

**Housing Ombudsman  
Special Report on  
Hammersmith and Fulham Council**

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# Introduction

The Housing Ombudsman makes the final decision on disputes between residents and member landlords. Our decisions are independent, impartial, and fair. We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

This special report follows an investigation carried out under paragraph 49 of the Housing Ombudsman Scheme, which allows the Ombudsman to conduct further investigation into whether there is a systemic failure. The investigation commenced in May 2023 after we wrote to the landlord informing it of our decision. Factors that may be indicative of a wider service failure may include, but are not limited to the following:

- a policy weakness,
- repeated service failure,
- service failures across multiple service areas,
- service failures across multiple geographical locations,
- failure to learn from complaints, or
- lack of oversight and governance to identify and act on repeated issues.

The landlord had 12 findings of severe maladministration between 1 April 2022 and 31 March 2023, in cases involving repairs and/or complaint handling, which raised concerns over how the landlord operates and the services it provides.

The Ombudsman's wider investigation was prompted by concerns from our casework over the landlord's communication, attitude and accountability to its residents through its response to repairs, and complaint handling.

A more recent analysis of our casework has shown residents waiting many months, even years, for the landlord to carry out repairs and respond to the subsequent complaint.

This report provides insight to help the landlord strengthen its complaint handling and address the substantive issues giving rise to complaints, to help extend fairness to other residents and prevent complaints in future. The outcomes of investigations over the investigation period are set out later in the report.

We also publish the report to help other landlords identify potential learning to improve their own services. This is part of our wider work to monitor landlord performance and promote learning from complaints.

The landlord engaged extensively with the Ombudsman as part of this investigation, and proactively sought to implement improvements from the determinations prior to the publication of this report. We commend the leadership of the landlord for its positive approach to learning from this investigation.

## Scope and Methodology

We assessed the findings from our investigations of cases determined between 29 May 2023 to 29 September 2023, and whether they highlighted any systemic issues that went beyond the circumstances of those individual cases.

We made an evidence request to the landlord, and reviewed multiple documents including:

### Repairs:

- Emergency and major works decant procedure – February 2020, April 2020 and August 2023
- Housing and Maintenance Repair Handbook – 2016 & 2022
- Repairs Policy - October 2022
- Surveying Operating Model – Undated
- Process Maps for Booking and Completing works – Undated
- Housing allocation scheme – 2017 & January 2021
- Voids procedures – December 2021
- Contractor code of conduct - Undated
- Contractor Safeguarding policy – Undated
- Damp process flowchart – December 2021
- Additional Support Needs Policy - Knowing our Residents Project – Draft

### Complaint Handling:

- Corporate Complaints Policy for Adults' Services, Children's Services and Formal Corporate Complaints – May 2020 & December 2022
- Complaint Handling Code Self-assessment December 2022 & September 2023
- Unreasonable or Vexatious Behaviour Policy April 2020
- Standard Operation Procedures Complaints – September 2023
- Stage 2 Complaints process for Contractors – February 2023 & March 2023
- Repairs complaints compensation policy – June 2021
- Quality Assurance Framework – July 2023
- Standard Operating Model Repairs Complaint Compensation – September 2023
- Terms of reference for complaint handlers – September 2023
- Service Improvement Board – Ombudsman & Complaints
- Members and Audit Committee Reports, Senior Leadership Team Reports
- Ombudsman Board details

### About Hammersmith and Fulham:

- Annual Report 23/24 & Business Plan 22/23
- Unaudited Statement of accounts 22/23
- Knowledge and Information Management Self-assessment – June 2023
- Training materials for Complaint handling, Record keeping and communications.

The landlord responded promptly and fully to requests for information. We asked the landlord additional questions after reviewing the evidence provided, to which the landlord responded constructively to all our questions.

## About Hammersmith and Fulham

The landlord is the local authority and a provider of social housing, with just over 17,000 units. The borough, situated in West London, is one of the most expensive boroughs for residential properties in the United Kingdom.

*'The London Borough of Hammersmith & Fulham's vision is to be the best council. Acting with integrity and working with residents to get things done.'*

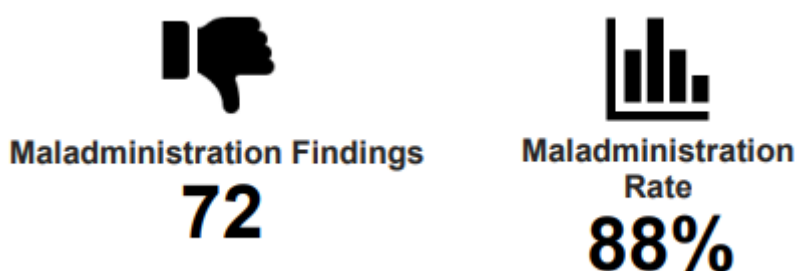
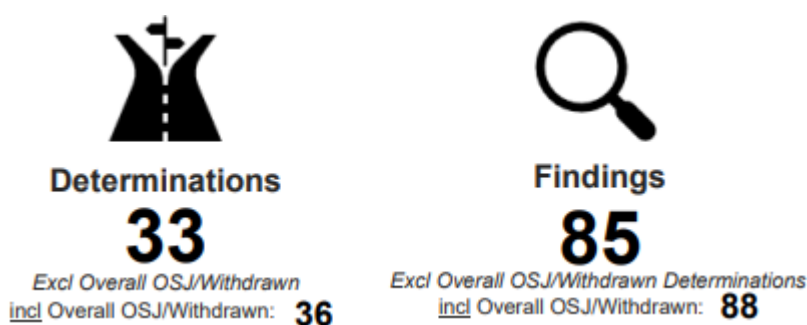
(Complaints Policy – December 2022)

The landlord's vision is underpinned by five priorities:

- Building shared prosperity
- Doing things with residents, not to them
- Taking pride in Hammersmith & Fulham
- Creating a compassionate council
- Being ruthlessly financially efficient

# Investigation Outcomes

Between May and September 2023, we issued determinations on 33 cases, on complaints received and investigated by the landlord between March 2020 and January 2023 relating to issues that dated between September 2019 and September 2023 (as some repairs were ongoing).



Top Categories for Hammersmith and Fulham Council			
Category	# Landlord Findings	% Landlord Maladministration	% National Maladministration
Property Condition	35	83%	71%
Complaints Handling	28	93%	84%
Health and Safety (inc. building safety)	4	100%	55%

Please see [Annex](#) for the full case list. This table does not include the findings of ‘outside jurisdiction’ or ‘withdrawn’.

<b>Category</b>	<b>Severe Maladministration</b>	<b>Maladministration</b>	<b>Service failure</b>	<b>Redress</b>	<b>No maladministration</b>	<b>Total</b>
<b>Property Condition</b>	10	19	0	3	3	<b>35</b>
<b>Complaints Handling</b>	4	15	7	1	1	<b>28</b>
<b>Health and Safety (inc. building safety)</b>	0	4	0	0	0	<b>4</b>
<b>Anti-Social Behaviour</b>	0	2	0	0	1	<b>3</b>
<b>Information and data management</b>	0	2	0	0	0	<b>2</b>
<b>Moving to a Property</b>	1	0	1	0	1	<b>3</b>
<b>Estate Management</b>	0	2	0	0	0	<b>2</b>
<b>Reimbursement and Payments</b>	0	2	0	0	0	<b>2</b>
<b>Staff</b>	0	1	0	0	0	<b>1</b>
<b>Charges</b>	0	0	1	0	0	<b>1</b>
<b>Occupancy Rights</b>	0	0	1	0	0	<b>1</b>
<b>Total</b>	<b>15</b>	<b>47</b>	<b>10</b>	<b>4</b>	<b>6</b>	<b>82</b>

## Themes Identified

When deciding if identified failings are indicative of systemic failing, we look at whether the impact of maladministration is limited to a single area or is across different services and resident experiences. We also look at a landlord's complaint handling culture and its ability to learn from mistakes to improve services. We consider the steps the landlord has since taken and recommend further actions to ensure things improve.

The key issues identified through our investigation centre around complaints about the landlord's response to repair requests, and the landlord's subsequent complaint.

We identified:

- Extensive delays on repairs because of poor knowledge and information management. Including:
  - Raising the correct works order
  - Tracking the progress
  - Holding contractors to account
- Poor quality repairs, and lack of post work inspections to ensure the issue would not recur
- A failure to consider the increased impact of extensive delays on vulnerable residents
- Complaint handling delays
- Repeated broken promises, at both repairs and complaints stage
- Inadequate complaint responses and inconsistent compensation offers to put things right
- A failure to learn from previous complaints.



## Repair handling

The landlord's approach to repairs and maintenance is set out in its Repairs and Maintenance Handbook, which accompanies the landlord's Repairs Policy. The handbook details the contractual repair and maintenance responsibilities for both the landlord and its residents and lists the timeframes by which the landlord aims to complete the repairs:

- Emergency (4 Hour) - within 4 hours
- Emergency - within 24 hours
- Routine - within 20 working days
- Planned - within 60 working days.

However, the landlord's performance data shows it is not meeting its targets and this is further supported by the findings on our casework.

<b>Completions within target (Repairs)</b>	<b>21/22</b>	<b>22/23</b>	<b>23/24 (so far)</b>
Emergency completed within timescale (Both 4 and 24 hours)	92%	92%	90%
Routine completed within timescale	72%	57%	59%

### *Raising the correct works order*

The repairs handbook includes accessible pictorial diagrams for residents to act as a prompt when reporting issues. This is to help ensure it gives its contractors the correct information so they can diagnose the problem and send the right operative to try and fix the issue. The handbook provides information on how repairs are prioritised and says the landlord will provide residents with a targeted completion date at the time they report the repair.

The landlord's repairs policy, issued in 2020 (updated in 2022) details the responsibilities of the officers involved with repairs. It states its Customer Service Centre records the reported issues and the impact on the resident. The centre then raises a works order which will be assigned to the relevant external contractor or the inhouse maintenance team. The repairs client team then pre-assess works before they are issued to a contractor. They also carry out quality assessments of works undertaken by both the external contractors and the in-house maintenance team, both as they are being undertaken and once they are completed. The Director of Housing/Head of Client Services is accountable for the facilitation, implementation and adherence of the policy.

The landlord's standard operating procedures, and the internal process maps for raising and recording repairs (all undated), support the handbook and the repairs policy. It provides officers with comprehensive guidance for every step in order to raise the correct works order and progress the repair.

However, our casework evidences that these processes are not always being followed, resulting in failings throughout the process and confusion for both the landlord and its contractors on the repairs required. As a consequence our investigations show that the incorrect contractors were sent, repairs were incomplete and issues reoccurred resulting in several occasions when repairs were extended or drawn out far exceeding the agreed timeframes.

This included cases involving building security. For example, a lack of co-ordination and effective communication by the landlord in case 202114583 involving external and internal fire doors resulted in works orders being raised and then abandoned. This is because the contractors in attendance had been given incorrect instructions as to what works were required and which doors were affected. This led to the job being raised and then cancelled repeatedly. Furthermore, a pre-arranged but unofficial appointment was made by the contractor with the resident, however the details of the visit were not recorded, resulting in no audit trail to follow up agreed actions and the resident's expectations were raised unreasonably.

As a result of the landlord making a mistake with the works that were required and the type of operative that was needed, in case 202213657 there were delays in the works required to repair a balcony floor. When the works order was raised, the landlord's roofing contractor rejected the order as it appeared to have unclear instructions. Further work orders were raised, but its contractor considered these were duplicates and rejected the requests. When a contractor finally inspected the property under the original work order some months later, they advised the matter was not a roofing issue.

The landlord's internal communications and approval processes for repairs also appeared insufficient, and compounded issues further, as the necessary staff did not have access to the information on the repairs progress to respond to the resident.

In another case involving balcony repairs (202207308), there was considerable confusion amongst the landlord's teams about whether the works had been raised or approved. The landlord's internal communications showed both the repairs team, and subsequently the complaints team, continually chased updates on the approval of the works from its finance teams but did not receive any updates. So not only was the resident left unclear about the process, but the landlord's complaints and repairs team appeared equally unclear as to how long the approval would take. There was also some difficulty in the complaints team being able to find all the relevant information to answer the complaint, leading to delays in handling it.

### *Tracking the progress of the repair*

The landlord uses several different systems to access information relating to its housing management, repairs, and its complaints casework. It is reliant on being able to access accurate records to deliver its responsibilities to residents, and to keep them informed.

However, our casework has shown the landlord was not routinely updating records in a timely manner to ensure the status of works was accurate and what remained outstanding was clearly identifiable. Nor was it proactively reviewing the previous

records to do this. It was often uninformed of the inspections that had taken place, or their outcomes, and was often unaware of what repairs had already taken place to raise works for any outstanding repairs.

In one case involving a collapsed ceiling ([202117487](#)), the contractor cancelled the job without rearranging. The landlord advised the resident it would monitor the repairs but there was no evidence this happened. Further appointments were then cancelled and because of inadequate repairs records the landlord had to ask the resident what the progress was. In all, it took the landlord two years to repair the ceiling.

In case [202109735](#) involving a vulnerable resident multiple staff members handled the issue without a clear record of what had already been discussed. This meant they kept trying to reintroduce a solution which the resident had already expressly ruled out. The landlord also booked in repair appointments for issues already resolved, causing the resident inconvenience by having to then cancel these appointments.

The landlord's repairs handbook advises its residents that its 'customer service team aims to keep you informed at all stages'. However, within our casework, we have not seen this aim consistently met. Instead, we saw the landlord failing to keep residents updated on the progress of repairs, why there were delays and what it was trying to do to remedy them. This inevitably led to complaints.

In a case involving multiple repairs to a property (202118625), the landlord's repair records and emails from the resident show that she was aware of some of the landlord's plans, but only because she had been told things by contractors in passing, not because of appropriate communication direct from the landlord. It was only in the subsequent complaint responses that the landlord gave clear explanations.

The landlord's communication with the resident throughout case [202207336](#) involving a leak to a bedroom ceiling from the property above was inadequate. The resident had to chase the landlord for repairs on numerous occasions and had taken time off from work to allow access to his home for repair appointments that were then missed or abandoned without notice. This led to two separate complaints on the same issue, both of which remained unresolved at the conclusion of the landlord's internal complaints procedure.

In other cases, residents experienced multiple changes in contractors and sub-contractors, all of whom had failed to keep accurate records of repairs – within one stage 1 response (202211462) the landlord advised a resident that it had been unable to find out why an appointment was cancelled because 'the contractor's record-keeping had been poor, and it could not say why appointments had been missed').

In another case involving a vulnerable resident ([202211906](#)), the landlord provided very limited repair records for our investigation. It did not hold details of actual completion dates, the reasons for failed appointments or any records relating to the tree removal works. The landlord stated that it failed to keep complete records

because its repairs service had changed contractor twice since 2018 and staff changes had made it difficult to obtain information.

While the landlord is reliant on the contractor providing the information for records to be updated, it is the landlord, and not the contractor, who has legal responsibilities towards the resident and consequently the landlord should have oversight and monitor the repair to ensure that it has the accurate records.

Residents experienced the disruption of additional surveys as records from previous inspections could not be accessed and different works were then added to the scope of works and additional materials had to be approved. This resulted in further delays with confusion and frustration for residents. The failure by the landlord to track and manage its repairs meant repairs took longer than they should have with unnecessary distress and inconvenience for the resident.

Many residents needed to be far more involved in the repairs process than they should, having to keep their own record of repairs inspections and surveys in order to keep pushing for the repairs to progress. Those residents were often responsible for updating the contractor or the landlord on works that had taken place or were still outstanding.

Case 202217224 shows how the landlord missed several opportunities to effectively resolve matters and avoid the required repairs becoming 'extensive', resulting in rodents having unfettered access to one resident's home. Furthermore, the landlord did not monitor progress and gave inaccurate information that affected the residents trust in its ability to assist her.

Our investigation revealed how many residents said they felt the ongoing issues were having a detrimental impact on their mental wellbeing; others advised their physical health was declining because of the disrepair. For others there was also a fear of being injured because of the ongoing repairs.

There were also financial implications as residents had to spend additional money to keep their properties heated during the winter months while waiting for window replacements and other repairs to take place, with some residents choosing to pay for their own independent inspections to progress the repairs.

### **Case Study - 202016649**

Ms C, who is elderly with health issues, experienced ongoing issues with damp and mould over several years. The landlord had attended and inspected the property on several occasions and raised works orders for mould treatments and stain washes.

Ms C raised a complaint, and the landlord raised a works order for a surveyor inspection to identify the cause of reoccurring damp and mould throughout property, as well as to identify outstanding repairs started by the contractor but not completed, including walls that had been only partly repaired.

The landlord's stage 1 response to Ms C advised her of the proposed inspection and that it would then arrange for any necessary works to be carried out. The landlord's surveyor carried out an inspection of the property. The landlord did not provide any records for this visit, but asserted works were identified to service the kitchen and bathroom extractor fans and to carry out bathroom repairs. The following month, Ms C emailed the landlord and requested an update on the complaint and surveyor's inspection.

Four months following this, after contact from Ms C advising that there had been no response to the complaint and the issue remained outstanding, this service contacted the landlord. The landlord referred to its stage 1 response and said the case was closed because no escalation request had been received. There continued to be a lack of progress until the landlord arranged a further inspection ten months later and then issued its stage 2 response the following month.

It apologised that the surveyor appointment did not happen and that this caused delay in addressing the damp problem. It stated that the recent inspection had identified a number of required works and its contractor would contact the resident to arrange the work. Ms C responded to the landlord that that a surveyor had inspected the property (contrary to what was stated in the response) and the landlord had not responded to her request for an update after this.

Eight months after the stage 2 response, the works were finally completed.

In total, it the landlord took two years to fix the repairs and sixteen months for the complaint to progress through its internal complaints procedure. Following completion of the works, the landlord acknowledged that it had lost oversight of the outstanding works following the surveyor visit that took place at stage 1, and paid £3,300 compensation to Ms C.

We made findings of maladministration for the handling of the reports of damp and mould, not following up reports, not progressing matters, not responding to correspondence and not effectively managing the repair.

We made a further finding of maladministration for the complaint handling as, in addition to the complaint delays, the complaints procedure missed opportunities to effectively resolve matters and avoid them becoming so protracted.

## *Contractor performance and management*

As well as the landlord raising the incorrect work orders resulting in incorrect contractors attending, issues were also raised about the performance of the contractors that attended and the quality of work completed.

In July 2020 the landlord awarded a five-year contract for a contractor to manage the repairs and maintenance of 4,800 of its homes in the Hammersmith region of the borough but ended the contract just over a year later because of the inadequate service provided. It is acknowledged that the landlord took the decision, and the financial consequence, to end the underperforming contract early to improve outcomes for residents. However, in many cases we saw, despite the known issues with its contractors, there was no evidence that the landlord then assumed ownership of the repairs.

Residents faced the additional time and inconvenience for works to be completed when works were carried out to a poor standard or when the contractor failed to undertake the works at all.

In one case ([202222638](#)), a plumber attended to unblock the bath, but that caused a pipe to become disconnected leading to further issues. Subsequent operatives from the landlord's new contractor then either failed to attend the appointments or when they did, they attended without the correct parts for the job, carried out work to a poor standard or failed to undertake the works at all.

The landlord's Repairs Handbook and its Contractor Code of Conduct set out the standards of behaviour expected of its contractor, including: 'our contractors will: always let you know if they're going to be late for an appointment with a revised estimated time of arrival' [and] communicate effectively the works to be completed'.

However, our casework showed ineffective communication and despite the known issues with some of its contractors, the landlord failed to communicate effectively with the contractors, resulting in cancelled jobs, or contractors leaving jobs.

One resident was subjected to an excessive number (seven) of visits by the contractor to complete the works and received inadequate communication throughout. He had cancelled a hospital appointment to accommodate the repair, only for the contractor to not attend as promised. After partially completing works, the contractor advised the resident they would return, but the records show that the contractor then marked the job as 'complete'. After a further call from the resident, the contractor reattended and all works were completed (case [202211844](#)).

This case shows how the landlord's failure to oversee and monitor works undertaken by its contractors was unsatisfactory and avoidable and shows a lack of accountability and customer care by the landlord. It is the landlord's responsibility to ensure that it is meeting its responsibilities to undertake repairs for its residents, within a reasonable time, and therefore the landlord's responsibility to manage the performance of its contractors to do so.

### **Case Study - 202213507**

Miss O complained to her landlord that she had been waiting for two years for repairs to her living room following a leak. Within the points of the complaint, Miss O had raised concerns about an operative attending who could not complete the works as other jobs were required first, meaning she had to make a further appointment. In the follow up appointment, the wrong number of operatives had attended to complete the works but left halfway through the day. When a further appointment for the repairs was booked, she was again told that two operatives would attend for two full days. However, only one attended on the first day. On the second day, both arrived and began stripping the walls, but an hour later said that the ceiling was not safe and had to be taken down, she said the situation had caused her stress and exacerbated her depression and anxiety – she was worried that the ceiling was going to fall down.

Within the stage 1 response, the landlord responded that the service the resident had received from both its surveying team and its contractor had not been ‘to the level we expect for our residents’, and detailed the further actions that it would take, including promising that two operatives would attend on four consecutive days to carry out the remaining repairs.

The week prior to the scheduled appointment, internal emails by the landlord discussed confirming with its contractor that the works would go ahead. It noted the contractor was “aware of the importance of keeping complaints appointments” and did not contact it.

The landlord issued its stage 2 response, stating it had learned lessons from its handling of the resident’s complaint, which was not in line with its customer service standards, It accepted that the resident was failed by a lack of communication from both its officers and its contractors, and it apologised that this was her experience of its services and reiterated the information that the works had already been scheduled for two operatives to attend.

Following the contractors visit to complete the works, Miss O reported back to the landlord that a contractor had attended to disconnect a light, which she had not been informed was needed, and then left. A further operative arrived who did not know what they were doing, looked at the living room and commented it was a big job that required two people. After going to their van to make a call, the operative told the resident that the ceiling needed to be checked before the repairs could be completed, and that the job would be cancelled. Miss O told the landlord she ‘cried most of the day’ as she was ‘so drained’ and ‘sick and tired of this’. Miss O said she no longer believed anything the landlord said as it had repeatedly broken its promises, and felt she was being bullied because she was a single woman living alone. The required repairs were eventually completed five months later.

We made a finding of maladministration by the landlord for the 26-month delay in carrying out repairs following a leak, and a finding of service failure by the landlord in its complaint handling.

## *Vulnerable Residents*

The landlord's repairs policy states 'the priority allocated to the work order for a repair will be determined by the type of issue being reported and the likelihood to cause harm to the resident or the property'. Its repairs handbook details that its staff will ask the resident a range of questions to get further information about how the issue occurred, where it is in the home and how it is impacting on the resident.

Even so, in the case we reviewed, we did not see any attempt by the landlord to develop its understanding of the impact on the resident by seeking to understand the resident themselves, or their vulnerabilities. We also did not see the landlord adapting its approach or considering the impact that repairs could have on its vulnerable residents or the distress and inconvenience any delays could cause.

In a case involving lift repair works ([202109735](#)), the landlord was made aware of the resident's mobility issues which meant she required the use of a lift. The landlord's lift policy notes that maintenance inspections are carried out every six months, which could conceivably result in maintenance works. Given the landlord was aware of the resident's mobility issues and that there are approximately 88 steps to reach her property, we would expect the landlord to provide advanced warning of the works and take steps to mitigate the impact on the resident. It is not evident the landlord considered this.

In response to our request for its vulnerabilities policy the landlord provided a draft version of its 'Additional Support Needs Policy - Knowing our Residents Project', dated September 2023. The landlord says it had vulnerabilities procedures in place before this date. However, the failings seen in our casework show that, regardless of what policy the landlord had in place, it failed to recognise and record the vulnerabilities and support needs of its residents.

In case [202211906](#) a resident had complained to her landlord that a tree had fallen in her garden and the roots had lifted the paving, which was causing a trip hazard. The landlord advised in its stage 1 that its contractor would contact the resident within 10 working days to arrange an appointment. The resident escalated her complaint stating that, despite the landlord's promise, she had not been contacted within 10 working days to schedule the outstanding repairs. She stated that the length of time it had taken to arrange an appointment for the removal of the fallen tree and repairs to the paving slabs had led to safety issues for her disabled son which the landlord had failed to take into consideration.

It is clear from the findings in our casework that the lack of a policy, or a failure to follow it, has resulted in vulnerable residents being left in properties that impacted their physical and mental health. It is also clear that the landlord's failures to adapt its approach to communication, combined with poor liaison between the landlord and its contractors, has led in these complaints to a failure to adhere to its own vision '...to be a council that acts with love and compassion so the most vulnerable among us are looked after.'



### **Case Study - 202211264**

Miss N is partially paralysed and uses a wheelchair. She reported damage to the bath. The landlord's contractors attended and took pictures and measurements.

After chasing the landlord five times for an update, the landlord's contractors determined the resident required a new bath. The landlord scheduled appointments for the landlord's heating team to move gas pipes on two separate occasions. Its gas engineers failed to attend both appointments.

Four months after the initial report to the landlord about the bath, Miss N raised a complaint, unhappy that the bath had not yet been replaced.

The landlord provided its Stage 1 response eight weeks later. It apologised for the delays and explained that, because the bath was not a standard size, the replacement had taken additional time. It confirmed an appointment to complete the works was scheduled.

Miss N escalated the complaint on the day the works were scheduled, because the replacement could not be installed, because the gas pipes had still not been moved.

The landlord then took almost six months to provide its stage 2 complaint response. It acknowledged that it had taken too long to complete the repairs and that several of its visits failed to meet expectations. The landlord confirmed it had now installed the bath.

Throughout the landlord's complaints process, the landlord failed to keep Miss N updated and she had to repeatedly chase for updates.

It took the landlord 11 months to complete the necessary work after Miss N first reported damage to the bath, meaning that she was unable to take a bath for just under a year and had to have bed washes or be taken to alternative facilities to have a proper wash.

We made a finding of severe maladministration in relation to the landlord's handling of repairs to the resident's bathroom, and a further finding of severe maladministration by the landlord on their handling of the complaint.

### *Tracking the progress of the repair after a complaint*

Frustrated by the extensive delays residents have been raising complaints with the landlord to prompt them into action.

This was often futile. Once it sent complaint responses there again appeared to be no follow up by the landlord on the actions promised, no ownership to ensure that actions took place and no tracking of the repairs.

In case [202102777](#), after a complaint was made, the landlord advised the resident that the repairs would now have management oversight, however the landlord continued to be unaware of what the actual status of the raised works were. It reported that jobs were completed but then subsequently raised further jobs for the same issues.

In another case ([202221764](#)), the landlord took 91 weeks to carry out the works required to repair and replace a resident's windows. During this time it failed to arrange appointments to carry out the required works, failed to action the works agreed and ordered the wrong number of windows. The landlord's complaint response stated that it would 'carry out regular meetings to ensure the repairs orders were correct' but it took a further 5 months to authorise the replacement windows.

Following the settlement of a disrepair claim with agreed repair actions in case [202104647](#) the resident then reported four missed appointments. When an operative did attend the property he did not know what needed to be done and had not brought the appropriate tools. Another contractor attended but went outside to call the office and did not return. The resident made a complaint saying he felt victimised and neglected and wanted his repairs to be taken seriously. The landlord had lost sight of the resident and his repairs during the disrepair settlement. There was a lack of effective communication, coordination and accuracy in respect to the repairs which the landlord did not appropriately acknowledge.

In case [202107939](#), a resident who had raised a previous complaint which had been upheld by the landlord had been given assurances that a leak had been resolved and works completed. However, following further leaks, the resident contacted the landlord again for the repair to be completed. They said the actions from the previous complaint had not been completed as the landlord had advised.

In another case ([202218030](#)) a property was affected by a leak and subsequently suffered subsidence. We made two maladministration findings and ordered the landlord to pay compensation, carry out repairs and make good the damage. However, some of the repairs remained outstanding over two years later while others were not completed to the resident's satisfaction. This led to another complaint. The landlord issued its stage 1 response which the resident stated was not factually correct. The landlord did not issue the stage 2 response within its extended timeframe, despite its policy not having any provision for an extension at stage 2. The stage 2 response advised that, due to the resident's ongoing dissatisfaction, its director of housing would like to visit her to discuss her experience and next steps. It proposed a meeting date, however, this did not go ahead due to the director being unwell. The rearranged appointment was also cancelled at short notice by the landlord. The resident reported that the complaint response concerns were not adequately addressed until a further six months later.

The landlord provided its Standard Operating Model for Repair Complaints, dated September 2023. It details the roles and responsibilities of each party involved in the complaint and is clear in relation to record keeping and communication procedures. However, it is unclear what was in place prior to this procedure.

In its most recent self-assessment against the Complaint Handling Code the landlord said that it closed complaints when appointments are made for repairs. Those repairs are then tracked, traced and managed to resolution. It also said that it will include the appointment times (or where appropriate a schedule of works) in the complaint responses, and these are followed through to completion with timescales in compensation.

As we had not seen any evidence of tracking repairs following complaints we requested information from the total number of complaints received for each year at both stage 1 and stage 2 and the average time taken to respond and complete all actions required to resolution.

The landlord was able to provide the data for the number of complaints it received, and the average response times, but confirmed it did not track the time taken to complete all actions required to resolution at stage 1 and stage 2.

Where something has gone wrong a landlord must acknowledge this and set out the actions it has already taken, or intends to take, to put things right. Any remedy proposed must be followed through to completion. It goes without saying, that residents should not have to chase up or make further complaints to the landlord on the actions it has already promised in its complaint responses.

#### *Actions taken by landlord to improve the repairs service.*

In March 2022, the landlord established a Housing Taskforce, led by key senior officers and the CEO, aimed at 'addressing the rising tide of resident complaints and enhancing the general repairs service'. It appointed a new Housing Director and three Assistant Directors in the Autumn/Winter of 2022, with specialised expertise in housing repairs and complaints management.

The landlord says it has now put in place a comprehensive contract management regime. It has increased surveyor and contractor capacity to ensure more appointments are available and improve the quality of work and introduced daily meetings with contractors to ensure timescales are met. Contractor planners are now located within the service to triage works prior to visits, to ensure the correct trades are deployed, quality standards are reached and appointments are attended.

The landlord is implementing surveyor checks before, during and after repairs to ensure repairs are managed to completion, and the repairs team have implemented proactive communication and post inspection processes to ensure that work is delivered on time and to the required level of quality and satisfaction with its residents.

The landlord advised that resident feedback on the repair quality is captured by an independent survey company and any unsatisfactory comments received are fed back to the repairs team to address with contractors. The repair quality satisfaction stood at 67% in 21/22, 68% in 22/23, and this has since risen to 85% as of September 2023. This is encouraging progress.

A cross-council Damp and Mould Action Group was formed in December 2022 to ensure a coordinated approach including procuring a contractor for this workstream. This has reduced the number of damp and mould cases from 922 in May 2023 to 125 in September 2023. The landlord also says it has comprehensive measures in place to prevent Category 1 building safety issues and has set up a Fire Safety Plus programme which offers tenants and leaseholders an individual fire safety check visit.

The landlord is developing an Additional Support Needs (Vulnerability) Policy as part of its 'Knowing our Residents project'. The aim of the project is to develop a consistent approach to recording and acting upon vulnerabilities within the Housing Service. The landlord has also advised that a single point of contact is now provided for its residents to liaise with for any issues or to support them managing vulnerabilities in their homes. Briefings and training have been delivered to staff on how to flag and act upon vulnerabilities, with an increased focus on identifying the impact of repairs on its residents and the potential to decant or look at alternative arrangements.

In June 2023, the landlord completed a self-assessment against the Ombudsman's [Knowledge and Information Management](#) Spotlight report. It identified areas to action against each recommendation. Alongside these the landlord is making a significant investment in its principal housing management and repairs system. This is to integrate its multiple systems with its main housing management system. It is also investing in its housing management system to create further capacity for storing and maintaining files relating to cases.

The landlord has also delivered training and workshops to front-line officers across housing, including communicating with empathy, recording vulnerabilities, importance of record keeping and audit trails.

## Complaint Handling

The Ombudsman's Complaint Handling Code, first introduced in July 2020, sets out requirements for member landlords that will allow them to respond to complaints effectively and fairly. The purpose of the Code is to enable landlords to resolve complaints raised by their residents quickly and to use the data and learning from complaints to drive service improvements. It will also help to create a positive complaint handling culture amongst staff and residents.

Landlords must carry out and publish an annual assessment against the Code to ensure its complaint handling remains in line with the requirements of the Code.

The Corporate Complaints Policy for Adults' Services, Children's Services and Corporate Complaints, dated May 2020, was the complaints policy in use by the landlord during the majority of cases investigated in this report. The revised and updated Complaint Handling Code took effect from 1 April 2022 giving landlords until 1 October 2022 to amend their policies to become compliant with the revisions. The landlord updated its policy in December 2022.

A landlord's complaints procedure should comprise of two fully accessible stages. This ensures that a resident can challenge any decision by correcting errors or sharing concerns via an appeals process.

The 2020 complaints policy stated 'if you are not able to provide any evidence as to why the findings from stage 1 were wrong, we will not be able to undertake a stage 2 review.' The updated 2022 policy states 'you will need to give clear reasons and evidence as to why you disagree with the findings and response of the stage 1 outcome and what you want us to do to resolve it. If you are not able to provide any

evidence as to why the findings from stage 1 were wrong, we will not be able to undertake a stage 2 review'. This is a contravention of the Code, which says if all or part of the complaint is not resolved to the resident's satisfaction at stage 1 it must be progressed to stage 2 of the landlord's procedure, acts as a barrier to an appeals process. The landlord initially failed to escalate 13 of the 33 cases listed in this report, and in three of these cases, only did so after involvement from this Service.

### *Complaint response delays*

There were other areas where the landlord was not complying with its own complaints policy, irrespective of the fact that the policy was not Code compliant.

The complaints policy states 'you will receive a full response within 15 working days from the date your complaint was received. If we cannot respond to your complaint within 15 working days, we will notify you of this and when we will be responding, along with the reasons why we are unable to respond to you within 15 working days'. At stage 2, the landlord's policy states that it will send a response within 20 working days.

In 26 of the 33 cases listed in this report, there were delays, often extensive, in the resident receiving a complaint response at either stage 1 or 2, or sometimes both. The landlord was wrongly delaying responding to complaints until it booked in or completed them. There is nothing in the landlord's complaint policy that allows for a delayed response on that basis.

This approach also goes against the 2022 Code which states 'a complaint response must be sent to the resident when the answer to the complaint is known, not when the outstanding actions required to address the issue are completed'.

The figures provided by the landlord on its complaint handling performance, support the findings in our casework.

### **2021/2022 Complaints**

<b>Complaint Stage</b>	<b>Total number received</b>	<b>Average response time</b>	<b>Escalated to Stage 2</b>
Stage 1	1657	21 working days	292 (18%)
Stage 2	315	80 working days	NA

### **2022/2023 Complaints**

<b>Complaint Stage</b>	<b>Total number received</b>	<b>Average response time</b>	<b>Escalated to Stage 2</b>
Stage 1	1938	13 working days	321 (16.5%)
Stage 2	331	41 working days	NA

## April 2023 to September 2023 Complaints

Complaint Stage	Total number received	Average response time	Escalated to Stage 2
Stage 1	751	12 working days	109 (14.5%)
Stage 2	139	31 working days	NA

In case 202118625 the landlord acknowledged the resident's escalation request and said she would receive a response two months later and that she would be updated if any delays occurred. However, the landlord did not issue its complaint response until eight months after the escalation request and only following intervention from the Ombudsman. There is no evidence of the landlord updating the resident as promised or arranging a new deadline with the resident, as required in the Ombudsman's Complaint Handling Code

In some of the cases residents received holding responses from the landlord apologising for delays, or they received interim responses with revised timescales advising it was still waiting on works to be booked or for information from other departments. However, the new proposed timeframes were then not adhered to, meaning considerable distress for its residents as they spent further time and trouble chasing an already delayed response.

In case 202218418 the landlord took 112 working days to provide a stage 1 response to the resident and, following a delay in acknowledging the escalation, issued the full stage 2 complaint response 196 working days after the resident had requested it was escalated. The landlord contacted the resident to advise there would be a delay in responding, but this was after the landlord's deadline had already passed. Regardless of this the response delays were almost ten times longer than promised, at both stages.

In other cases, residents did not receive any communication from the landlord, and instead had to chase, often on multiple occasions, for updates.

In case [202114211](#), the landlord issued a substandard stage 2 response, 115 days later than the expected response date, and did not issue holding responses to the leaseholder, who was left without clear information about the causes of delays. There was no meaningful recognition of the impact the landlord's poor communication and complaint handling in the resulting compensation offer.

Our investigation saw cases where residents requested escalation of their complaint to stage 2 out of sheer frustration at the delays in the stage 1 responses and a perception they were being ignored. This frustration was further exacerbated if they then also had a delay in receiving a stage 2 response. One resident asked the landlord to confirm the complaint was being escalated and taken seriously. Following a further delay in receiving the response the resident told the landlord 'this has been a complete shambles but until I receive my response I cannot take it further'.

The landlord provided the Terms of Reference for its Complaint Handlers which it says are aimed at 'enhancing complaint investigation and response times'. It says the terms of reference have been developed to clearly define the responsibilities of

teams and individuals across the whole council to ensure timely and good quality responses to requests for information to be able to allow a fully comprehensive complaint investigation.’ The document is dated September 2023. There is no evidence provided that indicates any internal service level agreement across the council obliging staff to assist with complaint investigations existed before that date.

### **Case Study – 202223539**

The landlord decanted Mr O and his family when the block of flats they lived in was found to have structural issues and was set to be demolished. At the time that his tenancy began, several works to the new home remained outstanding. The landlord inspected the property the same month and concluded that it was not habitable. It considered rescinding the tenancy and reinstating the property’s void status but instead decided to offer the resident a further temporary decant.

The resident declined the property it offered and made his own arrangements, however, six months later, Mr O and his family had still not moved into the property, and so he raised a complaint.

The stage 1 response was issued 14 months later, which advised there had been several developments since the resident made his complaint and it had considered a variety of options for carrying out works to his home. The response said it was sorry for the delay in completing works that should have happened while the property was empty and apologised for the delay in responding to his complaint. It offered a “goodwill compensation payment” of £150 in recognition of its delay.

Mr O requested to escalate his complaint to stage two of the landlord’s complaints procedure. The landlord discussed the resident’s case internally but did not contact him or acknowledge his escalation request. Over a month later, the landlord acknowledged the resident’s escalation request following contact from Citizens Advice.

Over the next five months, Mr O requested updates on the works and his complaint. He also requested a temporary decant for his elderly mother until the repairs were completed, explaining that his mother was being discharged from hospital and needed somewhere safe to live. Three months after requesting the decant, a system note by the landlord recorded that “there will be no decant and the property is considered habitable”. There is no evidence that this decision was shared with the resident.

The stage 2 response was issued eleven months after the escalation request.

We made a finding of severe maladministration for complaint handling because of the landlord’s delayed responses, its unsatisfactory communication, and the lack of a promised case review. Its initial offers of compensation were insufficient and did not include a breakdown. We also made a finding of severe maladministration in relation to its handling of repairs and temporary rehousing of the resident. In total, it delayed coordinating and carrying out works for almost four years. The records of repairs were inadequate, it failed to keep the resident updated and its poor communication with its contractors caused confusion about what works had been authorised.

## Quality of responses

The landlord's policy states that its response will be clear and simple and 'may' include:

- A chronology of events.
- If we agree with you:
  - What we are going to do to put it right
  - When it will be put right by
  - An apology
  - What we will do differently now to prevent a repeat.
- If we do not agree with you a clear explanation detailing the reason why.

It advises the resident that when they do complain, so it knows what to investigate, to tell it clearly and concisely by giving as much information as possible, including:

- What the landlord did wrong and when.
- What, in their opinion, should have happened.
- What policy or procedure has not been followed and why (if known).
- How it can put it right.
- Any other outcomes they want.

By requesting this level of detail from the resident about their complaint it would be reasonable to assume that the landlord would give an equally detailed response. However, the ambiguous use of the word 'may' describing what the response will include has led to the landlord frequently providing only the bare minimum.

Our casework has shown that the landlord's complaints responses were not always adequate. Responses did not provide an explanation for the delays to the resident. They also often did not address each point, were contradictory of previous responses or were just incorrect. It is not clear if the lack of quality and consistency in responses was due to the absence of procedures, guidance or training. Whether it was the lack of access to records or whether it was because of a lack of attention and consideration for the person behind the complaint.

In case [202204283](#), the landlord's reasons for partially upholding the complaint at stage one were unclear and the response referred to works being carried out that hadn't happened. Its stage two response was initially delayed without explanation and did not address all the issues raised by the resident. It was brief, repetitive of the stage one response and contained several errors and typos. It was also not issued by a person of appropriate seniority. The landlord then deviated from its policy by producing a revised stage two response without adequately documenting why it felt it appropriate to have another attempt at issuing a response. The revised response was produced by the same officer as the original response.

What comes across clearly in our casework is the distress and frustration in communication from residents as they had to repeat their concerns or raise further complaints. This left them feeling that they were not being heard by the landlord or that their concerns were not being taken seriously. It led some involving solicitors to raise disrepair claims and others requesting assistance from councillors, advocates, or this Service, to assist them in progressing their complaint.



Within its 2022 self-assessment, the landlord advised:

- We have recently introduced a quality assurance module within our case management system which we will be rolling out across the Council, and this will give us an opportunity to further develop our officers' skills and identify relevant training needs.
- We review all the history for the resident, consider any older reports as part of the background to the and this is considered in all complaints.
- monitoring this and measuring performance using our quality assurance module.
- Complaints are reviewed before issuing to ensure they meet these standards.

Given this acknowledges quality issues with previous responses, we requested information from the landlord to understand how it has been ensuring consistency. The landlord told us that '... quality assurance checks on Stage 2 complaints were not sufficiently in place on all responses in 22/23 and were fully introduced in May 2023'.

While this step is welcome, it is yet to be seen if the new measures will address the issues identified in our casework.

### **Case Study - 202128358**

Ms W had contacted the landlord on multiple occasions about repairs required at her property. She expressed concern about the progress of works, that contractors were refusing to carry out some of the works, and requested clarification of the repairs that were due to be carried out. The landlord advised Ms W of the works that were scheduled. Following a further delay in the works being completed, Ms W raised a complaint regarding the repairs that had now been outstanding for a year and a half.

The landlord acknowledged the complaint, provided a target response date, and confirmed it would contact her if there would be a delay. Despite this, the resident had to contact the landlord three times to chase up her stage one response, which she received 10 days after the target response date and did not address all the issues she had raised.

Ms W requested the escalation of the complaint to Stage 2 and contacted the landlord three times following this, to discuss the escalation and the expected timeframe for the response. The landlord did not acknowledge the escalation request for two weeks and apologised that the stage 2 response would be delayed. Over the next six months, the landlord sent six holding letters to Ms W apologising for the delay in its response at stage 2, stating it did not yet have the details of the works booked so it could fully respond to her complaint.

When the stage 2 response was finally sent, it provided a schedule of works, acknowledged that it had poorly handled her repairs, acknowledged she should not have had to chase up on repairs, that it had not effectively communicated, and advised that the issues were being managed at a senior level within its organisation to ensure that the subsequent works were carried out to the required standard.

However, the resident then informed this Service that the landlord did not keep to its promises and that her bathroom had not been re-instated. This means that the resident and her family were left without a functioning bathroom for 11 months.

We made a finding of severe maladministration for the landlord's handling of the report of the bathroom leak and the associated repair, and a finding of maladministration for its record keeping.

We made a finding of maladministration for complaint handling. Although the landlord acknowledged its failings and offered redress in form of an apology and financial redress 10 months after its internal complaints process, this does not reflect the time and trouble to the resident and the frustration the delays would have caused.

## Compensation

The landlord's 'Repairs Complaints Compensation Policy', dated June 2021, outlines the landlord's approach to the award of financial compensation where a resident has experienced a delay or incurred additional costs due to service failure in areas such as:

- Temporary loss of amenities (within the landlord's control).
- Inability to use part of the property.
- Delays in delivering services.
- Poor complaint handling.
- Circumstances where the landlord or its contractors have failed to provide advice or communicate properly.

One of the aims of the policy is to 'ensure compensation is awarded fairly, consistently and is appropriately impartial'.

The compensation policy sets out the landlord's level of compensation for time, trouble and inconvenience. There are three award levels ranging from £50 (for 'minor failure') to over £700 (for 'extensive disruption'). Similarly, the landlord has three levels of compensation where it failed to manage the complaint effectively through regular communication and proactive management or investigation. These range from £25 up to a maximum of £100 (with a caveat that if a higher award is deemed appropriate this can be agreed by a senior officer with relevant delegated financial authority).

Although the landlord has this compensation policy in place, it was clear from our casework that it is not being consistently applied. The amounts offered to residents suggested subjective, arbitrary and inconsistent decision making, often at the discretion of the complaint handler. There was significant disparity between the initial and final amounts offered if the resident refused the original offer or requested an escalation to their complaint.

There was often no breakdown or explanation of the total. This left the resident unaware of what the landlord was offering redress for, what factors they had or had not taken into consideration. Residents were unable to objectively decide if the compensation offer was fair and reasonable. The landlord's failings in dealing with the repairs, and subsequent poor complaint handling, does little to reassure residents that it could meet its policy aim to 'adopt an evidence-based approach to all claims for compensation'.

In case [202128358](#), the resident was offered £150 at stage 1 as a 'gesture of goodwill' for the delay and inconvenience caused. At stage 2 this was increased to £1170 for 'delay, inconvenience, and the negative impact the whole process had had on the resident'. Following the majority of works being completed the landlord increased this to £3175. Following a review of its previous offer, the landlord increased offer further to £4425, finally providing a breakdown of what this included.

In case 202218418 the landlord offered the resident £150 at stage 1 for the inconvenience caused by the delay in the repairs. It increased this to £350 at stage 2. When the resident said the offer was not reasonable and requested that the

landlord confirm how it had calculated this amount, the landlord later increased this offer again to £550. Following the involvement of the Ombudsman, the landlord made a further offer of compensation to the resident, totalling £1950 for the distress this had caused him and his family, how this affected his children being able to use their bedroom at times and the delays in the works being carried out and the failures in complaint handling.

The policy says that compensation can be awarded to residents where the landlord has failed to manage the complaint effectively through regular communication and proactive management or investigation. However, in cases [202104647](#) and [202204283](#) the landlord exceeded its timeframe for its stage 1 response, delayed escalating the complaint, exceeded its timeframes for the stage 2 response and acknowledged the delays in the complaint responses. Yet there was no offer of compensation to the residents.

As there was such variation in the compensation amounts offered in the casework responses, and the caveat within the policy that 'staff within the council will have discretion to offer additional awards of compensation in addition to amounts set out in the policy', we requested information from the landlord to understand how it was ensuring consistency in awarding compensation.

The evidence provided did not detail how it was assessing compensation awards, how it was recording them to ensure consistency and therefore how it was monitoring compensation payments to ensure a consistent approach for its complaint handlers.

While compensation must be considered in each case on its own merit, there must also be consistency in the landlord's approach to ensure it meet its aim that compensation is awarded fairly, consistently and is appropriately impartial.

It needs to monitor payments, and the reasoning for the amounts, to demonstrate transparency and that payments are fair and proportionate. It also needs to be able to assure its residents that, if they meet the conditions for a compensation payment, the award is considered, calculated, awarded and the details of it are clearly recorded.

### **Case Study – 202213272**

The resident was decanted out of his property which had extensive water damage requiring intrusive works. The landlord said the repairs were due to be completed in 8-10 weeks. The resident organised his own housing arrangements, rather than moving into the landlord's temporary accommodation, as he was shielding during the covid pandemic.

The resident raised a complaint 3 months later, as he could see no progress with repairs to the flat. In its stage 1 acknowledgement letter, the landlord stated it would respond 18 working days later, which was not in accordance with its complaints policy. The stage 1 complaint was responded to after 50 working days. The landlord had updated the resident, but only after the deadline had expired.

The stage 2 response recognised the delays in progressing the repair to the leak and partially upheld the complaint. The policy does allow for extensions to the stage 2 deadline, however the landlord on two occasions advised the resident of an extension on the day the response was due. It was issued 89 working days late, despite the resident's numerous calls chasing for an update.

The landlord offered £550 compensation for the repair delays and for the inconvenience the resident experienced. This was not in line with the landlord's compensation policy, which indicated an offer over £700 would be appropriate. This service has seen no evidence or explanation as to why the landlord felt this failure warranted less compensation than it would usually award. It did not award any compensation for its complaint handling failures.

The works took over 13 months to complete. The landlord continued to charge rent and expected the resident to pay for a property he could not live in. When the resident refused to pay the rent, he was pursued for payment by the landlord.

After its stage 2 response, the landlord increased the financial settlement on the case by writing off the resident's rent arrears of £3867.06. An internal email stated 'I think we will have to write the rent arrears off...he can argue that the property was not habitable & the accommodation was not provided' but there was no explanation, and acknowledgment of this, given to the resident.

We made three severe maladministration findings for the handling of water damage in the property, the handling of the resident's need to temporarily move out, and the handling of the complaint and the compensation offered. We also found maladministration for the handling of reports of a leak into the property.

### **Case Study – 202221354**

Mrs U raised a formal complaint as she was dissatisfied with how long the repair issues had been left unresolved. Within the stage 1 response, the landlord explained that the delays and cancelled appointments had been because materials were not being available and its operatives had been unwell. It apologised for appointments being missed without communication and for the lack of response to repeated requests for updates. It confirmed the date it would reattend and offered £75 for the distress and inconvenience this had caused.

The landlord's operatives attended but left without completing any works and told Mrs U that the landlord hadn't approved the necessary materials. Following a further appointment where the contractor did not show up, Mrs U escalated her complaint to stage 2. The landlord advised the date she would receive a response. Mrs U contacted the landlord for an update on the stage 2 two days after it was due and told the landlord a further repair appointment had been booked for that day, for which she had taken annual leave, but again no one had shown up.

Over the following months, the landlord carried out several inspections to determine what works were required. There was confusion between the external contractor, the landlord's complaints team and the landlord's repairs team as to what works had been raised, what works completed, and what materials had been approved. Each time an inspection took place, further works were added to the scope of works and it was not made clear to the resident what was considered part of the ongoing complaint and what was new. Mrs U requested updates about the works on several occasions. Each time, the landlord replied that it would chase its repairs team but then did not provide any further update.

Nine months after requesting the escalation, Mrs U again chased up the stage 2 response to her complaint. The landlord's staff remained unclear what elements of the repairs were part of the stage 2 investigation and what needed to be raised as a new complaint. Due to the delays, the list of works had grown to include various external works, which required further approval, which added yet more delays.

The landlord finally provided its stage 2 response 11 months after the complaint was escalated. It apologised for the delays in the resolution of the repair issues, for its overall lack of communication and for the delay to its complaint response. It listed a number of works and confirmed its repairs team would contact her to arrange suitable times.

We made a finding of severe maladministration by the landlord in respect of its response to the resident's reports about various repair issues in her property, and maladministration in its complaints handling.

### *'Internal Reviews' after the landlord's complaints process*

While investigating complaints brought to us by its residents, we were made aware the landlord was also conducting additional reviews into a number of these cases following the resident complaining to the Ombudsman. These reviews were often a significant time after the landlord's final response. All 33 cases that were investigated as part of this report were reviewed by the landlord after its internal complaints process had ended, with the reviews taking place between 5 to 19 months after the landlord's stage 2 response to the resident.

In several cases the landlord reviewed it had previously offered the resident compensation in its final response, which it then increased. One case increased from £1,074 offered at stage 2 to £4,050 when the review happened. Another increased from an offer of £1,950 at stage 2 to £5,053 in its 'internal review'.

In other cases, these 'internal reviews', which are not part of the landlord's complaint process, made the first offer of compensation despite the breakdowns making it clear that the offer was for issues that were clearly identifiable at either stage 1 or 2 of the complaints process.

In case [202221125](#) it offered £3,210 upon 'internal review', including compensation for delays in its complaint responses, for the resident's time and trouble chasing answers and for the impact caused to the resident.

In another it noted the resident was not offered any compensation from the complaint process. It subsequently offered £1,200 for its failure to respond to the resident's complaint within its published timescales, for time and trouble chasing the issue, for the delays to the works including agreeing the scope and inconvenience caused (case [202213657](#)).

To understand why the landlord was conducting the reviews we requested details on what had prompted them, details on the numbers that had taken place, and the compensation amounts it had offered.

The landlord explained that significantly more case reviews have been conducted in 2023 as a response to an improved culture of leadership and accountability. This included checking closed stage 2 cases to confirm works have been completed. Where works were found not to have been sufficiently completed, senior officers were assigned to be a personal link to the resident to oversee these works. The landlord also said it was important that compensation was re-examined to reflect the ongoing impact on the resident and the rightful enjoyment of their home. It said the learnings from these cases had supported wider reviews of its complaint handling structures, processes and culture. It felt that going forward, as its complaint handling processes had improved, it would only need to revisit closed complaints by exception.

It advised 65 of these case reviews have resulted in increased compensation offers.

While it is welcome that the landlord is conducting these reviews and is acknowledging and rectifying the systemic failures in its complaint handling culture that has led to a lack of appropriate resolution for residents, it needs to ensure that this is a temporary measure, unprompted by action by the Ombudsman, and that the new procedures now put in place will ensure that residents get the right outcomes to their complaints during the formal complaints process and it will be only by exception that closed cases need to be revisited.

#### *Actions taken by landlord to improve complaints handling.*

To better coordinate its processes the landlord created a Housing HUB overseen by an assistant director, in June 2023. The Hub brought together its contact centre, the service improvement and business development function, and its complaints team. It also introduced a Service Improvement Board which considers Housing Ombudsman cases on a weekly basis, in addition to elected Member enquiries, stage 1 & 2 complaints, repairs performance, and other key areas it seeks to improve.

As of June 2023, the stage 1 resolutions officers now report into the Complaints and Dispute Resolution Team. From September 2023 the stage 1 resolutions officer is responsible for monitoring and tracking any repairs outstanding at closure of the complaint. The landlord is also introducing an in-house post inspection process for stage 1 complaints to ensure consistency by the end of 2023.

The landlord's new quality assurance framework was developed in July 2023, and following user testing, which was in its final stages in September 2023, will inform the quality assurance questions that are part of its complaints management system. Alongside this, there will also be managerial oversight across all responses at all stages. When a complaint is escalated to stage 2, it feeds back the reason for escalation request to the stage 1 manager to identify any lessons learned or areas for improvement.

The handling of stage 2 complaints moved to the Housing HUB in June 2023 with additional roles introduced to address the 99 open cases, all of which had repairs outstanding. A complaints task force was set up, chaired by the assistant director, with daily meetings with contractors to go through the cases, agree actions and check on progress. The landlord closed all 99 cases by the end of September 2023. Stage 2 resolutions officers are similarly responsible for tracking the associated repairs through to completion. A repairs surveyor is attached to each case and cases are escalated to the assistant director when they go overdue.

The landlord says residents are now updated regularly via email, telephone calls or visits.

Complaints are not closed until a surveyor has visited, compensation is paid if necessary, and the resident is satisfied.



<b>Complaints Progress (as of 29 September 2023)</b>	<b>Total</b>
<b>Stage 1</b>	
Stage 1 complaints currently outstanding (open)	83
Stage 1 complaints currently over complaint handling response timeframe (overdue)	0
Stage 1 complaints with outstanding repair actions (of open)	77
<b>Stage 2</b>	
Stage 2 complaints currently outstanding (open)	39
Stage 2 complaints currently over complaint handling response timeframe (overdue)	0
Stage 2 complaints with outstanding repair actions (of open)	36

In 2023 the landlord undertook a review of its complaints policy, and in February 2024, the landlord reviewed and updated its complaints policy to comply with the Complaint Handling Code.

The landlord is in the process of developing a comprehensive compensation, remedies, and redress policy, anticipated to be fully operational by the end of March.

Officers have attended training which included compensation processes and best practice, including considering the impact on the resident, and itemising compensation offers, where possible, with an explanation of how it has reached the figure. The landlord also intends to introduce a set of KPIs in line with its policy to monitor its performance.

## Conclusions

One of the core principles of the Ombudsman's Complaint Handling Code is to enable landlords to resolve complaints raised by their residents quickly, using the data and learning from complaints to drive service improvements and prevent issues happening again. The landlord's complaints policy reinforces this, advising its residents it will listen, respond, and solve problems as quickly as it can, with a continuing view to improving its services. Unfortunately, our investigation has shown this did not happen in practice.

**'We believe our residents should feel secure in their homes and on the streets. They should have high quality services they can rely on.'**

This is one of the key vision statements of the landlord; and yet our investigation shows that the service its residents were receiving for repairs was not always high quality, nor could it be relied on.

In all the cases we reviewed for this report, the key issues for the landlord to resolve were clear, with many of the cases exacerbated by multiple and repeated failures in service delivery. In some cases, those failures led to residents feeling anything but secure in their homes and on the streets – windows that could not be closed to make properties secure, part of a window frame falling out of a property into a garden below, ceiling debris falling onto the head of a young child, and residents complaining of feeling unsafe in their buildings.

Throughout, the landlord failed to use the data from its complaints to recognise where it was failing and then take action to improve the service its residents were receiving, even when it was evident, the service received was directly in contradiction to a key part of its vision.

The landlord showed a lack of agency to reflect, assess and act to make meaningful change to its residents' lives – a direct contradiction of another two stated visions to '...relentlessly searching for better answers...keep listening, working with residents and finding creative ways to take us forward.'

It appears the landlord has been operating in crisis management mode for a number of years, with an apparent cultural acceptance that it will fail to meet its targets. Both in its repairs service and in complaint handling, with a lack of scrutiny and oversight to challenge the situation. There were other contributing external factors, such as the pandemic, which impacted the landlord's performance in certain cases, but these issues were compounded by the landlord's own, pre-existing, internal failures.

There is also cautionary evidence for other landlords about handling the short-term impact of the removal of a contractor when it is highly likely some residents will be living with unacceptable service failures that require redress.

Instead of the complaints process resolving issues for residents, it instead became yet another issue for the resident to contend with. Even if the landlord offered

apologies for its failings, all too often the promised actions failed to materialise and the issues continued – entirely contradicting the landlord’s vision of ‘acting with integrity and working with residents to get things done’. This pattern of repeated failure has led to an erosion of trust in the landlord amongst some residents who complained.

Throughout the meetings with the landlord as part of this investigation, the landlord has recognised that its complaint handling and handling of repairs has underperformed and is now taking action, as evidenced in the improvement plans it has provided. The landlord has shown a willingness to listen, to take onboard the initial findings of this report and has an ambition to improve. It has embarked on resetting its approach to resident engagement – enhancing the quality and frequency of information it is providing its residents about the services it provides.

It is encouraging to see that the landlord has already made significant changes to its structure and processes in all the areas listed in this report and we will continue to monitor the impact of these through our individual investigations.

It is to be hoped that if the landlord continues with the planned improvements and acts on the recommendations in this report, listening once again to the residents’ voice and learning from complaints, the landlord may be able to demonstrate that it does truly hold ‘Doing things with, not to residents’ as its priority.

# Compliance / Remedies

In the 33 cases determined, we made 138 orders and 32 recommendations to try and prevent the same problems happening again, with the landlord paying over £90,000 compensation to its residents. The landlord has complied with our orders within target dates.

The individual orders and recommendations can be found in the investigation reports on our [website](#). Our decisions are published to our online casebook three months after determination. In some cases we may decide not to publish a decision if it is not in the resident's or landlord's interest or the resident's anonymity may be compromised. Full details of what and when we publish are set out in our [publication policy](#).

## Key orders and recommendations made:

Between May 2023 and September 2023, we asked the landlord to take the following actions aimed at trying to prevent the problems happening again:

### *Management of repairs to completion*

Orders:

- The landlord is ordered to review the learning from this case in respect of the coordination of repairs across its teams and contractors. In particular, to review, identify, and deliver enhancements to its software framework to achieve an acceptable level of integration of its own systems and those of its contractors.
- The landlord is to review its communication processes for repairs agreed under the disrepair procedure, to ensure residents are clearly communicated in writing about what works are intended to be carried out, when they are intended to be done, and who residents should liaise with to arrange the works.
- The landlord is ordered to review the delays when there was a change of contractor and consider what processes and contingencies can be put in place to ensure that repairs progress, and are not significantly delayed, during any periods of contract expiry and contract transitions.
- The landlord should review their internal systems to ensure that the resident's information and her household's are up to date. It should ensure that any vulnerabilities within the household are accurately recorded.
- The landlord is to review its repairs record keeping to ensure they are accessible to complaints handling staff and ensure that those staff are adequately trained in relation to accessing those records.

#### Recommendations:

- It is recommended that the landlord reviews its contract management arrangements to ensure that these are robust, and that resident feedback in relation to contractors' timekeeping, cancelled appointments and incomplete repairs is actively sought and considered.
- It is recommended that the landlord reviews the training delivered to its operatives and contractors, and considers introducing additional training, information and/or reminders in relation to management of residents' expectations.
- Investigate how it manages, reviews, and organises ongoing repair issues with its contractors. It should endeavour to create a better channel of communication between the parties, to provide a better service to its residents.

#### *Complaint handling*

#### Orders:

- The landlord is ordered to consider the learning from this case and advise this Service of its intentions and planned actions, including timescales, to ensure that its quality assurance module related to complaint handling practices is implemented and fully aligns with the principles of the Housing Ombudsman complaint handling Code.
- The landlord to review its complaint handling and take steps to ensure that, it monitors commitments in complaint responses to ensure that services meet these, further stage 1 correspondence is followed up by services or referred for escalation; correspondence from this Service noting unresolved issues is appropriately processed.
- The landlord is ordered to review the Ombudsman's [guidance](#) on legal claims and its procedural and staff training needs, to ensure complaints are handled appropriately where a claim is yet to be filed at court.

#### Recommendations:

- Implement a compensation policy that clearly sets out how much it would offer as redress where service failure or maladministration is identified.
- The landlord should review its record-keeping policy to ensure that it has detailed reports of the repairs it completes and interactions with residents. It is recommended the landlord utilises this Service's spotlight report on knowledge and information management to support this.
- The landlord to conduct staff training for complaint handling. This is to focus on the landlord ensuring it responds to complaints in line with its own complaints policy regarding timescales and ensuring that it maintains reasonable communication with residents during the complaints process.

# Recommendations

As part of this investigation the landlord provided the Ombudsman with the actions it has undertaken to deliver improvements, as well as details of what remains ongoing.

It is vital that that the landlord ensures all current and future objectives have a SMART approach to improvement measures. It must also ensure there is oversight, strategic commitment, and scrutiny on change projects, to ensure ongoing and meaningful change.

We have requested the landlord updates the Ombudsman with its ongoing performance against the completed actions, as well as its progress against any outstanding actions, within three months of this report.

In addition, within three months the landlord should publish and provide the Ombudsman with evidence of how it intends to:

## *Management of repairs to completion*

1. Update the Repairs and Maintenance Handbook with step-by-step guidance so it is clear for the resident what happens at each stage of the repair, with a clear escalation pathway if repairs are delayed beyond agreed or expected dates.
2. Create a clear process within the repairs policy for how it will manage repair appointments, including;
  - booking the appointment,
  - effective communication with the resident as to the purpose of the appointment,
  - sending a reminder,
  - what happens when it misses an appointment and
  - the next steps following the appointment.
3. Create a Knowledge and Information Management framework for all stages of the repairs process, both for the landlord and contractors, including access to inspection reports to ensure people have access to relevant information when needed.
4. Cross reference the Know our Residents project against the Housing Ombudsman's Spotlight report on Attitudes, Respect and Rights.

## *Complaint Handling*

5. Review its Corporate Complaints policy against the new statutory Complaint Handling Code from the Housing Ombudsman (effective April 2024) completing a new self-assessment by June 2024.

6. Ensure it publishes the annual report listed in its 'Complaints Monitoring' section on its website. Giving an overview of the complaints the landlord has received, overall performance, lessons learned, and improvements made.
7. Update the policy to expressly state that any actions promised in complaint responses will be tracked through to completion, with a clear escalation pathway if repairs are delayed beyond agreed or expected dates.
8. Create a process to monitor compensation payments to ensure consistency, accuracy and transparency in amounts offered.
9. Embed the recently produced Terms of Reference for Complaint Handlers with the entire staff to ensure access to appropriate and relevant records when responding to complaints.
10. Analyse and record complaint insight, monitoring to ensure the improvements have been embedded and are driving positive change.

# Statement from Hammersmith and Fulham

We are truly sorry and reiterate our deepest regrets to those residents affected. We have apologised, compensated, and worked hard to rectify where we let people down.

The Housing Ombudsman has recognised the transformational change we are making and our continued ambition to improve. We strive for consistently high-quality, fair, and compassionate services. We want everyone to have a safe, decent warm home in a diverse and thriving community.

We have worked closely with the Ombudsman to put things right. The Ombudsman has noted our leadership's positive approach to learning from this investigation, building on improvements that we as a council had already begun. We fully accept its report findings and will deliver its recommendations.

Our commitment is underlined by establishing a Chief Executive led Taskforce to strengthen our housing services and leadership team. It is also delivering an ambitious £729m programme to modernise our ageing housing stock.

## **We are putting things right with our repairs**

We have invested heavily in additional repairs contractor capacity. Our new management is ensuring that contractors complete quality work punctually and are more responsive to our residents, especially people with vulnerabilities or support needs.

We are completing around 50,000 jobs a year. Over the last nine months we have reduced the number of outstanding repairs by nearly 30%. There has been a 90% reduction in repairs outstanding for more than 12 weeks.

The Ombudsman's report recognises the dramatic fall in outstanding damp and mould in 2023, overseen by an Action Group of Housing, Public Health, and Social Services professionals.

## **We are putting things right with our complaints handling**

Our Housing Hub was established in June 2023 to increase focus and expertise in compassionate customer service and complaints handling. Since September, all repair complaints have been responded to in time and we continue to incorporate residents' feedback into our practice.

This initiative is a crucial component of our broader efforts to foster cultural change within the Housing service, rebuilding trust with residents affected by previous poor performance.



## **Our journey continues**

Our Defend Council Housing Policy makes clear our unwavering commitment to the future of council housing in Hammersmith & Fulham. We are operating in an external environment of national underfunding, high inflation, and workforce and supply chain challenges heightened by Brexit and the pandemic.

Over the last year, we have learned a lot through delivering our own new solutions. We have shared insights with other councils who have contacted us about the improvements we have made in a social housing sector that faces unprecedented challenges nationally.

While we have improved, our journey of change still has far to go. We will continue to listen to residents, including our dedicated housing representative forums that guide our long-term plans.

We will report progress to council scrutiny committees, ensure compliance with national legislation, and seek best practice from external bodies, as we strengthen our services to meet residents' needs.

We aim to fundamentally transform our housing service to provide homes for all residents of which they and we can be proud.

## Annex – List of cases

Our decisions are published to our [online casebook](#).

	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202016649		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>			
202102777	<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>				
202104647		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>			
202107939		<ul style="list-style-type: none"> <li>Property Condition</li> <li>Staff Conduct</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>		
202109735		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Anti Social Behaviour</li> <li>Estate Management</li> <li>Health &amp; Safety</li> <li>Health &amp; Safety</li> <li>Payments &amp; Reimbursements</li> </ul>		<ul style="list-style-type: none"> <li>Moving to a Property</li> </ul>	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>
202114211	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Information Held on File</li> </ul>			
202114583		<ul style="list-style-type: none"> <li>Anti Social Behaviour</li> <li>Estate Management</li> <li>Health &amp; Safety</li> </ul>			

202117487		<ul style="list-style-type: none"> <li>• Complaints Handling</li> <li>• Property Condition</li> </ul>			
202118625		<ul style="list-style-type: none"> <li>• Complaints Handling</li> </ul>	<ul style="list-style-type: none"> <li>• Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Property Condition</li> </ul>
202120682			<ul style="list-style-type: none"> <li>• Pests</li> </ul>		
202126437		<ul style="list-style-type: none"> <li>• Complaints Handling</li> <li>• Property Condition</li> </ul>			
202128358	<ul style="list-style-type: none"> <li>• Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Complaints Handling</li> <li>• Information held on File</li> </ul>			
202203481		<ul style="list-style-type: none"> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Occupancy Rights</li> </ul>		
202204283	<ul style="list-style-type: none"> <li>• Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Complaints Handling</li> </ul>	<ul style="list-style-type: none"> <li>• Moving to a Property</li> </ul>		
202204800				<ul style="list-style-type: none"> <li>• Anti Social Behaviour</li> </ul>	
202207308		<ul style="list-style-type: none"> <li>• Property Condition</li> <li>• Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>• Complaints Handling</li> </ul>		
202207336		<ul style="list-style-type: none"> <li>• Complaints Handling</li> <li>• Property Condition</li> <li>• Property Condition</li> </ul>			
202211264	<ul style="list-style-type: none"> <li>• Complaints Handling</li> <li>• Property Condition</li> </ul>				

202211462		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>			<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>
202211844				<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>
202211906		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>			
202213272	<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> <li>Moving to a Property</li> </ul>	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>			
202213507		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>		
202213657		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>		
202217224	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>		<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>		
202218030		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Health &amp; Safety</li> </ul>			
202218418		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>			
202218474	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	
202221125		<ul style="list-style-type: none"> <li>Reimbursements &amp; Payments</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>		

202221354	<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Complaints Handling</li> </ul>			
202221764		<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>			
202222638		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>			
202223539	<ul style="list-style-type: none"> <li>Complaints Handling</li> <li>Property Condition</li> </ul>	<ul style="list-style-type: none"> <li>Charges</li> </ul>		<ul style="list-style-type: none"> <li>Property Condition</li> </ul>	