

Housing

Ombudsman Service

REPORT

COMPLAINT 202203299

Peabody Trust

16 May 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:
 - a. The landlord's handling of reports of leaks within the property and the associated repairs.
 - b. The landlord's handling of the resident's complaint.

Background and summary of events

Background

2. The resident lives in a one-bedroom, top floor flat in a four-storey block with two young children. She has an assured tenancy agreement with a housing association.
3. The landlord is aware the resident has anxiety and depression.

Scope of investigation

4. The resident said the lack of action taken by the landlord in resolving the leak affected her mental health and led to a diagnosis of anxiety and depression. She also said that her daughter now has health problems. The Ombudsman does not doubt the resident's comments. However, as this Service is an informal alternative to the courts, it is unable to establish legal liability or whether a landlord's actions or lack of action had a detrimental impact on a resident's health. Nor can it calculate or award damages. The Ombudsman is therefore unable to consider the personal injury aspects of the resident's complaint. These matters are better suited for consideration by a court or via a

personal injury claim. Nonetheless, the Ombudsman has considered the distress and inconvenience that may have been caused to the resident.

Landlord's obligations

5. Under section 11 of the Landlord and Tenant Act 1985, there is an implied term in the tenancy agreement that the landlord will (in summary) keep in repair the structure and exterior of the property.
6. Once the landlord has notice of a repair, it should carry out the repair within a reasonable time (this is set out in case law).
7. Under the Homes (Fitness for Human Habitation) Act 2018, there is an implied term in the tenancy agreement that the property is fit for human habitation when the tenancy is granted and for the duration of the tenancy.
8. In determining whether a property is unfit for human habitation under the Act, the key question is whether a property is “not reasonably suitable for occupation in that condition” because of various factors, which include repairs, freedom from damp, and ventilation.

Landlord's policies and procedures

9. The landlord's complaints procedure says if it receives an expression of dissatisfaction, it will always look to see if it can resolve the matter without the need to record a formal complaint. A risk-based approach is taken when deciding whether a problem should be escalated further and/or logged as a formal complaint. This depends on the circumstances presented such as vulnerability, serious nature of failure or complex/sensitive case management needed.
10. If the case is escalated to a formal stage one complaint, the landlord should issue a stage one response within 10 working days. At stage two, a response should be issued within 15 working days. If it cannot keep to these timescales, an explanation and update should be provided to the resident. A 10-day extension is permitted at stage one, and a 15-day extension at stage two.
11. The landlord's compensation policy says it offers compensation between £301-£400 if there has been extensive disruption to the resident, and a maximum of £100 for complaint handling failures. It also offers a payment of up to 50% of the weekly rent under its room loss allowance policy.
12. The landlord's repair policy states work that requires additional time due to complexity or specialist trade (such as roofing works with scaffolding) should be completed within 60 calendar days. This is the maximum repair timescale cited.

Summary of events

13. On 24 January 2020, the resident reported a leak in the bathroom ceiling to the landlord. The landlord's appointed contractor inspected the property on 17 February 2020. The contractor's report states water ingress was found in the living room, kitchen, and bathroom. Scaffolding was requested to inspect the roof.
14. Over three weeks later, the scaffolding request was approved. It was erected on 25 March 2020. The contractors attended on 14 April 2020, but could not access the scaffolding at the rear of the building. They returned ten days later and inspected the roof. It was noted on their report that the scaffolding must be accessed in future by lifting a fence in another resident's garden. The contractors submitted a repair quote to the landlord. It was approved on 12 June 2020 and repairs were completed four days later.
15. The resident reported on 18 June 2020 that the roof was still leaking. An appointment was made for 21 July 2020 for the contractors to reattend. It is unclear whether they attended on this date. Records show the contractors attended on 2 August 2020 but the door to access the scaffolding via the ground floor was locked, so no action was taken. The contractors were chased for updates between August 2020 and March 2021. There is no evidence to suggest the resident was kept updated.
16. The resident submitted a formal complaint online on 9 March 2021. She explained she had chased the landlord continuously about resolving the leak that she reported in January 2020. She said water was leaking in the living room when it rained and there was a hole in the kitchen ceiling. She had a 6-year-old child and an 11-month-old baby living in the property and felt it was "incredibly unsafe".
17. The landlord responded to the resident the next day. It told her to contact the repairs department directly. The resident said she had already done this on many occasions. She made it clear she wanted to raise a formal complaint and asked the landlord to specify the next steps in its complaint procedure.
18. The landlord confirmed on 15 March 2021 that the work order from January 2020 was closed on its system. On 16 March 2021, a new repair request was raised. The landlord reminded its contractors how to access the scaffolding. An appointment was made for 24 March 2021 to examine the roof. Repairs were done on 19 April 2021.
19. On 4 May 2021, the resident reported that the leak in the living room was worse than before. Contractors returned three days later and found a hole in the loft membrane and the roof.

20. Further works were undertaken on 3 June 2021. The next day, the resident reported that the leak was still ongoing. She followed this up on 10 June 2021, to explain that the leak in the kitchen had now stopped but it was ongoing in the living room every time it rained.
21. A joint inspection was arranged with a surveyor and contractors on 26 July 2021. Further works were identified, and a new job was raised. The contractors requested an asbestos report on 23 August 2021. It is not explicitly clear what happened between August 2021 and October 2021. The landlord's notes state more tiles were required to complete the repair, and there was still a leak into the bathroom and living room.
22. In October 2021, the landlord arranged for a different contractor to investigate the leak. An inspection took place on 4 November 2021. The landlord chased for the report shortly after and was told the contractor had since been hospitalised.
23. The landlord received the inspection report and repair quote on 3 December 2021. The report said:
- a. The roof had previously been repaired but this had not been conducted properly.
 - b. The roof tiles were not level.
 - c. The felt and battens were not replaced. They were damaged and caused a leak into the resident's property.
 - d. There was damaged lead flashing which was affecting the bathroom.
 - e. Internal works were needed to the bathroom, bedroom, and hallway due to water damage.
 - f. Once approved, the contractor could complete all works before Christmas 2021.
24. The landlord noted that one contractor claimed the previous repairs were not completed, whereas another contractor claimed the repairs were sufficient. Other notes indicate there may be a new leak in a different area. It referred the repair to its duty surveyor on 6 December 2021.
25. On 17 December 2021, the resident asked for her complaint to be escalated to stage two.
26. The landlord rejected the repair quote (from paragraph 23) on 14 January 2022. It referred the case again to its surveying department. In the meantime, the landlord asked for a quote for temporary repairs to halt the ingress of water from the roof and to remove sections of the ceiling.

27. On 18 January 2022, the contractor explained temporary repairs could not be carried out to the roof itself, as it had previously been patch repaired a few times. However, internal works could be quoted. It subsequently provided a quote to cut out the damaged ceiling in the bathroom, living room and bedroom and install plasterboard.
28. The landlord informed the resident on 21 January 2022 that she could expect a response to her complaint by 11 February 2022. The resident acknowledged this and told the landlord the flat was extremely cold due to the exposure through the bathroom and living room ceilings. She said she had to leave the heating on throughout the day, using more gas than normal.
29. The landlord rejected the contractor's quote from paragraph 27 and asked it to only quote for removing sections of the ceiling that could fall. It accepted the revised quote on 1 February 2022 and the works were completed seven days later. The resident followed up with the landlord the next day because the contractor removed the shower curtain fixture which caused the bathroom floor to get wet. She also provided a video to show water was still leaking significantly through the ceiling following the "make-safe" repair.
30. Internal emails with the landlord between February 2022 and April 2022 asked what was being done about the roof leak as there was not a works order outstanding. It queried whether the initial contractor would be recalled. An inspection was then arranged with a surveyor on 26 April 2022.
31. The resident complained to her local councillor. He wrote to the landlord in March 2022 chasing for an urgent response. The landlord acknowledged the leak was ongoing and said a formal complaint response will be issued once the surveying team came back with the next steps.
32. A joint site visit took place with a surveyor and roofing contractor on 26 April 2022. The report said:
 - a. The area of water ingress was not linked to the previous areas.
 - b. There was loose flashing on the rear.
 - c. There was loose and missing mastic pointing on all the stepped flashings, front and rear.
 - d. There were broken tiles and a blocked gutter at the front.
33. The councillor and resident chased for an update on 13 May 2022. The surveyor informed the landlord on 16 May 2022 that the repair quote was approved, and they were waiting for a start date.
34. The landlord issued its stage two response on 20 May 2022. It said:

- a. The resident reported the leak in January 2020. Scaffolding was erected on 25 March 2020, but it needed to be inspected before use. Contractors had difficulty gaining access to inspect the scaffolding.
- b. The contractors renewed tile vents, a broken tile and applied flash banding over a tile in June 2020.
- c. In July 2020, the resident reported the leak was ongoing. There were issues gaining access to the scaffolding. The repair order was closed in March 2021.
- d. Following this, several repair requests were raised, and visits were conducted by various contractors to identify and fix the leaks via a process of elimination.
- e. The complaint was escalated to stage one in May 2021. The stage one manager spoke to the resident in June 2021 and progressed works, however there were delays due to issues with scaffolding, asbestos checks and different contractors being involved.
- f. It acknowledged repairs were marked as completed, only for leaks to reoccur. However, it appeared the leaks came from separate areas.
- g. When the complaint was allocated to stage two, a qualified surveyor attended and outlined a schedule of works that were expected to fully resolve the leaks.
- h. It recognised there was a lack of oversight and poor communication, and that repairs should have been quality checked to ensure they were effective. It identified there were significant delays due to the resourcing of its contract management team.
- i. It found complaint handling failures at both stages and said that it had not recorded a stage one response.
- j. It listed the works that would be conducted over the next few weeks. It said it would complete the internal works once the repairs are deemed effective.
- k. It offered £800.00 for the time, trouble, and inconvenience as two rooms were affected by the leaks. It also offered £300 to reflect the complaint handling failures.

Actions post complaint process.

35. On 25 May 2022, the resident addressed the landlord following its stage two response. She said:

- a. When the leak was reported, she did not expect it would take two months just to erect scaffolding.

- b. When the scaffolding was first erected in March 2020, the contractors gained access through another resident's flat. They left a trail of mud in her neighbour's home, so they refused future access through their flat. Instead, they said contractors could access the scaffolding through their garden by lifting a fence panel. This was recorded on file for future reference so the contractors should not have had any problems accessing the roof.
 - c. She disputed the contractor's allegations that they were unable to contact the resident or access the property. She explained she was on maternity leave at the time and wanted the roof fixed before her baby was born.
 - d. The contractors did not respond when she chased for updates and the manager did not contact her when promised. The stage one manager was unhelpful and did nothing to support her through the investigation.
 - e. The exposure from the holes caused a draught of cold air into the flat which increased her gas expenditure.
 - f. The leak damaged bathroom floorboards, baby clothes and baby supplies. There was also damp and mould.
 - g. Due to the severity of the distress lasting for over two years, her mental health was affected. She has since been diagnosed with anxiety and depression. Her daughter now has health problems.
 - h. The temporary plasterboard on the ceiling contained holes so when it rained, water came straight through. She was unable to use the bath at times and sometimes her and the children had been caught in downpours whilst bathing. She also slipped as a result and made a hole in the bathroom door.
 - i. She felt completely deflated and said she lived like a squatter with her children. She rejected the compensation and said appropriate redress would be around £5000.
 - j. She provided supporting photos and videos.
36. The councillor also responded to the landlord. He said, "in my 26 years as an elected councillor, I have rarely come across such a level of housing management negligence and hurt caused to a tenant and their young family".
37. External repairs were completed in May 2022. Internal plastering was undertaken around July 2022. Internal emails show that the contractor initially appointed to repair the ceiling had "messed it up" and a second contractor had to rectify the poor workmanship.
38. The resident escalated her complaint to this Service on 18 July 2022. She said:

- a. The landlord made significant failures when communicating with the various contractors to get access to the property.
 - b. Personal belongings were damaged.
 - c. There was a lack of support and acknowledgement of health and safety issues that the resident and her young children had to cope with.
 - d. She incurred extra gas expenses during the winter periods for over two years due to the draught.
 - e. She requested that the level of redress be reconsidered.
39. On 2 September 2022, the landlord responded to the resident's email dated 25 May 2025 (paragraph 35). It apologised for the delay, citing increased volumes of repair requests and complaints. It said:
- a. It is sorry for the delays and overall poor communication concerning the erection of the scaffolding, access arrangements and appointments.
 - b. It will rectify the internal damage. It asked for an estimate of the cost of the damaged baby clothes and items.
 - c. It accepted that some of the resident's experience would fall into the realm of personal injury which is not something its compensation policy covers.
 - d. It offered an additional £300 compensation for the time, trouble and inconvenience considering the issues highlighted and the delays and poor communication following the stage two response. It also offered an additional £175 for complaint handling.
40. The resident responded on 5 September 2022. She said the landlord had not mentioned her increased gas expenses. She estimated the damaged baby items were in the region of £600, with additional gas expenses around £800 for the two-year period.
41. The landlord asked for evidence of costs on 21 September 2022. The resident provided receipts for baby clothes totalling £490.63. She explained the leaks happened over a two-year period and she no longer had receipts for baby supplies. She said she was on a gas meter so she cannot provide an itemised bill. She added she still had not been updated regarding the outstanding repairs. This was chased again in October 2022.
42. In November 2022, the resident highlighted outstanding internal repairs to the landlord, poor workmanship regarding the plastering and chased for updates to finalise the matter. It offered her £200 towards the damaged baby clothes and £200 towards the increased gas costs.

43. On 7 December 2022, the landlord appointed a co-ordinator to monitor the repairs and ensure they were completed. On 14 December 2022, contractors inspected the resident's property and submitted a quote for the remedial works. This was approved by the landlord on 20 December 2022.
44. Further scaffolding was installed on 4 January 2023 and tiles were repaired the same day. Internal decorations were completed on 7 February 2023 to the living room and kitchen; however, the resident was unhappy with the quality of the workmanship. The resident explained the contractors were unhelpful when she raised concerns, so she had to contact the co-ordinator and provide photos. The contractors returned on 10 February 2023 to conclude the repairs.
45. On 27 April 2023, the landlord offered an additional £200 to acknowledge the delay completing the internal repairs and an additional £75 to reflect the delay responding to the complaint. The resident rejected this and felt £500 was more appropriate in the circumstances. The landlord recognised its shortcomings, apologised, and increased its compensation to £500. It also explained that an extensive restructure and merger had recently taken place, so the problems experienced by the resident are unlikely to happen again. The resident accepted the compensation.

Assessment and findings

46. Where there are admitted failings by a landlord, the Ombudsman's role is to assess whether the redress offered by the landlord put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this, the Ombudsman considers whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: be fair, put things right and learn from outcomes.

The landlord's handling of reports of leaks within the property and the associated repairs

47. From reviewing the summary of events, it is clear the landlord repeatedly failed in its management and oversight of the investigation into, and repair of, the leaks. The resident reported the leaks on 24 January 2020. The leak was stopped in the kitchen in June 2021, some 18 months later. The leaks to the living room and bathroom were not concluded until 27 May 2022, 854 days later. It is unclear how long the bedroom was impacted by the leak. The internal repairs were not concluded until February 2023, more than three years after the leaks were reported. This is completely unacceptable and falls significantly outside of the landlord's repair policy which states that complex repairs should take no more than 60 calendar days. The Ombudsman

recognises the considerable detriment the prolonged repairs had on the resident and her family.

48. From considering the evidence available, it is evident there were avoidable delays throughout. For instance, it took two months for the scaffolding to be erected and a further month for a roof inspection to take place. A repair was done in June 2020, however two days later, the resident reported that the leak was still ongoing. There was no sense of urgency returning to the property. The contractors returned around August 2020, but said they were unable to gain access to the scaffolding, even though a report from an earlier inspection clearly explained the agreed access route. This shows there were communication failures that contributed to the delays.
49. Records show the landlord chased the contractors approximately 13 times between August 2020 and February 2021, but no other action was taken. This was unacceptable. It is not clear why the repair request was closed when the leak was still ongoing. Records from this time lack detail, so it is difficult to understand the landlord's decision-making process. The landlord is ultimately responsible for the actions of its appointed contractors and its lack of oversight, lack of urgency and lack of response was a substantial failing.
50. From April 2021 to October 2021, contractors attended the property several times and a visit took place with a surveyor. This Service has not seen a detailed report from the surveyor; however, records show that additional problems with the roof, tiles and felt membrane were identified across this period. It is not clear why it took many months and several inspections to identify things like holes and damaged flashing, considering these are common roofing issues that would have likely been present during the initial inspection in April 2020. This should have put the landlord on notice that the contractor's investigation into the leak and repairs required closer attention and active management.
51. The landlord said within its complaint response that there had been a "process of elimination" with the repairs and that it appeared leaks came from different areas. It has not provided conclusive evidence to support this statement. Contractors had different opinions about the cause of the leaks. The Ombudsman appreciates that it can be difficult to identify the source of a leak on a roof and pinpoint the exact area where the ingress of water occurred. This is why investigations must be managed effectively and handled with a sense of urgency, to identify and resolve the problem at the earliest opportunity. Within this case, the Ombudsman has seen no evidence the landlord proactively managed the investigations or completed a comprehensive roof inspection at the earliest opportunity.

52. Despite the duration of the leak and considerable number of failed repairs, the landlord only arranged for one flood test in June 2022, after this Service and the resident's councillor became involved in the complaint. Given the history of leaks, conflicting opinions by different contractors, and unsuccessful repairs at the property, this Service would expect the landlord to check the quality of works throughout and ensure an effective and lasting repair had been completed.
53. There is evidence within the file to indicate possible faults with a previous contractor. Another contractor inspected the roof in November 2021 and said "...the roof has been previously repaired, but this has not been carried out properly. The roof tiles that have been installed are not level. The felt and battens below have not been replaced - these are damaged and causing leaks..." Repair solutions and a quote were presented to the landlord on 3 December 2021, and the second contractor guaranteed the repairs would be completed by Christmas 2021. The landlord decided not to accept their repair quote and instead referred the matter to its surveying department on 6 December 2021. The landlord has not explained its decision making here, nor has it provided evidence to show it kept the resident informed. At this point, the leaks had been ongoing for almost two years. The Ombudsman would expect to see the landlord acting urgently to complete a permanent repair to the property and to keep the resident updated throughout.
54. The landlord's internal emails from December 2021 onwards indicate a lack of ownership and a lack of decisive action. There was a further delay of almost five months from 6 December 2021 to 26 April 2022, when a joint site visit took place with the original contractor and a surveyor. This Service has seen no evidence to explain why this delay occurred. The significant delay experienced here was unacceptable and further supports that the landlord did not act proactively to conclude the repairs. This meant the resident and her young family spent another winter in a wet, cold, and uncomfortable environment. This further added to the distress and inconvenience caused to the resident.
55. Despite the number of visits to the property, the landlord did not take steps to make the property safe until February 2022, when sections of the bathroom ceiling were removed, and plasterboard was put up. The "make-safe" repair was not effective. The resident sent the landlord a video of the bathroom after the temporary repair, showing a significant amount of water pouring through the ceiling. She explained it was unsafe and dangerous to be living there and she was unable to use the bath at times. She also described her children getting caught in downpours if it rained when they were in the bath. She said the leak damaged the bathroom floor, baby clothes and baby items. She also described the presence of damp and mould caused by the wet living

environment. The Ombudsman finds that the landlord failed to treat the matter with the seriousness which it required, considering the condition of the property, safety concerns, and how much distress was being caused to the resident and her young children.

56. It is of particular concern that the landlord neglected to conduct an assessment of the property to assess habitability, considering the prolonged duration of the leaks and the percentage of the property that was affected. The holes in the ceiling and wet conditions made the property cold and more expensive to heat. The resident repeatedly made the landlord aware of the distress, discomfort, and impact on her mental health, as well as the impact on her children. There is no evidence to demonstrate the landlord considered the vulnerability of the occupants, completed a risk assessment, checked whether the electrics were safe, offered interim support, or prioritised the repairs. Considering the circumstances, it would have been appropriate for the landlord to assess whether the resident and her family required a decant until the leak and damage to the property were resolved. The landlord's failing to consider this is a significant failure.
57. The Ombudsman finds that the landlord failed to communicate effectively with the resident throughout this case. The resident was not updated regularly and had to spend an unreasonable amount of time chasing for updates. Managers did not return calls as promised and the resident was not provided with an action plan of works with defined timescales. There were significant delays responding to emails and the resident was left unsupported, even when she made it clear her living conditions were impacting her mental health. The Ombudsman determines that the communication failings throughout exacerbated the situation, delayed the resolution of the substantive issue, and worsened the impact on a vulnerable resident.
58. The Ombudsman is concerned about the landlord's record keeping, since the records provided do not include all details of what happened at every repair appointment or full details about what happened with the complaint, particularly at stage one. This Service expects landlords to keep sufficiently detailed records of repair attempts and of when repairs are completed. It is essential for the landlord to keep track of repairs for which it is responsible, to ensure it meets its repairing obligations. It is also vital to keep a record of communication with residents. If we investigate a complaint, we will ask for the landlord's records. If there is disputed or unclear evidence and no audit trail, we may not be able to conclude that an action took place or that the landlord followed its own policies and procedures. A separate order has been made to reflect this.
59. At stage two, the landlord said it offered the maximum for time, trouble, and inconvenience for two rooms (based on £200 per room) and then doubled

this, resulting in £800. Yet evidence submitted to this Service shows the resident reported leaks to the bathroom, living room and kitchen. Additionally, a repair quote shows works were required to the hallway and bedroom ceiling due to water-damage. This evidences that all the rooms within the flat were affected by the leaks. As such, the Ombudsman finds this amount to be insufficient to fairly compensate the resident and suggests that the landlord has not fully considered the extent of the leak in its calculation of redress.

60. The landlord increased its offer of compensation four times following the stage two response to a total sum of £2475 (including the compensation for complaint handling referred to below). A breakdown of this is included in the summary of events section of this report and includes a £200 contribution towards the residents increased gas bill and £200 towards damaged personal items. Part of this increased compensation is for a period of further delays after the landlord issued its stage two response, from May 2022 to February 2023.

61. Considering the length of time that the resident and her young children lived at the property where disrepair impacted all four rooms and, the distress and inconvenience caused by living without safe and usable bathroom facilities, the Ombudsman concludes the compensation offered by the landlord is not proportionate to address the impact on the resident.

62. The landlord provided evidence of the rent charged at the time of this matter:

- a. £1117.92 in 2020
- b. £1119.96 in 2021
- c. £124.67 in 2022

63. The Ombudsman has made an order of compensation, set out below, taking in to account the specific circumstances of this complaint, the resident's rent payments, and the Ombudsman's Remedies Guidance. The order considers the weekly rent specified above. The property is comprised of one bedroom, a bathroom, a living room, and a kitchen.

64. There was a leak in the bathroom and living room from 24 January 2020 to 27 May 2022 – 122 weeks. There was a leak in the kitchen from 24 January 2020 until 3 June 2021 – 71 weeks. It is unclear from the evidence available the duration of the leak within the bedroom or when the bedroom was repaired. The bathroom repairs were completed on 29 June 2022. Repairs to the living room and kitchen were completed on 10 February 2023. Considering the size of the property, the number of occupants, the number of rooms affected by the leaks and the impact on the overall living space and enjoyment of the property, the Ombudsman concludes that compensation calculated using 40%

of the weekly rent from 24 March 2020 to 27 May 2022 should be paid to the resident, totalling £2941.28. This is based on 25% for the bathroom and 5% for the remaining rooms, and accounts for the 60 days maximum repair timescale within the landlord's policy.

65. The Ombudsman orders that compensation calculated using 10% of the weekly rent from 27 May 2022 to 10 February 2023 is paid to the resident, reflecting the period repairs were outstanding to the living room and kitchen, totalling £461.28.
66. In addition, a compensation payment of 5% of the weekly rent from 27 May 2022 to 29 June 2022 is awarded to reflect the period the bathroom repairs were outstanding, totalling £31.17. Therefore, the total compensation payment to the resident for the impact to the home and loss of amenity is £3433.73. This is based on the resident's weekly rent (as per paragraph 62) and considers the annual increase each fiscal year.
67. A separate order has been made for the landlord to consider the loss of amenity and impact on the bedroom, as the Ombudsman is unable to evidence the date it was restored to its pre-leak condition.
68. The Ombudsman also considered the distress and inconvenience suffered by the resident because of the landlord's failure to remedy the leaks in a timely manner, its failure to treat the repairs with the appropriate urgency, its failure to acknowledge the resident's vulnerabilities and its poor communication throughout. In this case the Ombudsman considers the distress and inconvenience suffered by the resident to be very significant over a prolonged period. The Ombudsman particularly highlights the impact on the resident during her pregnancy and her deep concern after the birth at having to raise her new-born baby and a young child in a potentially unsafe, damp, and uninhabitable environment. In recognition of the severity of the detriment caused to the resident, the Ombudsman requires the landlord to compensate her £1000 for the distress and inconvenience as outlined above.
69. It is noted that following the stage two response, the landlord said it was willing to reimburse the extra heating cost upon production of bills for the comparative period and evidence of the increased cost to the resident. The Ombudsman recognises that some time has passed since the events and it would cause a notable burden on the resident to collate this, particularly as she is on a prepaid meter. As such, the Ombudsman does not consider it appropriate to make a specific order for financial reimbursement for the actual gas costs incurred by the resident. Instead, the Ombudsman considers it fair and reasonable for the landlord to increase its contribution toward the additional heating costs from £200 to £575. This is calculated at £5 per week for each week that the leak was ongoing, minus the sixty-day maximum repair

timeframe in the landlord's repair policy. In making this award, the Ombudsman has considered the varying gas usage across the seasons.

70. Following paragraph 69, this Service understands it would be difficult for the resident to provide evidence of financial loss regarding damaged baby supplies and items, considering it has been some time since the events. Additionally, records show the landlord missed an opportunity to investigate this thoroughly at the time it was initially raised. In the post-complaint correspondence, it is noted the landlord made sweeping generalisations about how insurers would calculate loss or damage to personal items. These statements were factually incorrect, as many insurers offer "new for old" cover, dependant on the individual policy. After considering the information available, the Ombudsman considers it appropriate to require the landlord to make a further payment of compensation here. This is to reflect the impact on the resident for the damaged personal items and the landlord's failure to investigate this at the time. The Ombudsman concludes additional compensation of £300 would be fair in the circumstances.

71. Overall, the landlord did not treat the resident fairly in the way it handled reports of leaks within the property. It acted with a lack of urgency and failed to keep the resident updated throughout. It did not consider her vulnerabilities or assess whether the property was habitable. This constitutes severe maladministration.

The landlord's handling of the resident's complaint.

72. The landlord failed to adhere to its complaints policy. In March 2021, the complaint form submitted by the resident explained the leak had been ongoing in the living room and kitchen since January 2020 and there was an 11-month-old baby and six-year-old child living in the one-bedroom property. There is no evidence to show the landlord took a risk-based approach when deciding whether to handle the matter formally or informally. Instead, it acted inappropriately by asking the resident to raise a new repair and offered no support or consideration of the vulnerability of the residents. The Ombudsman considers it to be best practice for a landlord to refrain from informal complaint procedures where a resident expresses clear dissatisfaction over a substantive issue. By failing to recognise and record a formal complaint at this time, the landlord missed an opportunity to achieve a swift resolution and to reflect on its failings for future service improvement.

73. Under its policies, the landlord should have issued a stage one complaint within ten working days. In this case, it neglected to issue a stage one response at all. This effectively blocked access to the complaints process. This further compounded the detriment to the resident and made her feel her experience of living in a property with multiple leaks for a prolonged time was

minimised by the landlord. It also prevented the resident from accessing this Service and contributed to further delays resolving the substantive issue.

74. The complaint was escalated to stage two on 12 December 2021, nine months after the resident submitted a complaint form. The complaint was kept open for an excessive period, and it took the landlord over five months to issue its stage two response. Its policy states this should have been issued within a maximum of 30 working days. The Ombudsman's Complaint Handling Code ("the Code"), published in July 2020, specifies that a stage one complaint should be finalised in 10 working days, with no more than a further extension of ten working days. A stage two complaint should be finalised within 20 working days, with a further extension of 10 working days if required. The Code serves to illustrate that this complaint was kept open for an unreasonable duration.
75. It is evident the landlord failed to follow its complaint policy which resulted in a protracted process and a lack of clear, meaningful updates. The landlord showed an unwillingness to progress the complaint at stage two until the property had been reviewed by a second surveyor and a scope of works had been produced for the repairs. The Ombudsman is concerned by this as the resident and a councillor requested the landlord's final response on several occasions and were never given a sufficient explanation as to why this remained outstanding. The Code explains that a complaint response should be provided when the answer to the complaint is known, not when outstanding works are completed. The landlord's actions here were not fair or reasonable, and added further confusion and distress to the resident. Considering the evidence available, the Ombudsman finds the landlord failed to treat the resident's complaint with the necessary attention, care, and importance it deserved.
76. In the Ombudsman's opinion, the stage two response is partly dismissive in tone and attempted to minimize the failings of the landlord. It did not take full ownership of the failures and delays caused by its appointed contractors and it did not explain why the repair request was closed in March 2021. Furthermore, it did not investigate some of the points raised by the resident, such as personal belongings damaged by the leak and increased gas expenses. Additionally, the landlord did not fully consider the impact on the resident when raising a young family in a property with significant disrepair. Taken altogether, the landlord missed opportunities to address and resolve the wider aspects of the resident's complaint, show empathy, and improve the landlord/tenant relationship.
77. The landlord indicated that it had reflected on the resident's experience and learnt from its errors within the stage two response. It acknowledged that in future, post-work inspections should be carried out more often, especially

where roof repairs are concerned. Additionally, it cited a need for better quality checks and overall oversight of repairs, as well as admitting the failures at stage one. Despite the above, the Ombudsman observes it took an additional nine months to complete the repairs, indicating the landlord did not implement the lessons learnt from this case.

78. The Ombudsman is concerned the landlord investigated new issues under the same complaint, acting outside of its complaint policy and the Code. The stage two response in May 2022 should have been its final answer. Any new problems, such as delays completing internal repairs and poor workmanship of said repairs, should have been investigated and recorded as a new complaint. It is essential for a landlord to correctly record all complaints to ensure its data is accurate. Additionally, residents need clarity on when they have exhausted a landlord's complaint process so they can escalate matters to the Ombudsman. In this case, referral rights to this Service were provided in May 2022. It is not clear what options were available to the resident if she disagreed with the landlord's position in its more recent responses. The Ombudsman concludes the landlord has not been clear, fair, or transparent in its actions here.

79. Within the landlord's post-complaint correspondence in April 2023, it described the changes it has made to its complaints team following an extensive restructure. It explained new staff have been hired at every level to ensure complaints are responded to in a timely manner. It said it had identified the root cause of complaints, and it is arranging for better management to ensure greater oversight, accountability, and monitoring of its contractors. It also confirmed staffing levels have been increased within the contract management team. The Ombudsman finds it appropriate that the landlord has reflected on this case since its final response and demonstrated additional learning from its mistakes. An order has been made for the landlord to provide more information about these changes in the form of an action plan.

80. The landlord awarded £300 at stage two to recognise its complaint handling shortcomings and the delays responding to the complaint. While the Ombudsman appreciates this is triple the maximum complaint handling compensation permitted within the landlord's policy, the Ombudsman is minded that this does not go far enough to recognise the significant complaint handling failures described within this report. The landlord later increased its compensation for complaint handling by £175 on 2 September 2022 and by £75 on 27 April 2023, making a total complaint handling compensation award of £550. Overall, the Ombudsman concludes there were significant failures in the landlord's handling of the resident's complaint. The complaints procedure was not used as an effective tool in resolving the substantive issue for the

resident but instead compounded the detriment caused. This constitutes maladministration. As such, appropriate orders are made below.

Determination (decision)

81. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in its handling of reports of leaks within the property and the associated repairs.
82. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in its handling of the resident's complaint.

Reasons

83. The landlord failed to resolve the leaks within the timescales stated in its repair policy. It did not act with a sense of urgency and did not consider whether the property was habitable for the vulnerable residents. It did not effectively manage the repairs or keep detailed records, and it failed to keep the resident updated.
84. The landlord did not follow its complaint process. There were delays recording a stage one complaint and a stage one response was not issued. There was a significant delay responding to the complaint at stage two, and new issues were investigated as part of this complaint after the complaint process had been completed.

Orders

85. Within four weeks from the date of this report the landlord will:
- a. Provide a written apology to the resident from a member of the senior leadership team for the failings identified in this report.
 - b. Pay the resident £6058.73 compensation. This amount replaces the landlord's previous offer of £2250. If the landlord has already paid the resident £2250, this should be deducted from the £6058.73 ordered. The compensation is comprised of:
 - i. £3433.73 to reflect the impact on the home and the resident's use of it while paying full rent for the property.
 - ii. £600.00 for poor complaint handling.
 - iii. £1000 for the overall distress and inconvenience caused to the resident and her family.
 - iv. £575.00 towards the resident's increased heating costs.
 - v. £300.00 for the impact on the resident for the damaged items.

- vi. £150.00 for the record keeping failures.
- c. Pay the resident compensation to reflect the loss of amenity of the bedroom. This should be calculated at 5% of the weekly rent of the property from the date the leak was stopped (27 May 2022) until the date the bedroom was repaired.
- d. Self-assess its complaint handling policy against the Code.
- e. Complete a review of its overall management of this case to identify any lessons learned following the Ombudsman's investigation.
- f. Complete an action plan focusing on how it can improve its service to its residents.

86. The landlord should provide evidence of compliance to this Service.