details of the claim, such as the Claim Form and Particulars of Claim, at court. The landlord should not disengage from the repairs and the complaints process even when it receives correspondence initiating the pre-action protocol. This is further explained in the Ombudsman’s New Guidance for Landlords on Disrepair Claims.

Determination (decision)

72. 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 outstanding repairs related to damp and mould, damaged door and blocked drains at the resident’s property.
73. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration by the landlord in respect of its complaints handling.
74. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure by the landlord in respect of its response to the resident’s reports of alleged illegal structure raised by the neighbour in the back of the property garden and associated staff conduct.
75. In accordance with paragraph 54 of the Housing Ombudsman Scheme there was no maladministration by the landlord in respect of its response to the resident’s reports of insecure fence.

Reasons

76. The landlord did not carry out the repairs reported back in 2018, agreed and raised as orders in 2019 for over five years. They are still outstanding. It failed to consider whether the works could be completed without the resident being decanted given her vulnerabilities.
77. It was not proactive in finding a resolution for carrying out the repairs. As such it has considerably delayed them and did not offer a compensation for its failures.
78. It delayed its stage one response and failed to recognise and address its mistakes in the repairs handling and complaint handling, as such to learn from the outcomes.

79. The landlord's complaint handling is not in line with the guidance of the Ombudsman's CHC related to response times, representative and legal disrepair.
80. Whilst the landlord's communication in relation to splitting the garden in two parts and the maintenance of the unused part was poor, it had taken reasonable steps to investigate the resident's reports of the structure in the back of the garden and the staff conduct. It inspected the property on a couple of occasions and took photos. It talked to its members of staff and agreed that future visits would be in pairs.
81. As set out in the tenancy agreement, the landlord has no obligation to install a higher fence. Despite confusion about what the resident's request was, it offered to replace the fence with a higher one at a later stage as a good will gesture.

Orders

82. The landlord is ordered within four weeks of the date of this report to carry out a management review of this case to identify learning and to provide this Service and the resident with a summary of the review setting out what went wrong and the steps it will be taking to ensure that the failures are not repeated. The management review should include:
- a. A review of its Housing Management Complaints policy to respond to the Ombudsman's CHC's guidelines and self- assessing again against the CHC in light of this case. In case the landlord is unable to comply within the four weeks timeframe, it should provide an action plan of steps it will take to ensure the timescales of its complaints responses at stage one and two are compliant the Ombudsman's CHC. The landlord should make sure compliance with the CHC is achieved within the next three months.
 - b. Staff training in line with the Ombudsman's CHC and recommendations as per the "New guidance for landlords on disrepair claims" from November 2021. It explains landlords should not disengage from repair issues or complaint investigations until court proceedings have been issued and should consider a more proactive method when there is an access issue.
 - c. A review and learning it would take in relation to monitoring outstanding repairs, particularly related to damp and mould.
 - d. Staff training in order to give consideration to issues raised by vulnerable tenants.
83. The landlord is ordered within four weeks of the date of this report to inspect the property, and within two months of this report to complete the required works. The landlord should write a report to the resident and provide a copy to

this Service of the outstanding issues, and a plan of action. This should include, if not completed already:

- a. Make good and decorate holes to the ceiling.
- b. Repairs to front and back doors.
- c. Remedy kitchen decoration from leaks.
- d. All works recommended in the specialist damp and mould report, including make good decoration and reinstate.
- e. Reinstate missing disabled seat in bathroom.
- f. Replace missing tiles and brickwork.
- g. Rectify toilet leak and drainage blockage.

84. The landlord is ordered within four weeks of the date of this report to apologise for the failures identified in this report.

85. The landlord is ordered within four weeks of the date of this report to pay the resident compensation totalling £5200. This is comprised of:

- a. £5050 for the distress and inconvenience experienced by the resident whilst living at the property caused by the landlord's handling of the resident's reports of damp and mould and repairs at the property.
- b. £150 for the time and trouble and distress and inconvenience incurred by the resident as a result of its complaint handling failures.

86. The landlord is ordered within four weeks of this report to provide clear information of how it plans to maintain the unused part of the garden.

Recommendation

87. The landlord is recommended, if it has not done so already, within four weeks of this report, to install a higher adjoining fence.