

Housing

Ombudsman Service

REPORT

COMPLAINT 202127675

London Borough of Croydon

8 September 2023

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's handling of proposed adaptations and planned upgrades to the resident's kitchen and bathroom.
2. The Ombudsman also assessed the landlord's complaint handling and record keeping in respect of this case.

Background and summary of events

Scope

3. The resident is registered disabled and has, amongst other health conditions, degenerative lumbar spine disease, hypermobile knees and arthritis. The resident also has mental health concerns, including anxiety and depression. She lives with her adult daughter, who also has physical and mental health concerns.
4. The resident has said that her health has deteriorated due to the stress caused by the issues in this complaint. The Ombudsman does not doubt the resident's comments regarding her health but this Service is unable to draw conclusions on the causation of, or liability for, impacts on health and wellbeing. Matters of personal injury or damage to health, their investigation and compensation, are not part of the complaints process, and may be more appropriately addressed by way of the courts or the landlord's liability insurers as a personal injury claim.
5. The resident also made formal complaints about the local authority's occupational therapy team. Whilst the evidence has been considered as part of this investigation and there are references to the occupational

therapy team in this report, the Ombudsman's role is to consider the actions of the landlord in its management of housing. Complaints about other local authority functions, including the occupational therapy service, may fall within the jurisdiction of the Local Government and Social Care Ombudsman (LGSCO) if the resident wanted to take her complaints about this service further.

6. The Department for Levelling Up, Housing and Communities states amongst other criteria, a decent home has a reasonably modern kitchen (20 years old or less) and a reasonably modern bathroom (30 years old or less). The Ombudsman understands that the landlord planned to upgrade the resident's kitchen and bathroom based on this guidance.
7. The Ombudsman notes that there were two processes involved in this case, the planned upgrades and the adaptations requests. As the landlord is a local authority, we would expect different parts of the same organisation to have effective customer focused arrangements for working together to deliver services for residents.

Background and summary of events

8. The resident lives in a 2-bedroom house and is a secure tenant of the landlord.
9. In April 2021, the landlord's contractor contacted the resident to start the process of upgrading her kitchen and bathroom under the landlord's decent home programme. In the same month, as the resident had health concerns, an occupational therapist (OT) carried out an assessment and recommended the following:
 10. Remove the existing bath, toilet and wash basin and replace it with a level access shower, install a grab rail, basin and toilet.
 11. Provide and fit an eye level oven housing unit in the kitchen.
 12. On 16 June 2021, the OT explained to the landlord that the contractor recently visited the resident and confirmed that they would be able to carry out extra works to the room adjacent to the kitchen to meet the needs of the resident. She confirmed that she supported those works as they would be beneficial to the resident's medical and physical condition.
 13. The Ombudsman understands that, after this, the resident and landlord discussed using the adjacent room to the kitchen as an "utility" room, which would hold the some of the resident's appliances and have additional worktops and cupboards. The resident provided a screenshot of

a message to the landlord's contractor in July 2021 asking whether the extra works had been approved by the landlord.

14. The resident provided this service with a message from the occupational therapist which stated that in August 2021, the landlord was looking into costings of the works in the utility room as it would be over its budget remit. This had been referred to management and it would be able to provide an answer within the week.
15. This service has not been provided with any further information or correspondence between the landlord and the resident during this time period.
16. On 6 October 2021, the OT advised surveyor A that the resident's tenancy officer approved the resident's request to fund the extra works in the utility room.
17. In the same month, the resident and the landlord met to discuss the kitchen and bathroom upgrades and adaptations as supported by the occupational therapist. The resident later explained to this service that, at that time, surveyor B advised her that the plan was on track, and they just needed to get through the "red tape" to create a payment plan, but assured her that the works would go ahead.
18. Later in October 2021, the landlord internally discussed the case as follows:
 - a. Surveyor A explained that the OT requested that the resident should have the utility room which would hold the white goods appliances, along with extra worktops and kitchen units because the resident had a medical condition that required a double oven. Installing the double oven in the kitchen would mean that there was not enough space in the kitchen to hold the appliances. He had explained to the OT that it would not be able to approve the request, however the resident via the OT asked whether the work could go ahead if she paid for it. He attached the quote he received from the contractor for the cost of the extra works in the utility room. It is unclear when this conversation had taken place, as the landlord was unable to provide information by way of call notes/emails, when asked by this service.
 - b. The landlord's asset management analyst agreed with surveyor A and confirmed that they were happy for the resident to pay for the extra works. They confirmed that the landlord needed to set up a formal payment plan and agreement with the resident.

- c. The landlord's interim head of service explained that the landlord did not carry out adapted kitchens and it would only install standard ones. Surveyor B explained that they believed that the work was already agreed in principle and the OT had recommended essential items in the kitchen and bathroom.
 - d. The landlord concluded that there had been "miscommunication and missteps" in following its internal protocol and confirmed that it would not be carrying out the works in the kitchen. The resident was able to carry out the works to the utility room, but she needed to instruct her own contractors to do so, and the landlord would install a standard kitchen.
 - e. The landlord was able to convert the resident's bathroom into a level access room, however it needed further clarification from the asset management team.
19. On 1 November 2021, the resident asked for an update and chased the landlord again the following week. The landlord was unable to provide any evidence that it responded to the resident.
20. On 16 November 2021, the OT emailed surveyor B the following:
21. In a case where a resident's need was considered beyond the remit of the Decent Homes programme and was more suitable for further involvement from OT she could refer the resident on (the resident's consent was needed). The team would assess the resident and process a kitchen adaptation but she explained that no orders were being raised until April 2022 due to financial constraints.
22. The current contractor could either install a 'standard' kitchen, and when the OT team got involved again, the kitchen would be redone, which may be a waste of money. Alternatively the landlord could leave the kitchen works altogether until April for the OT team to possibly adapt and do the whole works.
23. There was someone within the local authority who managed agreements where residents paid towards works, but they would have to use another contractor.
24. She explained that she did not usually get involved in the Decent Homes kitchens work, unless specifically asked to, but she agreed to as she was approached for her opinion. Like, surveyor B, she was also disappointed that the resident had been given misinformation that she could pay the contractors to do the extra works and hoped that those responsible would communicate with her to explain and clarify the current position as she

was very anxious and had made plans based on the information she was given.

25. On the same day, surveyor B explained in an internal email that he had spoken to the resident and explained that he had advised her that the landlord would only be able to install a standard kitchen and she could have the work carried out by her own preferred contractor and asked his colleagues to reconsider their position on the matter.
26. On 1 February 2022, the resident emailed the OT department and explained that her landlord had agreed to carry out the work to her kitchen and bathroom, however it said it could no longer do so, as she needed another assessment.
27. On 18 February 2022, in discussions with the local authority's adaptations team about this case, the landlord's contractor disclosed that the landlord initially agreed to carry out the extra works in the utility room, as long as the resident paid the additional cost. It then agreed to fund it but then retracted the offer. The OT adaptations team asked the landlord to resolve the matter, so the resident could have her level access shower under the decent homes programme.
28. On 28 February 2022, the OT team's manager explained to the landlord that it did not need another assessment as the one already completed was sufficient. They explained that they had spoken to the resident and she was upset that the agreed work had not gone ahead and asked the landlord to respond to the resident's concerns.
29. On 16 March 2022, the resident made a formal complaint which said that, as part of upgrading her kitchen and bathroom in 2021, the occupational therapist recommended some adaptations to both rooms. There were also extra works that could be carried out in the adjacent room, which the landlord agreed to do as long as she paid for it, which she agreed to. However, she was then told that the landlord no longer agreed to carry out the works. She explained that she and her daughter were disabled and the kitchen was falling apart. She kept on getting passed from 'pillar to post' and was not getting any answers and explained that she would like the original agreement to be upheld as it was affecting her mental and physical health.
30. On 19 April 2022, the landlord issued its stage one complaint response which said that it could not go ahead with the works as the occupational therapist's assessment was not carried out by the local authority and, as such, it was not able to proceed with the findings. It apologised if that was

not explained to the resident earlier and explained that it would contact her to review her needs.

31. On 20 June 2022, dissatisfied with the landlord's response, the resident escalated her complaint and stated the following:
 - a. It was agreed that she would pay for the extra works to be carried out by the landlord. The home improvement team and her income officer gave their agreement and it was passed to the asset team to process and she was told that the work would be completed by the end of 2021.
 - b. She had agreed to the bathroom upgrade with agreed adaptations which included a level access shower, higher sink and toilet. She was then told by the surveyor that the landlord would not carry out the works as she needed to be assessed by the landlord's in-house OT department. She was then told by the occupational therapy manager that she did not need to be assessed again.
 - c. She wanted clarity as to what was happening and why she was being told there were financial issues when she had agreed to pay for the extra work. She was told that someone from the asset team would contact her, but she had not had a response.

32. On the same day the landlord discussed the case internally and the landlord's asset manager explained the following:
 - a. He had recently spoken to the OT who carried out the assessment in 2021. She was an independent occupational therapist funded by the landlord to carry out basic assessments on bathroom adaptations only. Minor adaptations could usually go ahead, however major work such as replacing bathrooms with level access showers would need management sign off.
 - b. As the resident expressed that she had difficulties using the oven in a traditional floor standing cooker, it was suggested and subsequently agreed that the landlord would fit units to accommodate an eye level oven and grill and have a separate hob so that the resident would not have to bend low to load or unload the oven.
 - c. As the extension of the kitchen into the adjacent room was outside of the scope of the contract, the matter was referred to him to make a decision as to whether this should be taken out of the kitchen contract and carried out as an ad hoc or one off improvement and how it should be funded.
 - d. He suggested as a way forward that the landlord would carry out the recommended kitchen and bathroom replacement as per the occupational therapist's recommendation in 2021 and the resident

could instruct her own contractor to carry out the additional works in the adjacent room.

33. On 28 July 2022, the landlord issued its stage two complaint response as follows:
- a. The landlord agreed with occupational therapy's assessment to fit units to accommodate an eye level oven and grill and to have a separate hob, so the resident did not have to bend down to use them.
 - b. As the utility room did not form part of the standard upgrade contract, the matter was referred to the asset manager in April 2022, who concluded that the works sat outside the scope of the contract, as it did not allow for conversion of rooms.
 - c. It acknowledged that the resident was concerned about the lack of contact she had from the landlord and explained that it had seen several emails from its surveyor, noting one in December 2021 which explained to the resident that the property would need to be assessed again in March 2022 to confirm whether the works to kitchen could take place or not.
 - d. It confirmed that another occupational therapist assessment was completed in July 2022 which was used for referring the resident to the local authorities' major adaptations panel and confirmed that the kitchen and replacement as recommended by the occupational therapist should be carried out via the major adaptations team.
 - e. It confirmed that the additional works to the backroom to create a utility room was not a project that it could undertake and would need to be done by the resident's own contractor.
 - f. It acknowledged that it failed to provide the resident with regular updates that led her to make a formal complaint and offered the resident £75 for the service failure.
34. On 22 November 2022, as part of a mediation proposal discussed with this service, the landlord's asset manager stated the following:
- a. As there was a backlog, there would be an issue getting an OT assessment completed, and this could take months if not years.
 - b. If the occupational therapist agreed that the work was necessary, the work would go onto a waiting list, which may sit lower than other work on the priority list.
 - c. The proposed work had become more complicated as it would need to run drainage across the front door, which would add another potential mobility hazard/obstruction and involve additional costs.

- d. It acknowledged that the resident had offered to pay for the additional units, however it did not have any confidence in the contractor carrying out the work without adding additional costs and completing the work to an acceptable standard.
- e. He would ask for quotes from different contractors and hope that another contractor that could control its costs would obtain the contract, however he was concerned that this route would set a precedent that would “short circuit” the formal occupational therapist assessment and potentially be seen as queue jumping the occupational therapy assessment procedure. The OT team had stated that it would not be prepared to fund the utility room through their adaptation budget.

35. The Ombudsman notes that the upgrades and adaptations to the kitchen and bathroom are still outstanding.

Assessment and findings

The landlord’s handling of proposed adaptations and planned upgrades to the resident’s kitchen and bathroom

- 36. It is clear that the landlord’s failure to follow its internal protocol meant that it led the resident to believe that it would carry out the extra works as long as she agreed to pay for these. This is supported by the landlord’s email exchanges in October 2021, where the landlord confirmed that it had obtained a quote for the extra works to be carried out by its contractor and later stated that there was internal “miscommunication”, therefore it could no longer carry out the extra works irrespective of who was paying for it.
- 37. The landlord also explained in those emails that the resident could instruct her own contractor to carry out the extra works in the utility room, which was reasonable. However it appears to have to explained to the resident that it would install only a standard kitchen, which would negate the need for the extra works for the utility room. This information also contradicted its subsequent stage one response.
- 38. Therefore, not only did the utility room works not go ahead, the kitchen and bathroom upgrades and adaptations were also not progressed. The landlord’s interim Head of Service explained that the landlord did not fit adapted kitchens, which appears to be incorrect for two reasons. Firstly, the landlord contradicted this statement, when it stated that the resident must obtain an occupational therapist assessment before it could go ahead with any work in its stage one response, and secondly the asset manager in July 2022 explained that minor adaptations recommended by the occupational therapist could go ahead, however major adaptations needed management and OT department sign off. This incorrect

information had a significant negative impact on the resident, it raised her expectations and encouraged her to contact the OT department for additional assessment unnecessarily, which caused her additional undue unnecessary distress and inconvenience.

39. There also appears to have been miscommunication and misinterpreted information between the landlord and the OT department throughout the case. At times, the landlord appeared to have misunderstood the difference between the OT's support of the extra works in the utility room and formal recommendations from the OT department, as well as the need for the resident to be reassessed via the OT department. It is clear that the landlord's lack of knowledge and procedure significantly contributed to these miscommunications, which could have been prevented if it had implemented a clear action plan and process at the beginning of the case.
40. The Ombudsman also notes that miscommunication between the landlord and the OT department is concerning, especially as both are part of the same local authority. The Ombudsman would expect an established way of resident focused, joint working between the two departments which was clearly absent in this case.
41. The Ombudsman notes that, in its correspondence with us, the landlord noted certain concerns about the performance of its contractors and whether putting matters right for this resident could set a precedent or mean that other residents were treated less fairly. The Ombudsman would always encourage individual members of staff to raise concerns about contractors via the landlord's contract monitoring process and it is essential that a landlord has robust contract monitoring arrangements in place. The Ombudsman has therefore made a recommendation around the landlord ensuring it has robust contract monitoring arrangements in place.
42. The Ombudsman notes that the landlord provided this service with a document which outlined its process for adaptations and upgrades within its decent home programme which echoed its explanation in July 2022 and its stage two complaint response, however it appears it does not have a formal procedure for its staff members to follow. An order has been made as such at the end of this report.
43. Throughout this case, there is no evidence to suggest that the landlord took into consideration that it was dealing with a vulnerable resident who had physical and mental health concerns. The resident clearly needed the upgrades and the adaptations and the landlord's failure to follow its procedures, its lack of knowledge and its delays in investigating the case properly negatively affected her day-to-day living.

44. Taking into consideration the cumulative failures outlined above and significant resulting impact on the resident, the Ombudsman has found that there was severe maladministration in the landlord's handling of the upgrades and adaptations to the resident's kitchen and bathroom.

The landlord's complaint handling and record keeping

45. It was not until the resident escalated her complaint, that the landlord thoroughly investigated the case and discovered that the occupational therapist worked on its behalf. The landlord then suggested that it could carry out the work to the kitchen and bathroom as per the occupational therapist's recommendations, although the resident would need to instruct her own contractor to carry out extra work in the utility room, this went some way to put things right.

46. However, this was not followed up in the landlord's stage two response. It appears that the reason was because the resident had another OT assessment in July 2022, which was for a referral to the local authority's major adaptations panel, who would then carry out the adaptations under their budget. The landlord's decision to not follow through with its original suggestion seems to be somewhat based on financial reasons.

47. Whilst the Ombudsman accepts that the landlord must ensure its limited budgets are spent wisely, it must also ensure that residents needs are put first when reasonable to do so. In this case, it would have been appropriate for the landlord to put things right within its internal complaint process, by working closely with its OT department to deliver the already agreed upgrades and adaptations.

48. It is also of concern that the landlord's complaint responses failed to address and acknowledge that it gave inaccurate information to the resident, when it said it would complete the work in the utility room at her expense and that it could not carry out the work because it did not have an assessment from its own OT, in its stage one response.

49. Although the landlord offered the resident £75 for its service failures at its stage two response, this did not go far enough to put things right for the resident.

50. The Ombudsman notes the landlord's comments about the potential implications of putting matters right for this resident. These comments are of concern, because the purpose of a fair complaints process is to put matters right for a resident, including restoring them to the position that they should have been in had the service failings not occurred. It is evident that in this case the landlord repeatedly failed to put matters right for the resident.

51. There are also significant gaps in the evidence that the landlord provided to this service and it failed to provide significant call notes/emails and records of outcomes of any visits with the resident, the occupational therapist and its contractors. Some of this was information it relied upon in its complaint responses, and it is of concern that it was not able to provide this evidence when requested. It explained that in part this was due to members of staff having since left the organisation. It is crucial that the landlord implements a strong record keeping culture, to ensure it retains records that it may need to rely on to demonstrate to its residents, itself and this service that it has delivered a satisfactory service.
52. Therefore, the Ombudsman has found that there was maladministration in the landlord's complaint handling and record keeping.

Determination (decision)

53. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's handling of the proposed adaptations and planned upgrades to the resident's kitchen and bathroom.
54. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's complaint handling and record keeping in relation to this case.

Reasons

55. The landlord mishandled the upgrade and adaptations to the resident's kitchen and bathroom. It led the resident to believe that it would carry out the extra works that did not form part of the occupational therapist's recommendations as long as she paid for these, which she agreed to.
56. The landlord failed to follow its own procedure, and gave the resident incorrect information that it could not carry out the adaptations to the kitchen and bathroom because the occupational therapist who carried out the assessment in 2021 was not the landlord's occupational therapist, which was incorrect. This led the resident to pursue another OT assessment unnecessarily causing her further distress and inconvenience.
57. The overall impact of the landlord's failings on the resident was significant. Given that it was aware that she had physical and mental conditions, it failed to take these circumstances into consideration and missed several opportunities to put things right.
58. The landlord failed to thoroughly investigate the resident's complaint at stage one and stage two of its own complaints procedure. In its stage one

complaint, it gave the resident incorrect information. Although it acknowledged its delay in issuing its stage two response and compensated the resident £75, this did not go far enough to put things right at stage two.

59. The landlord also failed to provide important evidence by way of emails/call logs and notes of outcome of visits with key people that were involved in this case, and therefore failed to demonstrate that it handled the upgrade and adaptations requests to the resident's kitchen and bathroom appropriately.

Orders and recommendations

Orders

60. The landlord should pay the resident £3875.00 compensation within four weeks of the issue of this report, which comprises of:

- a. £2700 for its poor handling of the resident's upgrade and adaptations of the kitchen and bathroom. This calculation is approximately 20% of the rent paid from the time the upgrades and adaptations were due to be completed, up to when the landlord and resident were in mediation with this service. This is not an exact calculation and the figure is in recognition that during that period the resident was unable to fully use the bathroom and kitchen.
- b. £500 for the time, trouble, distress and inconvenience caused to the resident in pursuing the matter.
- c. £600 for the complaint handling and record keeping.
- d. £75 it already offered for its late issue of its stage two response, if this has not been paid already.

61. The Ombudsman notes that it has been over a year since the resident's last OT assessment, during which time the resident's condition and needs may have changed. Therefore, the landlord must organise an occupational therapist assessment of the entire property within 8 weeks of the issue of this report and provide a copy of it to the resident and this service.

62. Once the assessment has been issued, the following should happen:

- a. The assessment must be reviewed by the relevant housing management and asset management staff, and a decision taken as to whether any adaptation works should be done at the same time as the planned upgrades to the kitchen and bathroom, or whether the works should be done separately.

- b. When making this decision the landlord should take into consideration the extent of works needed, the length of time the works would be expected to take and the anticipated disruption to the resident.
 - c. It should also take into account how soon works can be completed, taking into account the significant time that the resident has already waited, and the resident's own views.
63. Once the landlord has made a decision on how it will ensure that both the adaptation works and planned upgrades are completed, it should draw up a schedule of works, with timescales for completion and share this with the resident and this service.
64. The Ombudsman notes that there are key decisions to be made here which will impact on timescales for work being completed. The Ombudsman would however expect the work, once agreed, to begin within three months of the schedule of works being agreed.
65. The landlord is asked to consider its position regarding the additional works to the utility room, once it has an updated OT assessment. If these works are identified as being required (and cannot be addressed through the upgrades) then the landlord should include this work in its schedule of works and consider any discretion it may have to assist in the funding of the works. Any charge to the resident should be capped at the cost previously agreed. Given the extent of the failings identified in this investigation and the repeated misinformation provided to the resident, the landlord is asked to carefully consider what financial assistance it can provide and to update the Ombudsman on its final position on this point notes
66. Once the work has been completed, the landlord must post inspect the work and confirm to this service that the work has been completed.
67. The landlord must appoint one point of contact for the resident who will be her single contact point until the adaptation, upgrade and additional works are completed and signed off at post-inspection.
68. The landlord must undertake a review of the outcomes of this investigation and produce an action plan for service improvement which should be shared with this Service within twelve weeks of the date of this determination, including any updated policies. This action plan should include the following:
- a. a review of its record keeping procedures in relation to its decent home programme, taking into account the comments in this investigation

report. It should ensure that it has robust record keeping arrangements in place which allow it to provide clear audit trails of all actions taken.

- b. Consideration of the recommendations set out in the Ombudsman's Knowledge and Information Management spotlight report.
 - c. a review of its planned works policy and procedure. Ensuring relevant members of staff are aware of the correct process, including implementation of correct action plans and processes, where adaptations and extra works are involved.
 - d. Consideration of the effectiveness of the current liaison arrangements between the landlord's housing management function and the local authority's OT service, and how effective joint working between the two areas can be improved.
69. The landlord's Chief Executive to apologise to the resident, in line with this Service's guidance that:
- a. an apology should be made by the landlord as a body, rather than an identified member of staff.
 - b. an apology should acknowledge the maladministration or service failure; accept responsibility for it; explain clearly why it happened; and express sincere regret.
 - c. where appropriate, an apology should include assurances that the same maladministration or service failure should not occur again and set out what steps have been taken to try to ensure this.

Recommendations

70. The landlord should review its contract monitoring arrangements in respect of the contract management concerns noted in paragraph 36 above and ensure that robust contract management arrangements are in place.