

Housing

Ombudsman Service

REPORT

COMPLAINT 202217568

Tower Hamlets Homes

26 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. The complaint relates to:
 - a. The landlord's handling of a leak from a neighbouring property and the resulting damp and mould.
 - b. The landlord's handling of the complaint including the request for compensation.

Background and summary of events

2. The resident has occupied the property, a two bedroomed ground floor flat, with her two children, on a secure tenancy since 7 September 2020. The resident is disabled and says she is prone to chest infections and pneumonia.
3. The resident reported a leak affecting her property, on 16 August 2022. The landlord sent a contractor to the property that day and the works report says it traced the leak to the property upstairs. There were water stains under the bath in the upstairs property but the washing machine pipe was under the floor and when the contractor asked the neighbour to put it on to test it, they refused.
4. On 26 August 2022, the landlord arranged a follow up visit to the property on 30 August. However on 30 August, the resident contacted the landlord and explained no-one had attended the property that day, as they were supposed to. She received a text message saying an operative would be arriving between 10:30am and 2:30pm, but no-one arrived. She then received an update saying someone would be at the property at 2:30pm and they were 20 minutes away, then received a text message saying an operative would arrive between 2:30pm and 6:30pm; but no-one came. She was unhappy that she had to call several

times to ask what was happening and that she had waited in all day. She said every day the water marks on her ceiling and walls were getting worse and she could hear dripping behind the walls. The ceiling and paintwork were damaged, as was the laminate floor. She said she wanted to escalate her complaint.

5. The landlord acknowledged the complaint on 1 September 2022, and said it would contact her in the next two days to say who would be handling the complaint. It said “they will see if there is something we can do to put things right quickly without the need for an investigation or a formal written response. Then they will write to you to confirm the agreed resolution and will track your case to make sure we keep our promises”.
6. The landlord has a note to say it tried calling the resident on 5 September 2022, but there was no reply. An email was then sent instead. The email said “Please accept this email as receipt of your stage 1 complaint. We will begin an investigation immediately and provide you with relevant updates and a written outcome within the allotted time. I am also aware there was a query submitted for this matter previously and you asked to escalate this. However as this was a query and not a complaint we are unable to do so, instead we are now dealing with this matter as a stage 1 complaint.”
7. The resident responded to this on the same day, and explained she had submitted a complaint online and received an acknowledgement on 1 September. Therefore, she did not understand why that had been missed.
8. The landlord apologised the same day. The person who responded said they had enquired about what happened and had been advised a query had been logged rather than a complaint. It apologised for any inconvenience.
9. On 13 September 2022, after several attempts at trying to contact the neighbour, the landlord sent a ‘leak process’ letter. Its record at the time details the neighbour refused access the same day.
10. On 14 September 2022, the landlord sent its stage one response to the complaint, from the Repairs Team. It said the resident had complained about a leak that was affecting her property had received conflicting information by text regarding an appointment to deal with it. It provided a summary of its investigation into the leak on 16 August, including that the neighbour had refused to allow the washing machine to be tested. It said it needed to seek co-operation from the resident before considering enforcement action if required. Another job was raised on 26 August 2022 and the contractor attended on 30 August, but was not granted access by the neighbour and this was the source of the text message sent to the resident. It said the appointment was rearranged but it apologised for not contacting her sooner regarding that, as the contractor was on

another repair. To remedy that an appointment was missed, it sent a £30 voucher to the resident on 15 September 2022.

11. The landlord said it was sorry for the issues it was having accessing the neighbouring property and the impact it was having on her, but the neighbour was insistent that there were no leaks within their property. Therefore, the landlord said it had commenced its formal Leaks Process which meant formally contacting the resident to demand access. It said, “ultimately if this is not provided on a voluntary basis, we can escalate to the Housing Officer and embark on an enforcement route.” It apologised for the inconvenience and difficulty she had experienced as well as frustration.
12. The landlord went on to say the further delay was regrettable but necessary, that “enforcement is always a last resort, when other options have been exhausted. Every possible step will be taken to ensure this is addressed correctly and with urgency.” It gave details of the person who would oversee the work and make sure it was completed to a good standard and that they would remain her point of contact until the repair was complete. The resident was advised that if she remained unhappy, she could escalate her complaint to stage two. The landlord made a note to update the resident by 5 October 2022.
13. On 18 September 2022, the resident thanked the landlord for the offer of £30 but said she was not satisfied her complaint had been addressed. She said she had sent in details of damage caused by the continuous leak and attached photos. She said the paint work on the walls, ceiling and laminate flooring had been damaged which she wanted compensation for. Therefore, she wanted the complaint escalated to stage two.
14. The landlord emailed the resident on 20 September 2022 to say a contactor would be visiting the neighbour’s property. Its records say, “bath tub plug is loose underneath taps. needs new part. check pictures”.
15. On 26 September 2022, the landlord emailed the resident and said, “I am writing to you regarding my voicemail I left you earlier today concerning your request to escalate your recent complaint to Stage 2. I wondered if you would be agreeable to putting an action plan together without the need for an escalation, or if you prefer to escalate straight to stage 2.” No evidence of a response has been provided.
16. The landlord arranged to attend the neighbouring property on 28 September 2022.
17. The resident emailed the landlord on 6 October 2022, chasing an update in relation to her complaint and said she could still hear dripping; but, no response was received.

18. On 19 October 2022, the landlord emailed the resident and apologised for the delay in responding to her at stage two of the complaints procedure, as she should have received a reply the day before. It said it hoped to respond by Friday 21 October. It also said it would arrange for an insurance form to be sent to her, to claim for damaged property.
19. The same day, the resident emailed the landlord and said she had been unable to get hold of anyone, and in her view, the repair was not complete as she could still hear dripping and the wall was still damaged. She said no attempt had been made to repair the plaster. Therefore, her complaint was not resolved, and she would escalate further as she was not happy with the outcome. She said that, while she appreciated an insurance form, she wanted the leak to be fixed.
20. On 21 October 2022, the landlord sent its stage two response to the complaint. It acknowledged there had been an ongoing leak since 16 August 2022 that had damaged the ceiling, walls and laminate flooring in the property; that the resident wanted the leak to be fixed and compensation for the damage. The landlord said the contractor visited the neighbour on 20 September 2022 and identified a defective part on the bathtub that needed replacing. However, the contractor was unable to get access to the neighbour's property on 28 September and 6 October 2022. An appointment had since been made for the contractor to replace the part at the neighbour's property on 24 October 2022.
21. The landlord apologised for the delays and said once the leak was resolved, an appointment would be arranged for the contractor to make good the affected areas, and a works order had been raised for that. In terms of the flooring, the landlord said if the resident felt damage had been caused due to its or the contractor's negligence, she could make an insurance claim for compensation. It provided details of where the resident could find information and a digital copy of the claim form.

Events after the complaints procedure

22. The resident emailed the landlord on 25 October 2022, chasing an update on the repair. The landlord responded on 27 October and informed her that the 24 October appointment had not taken place. It apologised and said it would chase the contractor for another appointment. The resident responded the same day and explained the repair should be looked at urgently, as the water mark was spreading across her ceiling. She said she chased the landlord on 31 October, for an update, but received no reply. The landlord records that the leak to "the pop-up waste" was repaired on 31 October 2022.
23. On 10 November 2022, a decorator attended the resident's property, but could not do the repair work as the property was still drying out. The resident chased the landlord for an update on 10 and 22 November 2022. On 24 November, she

received an email from the landlord saying it had chased the contractor and would update her.

24. The landlord has confirmed that a contractor called at the resident's property on 28 November 2022 without notice, and was unable to gain access. The resident says she came home to find someone had attended and left a card saying an appointment was rescheduled for 21 December 2022.
25. The resident says she called the landlord on 28 November, to find out why someone had attended, and was on the call for over 50 minutes. The landlord has no record of this call. The resident says that during the call, she was told a decorator had attended as the leak had been fixed. She says the landlord told her to clean black mould herself, but she couldn't as she was in a wheelchair. The resident said she reported that there was still dripping in the walls, so an appointment was made to investigate the ongoing source of the leak, which she said was causing damage to her ceiling, for 8 December 2022. However, it was cancelled and changed to 9 December, without her knowledge. The landlord has confirmed it has no evidence to show the resident was told that the appointment had been changed.
26. On 9 December 2022, the resident says the contractor tried to get access to the neighbour's property, but was unable to. The resident says she called the landlord on 9 and 12 December and was told someone would call her back, but no-one did.
27. The landlord sent a letter to the neighbour on 4 and 17 January 2023, as a contractor had attempted to visit the property to source the leak. It explained it needed access to the property in order to investigate the leak, and it was vital that access to the property was gained as soon as possible. It said that if it did not hear anything, it would consider applying to court for an injunction order.
28. The resident says when she called the landlord on 30 January 2023 to find out what was happening, she was told the case was closed and she needed to raise a new repair. She says she was told the leak had been fixed, but she told the landlord that she could still hear dripping.
29. However, an appointment was made for 17 February 2023. The resident says a contractor attended and went to look at the neighbour's property, and she did not hear back. The landlord's record says a contractor attended the resident's property due to a possible leak, but the contractor was unable to gain access to the neighbour's property. On 20 February 2023, the landlord's records show a contractor attempted to access the neighbour's property again, but was unsuccessful.

30. The resident says she called the landlord twice on 21 February 2023 to find out what was happening, but was kept on hold and could not speak to anyone.
31. On 17 April 2023, the landlord's records show it called the resident, and arranged for a contractor to attend the property on 3 May 2023. The landlord has said that it replaced the neighbour's flooring throughout on 18 April 2023 and has told this Service that the final repairs took place on 19 April 2023. On 3 May 2023, a mould wash was done at the resident's property and when the landlord attended the resident's property on 23 May 2023 there was no evidence of a leak.
32. The landlord has provided evidence of having paid the resident £700 compensation on 18 May 2023, in recognition of her vulnerability, the inconvenience and delay in addressing the works. The compensation was calculated on the basis of it taking 35 weeks for the leak to be resolved and the landlord paying the resident £20 per week.

The landlord's obligations, policies and procedures

The Tenancy Agreement and relevant statute

33. The Tenancy Agreement confirms the landlord has a responsibility to keep in repair the structure and exterior of the property.
34. The Housing Health and Safety Rating System (the HHSRS) is concerned with avoiding or, at the very least, minimizing potential hazards. Under this rating system the landlord has a responsibility to keep a property free from category one hazards, including damp and mould growth. The landlord has a responsibility to ensure properties are free of category one hazards for damp and mould this means taking preventative measures that could have a significant effect on likelihood and harm outcomes relating to moisture production and ventilation including damp proof courses and ensuring that the external fabric of the building is kept in good repair and that the roof and under floor spaces are well-ventilated to ensure timber remains air dry.

Policies and procedures

35. The landlord's Complaints Policy and Procedure says it must phone the complainant within 48 working hours to find out what the issue is that they are unhappy about, what they would like to be done to resolve the matter and a timescale within which it should be resolved. It should aim to resolve the complaint as quickly as possible and within its specified timelines. Where a complaint can be resolved within five working days without the need for an investigation (subject to agreement from the complainant), the resolution will be confirmed in writing, using the Stage 1 template but amending accordingly. These cases will be closed as a "Getting it sorted" Stage One complaint. If the matter is

not resolved within five working days, the case will need a formal investigation under stage one.

36. The timeframe for dealing with stage one complaints is up to 20 working days. A senior manager will investigate the complaint and a response will be sent from a divisional director or head of service. At stage two, a complaint should be acknowledged within 48 hours and investigated within 20 working days by the Complaints and Information Team and a response should be sent by the Chief Executive, or representative.

37. The landlord's Redress and Compensation Policy says:

- a. Wherever possible the landlord should remedy a complaint by putting the complainant in their original position had the fault not occurred – this could mean restoring the service.
- b. There will be times when it is not possible because of the passage of time or event that have occurred to rectify the service; in such circumstances, financial compensation may be the only remaining option.
- c. Action taken should reflect the nature of the loss, damage, suffering or inconvenience caused to the complainant.

38. In order to ensure that matters giving rise to complaints are addressed quickly and effectively, consideration should be given to ensuring that front line staff can invoke remedies at the earliest possible stage.

39. The landlord's Leaks Procedure says in an emergency case, contractors will respond within two hours and complete works within 24 hours. A "normal" case will result in contractors responding and completing works within 20 working days. Should there be no access given at the appointment time then the contractor will leave a 'no access' card and in the case of tenants will send a follow-up letter. If the tenant does not grant access after receiving the follow-up letter then the case will be logged as a complex leak and enforcement action may be considered.

40. The landlord's Responsive Repairs Policy says the landlord is obliged to keep the property in a decent state of repair. It says the key legislation on this is as follows:

- a. "Landlord and Tenant Act 1985 - This Act gives landlords an absolute obligation to carry out basic repairs, including the structure and exterior of the property and installations for the supply of water, gas and electricity, sanitation and space heating and heating water.
- b. Defective Premises Act 1972 Section 4 of this Act places a duty on the landlord to take reasonable care to ensure that anyone who might be

expected to be affected by defects in the property is reasonably safe from injury or damage to their property.

- c. Environmental Protection Act 1990: This Act makes provision for the control of premises whose conditions are considered to be prejudicial to health or a nuisance. This legislation means we are liable for damages and compensation to tenants and their families who suffer as a result of failure to maintain their properties.”

41. It goes on to say it will:

- a. Minimise inconvenience to residents by coordinating multiple responsive repairs to be completed at the same time on the first visit where practically possible.
- b. Aim to deliver repairs which are “right first time” where possible, by which it means that no further visits or recalls are necessary, and that the same repair is not reported in the following 6 months.
- c. Complete all repairs within the agreed timescales.

42. In terms of timescales, “general repairs are split into two main categories, depending upon the urgency of the work. Each category has a target time limit to complete the job:

- a. Emergency 24 hours (2 hour response to make safe and prevent danger if required, with additional works completed within 24 hours)
- b. Normal priority / routine (20 working days).”

43. It also says, “Appointments missed by our contractors will be monitored and reported as part of our performance monitoring process. It is our policy to compensate tenants for these, in the form of a £10 voucher.”

44. The policy goes on to say, “We will always consider reducing the time taken where possible, for repairs for frail, elderly or disabled customers, particularly for faults like broken heating systems where the residents’ health may quickly be affected if the system is out of action.” In addition, “Where tenants refuse access for an essential repair we will use appropriate legal methods to ensure the completion of all necessary work. Where there is a leak causing damage or other emergency and access cannot be gained, the emergency access procedure is employed. The Neighbourhood Housing Officer and tradesperson will gain access, make safe or isolate the cause, and secure the property. This applies to tenants and leaseholders alike and may result in charges being applied and an invoice issued.”

Assessment and findings

The landlord's handling of a leak from a neighbouring property and the resulting damp and mould.

45. Having had the leak reported in August 2022, the landlord did initially respond promptly, and identified the issue stemmed from the property above the resident's property. It wrote to the neighbour about access, and said it could take enforcement action if needed. The resident has said she called and emailed the landlord, and she chased updates on the repair, by email, on 6 October, 19 October, 25 October, 30 October, 10 November, 22 November, 28 November, 9 December and 12 December 2022. Sometimes the landlord did respond, but not always. It does not have complete records of all correspondence with the resident.
46. There were a number of occasions when the landlord was unable to access the neighbouring property. Although it sent letters to the neighbour in January 2023 as per its Leaks Procedure, it did not take any enforcement action, to try and speed up the necessary visit/ repair. In the meantime, the resident, who had health issues, warned the landlord that there was a continual drip and that she felt the damp/mould at the property was getting worse.
47. The resident says she was told to remove mould herself, despite being disabled. There is no other evidence of the landlord saying that, but it would certainly have been unreasonable for the landlord to have suggested that was appropriate. It was the landlord's responsibility to address the cause of the damp and mould. Bearing in mind it was on notice from August 2022 that there was a leak at the property, it is concerning that the landlord did not take steps to assess the effect the damp and mould may be having on the resident and her health. She warned the landlord that the damp patch on the ceiling was getting bigger, and said it needed dealing with urgently. Yet, despite having enforcement action available to it, if needed, this does not seem to have been fully explored.
48. The onus was on the landlord to resolve the issues and minimise any delays, and in the Ombudsman's view, when it was presented with a report of damp and mould, it should have dealt with it as a matter of urgency in order to identify, resolve, and prevent damp and mould from entering the property; or certainly, not getting any worse. It is highlighted in this Service's damp and mould spotlight report ("It's Not Lifestyle", published October 2021 and available on this Service's website) that landlords must take a proactive and urgent approach to reports of this issue.
49. Since the spotlight report was produced, the landlord has taken steps to identify areas for improvement, in the way it deals with cases of this nature, and that is important. However, in this case, there is no evidence the landlord took steps to proactively manage the repair, when it was aware the resident was vulnerable. The resident had to chase for updates, and having followed up with the landlord

for several months, in order to establish when the repair was being carried out, she says she was told on 30 January 2023 that the case had been closed, as a repair had taken place on 25 January.

50. No evidence has been provided to show the resident was told the case had been closed in January 2023. The landlord initially claimed the leak was repaired on 31 October 2022, but there is nothing to show the landlord told the resident this at the time. This, along with the earlier examples of the resident having to chase the landlord for information, shows there was poor communication on the landlord's part.
51. Initially a leak was reported at the property, and the landlord's records refer to that having been fixed on 31 October 2022. However, the resident could still hear water dripping, and assumed there was still a leak that needed addressing. She therefore continued to report that there was an issue.
52. The landlord told this Service on 13 July 2023, that its repairs inspector has confirmed that the area which the noise can be heard does have a concealed rainwater pipe, that there was no evidence of this leaking and the cement to the ground area of the wall was dry and showed no increased levels of moisture. It has said as the resident was upset by the sound of the water through the walls, it would send a contractor to cut out the section of the wall and provide a report of sound proofing options.
53. The resident claims the leak has not been repaired; but the landlord says it completed all follow up work at the neighbour's property (replacement flooring), on 19 April 2023, and it has since paid the resident £700 compensation, for the 35 weeks it took for the issue to be resolved. Although the landlord says all work is completed, the resident can still hear water dripping in the property. The landlord says steps have been taken to look in to sound proofing options; but, there is no evidence that a reasonable level of further investigation, such as a survey, has been carried out to establish whether there is an ongoing problem. This is inappropriate.
54. Overall, there were times when the landlord had to be chased by the resident for information, and it didn't assess the impact the leak from the neighbouring property was having on the resident. The landlord also did not do enough to proactively manage the repair in this case. The landlord's Responsive Repairs Policy says it would consider reducing the time taken to deal with a repair, where a customer is disabled. There is no evidence this was done. It also says the landlord would use appropriate legal methods to ensure work is completed, where tenants refuse access. In this case, there were a number of occasions where the landlord was refused access by the neighbour; but, it only sent a couple of letters to the neighbour over an eight month period, which were not effective.

55. The landlord has recently paid the resident £700 compensation and offered to provide sound-proofing options to cover the noise from the water pipe; albeit after its internal complaints procedure had been exhausted, and the complaint referred to this Service. It is appreciated that it could not have reasonably assessed exactly what compensation should be paid, until it believed the issue was resolved.
56. The amount of compensation offered by the landlord is in line with the level of compensation the Ombudsman would expect to be paid to the resident in recognition of the distress and inconvenience caused by the delay, and the time and trouble caused to the resident in pursuing the repair. The resident was evidently put to time and trouble that could have been avoided, had the landlord been more proactive.
57. However, the Ombudsman is not satisfied the landlord gave adequate and timely consideration to its Compensation Policy. It did not invoke remedies at the earliest possible stage as it did not give appropriate consideration to the resident's circumstances. While the sum of compensation offered is reasonable, the landlord has not recognised all that went wrong in its handling of the leak and response to reports of damp and mould. There still remains the issue that the resident can hear water dripping, and the landlord has not acknowledged that this has not been dealt with in a timely way.
58. Taking all this into account, the way the landlord has handled the reporting of the leak, which has led to damp and mould in the property, amounts to maladministration.
59. Although the landlord says the resident has held off having the property redecorated until the issue is resolved, it is important to ensure that once the necessary work is complete, the landlord should arrange for the areas of the resident's property damaged due to the leak, to be redecorated. It was reasonable for the landlord to signpost the resident to make an insurance claim for any flooring damage, and the landlord should remind the resident of the process for doing that, again, once the issue is resolved.

The landlord's handling of the complaint including the request for compensation.

60. The resident complained to the landlord on 30 August 2022, about the leak at the property. It acknowledged the complaint on 1 September, and progressed it to stage one on 5 September, having not informally resolved it. Whether it was initially seen as a query or a complaint initially, the landlord addressed the complaint on 14 September 2022; within the 20 days it allows for in its Complaints Policy, so acted reasonably.

61. The landlord accepted the resident had expected someone to attend the property on 30 August 2022, and there was confusion on its part, so offered a compensatory payment of £30. The landlord's Responsive Repairs Policy says it should pay £10 for a missed appointment; therefore, it offered over and above what it needed to, in order to remedy matters at that stage.
62. The landlord said that if it was unable to gain access to the neighbouring property, the matter could be escalated to a Housing Officer and the enforcement route could commence. The resident remained unhappy, and on 18 September 2022, she asked that her complaint be escalated to stage two. She wanted to be compensated for damaged flooring and items at the property.
63. The landlord suggested to the resident that it try to resolve the stage two complaint informally, but there is no evidence of the resident agreeing to that. It also seems to be a departure from its Complaints Policy without good reason. The landlord apologised on 19 October 2022, for the delay in responding, but it sent a response at stage two, on 21 October 2022, which was 25 working days after the complaint was made. Five days later than it should have done, as per the its Complaints Policy.
64. At stage two, the landlord said:
- a. An appointment had since been made for the contractor to replace a part at the neighbour's property on 24 October 2022.
 - b. It apologised for the delays and said once the leak was resolved, an appointment would be arranged for the contractor to come and make good the affected areas, and a works order had been raised for that.
 - c. In terms of the flooring, it said if the resident felt damage had been caused due to its or the contractors' negligence, she could make an insurance claim for compensation. It provided details of where the resident could find information and a digital copy of the claim form.
65. The evidence shows the appointment on 24 October 2022 did not take place and the remaining points could not be adhered to, because the leak remained unresolved. Therefore, additional remedial work could not take place. Although the landlord had apologised for delays and had said that in order to resolve the complaint, it could take enforcement action if there were issues accessing the property, it did not follow through with that. That left the resident with an ongoing issue.
66. The landlord failed to acknowledge the impact its poor complaint handling had on the resident. The landlord's responses apologised for the delays but did not acknowledge the impact on the resident the leak was having. In line with the Ombudsman's dispute resolution principles the final complaint response should

have considered the detriment experienced by the resident. In line with its Redress and Compensation Policy it would have been appropriate for the landlord to have considered compensation for distress when it had been unable to put things right, as well committing to taking enforcement action, when it was clear the neighbour was not cooperating.

67. The Ombudsman recognises the landlord waited until it considered the issue(s) resolved, before making an offer of £700 compensation; so it could accurately assess the impact on the resident. The Ombudsman understands the landlord's reason for doing that; however, it failed to set out this approach to the resident, or give any assurance that it would consider a compensation payment in future, so that her expectations could be managed.

68. Overall, there was maladministration in the landlord's handling of the complaint. There was a short delay in responding to the complaint at stage two. While it is of note that the landlord committed to considering a claim for compensation from the resident for damaged flooring, and agreed to repair/remedy damage to the property as a result of the leak once it was fixed, it failed to ensure the leak was repaired promptly. Until that was done, internal redecoration could not be completed, and a claim for compensation for damaged property could not be made, as the issue was ongoing.

69. The landlord said at stage one that it could take enforcement action if required, and while it apologised for the delays, it did not go far enough in its attempts to remedy the situation, when it was apparent there were ongoing issues accessing the neighbouring property. It also failed to acknowledge the effect it was having on the resident. The resident is disabled with health conditions, and despite the landlord saying it attempts to deliver repairs which are "right first time", that is certainly not the case here. Its Responsive Repairs Policy also says it will be mindful of a resident's health condition; however, there is no evidence the landlord took that in to account, in either of its responses to the complaint. Therefore, the landlord is ordered to pay the resident £500 compensation for its poor complaint handling.

Determination (decision)

70. In accordance with paragraph 52 of the Ombudsman Scheme, there was maladministration in respect of the landlord's handling of a leak from a neighbouring property and the resulting damp and mould.

71. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in respect of the landlord's handling of the complaint including the request for compensation.

Reasons

72. The landlord failed to take a proactive approach in trying to repair the leak and in its communication with the resident. It also delayed taking enforcement action against the neighbour.
73. The landlord did not adhere to its Complaints Policy and failed to adequately consider the detriment caused to the resident, as part of its complaints handling.

Orders and recommendations

Orders

74. In addition to the £700 it has already paid to the resident, the landlord is ordered to, within four weeks of the date of this report:
- a. Pay the resident £500 compensation for its poor complaint handling.
 - b. Write to the resident to apologise for its failure to appropriately progress the repair and for the impact this had on the resident. The apology should be sent by a senior member of staff.
 - c. Survey the property to assess the cause of any leak/running water at the property, that is alleged to be causing the damp and mould, and arrange for the repair to be completed.
75. The landlord should also ensure that within four weeks of the remedial work being completed, the area in the resident's property damaged by the leak, is redecorated.

Recommendations

76. Review the way it communicates with residents, in terms of when appointments are arranged, cancelled or rearranged.
77. Review its record keeping, in terms of ensuring all contacts with residents are centrally recorded both in terms of any communication in relation to work jobs as well as complaints.
78. Review its staff training needs in relation to its missed appointments and compensation policy, in order to ensure that all missed appointments are appropriately compensated per its contractual obligations.
79. Review its processes to ensure it is incorporating areas of learning, as a result of its recent self-assessment of its service against the Ombudsman's damp and mould spotlight report.

Remind the resident of the process for making an insurance claim for any damage to the floor of her property.