

Housing

Ombudsman Service

REPORT

COMPLAINT 202121187

London Borough of Hackney

31 March 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 the resident's reports of an ongoing roof leak.

Background and summary of events

Background

2. The resident is a leaseholder of the landlord. The property is a maisonette on the fifth and sixth floors of a six-storey block. The lease commenced in 2017.
3. The lease sets out the contract between the parties, and confirms that the landlord is responsible to keep in good repair the structure, the roof, every part of the property above the top floor ceiling, and pipes (except those that are solely installed or used for the purpose of any particular flat and which the owners are responsible for under the lease).
4. The landlord operates a two stage complaints procedure and aims to respond at stage one within 10 working days and at stage two, within 20 working days. The landlord's compensation policy refers to the Ombudsman's guidelines and does not set out its own guidelines.

Summary of events

5. The resident says that she has experienced water ingress into her home from the roof since 2019. The evidence shows that in June 2019, an inspection was carried out which identified defective areas of asphalt on the roof above the flat and debris filled internal outlets, after which works were completed in August

2019 to 'patch mastic asphalt roof;' 'repair asphalt angle fillet;' rod drains; and remove stone chippings.

6. Around March 2020, seven months later, the resident reported that water from the roof could be heard running down behind walls of the property, from a bedroom on the top floor to the kitchen on the lower floor. This occurred even when it had not rained. Following this, the roof was inspected (by a contractor) around 17 April 2020, and the property was inspected around 4 May 2020. The inspection outcomes are unclear, but they seemed to identify the need for a further roof survey, as in June 2020 a repair was raised for contractors to do an electronic leak detection survey and identify required repairs. The same month, contractors carried out a survey that reportedly identified multiple roof defects. On 2 July 2020, they provided the landlord with an estimate for works. On 11 August 2020, after chasing from the resident, the landlord raised repairs to 'patch mastic asphalt roof' and 'repair asphalt angle fillet,' which were completed on 3 September 2020.
7. Four months later, in January 2021, the resident made further reports, as a repair was raised to "felt over pipework insulation to make watertight, form lid to inspection chamber, apply reflex coating to damaged areas of roof and upstands from outlet to stop the leak, rod through drain outlets to ensure no more leak." The landlord has said works were completed the same month although this is unclear from the repairs records.
8. In February 2021, the resident reported that there was still an unresolved leak and says a panel in the bathroom was opened to inspect the pipes, while the landlord says a dye test was also carried out in April 2021 (although this is unclear from the repairs records). The resident says she was subsequently informed that the issue was resolved, after which she carried out some redecoration.
9. On 10 and 11 May 2021, the resident complained to the landlord via email when she found that the leak continued:
 - a. She explained that she lived in a second floor, two-floor maisonette and had reported a leak that affected a bedroom, bathroom and hall for over two years. She said she had started redecorating but the leak was still ongoing, despite being informed it had been fixed three weeks prior.
 - b. She explained that the water ingress extended from the roof above the bedroom, down the bedroom wall, and then down to the main entrance wall on a lower level. She explained that the issue had led to wet walls, mould, smells, and the wall "coming off" in the bedroom where her children slept.
 - c. She explained that she was concerned about the safety of the roof and bedroom wall and concerned that the property condition was a risk to the

health of her children (including a baby), as they were sleeping in a dusty environment and constantly inhaling a mould odour.

- d. She requested for her complaint to be taken seriously and for repairs to be carried out, and said that the lack of resolution of the issue for a long time had caused much stress.

10. On 11 May 2021, a roofer attended the property. The same day, the resident emailed the landlord, and noted the roofer had said the roof was fine and the issue may be pipework which may require a plumber inspection. She noted there was a panel between the bathroom and bedroom where the leak was, in which there were mains water supply pipes coming from the roof. She commented that if the issue was the pipes, the leak would be expected to remain at the same speed, but she noted that it got worse when it rained.

11. On 13 and 19 May 2021, the landlord chased the outcome of the roofing inspection. On May 2021, it then internally noted that no further action was required, as the inspection report said "Pass to plumber to assess leaking pipes in bathroom," which was leaseholder responsibility.

12. On 10 August 2021 the landlord issued a stage one response to the May 2021 complaint.

- a. It noted that the leak was reported in 2019 and its contractor had completed works in August 2019 to rod drains, clear the roof of moss and debris, and carry out asphalt patch repairs.
- b. It noted that a roof leak was reported again in 2020, its contractors carried out a leak detection survey, and in January 2021 it completed recommended works to rod drains; clear the roof of moss and debris; felt over pipework to make this watertight; and apply reflex coating to damaged areas on the roof and upstands from the outlet.
- c. It noted that after the resident reported that she still experienced a leak in February 2021, a dye test was carried out in April 2021 which showed there was no ingress from the roof.
- d. It noted that on receipt of the complaint in May 2021, a roofer attended the following day and reported that a plumber was required to assess leaking pipes in the bathroom. It noted that the resident was informed of this onsite, and noted that the repair was leaseholder responsibility and not its own.
- e. It concluded by apologising for the inconvenience caused by the issues raised.

13. On 25 August 2021 the resident emailed the landlord to escalate the complaint.

- a. She noted that she had redecorated a bathroom and bedroom after the landlord said it had carried out a dye test, but the leak had restarted and the property condition was worse than before; her children were sleeping in the bedroom in damp, wet and leaking conditions; she was pregnant; and the issue was affecting her and her family's health.
 - b. She noted that since the inspection in May 2021, she had called the landlord's repairs team for updates, and had been informed the previous week that scaffold had been requested. She noted that it sounded like this information did not relate to her property and that nothing was going to be done.
 - c. She said that she had arranged an inspection of the pipes by a plumber who said they were ok. She said that she had mentioned many times that water was pouring down the wall, the roof was the cause, and that it would leak constantly if pipes were the cause. She noted that she had asked if access could be given for a professional roofer, but this was declined as only approved contractors could access the roof.
 - d. She requested for the leak to be reinspected, and attached video that she said showed water pouring down a wall after rain.
14. On 2 September 2021, the landlord spoke to the resident and internally discussed the case. It noted that the inspection on 11 May 2021 had recommended a plumber and considered whether a plumber report from the resident should be awaited. However, it noted that her video suggested a problem with the roof or pipes servicing water tanks, and that there were six flats at the building also reporting ongoing issues. It concluded that there should be a co-inspection.
15. Following this, a plumbing supervisor and a plumbing contractor inspected pipework behind an access panel in the bathroom on 27 September 2021, after delays that the landlord apologised for. The inspection noted that internal pipes appeared to be sound and there was a problem with the roof, as while there was evidence of minor repairs, a lot of cladding and insulation was badly damaged and would allow water in. The landlord discussed this and noted that the resident had reported water penetration since 2019; the problem had persisted after works to the roof; its contractors had reported there were no issues with the roof; and the resident was advised to get plumbers reports. It noted however that from photos there did seem to be an ongoing problem with the roof and a recall should be raised for the works. It noted that damage in the property needed to be dealt with as an insurance claim, but the roof required repair before this could happen. Following this, the landlord's contractor said another inspection was required since the issue was reportedly affecting six properties.
16. On 30 September 2021 the landlord issued its final response:

- a. It apologised for its delayed response and inconvenience caused by the issues.
 - b. It summarised events and noted that it had agreed to undertake a joint inspection to eliminate the roof as the cause of the leaks. It noted that this was delayed due to Covid-19, but this found further works were required to ensure the roof was watertight. It said that as a result, a further leak detection survey was being arranged to identify what works were required. It said that it was liaising with the repairs department to arrange this and it would ensure she was updated when this was arranged. It also said that the complaint would be monitored to ensure works were completed as soon as possible.
 - c. It noted that the resident needed to make a claim on buildings insurance for damage caused to her property, and it provided the details of its insurance team for information and assistance on how to make a claim.
17. On 15 October 2021, the landlord's account notes that a roof inspection was carried out. On 20 October 2021, the resident emailed the landlord and requested an update. She reported that the property condition, particularly of the bedroom, was worse since heavy rain and water was penetrating down walls in the bedroom, bathroom and hallway. She raised concern about an electricity meter being affected by water. She said that there was a strong smell of damp and mould in the property that was causing breathing problems for the entire family, and her children were no longer able to sleep in their bedroom. She enclosed photos of the property.
18. The following day, the landlord updated the resident that an inspection had been carried out on 15 October 2021, and the contractor had been chased for the report. It noted that the concerns had been raised to a manager and an emergency repair had been raised to check the electrics.
19. On 27 October 2021, the resident contacted the landlord for an update. She thanked it for arranging an electrics check the previous week, and noted that she now had a new-born baby.
20. On 23 November 2021, the landlord's complaint department chased for updates, noting that delays in resolving the issue would impact the resident's insurance claim and investigation by the Ombudsman.
21. On 27 November 2021, the landlord's contractors submitted a schedule of works. The resident chased for updates and on 15 December 2021, the landlord internally noted that the proposed works were being queried, as much of these if not all had been undertaken previously.
22. On 17 December 2021, the landlord internally noted there had been discussions with the contractor and it had arranged for an order to be raised for "the clearing

of the roof and its outlets together with the exercise of undertaking a water/dye test to identify the cause/point of ingress.” It noted that staff mentioned a number of properties at the block being affected and if the defect above the resident’s property was not the cause of the ingress for these, further investigations would be carried out separately. Following this, the landlord internally noted and informed the resident on a number of occasions that it was waiting for the contractor to arrange an appointment for a dye test which it would attend, however issues were experienced with the contractor in progressing this.

23. The evidence shows that the same month, the resident chased the landlord on several occasions. Her MP also referred correspondence from her which reported that the leak had led to visible water penetration down a bedroom wall; mildewy and musty odours due to the high humidity; and furniture getting mould on it. She raised concern about the effect on her family, particularly her three year old son who had multiple severe allergies and was at risk of anaphylaxis.
24. On 16 February 2022, the landlord inspected the roof with a contractor to progress matters. It was confirmed a dye test would be arranged at which landlord staff would be present, so it would not be relying on the contractor’s inspection and diagnosis as it had previously.
25. On 23 February 2022, the landlord attended a water test of a gully above affected areas. This showed dampness to a concrete slab around a rainwater downpipe, and works to replace a gully and its connection were agreed, which the resident was informed of. It was noted that contractors would submit an estimate, after which works would be approved and scheduled. It was noted that works were being progressed for gullies and damaged asphalt to address the reported points of water ingress, but there was damage to casings to enclose and insulate external valves and pipework, and isolated repairs would be undertaken if these were causing any ingress. It was noted that there was much damage to the casings on the roof of the estate which was specialist work and would be generally addressed separately.
26. On 21 March 2022, the landlord raised a repair for works to dress around rainwater outlets with asphalt; renew some pipework; patch the roof with asphalt; paint the roof; renew ductwork; and install a roof outlet (some separate works for other properties were also raised). Following this, scaffold was erected on 21 April 2022 and works were completed on 26 April 2022. The resident’s account says the works involved putting an extension on a drain that was believed to be leaking.
27. On 9 May 2022, the resident emailed the landlord and reported that the leak was not resolved and had been “constantly leaking” where the drain extension had been done. She noted that it was worse than it was, as it was now leaking without rain, and she provided video of a leak recorded on 6 May 2022. Around this time,

the landlord internally noted that there may still be a problem and a joint inspection was taking place, as when the roof was opened up to install a new gully, water was found under the asphalt covering.

28. The resident says she could not get any response from the landlord to emails and phone calls, and so she spoke to a solicitor who, on 26 May 2022, issued a letter of claim under the Pre-Action Protocol for Housing Conditions.
29. The week commencing 4 July 2022, the landlord's surveyor inspected with contractors. On 13 July 2022, the landlord noted that in light of "a vast area of water" under the asphalt, some works were required to the roof and parapet wall above four flats (it is unclear what the works were but the information provided indicates this was to fit 'performance felt'). It was noted that the contractor would supply an estimate for the works and then a date would be agreed.
30. In September 2022, an independent surveyor carried out an inspection in respect to the letter of claim from the resident. The same month, the contractor provided an estimate for works, for which the landlord then requested works orders to be raised. The landlord says that these works covered the resident's property and two other flats and provides information that these were to renew parapet trim; apply proofing to flat roofs; lay high performance felt; and renew flashing.
31. In November 2022, the independent surveyor completed their report after their September 2022 inspection:
 - a. The report noted that the resident alleged there was active rainwater and wastewater leakage, and that the communal stack pipe and roof structure of the building were both defective. The report agreed that there were downpipe and roof defects. The report said that no leak was observed at the time of the inspection, but it was believed there was still an existing leak occurring and an investigation to the roof should be undertaken to confirm the roof and downpipe were watertight. The report said that this was a breach of Section 11 of the Landlord and Tenant Act 1985, providing that notice of the defect was previously given by the tenant. The report said that the landlord should carry out a full investigation to the roof and the downpipe serving the roof and test and confirm they are leak free. The report suggested for the landlord to be given 28 days to organise and commence works required and a further 56 days to complete all elements.
 - b. The report noted that the resident said there was residual damage due to water leak; severe plaster damage throughout the bedroom ceilings and walls; and severe water staining, damp damage and mould growth. The report agreed that there were defects in respect to these. The report said that water damage was observed affecting the bathroom ceiling; walls within the bathroom riser; a bedroom's ceilings and walls; and the wall and ceiling of the

hallway located below. The report said that the cause of the damage was the leak, which was a breach of Section 11 of the Landlord and Tenant Act 1985, providing that notice of the defect was previously given by the tenant. The report said that works were required to hack off all affected plaster; strip out all affected woodwork; allow surfaces to full dry out before reinstating; apply stain block to the affected; and redecorate the bathroom ceiling; a bedroom; and the hallway ceiling and walls. The report said that the lease should be reviewed to determine the responsibility for the plaster, woodwork and decoration works, and the leaseholder might consider submitting a contents claim for the damage.

- c. The report said that the defects did not presently render the property unfit for human habitation, and that there was no requirement for the property's occupants to be decanted for the duration of the works.

32. The resident reports that after the report said the landlord should take action in 28 days and complete the works in two months, it had not made any contact with her and was not replying to her solicitors. She also says that she had contacted insurers and been provided a claim reference, but when she had tried to chase this up she had been informed they were awaiting information from the landlord.

33. In January 2023, the landlord's complaints department received an internal update about the case, after previous requests for updates in October and December 2022 which the information provided indicates prompted no reply. It was noted that a blocked outlet above the property had been cleared prior to Christmas, and the contractors had been instructed to re-felt a wider area of the roof and around the property, and to repair "damaged ducting" and "incasing down-service pipework." It was noted that scaffold had been erected for works and the contractor needed to supply a date.

34. In January and March 2023, the information provided advises that the landlord's insurance claim department had struggled to progress the resident's claim since March and May 2021, as they had not received information following "numerous requests for information needed to investigate the claim."

35. In February 2023, the evidence indicates that the works orders raised in September 2022 were passed by the contractor to its subcontractor, after which the works were completed on 24 February 2023.

36. The Ombudsman has not heard from the resident since this date, however she informed us that the leak had been ongoing up until recently and had continued to worsen the property condition; affect her and her family's health and daily living; and cause distress. She said that there was a heavy smell of mildew and musty odours due to the high humidity caused by the leak; windows had to be open all the time otherwise it was very difficult to live with the smell; and her gas

bill had been very costly due to the issue. She said that she had not been able to use the bedroom the leak was in, and her family of five had had to sleep in the remaining bedroom in the flat and share a bed. She said that she has experienced back pains and her four and one year old children had been very unwell with respiratory conditions throughout the year, and she provided evidence that showed one of her children had an upper respiratory tract infection in November 2022. She also said doctors have said one of her children may be developing asthma, and she provided evidence that shows one of her children uses an inhaler.

37. The Ombudsman contacted the landlord to enquire about any monitoring it was doing to ensure the works were completed. The landlord said the roof works were completed but the works to enclose or box in service pipes remained outstanding, and were being chased for a start date. The landlord say that it would be undertaking a post-inspection upon completion and that while it did not normally undertake post-works monitoring, it would be speaking to/visiting the residents to see if the works were successful. It said that if the works were successful, it would then undertake necessary internal repairs within the tenanted properties. The landlord confirms that there is an external major works survey planned between 2024 and 2025 which will include the roof.

Assessment and findings

Scope of the investigation

38. The Ombudsman understands that in May 2022, the resident's solicitor issued a housing claim under the Pre-Action Protocol for Housing Conditions Claims (England), but court proceedings have not been started. The Ombudsman's view is that a matter does not become 'legal' until details of the claim, such as the Claim Form and Particulars of Claim, have been filed at court. This approach is further explained in a [guidance note](#). This means that the complaint is in our jurisdiction.

The landlord's response to the resident about her reports of an ongoing roof leak

39. The landlord is obligated to maintain and repair the structure of the building, while the resident as a leaseholder is responsible for the internal decoration of her flat. The Ombudsman's spotlight [report](#) on repairs complaints, published in 2019, sets out a range of best practice for landlords when dealing with repairs and complaints about them, which includes clearly establishing responsibility for a repair; carrying out works in reasonable timescales; updating residents about outstanding actions and timescales; monitoring repairs; considering compensation; and identifying learning to improve service going forward. In addition to this, our spotlight [report](#) on damp and mould published in October 2021 said landlords should have zero-tolerance to damp issues; communicate

effectively internally and with residents; consider the vulnerabilities of households; and overall deal with such issues in a timely manner. In this case, the evidence shows that there have been lengthy delays in the landlord meeting its repairs obligations, and failings to handle matters in line with best practice.

40. The resident says that she has experienced leaks since 2019 and the evidence shows that roof works in relation to these were completed in August 2019. However, further reports around March 2020 show that the repairs were only effective for a period of seven months. This shows that while the landlord initially met its obligations to carry out repairs, the repairs ultimately did not result in the lasting solution they should have.
41. The evidence shows that after the reports in March 2020, works were completed in September 2020. While these followed multiple inspections, this was six months after the resident's reports, which was too long.
42. After the works in September 2020, the resident made further reports around January and February 2021. The landlord completed some works in January 2021 and tested for leaks in April 2021 (for which evidence is lacking) and the resident was informed that there were no further issues. This led to the resident carrying out some redecoration before finding that the leak continued around May 2021. While this indicates swift steps such as further repairs and dye testing was carried out, this ultimately shows that the leak recurred only four months after the September 2020 works and that repairs again did not result in a lasting solution they should have. This recurrence will have been distressing for the resident given she had only recently redecorated.
43. In May 2021, a roof contractor inspected shortly after the resident's complaint, and recommended for the issue be passed to a plumber to assess pipes in the property, which the resident contacted the landlord to query as she reported the leak got worse when it rained. The landlord's internal note that no action was required because the issue was leaseholder responsibility was not satisfactory; nor was its referral to this in its delayed stage one response in August 2021 three months later. The landlord should have addressed the resident's concern that since the leak got worse when it rained, the issue was not the pipes. The landlord should have also demonstrated that it clearly set out what to do if a plumber inspected and identified that the issue did not originate in the property. On receipt of the stage one response, the resident reported that between May and August 2021 she had been informed that some works were going to be done for her issue, and the landlord could have also considered some learning for its repairs team given it was indicated they misinformed her.
44. Following the resident's August 2021 complaint escalation, the landlord took more appropriate action to carry out an inspection which identified issues with the roof. It then confirmed in its September 2021 final response that it would carry out

a leak detection survey to identify required works to ensure the roof was watertight, and monitor matters to ensure the works were completed as soon as possible. Following this, it took a month for the contractor to supply a schedule of works after an October 2021 inspection; the landlord raised concern in December 2021 that works in the schedule had been done already, and further investigation such as dye tests was requested; further inspections did not occur until February 2022; and resultant works did not occur until the end of April 2022.

45. It was appropriate for the landlord to become more involved, and it is not uncommon for leaks to require repeat inspections and attempts at identifying and addressing the problem before a fully effective solution is found. However, the delays in further investigations and works meant that after the resident's reported recurrence of the leak in May 2021, works were not completed until almost a year later (and seven months after the landlord's final complaint response commitment to complete works as soon as possible). This was an excessive amount of time.
46. After the April 2022 works, the resident reported within two weeks that the leak was still ongoing. The information provided shows that further inspection was carried out including in May and July 2022; the contractor supplied a quote for works in September 2022; a blocked outlet above the property was cleared around December 2022; and roof works that included a re-felt of a wider area were completed on 24 February 2023. There were some appropriate actions, and concern about delays was raised on a number of occasions by staff handling the complaint, but after the resident's reported recurrence of the leak in May 2022 within two weeks of the previous works, it is evident that further works were not completed until nine months later. This was again an excessive amount of time, particularly given the works are ultimately to resolve the resident's reported recurrence of the leak and complaint in May 2021, 21 months prior.
47. The Ombudsman notes that there have been recurrent leaks at the block over a lengthy period of time; this has affected multiple properties; and inspections have observed much damage to casings on the roof of the estate, which it is indicated are not in the remit of the repairs department. It is not in our expertise to determine when major works should be done, however such information should be being used to shape the landlord's longer term maintenance strategy at the block and estate, which it is not evident it has been by the landlord saying that a stock condition survey of the roof is not expected until 2024 to 2025.
48. The landlord reports that some works to enclose service pipes remain outstanding. The mains water supply pipes behind a panel in the resident's property seem to have been linked to the source of the leak, therefore there is some doubt that a fully effective resolution to the resident's leak has been reached, which is not entirely satisfactory. It is also noted that the landlord has recently said that it did not normally undertake post-works monitoring (but would in this case). While it is understood that this cannot be done for all properties,

post-works monitoring should be 'normal' for works with factors such as lengthy, ongoing issues; multiple properties being affected; reported impacts on belongings and health; and claims of housing disrepair.

49. The resident has raised concern about the impact of the issues on her and her family's health, and while it is not in the Ombudsman's jurisdiction or expertise to make decisions about the impact on health, it is of concern that the resident reports that her children have had respiratory issues due to the ongoing conditions at the property. In light of this, it is not satisfactory that the landlord was not prompted to focus on resolving matters in a timely and effective way by the resident's reports in December 2021 about the water penetration; mildew and musty odours; high humidity; furniture mould; and her household including a young child with multiple severe allergies and a risk of anaphylaxis. While the landlord completed works in April 2022 four months later, it has taken nine months to complete further works after it was reported that the April 2022 works were not effective.
50. The resident and her family will have been caused substantial distress and inconvenience by the ongoing nature of the leak, the delays and the landlord's handling. The independent expert's report in November 2022 said that the property was not uninhabitable and a decant was not required. However, it is understandable that the resident will have had great concern about her young children (including one with health issues) sleeping in the bedroom, given that children are most vulnerable to damp issues. The resident reports that this has led to her five-person family sleeping in the same bedroom for periods, which will have been uncomfortable living conditions.
51. The ongoing nature of the leak will have impacted the resident's ability to repair and redecorate the bedroom and other affected areas in a lasting way. The landlord's handling and the ongoing nature of the issue also clearly impacted the resident's insurance claim, as it is evident that its insurance department has struggled to progress the claim since at least March 2021, due to not receiving information from relevant departments and "numerous requests for information needed to investigate the claim." The distress and inconvenience will have been exacerbated by poor communication to the resident, including since her disrepair claim letter in May 2022. The resident should not have had to resort to this and the limited progress following this is concerning. The above is not satisfactory, and leads the Ombudsman to find severe maladministration in the landlord's response to the resident about her reports of an ongoing roof leak.

Determination (decision)

52. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's response to the resident's reports of an ongoing roof leak.

Reasons

53. While the landlord has carried out works for the leak affecting the resident's property, there has been repeated lengthy delays in investigating the issue and completing works. These and the landlord's handling has led to significant distress and inconvenience; impacted the resident's insurance claim and ability to repair her home; and caused her understandable concern about the impact of the living conditions on her family, which includes vulnerable young children.

Orders and recommendations

Orders

54. The landlord to, within four weeks of this decision, apologise to the resident in line with the approach detailed on page 6 of our remedies [guidance](#).
55. The landlord to, within four weeks of this decision, pay the resident £1,500 compensation for the distress and inconvenience caused to her.
56. The landlord to, within four weeks of this decision, liaise with the resident to verify that the roof works have been effective. This should include an inspection of the resident's home and a water test. The outcome should be confirmed to the resident in writing.
57. The landlord should investigate and complete identified works within three months if the resident's property is found to continue to be affected by water ingress.
58. The landlord to, within four weeks of this decision, liaise with its insurance department and ensure all information required to progress the resident's claim is supplied to them.
59. The landlord to, within six weeks of this decision, complete the works to enclose the service pipes. The landlord should then write to the resident to confirm this has been done.
60. The landlord to, within eight weeks of this decision, carry out a review of the case and current processes for reports of leaks from leasehold properties, to identify areas for learning and service improvement. As part of this, it should consider our spotlight reports on repairs and damp and mould, and consider the processes in place to ensure:
- a. leaseholders are clearly communicated with if they report issues believed to be leaseholder responsibility.
 - b. leaseholders are clearly communicated with about what information to supply (such as reports) if they believe responsibility lies with the landlord.

- c. contractor-dependent inspections and leak investigations occur in a timely manner and take into account the frequency of an issue and length of time it has been ongoing.
- d. works occur in a timely manner and take into account the frequency of an issue and length of time it has been ongoing.
- e. appropriate monitoring is done for works that involve damp and mould issues.
- f. the insurance department receives information from other departments to progress claims in a timely manner.
- g. the complaints procedure is used to resolve issues in an effective and timely manner.

61. The landlord should provide evidence of compliance with the orders, and provide the outcome to the case review, within the timeframes set out above.

Recommendations

62. The landlord to, if this is not considered part of the resident's insurance claim, assess the resident's reports of increased utility bills and consider reimbursement for any differences in usage and expenditure it agrees is due to the leak.

63. The landlord to review reports of water ingress over the past three years, at the blocks on the estate the resident's property is located in; discuss the frequency of these with its major works team; and consider bringing forward the stock condition survey of the roof.

64. The landlord should inform the Ombudsman of its intentions in respect to the above recommendation within four weeks of this decision.