

Housing

Ombudsman Service

REPORT

COMPLAINT 202122779

Guinness Housing Association Limited

31 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 is about the landlord's response to reports of water ingress, damp and outstanding repairs at the property.
2. The Ombudsman has also considered the landlord's:
 - a. record keeping, and;
 - b. complaint handling.

Background and summary of events

Background

3. The resident lives in a two bedroom flat with her family. Her tenancy began in September 2008.
4. The resident has a heart condition with a history of heart attacks.
5. Although the resident pays rent to a managing agent, the Tenancy Agreement is between her and the landlord, and therefore it is responsible for repairs.

Legal and Policy Framework

6. Section 11 of the Landlord and Tenant Act 1985 places a statutory obligation on the landlord to keep the structure and exterior of the property in repair. The landlord also has a responsibility under the Housing Health and Safety Rating System (HHSRS), introduced by The Housing Act 2004, to assess hazards and risks within its rented properties. Damp and mould growth are a potential hazard and therefore the landlord is required to consider whether any damp

and mould problems in its properties amount to a hazard and require remedying.

7. As per Section 11 of the same act, the tenancy agreement states that the landlord is responsible for making sure the structure and outside of the home are kept in good repair. This includes drains, gutters, external pipes, the roof as well as outside walls and window frames and will also repair certain part of the inside, which includes inside walls, floors and ceilings, doors, door frames and plasterwork. The law says that a landlord should repair a housing defect 'within a reasonable amount of time'. This is not specific but depends on the circumstances and levels of urgency.
8. The landlord's Damp & Mould Policy states that the landlord will:
 - a. Provide dry, warm, healthy and safe homes for residents which are free from any hazards.
 - b. Ensure the fabric of its homes is protected from deterioration and damage resulting from damp.
 - c. Treat residents reporting damp and mould with empathy and respect and will not prejudge the reason for any issue.
 - d. Take responsibility for diagnosing and resolving damp and mould in a timely and effective way where they result from issues that require repair.
 - e. Communicate with residents clearly and regularly regarding any actions it plans to take and any actions its residents are advised to take.
9. The landlord's Responsive Repairs Policy states that routine repairs are those which are not emergencies. If the reported issue does not require an emergency repair the landlord will aim to get it fixed within 28 calendar days, and sooner if it can.
10. The landlord's Complaints Policy has two formal complaint stages. It aims to respond to stage one complaints within 10 working days. If the resident is dissatisfied with the outcome, they can escalate their complaint to stage two. This will be investigated by an independent manager within the organisation who will aim to respond within 20 working days. If the landlord needs to take longer to respond to either a stage one or two complaint, it will explain this to the resident and the deadline will not exceed a further 10 working days.
11. The Compensation Policy states that the landlord may offer a compensation payment in recognition of loss or damage and for distress and inconvenience

caused when something has gone wrong, and the landlord was at fault. This type of compensation aims to restore the resident to the position they would have been in if the failure or omission had not occurred. The landlord makes payments of up to £250 where the issue was resolved within a reasonable time, and resulted in minor inconvenience. £250 to £700 is paid where the issue took a long time to resolve and resulted in moderate inconvenience, and the landlord will pay over £700 in cases where there was significant impact on the resident, which was likely to have caused longer-term distress.

Summary of events

12. The records show that the resident first reported a continuous leak coming through her bedroom wall and ceiling in January 2020 and that the landlord raised a job on 16 January 2020 to locate and repair this. The records do not show what the outcome was.
13. The resident's local authority (LA) wrote to the landlord on 13 November 2020 to inform it that they had received a complaint from the resident, who reported "penetrating damp in her bathroom and bedroom that had caused rot and mushrooms to grow in the property". The LA asked the landlord to investigate and report back by 20 November 2020 with details of the defects, their location, proposed actions and details of works, including start and completion dates. The LA explained that, if the inspection found significant hazards or defects that threatened the resident's health, it may serve an improvement notice requiring works to be carried out within a specific time.
14. The landlord's surveyor inspected the property on 17 November 2020 and, on 26 November 2020, it wrote back to the LA to confirm that it had raised the following repairs with its contractor:
 - a. To erect scaffolding and fix the blocked outlets under the timber decking that were causing water ingress into the property, and carry out inside remedial works once the leak was repaired.
 - b. Rub down bubbling paint on the wall above the bedroom window caused by the leak.
 - c. Redecorate leak stained timber window frames.
 - d. Renew damaged skirting in the bathroom and other rooms in the property.
 - e. Locate and repair the leak in the bathroom that was damaging the skirting boards.
 - f. Repair a crack between the wall and ceiling in the living room.

- g. Service a faulty electric panel heater.
- h. Renew the bedroom door thresholds and entrance door mat to prevent trip hazards.
- i. Carry out the overdue electric test to the property.
- j. Service the heating system in response to the resident raising concerns about the excessive electricity bills.
- k. Replace loose plinths to kitchen base units.

15. On 10 December 2020, the resident raised a stage one complaint through the Citizen's Advice Bureau (CAB), which stated the following:

- a. The resident was living in a property that was in a state of seriously poor repair, and had left her and her family living in unsanitary and unsafe accommodation.
- b. Water was penetrating through her bedroom wall causing mould to spread and mushrooms to grow from her carpet. It was understood the damp was being caused by deteriorating drain pipes on the roof and external walls, and that neighbouring properties were experiencing the same.
- c. The water leak had caused the internal walls, skirting boards and windows to rot and the condition inside the resident's bedroom was hazardous, and causing her to experience nausea, itchiness and skin blotches.
- d. The resident had first reported the water ingress and damp in January 2020 and, although the landlord had carried out several inspections since then, no work had been carried out. The contractors had advised the resident that it was unlikely that work would start until the new year.
- e. The letter stated this was an unacceptable delay and reminded the landlord it was in breach of its obligations under Section 11 of the Landlord & Tenant Act 1985.
- f. The letter ordered that, in order to address the long standing issue, the landlord was to fix the leak and damp problem as a matter of urgency, apologise to the resident and offer compensation.
- g. In addition, the resident reported that her radiators did not sufficiently heat the property in winter and that a contractor had been scheduled to visit on 3 December 2020. Despite the fact the resident's son had taken a day off work to allow access, it was not until 11am that the

resident was notified that the contractor had cancelled the visit. Had the resident been contacted sooner, her son would not have lost a day's pay.

16. The landlord replied to the CAB on 14 December 2020 and acknowledged the resident's complaint. It confirmed that the resident had contacted it on 3 December 2020 to register a complaint about the cancelled appointment. It added that it was dealing with the matter separately and would therefore not be investigating the matter as part of this complaint. It assured the CAB that, once it had completed its investigation, it would provide a written response within 20 working days.
17. The CAB wrote again to the landlord on 15 December 2020 after it had spoken to the resident. It reported that, on 10 December 2020, two separate contractors had attended the property without prior notice, with instructions to replace the skirting boards and repair the walls. However, they were unable to do any work because the leak had not been fixed. In addition, an electrician was supposed to visit the property on 15 December but failed to attend without any explanation. The CAB asked that these issues be included as part of the resident's complaint.
18. On 21 January 2021 the CAB sent a further email to the landlord chasing the complaint and noting that the repair issues remained entirely unresolved. It asked the landlord to provide a response within seven days and, if it failed to do so, it would ask the Ombudsman to intervene.
19. The resident contacted the landlord on 25 January 2021 to say that she had reported a leak into her property on January 2020 but that still nothing had been done. She said that, within her bedroom, there was damp, fungi growing on the carpet, water running down the walls, icicles on the window frame, falling plaster, freezing temperatures and she was getting excessive electricity bills. She added that her wall heaters were not working properly, contractors had failed to attend on three occasions and the last electrical test was carried out in 2008. She said she had reported the matter to Environmental Health.
20. The landlord responded on 26 January 2021 and apologised that the repairs had been outstanding for so long. It assured the resident that its contractor was aware and was making arrangements to put up scaffolding. It said that, as soon as it received confirmation of a date when the repair work would start, it would contact her again. It also contacted the CAB on 28 January 2021 to confirm that the missed appointments and unscheduled visits would form part of the resident's complaint and to apologise that its investigation was taking longer than it had expected. It said it would update them once it received confirmation of when the outside works would begin.

21. The resident chased the landlord on 4, 9 and 16 February 2021 to say it had promised to get back with an update as to when works would begin but she had still not received any information. She stated that water was still dripping from the inside of her bedroom wall and damaging her health to such a degree she could no longer sleep in the bedroom. She added that there was fungi breeding in the walls and carpets, despite her best efforts to control it. She asked that the landlord reply to her emails.
22. The landlord responded on 18 February 2021 to apologise for the delay in replying, confirmed that the scaffolding had been erected and that the contractor was attending that day to begin the external repairs. It said it had asked the contractor to keep it updated on how the repair was progressing so it could update the resident accordingly.
23. The resident contacted the landlord on 4 March 2021 to say she had not seen anyone start any works and water continued to leak into her property. The landlord responded on the same day to confirm that operatives were due to attend on Saturday 6 March 2021 and that the contractor advised it would take two days to complete the work. It said that, once the contractor confirmed the work was finished, it would arrange for the internal repairs to be scheduled.
24. The landlord wrote to the resident on 25 March 2021, confirming the dates for the internal repairs. It stated that it planned to replace the damaged skirting boards and supply a dehumidifier on 8 April 2021 and, on 6 May 2021, it planned to rub down the bubbled paintwork in the bedroom. The resident responded on 4 May 2021 to inform the landlord that, despite the supposed fix to the roof, water was still coming into her property. She said that, when she spoke to the landlord's contract manager about this, he told her that it was up to the resident to contact the roofers about it. On 10 May 2021 the landlord apologised that there was still a leak, told the resident that it had passed her comments onto the contract manager's superior and that, as soon as it had obtained further information about the ongoing leak, it would let her know.
25. On 19 and 20 May 2021, the resident chased the landlord for an update and stated that there had been yet more cancellations for the outstanding works. The landlord responded on 24 May 2021 to say that the contractor had completed repairs to the balconies in April 2021 but found that part of the work had not been completed successfully. It explained that the contractor had not been able to carry out the remaining works due to poor weather.
26. The resident contacted the landlord again on 1 and 3 June 2021 to say that she had not seen any work taking place, despite the dry weather. On 9 June 2021, the landlord responded that operatives were due to attend the following day to carry out the works to the balcony. On 17 June 2021 the resident

contacted the landlord asking it not to bother arranging internal repairs as water was coming into her property as it had for the last 18 months. On 24 June 2021, she wrote again saying that the landlord had failed to give an update on what was going on with the roof repairs.

27. On 29 June 2021, the landlord carried out a joint inspection of the property with the roofer and reported leak damage to plasterwork, the resident's balcony door and skirting in the bedroom and living room. It added that the carpet along the external wall in the bedroom was leak stained and mouldy. It wrote to the resident on 27 July 2021 with details of the inspection and the resident responded on 29 July 2021 raising concerns that the surveyor was the same one who had already inspected the property 10 times over the last 19 months, and failed to propose a plan to repair the leak. The resident mentioned that she had been hospitalised following a major heart attack and that the continuing issue with water ingress had been a contributing factor. The resident stated that the matter required more senior level intervention.
28. The landlord sent an update to the LA, stating it had still not completed the balcony repair work and that the leak damage inside the property remained outstanding. It confirmed that its roofing contractor had confirmed a start date for works of 9 August 2021. On 30 July 2021 the landlord wrote to the resident to apologise that its repairs team was still trying to book internal repairs while the leak was ongoing and said that, further to its inspection, the surveyor booked a job to asphalt the balconies to remedy the pooling of water. It said the roofing works would start on 9 August and confirmed that, as per the resident's request, it had escalated her complaint to stage two and an independent manager would review her concerns and contact her within 20 working days with a response.
29. The resident emailed the landlord on 11 August 2021 to say that, despite the good weather, no works were taking place and that she had tried to contact the contract manager but that, as usual, he had failed to keep his promises and had not called her back. The landlord replied the same day to apologise that the contractors had not been in touch about the scheduled repair and said it would ask a member of staff to contact her as soon as possible with an update.
30. The landlord called the resident on 19 September 2021 to discuss the complaint and, on 16 September 2021 it carried out a further inspection of the property. Following a failed dye test, it arranged for the roofing contractor to return on 27 September 2021 to reseal any suspected defective areas and carry out another dye test to ensure there were no further leaks. The contractor confirmed to the landlord, on 1 October 2021, that rain had stopped them doing any works and that it needed dry weather to complete the repair.

31. The landlord sent its stage two complaint response on 7 October 2021, which stated the following:

- a. When it spoke to the resident on 14 September 2021, she explained that she had reported a leak in January 2020 and that it had still not been resolved. She reported that the leak had resulted in mould and damp in both her bedroom and living room and that, during the winter, she had difficulty heating the property due to the balcony doors being warped. This had had a significant impact on both her mental and physical health.
- b. The landlord acknowledged that, although the COVID pandemic caused severe delays in completing repairs during 2020, there had been other factors such as issues with contactors and delays in erecting scaffolding. It understood that there had been a number of attempts to fix the leak but that these did not resolve the matter and the property still experienced water ingress during poor weather.
- c. The landlord stated that, despite COVID presenting challenges, particularly in early 2020, when it was limited in the visits it could carry out, it would still have expected the resident's complaint to be progressed and repairs to be completed. It apologised for its 'less than satisfactory' service.
- d. It admitted that the time taken to complete the roof repair was unacceptable and it upheld the complaint.
- e. With regard to the ongoing repair, the landlord advised that the contractors were due to attend again but it was unable to give a clear date as to when that would be. It stated that it would maintain contact with the resident and update her as soon as possible.
- f. To acknowledge how long it had taken it to resolve the issue and the length of time it had taken to respond to her complaint, the landlord offered the resident £200 as a 'gesture of goodwill'. It stated that the amount was calculated based on the delays and inconvenience caused.

32. The landlord sent the resident a further response letter on 10 October, which it referred to as a stage one complaint response. This letter stated the following:

- a. On 12 May 2021, the resident had advised the landlord that there was a leak coming through her ceiling again. The scaffolding was erected in June 2021 but the contractor did not have availability to carry out the repair until 1 June 2021. The contractor then attended on 28 June 2021

but the resident made contact to say there was still a leak. The landlord stated that the contractor returned again in July 2021 and the repair was carried out in full. The contractor was aware that the scaffolding could be removed and that this should be done as a priority.

- b. The landlord apologised for the resident's poor overall experience and the distress and inconvenience caused, and offered the resident £120 as a 'gesture of goodwill'. It broke this down as follows:
 - i. £50 in recognition of the delay in completing the repairs.
 - ii. £50 for the distress and inconvenience caused.
 - iii. £20 for the delay in providing a complaint response.
- c. It advised that, if the resident remained unhappy with the outcome of her stage one complaint, she could escalate to stage two of the landlord's process.

33. This Service spoke to the resident on 18 July 2023, whereby she reported that the leak had still not been resolved and that there was now water coming into her living room as well as her bedroom. She stated that she had not been able to use her bedroom for two years because of the damp and fungi that was growing inside it and that, because the water ingress had warped her balcony doors, they did not close properly. This meant that, because they let in the cold air, she had found it very difficult to heat the property in winter. Although she had reported the warped doors, the landlord had not made any steps to repair or replace them.

Assessment and findings

Scope of investigation.

34. The resident mentions that the issues she had been experiencing with the ongoing leak at the property was noted as a contributing factor to her welfare and that she had been hospitalised following a major heart attack. The Ombudsman does not doubt the resident's comments regarding her health and understands the impact this situation may have had on her wellbeing. However, 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 are more appropriately addressed by way of the courts or the landlord's liability insurer (if it has one) as a personal injury claim.

The landlord's response to reports of water ingress, damp and outstanding repairs at the property.

35. The Ombudsman wishes to acknowledge that the resident and her family have experienced a great deal of distress over a lengthy period of time, while living with an ongoing leak, and the associated damp, mould and fungi growing in one of the bedrooms. The Ombudsman recognises how upsetting and uncomfortable it must have been to live in a property that was in a poor state of repair for so long, especially when the resident was living with a long term health condition.
36. The landlord's Damp & Mould Policy states that it will: "Provide dry, warm, healthy and safe homes for our residents which are free from any hazards." It goes on to say that, "when a particularly severe or recurring damp or mould issue is identified, we will undertake a comprehensive risk assessment, which might result in a range of actions to support the resident depending on their circumstances." The Ombudsman's Spotlight report on damp and mould, published in October 2021, also confirms that damp and mould should be a high priority for landlords and they should take a zero-tolerance approach; be proactive in identifying potential problems and clearly communicate to residents about actions. Where inspections result in recommended works to tackle damp or mould, landlords should ensure they act on the recommendations in a timely manner. Any deviations from the recommendations should be clearly documented and explained to the resident.
37. There is no evidence the landlord took any action to address the leak the resident had reported in January 2020. The records show that the landlord raised a job on 16 January 2020 to "locate and rectify a continuous leak coming through the bedroom wall and ceiling" and a request was made for a "roofer to attend". The records also indicate that an operative had attended prior to the March 2020 COVID-19 lockdown (the records give no specific date) but reported he "will need access to the roof". It is not until the resident's local authority contacted the landlord on her behalf to report "penetrating damp", which "caused rot and mushrooms to grow" that the landlord carried out an inspection of the property, and subsequently raised works to fix the leak. This was around a year after the resident had first reported water ingress.
38. It is recognised that some delays may have occurred during this period due to COVID-19 restrictions. The landlord provided this service with a copy of the 'Construction Leadership Council's 'Protecting Your Workforce During Coronavirus (Covid-19)' guidance, published in April 2020, which the landlord was using at the time to safeguard its operatives and the public during the pandemic. It should be noted however that, although there were still some COVID-19 restrictions in place, the national lockdown ended in July 2020. In addition, the abovementioned guidance did not prevent operatives from

attending properties or carrying out works. The delay of a year, where the landlord took neither steps to address the leak nor measures to minimise the impact on the resident and property was excessively protracted. The lack of action by the landlord was unreasonable and allowed continued deterioration of the property. This demonstrates that the landlord failed to take any prompt or reasonable action to respond to the resident's report of a leak and therefore failed to follow its duties under the Landlord and Tenant Act 1985.

39. One of the outcomes of the landlord's 17 November 2020 inspection was a job raised to fix the leak followed by remedial work to the inside of the flat. However, the evidence shows it was not until 14 December 2020 that the landlord noted that this job had been cancelled. Furthermore, it had only noted the cancellation after receiving the stage one complaint via the CAB. This demonstrates a lack of co-ordination and information sharing between teams, and poor communication between the landlord and its contractors. The cancellation of these works without any proper explanation further exacerbated delays, which left the resident and her family to live in a severely damp property for an even longer time than necessary.
40. Despite the fact the resident had been living with an ongoing leak and the associated damp, which meant she was unable to use her bedroom for around two years, the records indicate that the landlord did not arrange to supply a dehumidifier until May 2021. This was nearly a year and a half after she first reported the leak, and around six months after her local authority had informed the landlord that, due to the level of moisture, there were mushrooms growing inside her property. The delay in providing appropriate support, particularly considering the resident's health problems, demonstrates a failure to properly consider her vulnerabilities or provide any support in order to help her manage the severe damp in her property while it attempted to repair the leak. The landlord's lack of urgency shows a clear failure to recognise a potentially hazardous situation, and this was unacceptable.
41. In addition, given the seriousness of the leak and the damage it was doing to the property, there is no evidence the landlord had considered offering the resident a decant while works were ongoing, or a management move in order that the resident could be moved into another property. Although the resident may not have wanted to move, it would have been appropriate to at least consider offering this option, particularly as the landlord had repeatedly failed to successfully repair the leak.
42. Although it is understandable that poor weather would have hampered attempts by the roofing contractor to carry out the roof and balcony repairs, and this would have contributed to some of the delays, the repeated unsuccessful attempts to find a permanent fix to the problem points to a possible lack of expertise. It is important that the operatives that landlords

commission should have the necessary skills to be able to identify the root cause of a leak and then complete a repair as quickly and as effectively as possible, preferably at the first attempt. The evidence shows there were several attempts to complete the repair and, each time, the resident was left with a damp property that was experiencing ongoing damage. It should also be noted that, despite the assurances the landlord consistently gave to the resident that it would resolve the issue, the resident's property continues to suffer from leaks and penetrating damp.

43. The landlord's Damp and Mould Policy states that it will keep residents informed of any property inspections, diagnosis of issues and the timetabling of works, where these are required. This includes explaining to them why work might be needed and what work might be done. If any changes to the programme of works are needed, the landlord will keep them informed. In addition, this Service's guidance to landlords for repairs complaints, and the Ombudsman's Complaint Handling Code, recommends that landlords give details and timescales for any actions they plan to take and should keep residents regularly updated and informed. There is no evidence the landlord made contact following the inspection and the resident was left to chase up the recommended actions through the Citizen's Advice Bureau. The evidence shows a lack of coordination between the landlord and its contractor, and poor record keeping, which together contributed to the landlord's failure to take the appropriate steps, following the inspection.
44. Despite the fact the landlord was continually made aware by the resident of the problems she was experiencing with damp, and that it had carried out numerous inspections of the property (the resident mentions 10 visits by a surveyor), it made no attempts to address the immediate problem. There is no evidence of any risk assessments to determine the possible impact the damp was having on both the resident and the property, despite the fact the resident made the landlord aware several times of fungi growth. It is unclear what actions, if any, the landlord took following the numerous inspections. Instead, the resident had to endure the disruption and intrusion of repeated visits without any kind of follow up, or anything happening as a result.
45. It is evident that the landlord's communication was consistently poor. There is no indication it made any effort to provide the resident with updates, estimated completion dates or to keep her informed at any point. The landlord kept making commitments that works would begin on certain dates only for the visits to be cancelled without any notification. Whenever the resident made contact, the evidence shows that the landlord would always agree to look into the matter and contact her later. It would then consistently fail to do so. In addition, it was inappropriate for the landlord to tell the resident to take the issue of the continued leak up directly with the roofing contractor. This not

only demonstrates a lack of customer focus and dismissiveness towards the resident, but also demonstrates an attempt to inappropriately shift responsibility for liaising with contactors onto the resident.

46. The resident was left to contact the landlord herself for up-to-date information, which suggests she made significant efforts to progress the outstanding repairs. This should not have been necessary given the landlord's obligations. The landlord's poor communication and failure to adopt a customer focussed approach or to provide regular updates would have added to the resident's uncertainty over whether the works would progress. This Service recognises the landlord may have had some challenges with its contractors; however, its records demonstrate a lack of effective collaboration, proactive monitoring and communication in dealing with the issues, and would have contributed significantly to the excessive delays in completing the repairs.
47. The Ombudsman's Spotlight report advises that the landlord must ensure there is effective internal communication between its teams and departments, and that one individual or team has overall responsibility for ensuring complaints or reports are resolved, including follow-up or aftercare. The records show countless instances of poor communication between the landlord and its contractor. There is no evidence of any effective contract monitoring by the landlord to ensure its contractors were providing a service that was in line with the Repairs policy of completing repairs within 28 working days, or that the contractor was communicating regularly and effectively with the resident.
48. Because of the poor communication between the landlord and its contractor and poor record keeping, the landlord was rarely able to provide any information when the resident made contact. The poor communication between the landlord and its contractor, and resulting lack of communication between the contractor and resident ended up with operatives attending to jobs without having made any prior arrangements with the resident or cancelling jobs without notifying the resident or providing any explanation.
49. The landlord identified a faulty electric panel heater and overdue electric check in its November 2020 inspection, and raised jobs to address these matters. However, the evidence shows that the landlord's poor record keeping meant it was not aware of these issues when the resident chased them up at the end of January 2021. There is no indication the landlord took any action following numerous cancelled visits by contractors to address the heating issue. In addition, there is no evidence the landlord treated the resident's lack of heating during the winter with any urgency or took account of her vulnerabilities by exploring ways it could support her. For example, the landlord could have offered additional heaters to ensure the property could be kept adequately heated. The resident raised concerns that her bills were

excessive due to the gaps in the warped balcony doors that were letting in the cold air. There is no indication the landlord offered to pay towards the additional electricity costs while the resident waited for it to repair the doors that were warped due to the ongoing water ingress. The landlord's lack of clear records means it is not clear when or if the landlord has addressed these issues; however the resident has informed this service that her property continues to suffer from the effects of the warped balcony doors that prevent her from being able to properly heat her flat in winter. This is a further indication of the landlord's failure to address an outstanding repair within an acceptable timeframe, recognise and act on a resident's vulnerabilities or to keep consistent or accurate records.

50. The landlord has acknowledged its service failures. It has admitted its communication was poor and that repairs were not completed within a reasonable time. However, even after it had upheld the stage two complaint and advised the resident that its contractor would be in touch shortly with regard to the repairs, the resident continues to report water ingress, around two years after the landlord sent its final response.
51. The recent reports by the resident of ongoing water ingress suggests that the landlord failed to take the necessary steps in order to investigate the cause of the leak and ensure it did everything it could to fix it. Although the landlord took steps to acknowledge the delays in addressing the problem by offering some compensation, it did not go far enough to acknowledge how its lack of action in dealing with the issue for over three years has impacted the resident and her family.
52. Although the landlord offered compensation of £200 at stage two and then a further £120 in its following stage one response, the landlord's offer of redress falls significantly short of recognising the impact on the resident of the excessive delays, consistently poor communication and the time and trouble the resident took to chase the outstanding repairs and pursue her complaint for around over two years. In addition, the Ombudsman understands the repair to the roof remains outstanding. Due to the severity of the delays, poor communication, the failure to complete the outstanding repair and the cumulative impact of these failings, the Ombudsman has made a finding of severe maladministration.
53. The resident has paid approximately £844 per month (taking account some annual incremental increases) in rental payments during the period of the landlord's maladministration. The Ombudsman considers that, in the circumstances, it is appropriate for the landlord to pay compensation in recognition of the amount of time the resident was unable to use her bedroom, which is around two years. Taking into account the rent paid by the resident over the period, the Ombudsman considers it appropriate for the

landlord to pay the resident £4,000 compensation in recognition of the impact on her and her family of a flat that was in a poor state of repair due to an ongoing leak. This figure has been calculated as approximately 20% of the total rent during the period in question. Whilst the Ombudsman acknowledges that this is not a precise calculation, this is considered to be a fair and reasonable amount of compensation taking all of the circumstances into account.

Complaint handling

54. The landlord failed to respond to the resident's stage one complaint, which represents a failure to meet the expected service standards set both by the landlord's own policy, which undertakes to respond to stage one complaints within a maximum of 20 working days, and the Ombudsman's Complaint Handling Code. There is no evidence the landlord wrote to the resident in the interim to inform her the response would be late, agree a new timescale or offer an apology. The Ombudsman recognises there may have been some delays as a consequence of COVID-19 restrictions and that the landlord may have been dealing with backlogs but, even taking this into account, there is no reason why the landlord should not have provided a stage one response.
55. The excessive delay in responding to the complaint should not have been an excuse to automatically escalate the complaint to stage two. By omitting to respond at the initial stage, the resident's access to the complaints process was limited and she was given no opportunity to benefit from earlier complaint resolution. Although the resident stated in an email to the landlord that, "this now needs more senior level intervention", she did not explicitly state she wanted to escalate her complaint to stage two. Despite this, the landlord automatically took this as an instruction to escalate the complaint without explaining why or apologising that it did not provide a stage one response. The landlord's failure to respond at stage one after seven months and its failure to send any holding replies suggests a potential flaw in the way the landlord keeps track of active complaints, particularly when they are overdue.
56. The landlord sent its final response in October 2021, which was two months after it had acknowledged the complaint at stage two. Again, despite informing the resident she would get a response within 20 working days, it failed to send any holding letters or apologise for the delay in responding. In addition, the landlord sent a stage one response three days later, which was related to the same ongoing issue. Although the resident had already told the landlord the leak was still present, the stage one response states that it had been repaired, which was factually incorrect. This is a further demonstration of unnecessarily protracted, disorganised and poorly investigated complaint handling. After considering the multiple failures in the way the landlord handled the resident's

complaint and the unreasonable delays, the Ombudsman has made a finding of severe maladministration.

Record keeping

57. As referenced throughout this report, the landlord's record keeping was poor. The Ombudsman's spotlight report on complaints about repairs, published in March 2019, states that "it is vital landlords keep clear, accurate and easily accessible records to provide an audit trail. The landlord and its contractors should keep comprehensive records of residents' reports of outstanding repairs and their responses, including details of appointments, any pre and post-inspections, surveyors' reports, work carried out and completion dates". In addition, the Ombudsman's latest spotlight report on Knowledge and Information Management states that, "the failings to create and record information accurately results in landlords not taking appropriate and timely action, missing opportunities to identify that actions were wrong or inadequate, and contributing to inadequate communication and redress".
58. The landlord's records give little indication of which works were carried out, when they were completed or if they took place at all. The landlord did not provide a repairs log that contained completion dates and the only way of identifying any information that pertains to repairs, contractor visits and completion dates is through internal correspondence and the contacts the landlord made to the resident. There does not appear to be any system in place where repairs data is shared between the landlord and its contractor, which can be accessed if any queries are raised or if the landlord needs to check on the progress of works. The lack of clear and accurate record keeping would have contributed to the lack of updates to the resident, the failure to meet agreed timescales and the protracted delays in resolving the outstanding issues.

Determination (decision)

59. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's response to reports of water ingress, damp and outstanding repairs at the property.
60. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's complaint handling.
61. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's record keeping.

Reasons

62. There were excessive delays in completing repairs, a consistent lack of communication from both the landlord and its contractor, poor record keeping, poor contract monitoring, repeated failure to complete a permanent repair and failure to follow its policies and procedures. This meant that the resident and her family were left with an ongoing leak that left them living in a damp and cold property that was in a poor state of repair for an excessive period of time.
63. The landlord consistently failed to follow its complaints policy. After seven months delay, it failed to provide a stage one response and escalated directly to stage two with no clear instruction from the resident. The landlord's complaint handling was overly protracted, ineffective and disorganised, and the landlord sent a stage one complaint three days after it sent its stage two complaint with no explanation. It had send no prior acknowledgement or indication it was investigating a further stage one complaint. In addition, the stage one response was factually incorrect, told the resident that the roof repair had been fixed and did not take into account that the resident had previously advised that the leak was ongoing. This demonstrates that the landlord failed to properly investigate the complaint.
64. The landlord's poor record keeping, its lack of any effective repairs tracking system, and failure to evidence any repairs logs was a major contributing factor in the excessive delays and poor communication the resident experienced over a lengthy period of time.

Orders

65. The landlord to pay the resident a revised compensation amount of £5,300, which is calculated as follows:
- a. £4,000 in recognition that the resident and her family had lost full use of the property due to delays in responding to reports of water ingress, damp and outstanding repairs.
 - b. £500 in recognition of the inconvenience and distress caused by living in a property that was cold and damp for over three years.
 - c. £500 in recognition of the landlord's poor complaint handling.
 - d. £300 in recognition of the landlord's poor record keeping.
66. The total amount of £5,300 must be paid within four weeks of receiving this determination. This replaces the landlord's original offer of £320.
67. The landlord is ordered to provide, within four weeks of receiving this determination, with a copy to the Ombudsman, an apology to the resident from its Chief Executive for its service failures.

68. The landlord to carry out an inspection and heat loss survey of the property and to agree an action plan with the resident to deal with the ongoing water ingress and damp, as well as ensuring the resident's heating system is working properly. Any issues regarding insulation, such as draughty external windows and doors must be addressed and this must be done to make sure the resident is able to properly heat her property this winter. The plans should include details on how and when it will update her on the progress of any outstanding repairs, explain the work that needs to be done and provide dates for when any outstanding work is expected to commence. The landlord to send the Ombudsman a copy of its action plan within eight weeks of receiving this determination.
69. The Ombudsman notes that, during the events outlined in this report, the resident advised the landlord that she had suffered a heart attack. The landlord is therefore ordered to contact the resident to confirm if there are details about her current health or other circumstances that she would like it to be aware of when arranging repairs, or if there are any adjustments it needs to make as a result of any change in health related needs. It should then ensure that its relevant systems are updated with any information the resident provides and then, within eight weeks of the date of this determination, confirm to the Ombudsman that this action has been completed.
70. This investigation has identified a number of issues relating to the liaison between the landlord and its own contractor. The landlord may have since addressed these matters with the contractor through its contract management processes. If so, the landlord is asked to provide confirmation to the Ombudsman, within eight weeks of receiving this determination, that the issues have been addressed and robust contract monitoring arrangements are in place with this contractor. If the landlord is yet to raise these issues with this contractor, it should now do so and provide confirmation to the Ombudsman of the actions taken within eight weeks, as above
71. The landlord should carry out a review of the learning from this case and what improvements it needs to put in place as a result. This review should include consideration of record keeping, complaint handling and contract management, and the landlord is asked to formulate an action plan on how it will address the issues identified from the reviews, and share this with the Ombudsman within 12 weeks of receiving this determination.

Recommendations

72. The landlord to explore whether or not it needs to reimburse the resident for any excess electricity costs due to heat loss, caused by the warped balcony doors and the use of a dehumidifier over an extended period of time. It should ask the resident if she would like to provide comparative electricity bills so the

landlord can calculate whether there are any excess costs it should meet as a result of its delay in addressing the outstanding repair issues.

73. The evidence shows the source of the water ingress was external. In addition, the resident mentions that the issue has affected other flats in the block. The landlord to review its complaints database to check for other properties that have been similarly affected and to arrange inspections with the aim of identifying and resolving any outstanding issues in those properties.