

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202200394*

*Stevenage Borough Council*

*25 April 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 reports of a defective intercom system and handset.
  - b. complaint handling and its subsequent offer of compensation to the resident.

## **Background**

2. The resident is a secure tenant of the landlord. The property is a one bed flat on the fifth floor of a block. Access to visitors to the block is via a door entry/intercom system and handsets in individual properties. The resident's tenancy started on 9 July 2019. The resident lives alone and there are significant health concerns and disabilities noted on file.
3. The resident's handset was defective when he moved into the property. The resident states that he raised this with the landlord in July 2019, although there is no written record of this in the evidence available. The first documented record of the resident raising the matter is February 2020. The resident subsequently complained to the landlord on 16 December 2020, stating that the repair had been outstanding for 18 months. The resident said that he had reported this in July 2019, and again in late 2019/early 2020, both times advising the landlord of his significant health issues, which meant that it was vital that emergency services could access the property via the intercom system.
4. The resident engaged a solicitor in January 2021 and the solicitor issued a letter of claim to the landlord's solicitor for disrepair, reiterating the resident's significant health problems. The resident wanted the intercom to be repaired,

and financial compensation. After negotiation between the resident's solicitor and the landlord, a joint visit was carried out on 29 January 2021, with the landlord's contractor and the solicitor's expert surveyor. The handset was replaced by taking a used handset from a void property in the block, and the intercom system left functioning.

5. The landlord later offered the resident compensation of £658.73 as a 'goodwill gesture'. It declined to escalate the complaint to the final stage of its complaint process on the basis that this compensation was a suitable resolution. The landlord also assisted the resident to move to alternative accommodation in January 2022.
6. The resident is dissatisfied with the outcome of his complaint, and would like an apology from the landlord, changes to the landlord's responses to reports of repairs, and financial compensation for his distress and the potentially life-threatening impact on his health.

### **Assessment and findings**

7. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles. These are high level good practice guidance developed from the Ombudsman's experience of resolving disputes, for use by everyone involved in the complaints process. There are only three principles driving effective dispute resolution:
  - a. Be fair – treat people fairly and follow fair processes;
  - b. put things right, and;
  - c. learn from outcomes.
8. The Ombudsman must first consider whether a failing on the part of the landlord occurred, and if so, whether this led to any adverse affect or detriment to the resident. If it is found that a failing did lead to an adverse affect, the investigation will then consider whether the landlord has taken enough action to 'put things right' and 'learn from outcomes'.

### ***The landlord's response to reports of a defective intercom system and handset***

9. The Landlord's Right to Repair policy classes a faulty door entry system as a '7 day repair'. In his complaint to the landlord, the resident stated that he reported the faulty handset in July 2019, and again at the end of that year, stating that he advised the landlord of his serious health conditions, which made it vital that the door entry system worked correctly so that emergency services could access the resident's property. Other than an email from February 2020, there are no records of these reports in the evidence available. However, in a letter to the resident's solicitor, the landlord acknowledged that it

had been aware of the faulty intercom/handset prior to the commencement of the tenancy. Further, the resident clearly set out in his complaint that he had informed the landlord of the repair as well as his health conditions, which made a working intercom vital, so that emergency services could reach him. Indeed, these matters were at the heart of his complaint. He stated that he raised this with his housing officer several times subsequently during his tenure at the property. The landlord did not dispute the resident's account in its complaint responses, or at any other time. Finally, there is reference in the records from December 2020 of the landlord stating that it had apologised to the resident for 'previous failings in progressing this issue.' Therefore, while there are few contemporaneous records of the resident's reports, the Ombudsman accepts the resident's account of events.

10. In its communication with the resident and subsequent response to the resident's solicitor, the landlord disputed that the lack of repair was a failing, stating that the resident had been aware that the handset could not be repaired or replaced as the system was obsolete.
11. An email from the landlord to the resident dated 27 February 2020 only states that the matter had been passed to the Maintenance Team and Tenancy Services, with no mention that the handset could not be replaced. It is not until an email dated 10 December 2020 that there is evidence of the resident being advised that a compatible handset was not available and the landlord would try to source one from old stock. That same month the landlord also stated that it was trying to procure a new door entry system as a longer-term solution. This Service has seen no evidence of a procurement process.
12. If it was the case that the landlord had been aware since prior the commencement of the tenancy that the handset could not be replaced, it would have been appropriate for it to have made efforts to address the situation in 2019, for example by considering replacement of the intercom system at that point, and/or an interim measure to allow the resident to provide access (for example, by taking a used handset from a void property, as it later did). There is no indication that the landlord took any action to address the issue until December 2020.
13. There is also no indication that it considered the resident's disabilities or its obligations under the Equality Act 2010 during this period. The landlord's Aids and Adaptation Policy allows for referrals for the service to be made internally by housing officers and other members of staff. This Service has seen no evidence of any such referral taking place, until after the resident submitted his complaint. It then offered him a referral to alternative housing. It would have been reasonable for the landlord to offer to refer the resident earlier, rather than offering no solution until the resident submitted his complaint.

14. Although it is reasonable that the landlord would need to go through a lengthy procurement process to install a new door entry system, it is not reasonable that the resident was left with no means to allow access from his property to emergency services or any other visitors for 18 months. This was a significant failing on the part of the landlord.
15. Finally, the resident has stated to this Service that he asked the landlord by telephone if he could fit a handset himself as he had technical knowledge due to his previous profession, but the landlord refused this and advised him he would be in breach of his tenancy. This Service acknowledges the resident's account but there is no evidence of this request on record, and it is not something that was specifically raised as part of his complaint to the landlord. As such, it is not possible to come to any conclusions about how any such request may have been handled. However, if this was something that was raised as an option by the resident, it would have been reasonable for the landlord to have considered this as a possibility to address the situation.
16. Overall, there were failings on the part of the landlord which meant that the resident had no working intercom (and therefore no way of admitting visitors without leaving his property and going to the main entrance door himself) for 18 months. The Ombudsman has therefore considered the 'adverse affect' this caused the resident: In his complaints to his councillor and landlord in December 2020, the resident set out the impact the matter had on him: He advised of his significant disabilities and the potentially serious, life threatening consequences of being unable to admit emergency services to his property. He described incidents where emergency services were not able to access his property and were only able to enter the block as another resident was leaving the property. On another occasion, he said that emergency services were unable to enter the block and called the resident on his telephone to let them know they were downstairs. He had to go downstairs to let them in and this could have resulted in valuable time being lost in dealing with his medical emergency. The resident further advised that the ambulance service had to be accompanied by the Fire Brigade on three separate occasions to gain entry to the resident's property, during a critical health emergency, due to the non-functioning handset/intercom system.
17. In addition to these incidents, the resident experienced the worry and anxiety about emergency services being unable to reach him for 18 months. The resident advises that he is still extremely distressed by the experience and that he felt that he was treated as if 'his life did not matter'. The Ombudsman is satisfied that the lack of a functioning handset and the delay in repair caused the resident significant adverse affect.
18. In light of this negative impact on the resident, the landlord should have taken action to 'put things right'. It can be seen that it did resolve the repair issue

very soon after the resident made his formal complaint, which was appropriate. However, the landlord's responses to the complaint did not acknowledge or address the concerns that the resident had raised about the repair being outstanding from July 2019, or the impact this had on him. No apology was offered for the time taken to resolve the matter.

19. When the resident's solicitor wrote to the landlord in March 2021, they requested compensation of £3293.86 for the disrepair claim and for the delay and distress to the resident. The solicitor calculated this as 50% of the weekly rent from when the handset repair was reported to when the landlord repaired it. The landlord refused this and offered the resident £658.73, calculated at 10% of the rental figure as a 'gesture of goodwill only', explaining that there was no evidence of the claimed risk to the resident's life. The landlord later declined to escalate the complaint to stage three on the basis that this offer of compensation had been made and had resolved the complaint, despite the resident remaining dissatisfied.
20. It was appropriate that the landlord provided compensation (albeit this was not through its complaint process), and this demonstrates that it made attempts to 'put things right'. Further, the landlord's compensation policy allows for a discretionary amount of up to £500 for 'major impact' on a resident when the landlord has full responsibility for the failing and where the landlord has 'significantly failed in providing a service'. The policy takes into account 'the circumstances of the complainant and whether the complainant is vulnerable'. The offer that the landlord did make was over the £500 maximum set out in its policy.
21. However, in light of the length of the delay in resolving the issue, and the specific impact the lack of intercom had on the resident due to his health issues, the offer of £658.73 was an insufficient remedy.
22. The landlord offered no apology and no lessons learned from the complaint. As such and due to the serious adverse effect on the resident, a finding of severe maladministration is made, along with orders for redress. This Service's remedies guidance suggests that a payment of between £600 and £1000 is proportionate in the case of maladministration/severe maladministration where there has been significant physical and/or emotional impact, caused by the landlord's failure.

#### *The landlord's complaint handling and offer of compensation*

23. The landlord's Customer Feedback policy, which incorporates complaint handling, states that there are three stages to the complaint process;
  - a. stage 1 – it would respond in writing or verbally within 10 working days.

- b. stage 2 – it would investigate and respond within 15 working days
  - c. stage 3 – investigated by an alternative assistant director and customer feedback team – a written response will be provided in 20 working days.
24. The resident submitted his first stage complaint to the landlord on 16 December 2020. He advised of the significant potential impact to his health, caused by the faulty handset to the door entry system and informed the landlord he had reported this several times from July 2019 onwards.
25. The landlord responded to the resident's stage one complaint verbally on the 16 December 2020. Although this is within the landlord's complaints timeframe, the records note that the landlord called the resident and 'limited its response' to 'potential alternative housing need' and a referral to alternative accommodation. Although alternative accommodation was something the resident was willing to consider, the complaint response did not address the core issue that the resident did not have a functioning handset and intercom system for approximately 18 months, which could have had a serious impact on his health, nor did it offer any solution to the resident in the short term.
26. The resident submitted a stage two complaint on the 5 January 2021, to advise that the landlord had not contacted him on the 4 January 2021, as it had promised to do to discuss alternative accommodation, and that he still had a non-functioning handset. The resident advised that he felt the landlord had not fulfilled its obligations in terms of his health and safety.
27. As stated above, the resident engaged a solicitor in January 2021, and after negotiation with the parties, the handset was replaced on the 29 January 2021.
28. The landlord responded to the resident's stage two complaint on the 11 February 2021, 22 working days after the resident's stage two complaint. This was outside the landlord's stage two complaint response time of 15 working days. The landlord noted that the handset had been replaced and that the resident had been accepted for alternative suitable accommodation. Once again, the landlord offered no apology or lessons learned, and failed to address the substantive issue raised, which was the resident's concern that the landlord knew about his health issues and need for emergency services access but had not repaired the handset for 18 months.
29. The resident submitted a stage three complaint on the 30 April 2021, which the landlord accepted and logged on the 4 May 2021. The resident advised that he was unhappy as he had not had an apology for the way he was treated and for the delays in dealing with his matter. The resident chased this complaint with the landlord on 1 June 2021. The landlord responded to the stage three complaint on the 15 June 2021, significantly outside of its 20-day timescales, stating that as the resident had accepted the offer of the goodwill gesture of

£658.73, the landlord saw this as full and final settlement of the complaint and therefore would not provide a further response. Again, the landlord did not address the substantive issues.

30. This meant that the resident did not receive a response to his concerns, compounding his distress and frustration. He has advised that he felt unheard and that his concerns were not taken seriously.
31. The landlord offered no apology for the delays with handling of the complaint, and no explanation in its final stage response and did not acknowledge the adverse effect to the resident. Furthermore, the landlord did not demonstrate that it had learned lessons from the complaint. The landlord did not consider the resident's personal circumstances and significant health issues. As such, this Service finds maladministration and makes orders for redress.

## **Determination**

32. In accordance with paragraph 52 of the Scheme, there was severe maladministration in the landlord's handling of reports of a faulty intercom system/handset.
33. In accordance with paragraph 52 of the Scheme there was maladministration in the landlord's complaint handling and compensation offer.

## **Orders**

34. Within four weeks of this report, the landlord must:
  - a. Apologise to the resident in writing, for the impact of its handling of the defective intercom system and handset. This apology needs to be from a director of the landlord.
  - b. Pay the resident £1,275 (comprised of £1000 as a remedy to the adverse affect caused by its handling of its response to a report of a defective intercom and system and handset, and £275 as a remedy to the adverse affect caused by its complaint handling). If the £658.73 previously offered has already been paid, it can be deducted from this total.
  - c. Review the complaint handling failures in this case to determine what action has been/will be taken to prevent a recurrence of these. The landlord should write to the Ombudsman with the outcome of this.
  - d. Review the handling of the defective intercom and handset in light of the findings of this investigation, to identify what action has been/will be taken to prevent a recurrence of these. The landlord should write to the Ombudsman with the outcome of this.