

The Housing Ombudsman's response to the Ministry of Housing, Communities and Local Government's consultation on 'Strengthening consumer redress in the housing market'

Executive Summary

1. The Housing Ombudsman welcomes the Secretary of State's consultation and supports the proposal to improve consumer access to redress across the housing and property sector.
2. The Housing Ombudsman is uniquely placed to play a key role. Our jurisdiction allows us to consider complaints from social housing residents, occupying as both tenants and leaseholders and including new builds undertaken by social landlords. In addition we deal with complaints about those private landlords who are voluntary members of our scheme.
3. Very many private tenants do not currently have access to an ombudsman and we support any steps to rectify that significant gap in provision. We recognise that the sheer volume of private landlords will cause practical difficulties in terms of achieving mandatory membership, funding and ensuring compliance with ombudsman findings.
4. We also agree that buyers of new homes should be able to bring their unresolved concerns to an ombudsman.
5. Learning from complaints is a key driver for improving both in house complaint handling and service delivery. At the Housing Ombudsman we promote learning from complaints not only through our approach to casework but also through our sector development work and website resources.
6. While we support the idea of a service that deals with complaints across the social and private housing sectors, instead of creating a single new ombudsman we favour a simplification of the private sector redress scheme and closer working between our service and a single private sector ombudsman. We consider that a shared single point of access for customers through a common portal offers the most attractive and cost-effective way forward.

7. We believe that access to an Ombudsman should be free to the consumer and the service complained about should first have the opportunity to respond to a complaint. But the Ombudsman should have the power to promote and support the early resolution of disputes where problems arise within the landlord's complaints procedure.

Introduction – scope of this response

8. We welcome the Secretary of State's proposal that there should be a simplification of consumer redress in housing, and that redress schemes should not only improve the customer experience of making a complaint but also ensure that complaints are used to drive service improvements for the benefit of all.
9. Our comments below are set out to reflect the structure of the consultation document. It is not appropriate for us to answer all the consultation questions but, where possible, we have addressed those questions which are most relevant to the service we provide.

Chapter 2 – How things work now

10. The Housing Ombudsman Service supports and subscribes to the principles and criteria promoted by the Ombudsman Association. Our role is set out in the current Housing Ombudsman Scheme. We resolve disputes involving members of the Scheme, including making awards of compensation or other remedies where appropriate. Our role is also to support effective landlord-tenant dispute resolution by others, so we encourage local resolution of complaints between landlords and tenants. We consider complaints using our dispute resolution principles, and support parties to use these principles so they can resolve complaints together at the earliest opportunity.

Type of landlord	Number of landlords	Number of homes
Housing Association	2,062	2,996,830
Local Authority	325	1,677,614
ALMO	24	119,337
Voluntary	65	18,666
Total	2,476	4,812,447

11. The Localism Act 2011 provided that the Housing Ombudsman should be the single social housing ombudsman. So, from April 2013 our service has had jurisdiction to consider complaints not just about member housing associations but also about landlords who are, or who are acting on behalf of, local authorities. Complaints about the latter were previously dealt with by the (then) Local Government Ombudsman (LGO). We agreed a memorandum of understanding with the LGO (now LGSCO). Under the memorandum, queries about our

respective jurisdictions can be resolved at an early stage through discussions between our caseworkers. We also publish information about the range of housing complaints each service deals with and when appropriate we signpost enquirers to each other's service. In 2017-18 we signposted 769 enquirers to LGSCO.

12. The Housing Ombudsman's jurisdiction is very broad in respect of housing associations – we can determine complaints brought in respect of all their housing activities. The position in relation to local housing authorities is different. Where a landlord is a local housing authority, the Housing Ombudsman has jurisdiction for complaints about the provision and management of social housing; but not those about the wider housing duties of local authorities such as homelessness and statutory allocations of social housing, or about homes let by local authorities at market rent.
13. Private landlords may also join the Housing Ombudsman Service as voluntary members. At present voluntary members represent about 3% of our total membership, with a housing stock of over 18,000 units. Voluntary members range from small landlords with as little as two units to larger organisations with a stock in excess of 1,000 dwellings. Voluntary membership includes the requirement to be bound by the Housing Ombudsman Scheme. This involves establishing, maintaining and publishing a complaints procedure.
14. As the consultation document explains, some private tenants have access to one of three private sector redress schemes. We have significant contact with the largest of those schemes, The Property Ombudsman, to whom we signposted 638 potential complainants during 2017-18. In the same period we signposted 115 enquirers to Ombudsman Services (Property) and a further 18 to the Property Redress Scheme. These referrals are generally complaints from tenants in the private rented sector whose landlords are not voluntary members of the Housing Ombudsman Scheme, but who may have a valid complaint about a letting or managing agent who is acting on behalf of the private landlord.

Chapter 3 – Improving 'in-house' complaint handling

15. As the consultation document recognises, to fulfil our role in supporting effective landlord-tenant dispute resolution by others, we provide advice, guidance and learning on effective complaint handling. We regard this type of support as a vital part of any ombudsman service and we constantly look for ways to develop this area of our work. We help local complaint resolution in the following ways:

- While we do not investigate complaints until they have been through the landlord's complaints procedure (and met the requirements of the democratic filter), we engage in 'local resolution' which can include:

- helping to define a complaint so that the landlord understands not only the key issues but also what outcome the complainant is seeking;
- exploring potential outcomes with complainants to ensure these are realistic and achievable;
- unblocking channels of communication between the complainant, landlord and other parties where difficulties prevented the progression of the complaint through the complaints procedure;
- providing advice to landlords about best practice which may help it progress/resolve a complaint;
- helping the parties to regard the complaints process as a way of resolving complaints rather than as a set of stages to pass through before referral to the ombudsman.

Annex A contains examples of complaints that have been resolved through local resolution.

- Even when a complaint has completed the landlord complaint procedure (and met the requirements of the democratic filter) we consider whether there is benefit in engaging in what we call ‘early resolution’. Rather than waiting for the completion of an investigation by the Ombudsman, early resolution is a further opportunity for complainants and landlords to play an active part in finding solutions to disputes. Early resolution will not happen without the consent of both parties and is generally time limited. If, during a period of up to eight weeks, a mutually acceptable outcome can be achieved, this outcome is then set out in a formal determination by the Ombudsman. This means that compliance with the agreement can be both monitored and enforced. The advantages of this approach are:
 - it results in a mutually acceptable solution more quickly than if a full investigation were to be done;
 - a more speedy outcome results in less stress and anxiety for the complainant;
 - the fact that the outcome is agreed means it is less likely that the dispute will cause lasting harm to the landlord-tenant relationship;
 - it addresses unreasonable claims and expectations, in part by getting each party to view the complaint from the other’s perspective;
 - the limited resources of the Ombudsman can be more effectively used by investigating only those cases where resolution cannot be achieved; or where a case is not suitable for early resolution because, for example, it raises significant issues such as systemic fault.

Annex B contains examples of complaints that have been resolved through early resolution.

- Where cases that cannot be resolved are investigated, we may make orders or recommendations in relation to the way complaints are dealt with by the landlord. So our investigations may result not only in redress for individual complainants but also deliver wider service improvements for the benefit of all residents.

We may order direct service improvements, such as amending a policy where this is found to be unfair, or we may order the landlord to identify how it will improve. For example, we may order the landlord to conduct its own review of events and provide a report to the Ombudsman detailing the lessons the landlord had learnt and what steps it proposes to put in place to prevent similar failings arising in future. In this way we assist landlords to capture the learning from complaints made by their residents and to translate this learning into service improvement.

- We also devote resources to sector development to promote best practice in dispute resolution and complaint handling. Key activities are:
 - workshops for landlords, both in-house and via partnership organisations (HQN and Housemark)
 - an interactive e-learning portal for landlords
 - training in complaint handling for tenant board and panels
 - engagement meetings with landlords
 - attendance at good practice meetings such as G15 (London's largest housing associations).
- In 2018-19 we intend to increase the range of online tools (for example videos, factsheets and webinars) to improve landlords' and residents' understanding of how to resolve disputes.

Chapter 4 – Practices and Powers

16. The consultation considers different approaches to redress provided by the various redress schemes, specifically in relation to accessibility, timeliness, data and transparency, codes of practice and powers and enforcement. The consultation invites views on what standards might apply to existing and future redress schemes.

Accessibility

Fees

17. We are firmly of the view that statutory ombudsman schemes should be free to the complainant. Our service is funded through a fee per unit levied on landlords who are members of the scheme, including our voluntary members. But such a funding model may not translate easily to a housing ombudsman scheme which includes all of the private rented sector. A significant problem, for example, would

be the need to have robust data on units held by all private landlords so that income collection can be done in compliance with accounting requirements.

The requirement to exhaust a complaints procedure

18. It is only right that a service being complained about should have the opportunity to consider and respond to that complaint. But problems can arise with local complaint handling and it would be helpful if the relevant ombudsman were able to:

- offer assistance when difficulties arise with a local complaints procedure;
- provide advice to the sector about good practice in complaint handling, including timescales, the number of complaint stages and principles of complaint handling;
- conclude that even if a local complaints procedure has not been exhausted, the service provider has already had a reasonable opportunity to consider and respond to the complaint, and so the ombudsman will accept the complaint for further consideration.

Timescales within which complaints should be made to the ombudsman

19. It is reasonable to expect complainants to pursue their concerns without delay, although there may be good reasons why that is not possible. Our current scheme provides that normally we will not investigate a complaint if more than six months elapsed between the matter arising and a complaint being made to the landlord; or if, once the landlord's complaints procedure is exhausted, more than 12 months (recently increased from 6 to 12 months to bring us in line with the ADR Directive) passed before the complaint was brought to our service. However, our scheme provides a degree of discretion to accept complaints which fall outside the criteria where there is good reason for doing so.

20. We take this opportunity to highlight that complainants who wish to use our service are subject to more onerous requirements than exist for most other ombudsman schemes. That is because of the operation of the 'democratic filter', introduced by the Localism Act 2013. Complainants who have completed the landlord complaint procedure and who remain dissatisfied with the outcome may not have their complaint investigated by the Housing Ombudsman until a further eight weeks have passed, unless they have approached a 'designated person' and that designated person has agreed to refer the matter to our service, or has put in writing that they will not make such a referral. We have been calling for changes to these arrangements to simplify access to our scheme and improve the customer experience. We hope that the forthcoming Social Housing Green Paper will address our concerns.

Timeliness

21. The consultation recognises that there can be significant differences in the time taken by different redress bodies to reach their decisions. Even within a single body, there are many factors that contribute to the length of time it takes to reach

a decision. In the case of the Housing Ombudsman, over the last two to three years our average time to issue a determination on a complaint has reduced considerably and is currently around eight months. By the end of 2018-19 we plan to have reduced this to six months. Looking further into the future, we believe that an average of 3-4 months might be achievable (and align with the ADR Directive) if the service has no significant backlog of work and is sufficiently resourced to keep on top of incoming new complaints.

22. However, we do not believe it appropriate to have standard timescales for investigation as a 'one size fits all' approach would not work well in such a diverse dispute environment. Some disputes are purely transactional, whereas others are multi-faceted and complex. The length of time for completion of an investigation is very much dependent upon the circumstances of the individual case.

Data and transparency

23. The consultation gives examples of how data is used to help drive up service standards.

24. Currently the Housing Ombudsman gathers data on the trends and themes we see in complaint handling by our member landlords. This allows benchmarking against the general landlord population, providing insight for members.

25. In our business plan for 2018-19 we have included a range of activities to make better use of the data we collect. We aim to:

- analyse our recommendations and orders so that key themes and learning can be shared more widely
- start producing reports on themes emerging from our casework
- review, and discuss with landlords, the data we collect about them and how that data might usefully be published on our website
- develop a proposal to publish our decisions.

Codes of practice

26. We recognise that codes of practice are used effectively by the Property Ombudsman and can be useful as a benchmark to help ensure consistency of service for consumers of services provided by lettings and managing agents, for example. Such codes are less prevalent in the social rented sector, where the actions of landlords need to be viewed in the context of the law, local policies and procedures and regulatory standards. We also apply and promote our dispute resolution principles and we are open to working with others to devise common standards where these would be useful.

Powers and enforcement

27. It is a requirement of the Housing Ombudsman Scheme that in order for the Ombudsman to investigate a complaint, there must be a landlord/tenant

relationship between the parties involved. The existence of that relationship, and the desire to protect it, might assist not only in the way the parties approach dispute resolution, but also in the way landlords respond to our orders and recommendations. Currently we have 99% compliance with our orders and recommendations within 3 months and 100% within 6 months.

28. The question of how an ombudsman might enforce decisions against private landlords is difficult to answer. Expulsion from the scheme is an option, as currently practiced by the three private sector ombudsmen. Yet while that may be effective for landlords of significant size, smaller landlords may be less troubled by such a sanction. Small landlords, some with few resources, may find it difficult to access services to implement recommendations from an ombudsman. For some, it may be a more attractive option to end a tenancy than to submit to the scrutiny an ombudsman would bring. For others, the drive to be seen as an excellent landlord through membership of an ombudsman scheme may wither in the face of an adverse finding.
29. Enforcement via a third party might also be an option to consider. For example, where a private landlord is licensed by the local authority, non-compliance with an Ombudsman recommendation might be information the authority would take into account in deciding whether to grant, extend or revoke a licence.
30. We have, separately, replied to a consultation by the All Party Parliamentary Group on Excellence in the Build Environment (APGEBE) about a proposal that there should be an Ombudsman for new build homes. [Our submission](#) explains in some detail our view that an ombudsman with jurisdiction for complaints about new build homes should have powers to ensure compliance with its recommendations.

Chapter 5 – Addressing the gaps

31. As was evident in the discussions leading to the Localism Act 2013 the boundaries between different ombudsman schemes are not always clear. While the creation of a new ombudsman service may provide greater clarity and accessibility for some consumers, it is also likely to create new boundaries and new uncertainties for others. What is important is that complainants are not deterred by uncertainty over which redress scheme to approach. So, no matter how different ombudsman schemes are configured, it will be important that mechanisms such as memoranda of understanding and shared portals are employed to reduce consumer uncertainties and facilitate access.
32. In terms of our own service, we are aware of the following gaps:
- third parties who are not tenants/leaseholders but who are affected by the actions of landlords or their tenants/leaseholders are unable to have their

complaints considered by an ombudsman if the landlord cannot resolve them. For example, a private owner who is concerned about the behaviour of a neighbouring tenant, or about the standard of maintenance of a recreational area, may complain to the landlord but cannot complain to the Housing Ombudsman because there is no landlord-tenant relationship;

- people who have market rent tenancies with local authorities should be able to complain to the Housing Ombudsman, as is the case for those who have such tenancies with housing associations.

33. The consultation focuses on buyers of new build homes, tenants of private landlords and leaseholders and we shall deal with each of these in turn.

Buyers of new build homes

34. Our response to the APPGEBE consultation sets out our position that:

- access to any New Homes Ombudsman should be unfettered
- a New Homes Ombudsman should provide the opportunity for quick resolution of complaints, and
- where early resolution is not possible, the New Homes Ombudsman should have powers to ensure compliance.

35. Nothing in the current consultation gives us reason to depart from our stated position. However, we offer the following further thoughts, in response to the consultation questions.

36. The Housing Ombudsman deals with complaints from tenants, shared owners, leaseholders and, in some circumstances, freeholders of new homes built by housing associations and new homes let as social housing by local authorities. It seems likely that in the coming years many more new homes will be built by housing associations and local authorities across the whole range of tenures and so we expect this area of our work to increase over time.

37. Just as we welcome the proposal that private tenants should have access to an ombudsman, we also support the call for buyers of newly built homes to have such access.

Tenants of private landlords

38. The consultation raises a number of questions that get to the heart of the practical difficulties that will be encountered in setting up a redress scheme for tenants of all private landlords. The consultation suggests that there are between 2 and 2.5 million private landlords, most of whom are small scale, owning one or two properties.

39. In terms of **coverage**, it is difficult to see how mandatory membership of an ombudsman scheme for all private landlords could be policed without a substantial increase in local regulatory activity.

40. We are aware that in some cases authority-wide licencing of private landlords is in place. These schemes are rare and attract substantial criticism from those in the sector who believe that regulation of this type is counterproductive and will result in a reduced supply of homes to rent. Where they exist, however, such schemes might provide a vehicle to require private landlords not only to belong to an ombudsman scheme but also to comply with its recommendations. If a similar approach were to be taken to all licensing schemes currently in operation, this would provide access to an ombudsman for a large cohort of private tenants living in areas identified locally as being in greatest need.
41. Similarly, the licensing regime could also be used to include particular property types, for example high rise blocks, thus affording protections, and access to an ombudsman, for those private tenants who reside there.
42. If the licensing regime is not considered suitable, an alternative may be some form of private landlord registration. We note there is an as yet unpublished '10 minute rule bill' on this subject.
43. An alternative would be to continue to rely on current requirements but do more to promote voluntary membership of our own scheme. We are open to looking at ways of increasing voluntary membership although this seems likely to entail practical difficulties around setting fee levels initially, ensuring the completeness of income and the disproportionate costs of invoicing.
44. In terms of a **scheme provider**, we understand that there is confusion around the existence of three private sector redress schemes and we subscribe to the view that in any particular sector there should be no more than one ombudsman. The key question is then whether there is sufficient commonality of interest between an ombudsman for the private rented sector and the social housing ombudsman to justify the creation of a larger, cross sector ombudsman service. We shall return to this below.
45. Looking at **cost** our current funding arrangements appear to work well. These involve invoicing around 2,500 landlords. But an ombudsman with a much larger membership would experience logistical difficulties in using this model to collect fees from up to 2.5 million private landlords using the same income model. Other options worth exploring might include:
- longer term fees (for example, covering membership for five years);
 - for small landlords, pay per complaint, although further difficulty might be expected in obtaining payment, perhaps more when a complaint is not upheld than when it is;
 - adopt the 'polluter pays' principle and charge only when complaints are upheld. (As with the previous example, payment per complaint may have the adverse effect that some landlords would be reluctant to accept

complaints, or to offer or renew tenancies of those who they regard as likely to complain);

- fees could be collected by the local authority, included in the fees they charge under their licencing scheme;
- local authority funding based on numbers of landlords in the area;
- central government funding – which in many ways would be the least onerous.

46. Turning now to **monitoring and enforcement**, local licensing schemes may offer one method of ensuring that all private landlords, or at least those who are licensed, are members of a redress scheme and comply with its recommendations.

47. **Penalties for non-compliance** with recommendations from a redress scheme are likely to be needed. The loss of a license to operate as a private landlord may be the most effective sanction, or expulsion from the redress scheme in cases where the member landlord has a sizeable property portfolio.

48. It is also worth considering that many, mostly small, private landlords will not have a complaints procedure and will have limited access to the expertise needed to draw one up. The content of tenancy agreements will also be variable. It may therefore be helpful to create model tenancy agreements, complaints procedures and associated service standards against which a landlord's actions may be judged. In terms of a model complaints procedure, the Housing Ombudsman's dispute resolution principles - be fair, put things right, learn from outcomes - may be a good starting point. We consider that the '*Homes (Fitness for Human Habitation and Liability for Housing Standards) Bill*' offers the prospect of a simple framework against which housing standards can be assessed.

49. Redress is not restricted to ombudsman schemes and so should be seen in the context of the wider dispute resolution landscape. Wider reforms to the sector might also include changes to the court and tribunals system, making it easier for tenants to obtain the redress they require when that is the most appropriate avenue of dispute resolution. But even with easier access to the courts, it is our view that there are very many private tenants who would benefit from having access to an ombudsman or other dispute resolution scheme.

Leaseholders

50. Our service [responded to the consultation](#) on 'Tackling unfair practices in the leasehold market'.

51. We have jurisdiction to deal with complaints from leaseholders where the freeholder is a member of our scheme. Complaints that we deal with span the entire leasehold process, from difficulties experienced pre-purchase, through problems experienced by those living as leaseholders, and ending with difficulties

encountered when leaseholders try to sell their property. It seems highly likely that these types of complaint would also arise where the freehold is in private hands. We therefore support the proposal that freeholders of leasehold properties should be required to be a member of a redress scheme.

Chapter 6 – Creating a single housing ombudsman service

52. The consultation document invites views on three main options:

- A single housing ombudsman
- A single front door with greater standardisation of practices
- Consolidation through rationalisation of existing schemes.

53. We support of the idea of an ombudsman service which deals with the social rented and private rented sectors. Such an approach would provide one point of access for all tenants, irrespective of the nature of their tenancy and whether they have a direct relationship with their landlord or via an agent. The model would also offer the option of including jurisdiction for buyers of new homes, irrespective of whether the purchase is on shared ownership, leasehold, freehold or some other basis; and irrespective of whether the seller is a social housing provider or a private developer.

54. We consider the existing Housing Ombudsman Service is best placed to deal with complaints about social rented housing. We have experience in dealing with complaints about private landlords and we are open to developing our service in this direction.

55. Accordingly, rather than create an entirely new organisation that deals with both social and private rented sectors, we favour an approach that promotes closer working between the Housing Ombudsman Service and one of the private sector schemes. This could be achieved by the creation of a shared 'first contact service', or portal, which would provide one access point for customers. Such a move would offer the opportunity to move towards standardisation of practice where possible and a more consistent and uniform service to all complainants, irrespective of tenure. It would allow each organisation to learn from complaints within its sector and to use this to improve standards across the piece. It would also represent a simplification of the current arrangements.

56. We are mindful also of the draft Public Services Ombudsman Bill which may yet be taken forward and which includes provision that at some future point the jurisdiction of the Housing Ombudsman might be incorporated into a new Public Services Ombudsman. To recap a relevant point made by the then Housing Ombudsman to the CLG Select Committee in March 2017: *There is also clearly potential to further develop the approach to complaints regarding housing and property issues in the private sector. Collaboration with private sector schemes*

currently works well, but a combined Housing and Property Ombudsman scheme would be an alternative option. Potentially this could incorporate some of the ideas that have been put forward in relation to a 'New Homes Ombudsman'. These jurisdictions could also come within the remit of a Housing and Property Ombudsman sited within a Public Services Ombudsman. In the event that there is movement on the Public Services Ombudsman front, our closer working with a private sector ombudsman would not prevent further consideration of how our service might relate to and align with a public services ombudsman.

Conclusion

57. We recognise that consumer redress is just one aspect of a much bigger set of challenges posed by a broken housing market. We very much welcome the current focus on finding ways to simplify consumer redress in housing. We hope that our comments and the insight we bring will be of use and highlights a range of opportunities for driving further service improvement and promoting best practice.

58. We look forward to working closely with the Ministry and others to help in any way we can with the next steps.

David Connolly
Interim Housing Ombudsman

16 April 2018

<u>Annex A</u>	<u>Cases resolved at local resolution</u>
Damp proofing works	<p>We dealt with a complaint regarding damp proofing works. Works had commenced and a complaint had been raised regarding these and the outcome of the works. The relationship between the resident and the contractor had deteriorated and the complaint had stalled as the resident was unwilling to allow the contractor back into his home.</p> <p>We suggested options to move things forward and worked with both parties. We arranged a joint inspection by the landlord and contractor with agreement that no works would be undertaken without an explanation to the complainant as to the extent of these and the process for monitoring.</p> <p>The inspection took place and a schedule of works was agreed. The complaint was not pursued further.</p>
Compensation	<p>We were contacted by a resident who was dissatisfied with works that were taking place to replace a communal door.</p> <p>The landlord had offered compensation to residents for the inconvenience but this was not considered sufficient by the complainant.</p> <p>We discussed the matter with the resident and ascertained the level of compensation that she was seeking. We contacted the landlord with details of the complaint and set out the outcome that was being sought.</p> <p>The landlord agreed that it would offer the higher level of compensation and the complaint was not pursued.</p>
Repairs	<p>A complaint was made regarding a fault with a shower.</p> <p>The complainant was elderly and needed the shower for washing. The landlord had advised that it was unable to repair the shower but would replace with a mixer tap and shower attachment as was standard in its properties.</p> <p>The complainant was unhappy with this proposal as they were unable to stand in the shower and manoeuvre the shower manually.</p> <p>We contacted the landlord and explained the basis for the complaint. The landlord agreed to replace the shower on a like for like basis and the complaint was withdrawn.</p>

<u>Annex B</u>	<u>Cases resolved at early resolution</u>
Disrepair & compensation	<p>A complaint was made to the Ombudsman about the landlord's response to a leak that that damaged the kitchen and appliances. The complaint concerned the time taken to carry out the repairs, the loss of use of the kitchen, missed appointments, disruption to the garden (which was dug up to lay pipes) and the damage to a fridge-freezer (including the loss of food) and carpet. The complainant explained that the impact on her was exacerbated by her vulnerability due to her disability and diabetes.</p> <p>The landlord's final response offered £60 compensation for the inconvenience and advised her to make a claim under her contents insurance policy for the damage to her personal items.</p> <p>We liaised with both parties and the landlord explained that it was willing to increase its offer of compensation to £300, to assist with the purchase of a fridge freezer. The complainant accepted the offer of £300 compensation, together with an apology for the inconvenience caused, as resolution of complaint.</p>
Rat infestation	<p>The complaint concerned the landlord's refusal to compensate the complainant following reports of health and safety issues including damp, rats, rubbish, issues with his toilet. The complainant believed that the landlord's failure to address these issues meant that he had experienced rats in his kitchen, rubbish and rubble in the front and back gardens and an old toilet in the rear that had not been blocked to prevent the rats from entering.</p> <p>The landlord explained that it had previously responded by offering alternative accommodation to enable it to treat the damp and that its inspections had subsequently found clutter and fire and trip hazards at the property. It also said that it had responded to the presence of rats at the property by requesting a sonic plug to prevent them from entering via a garden shed.</p> <p>We liaised with the parties to encourage them to try and reach an agreement to resolve his complaint. After reviewing the case, the landlord offered £125 compensation. This was accepted on the basis that it was</p>

	<p>accompanied by a letter of apology to which the landlord agreed.</p>
<p>Property standard at start of tenancy</p>	<p>The complainant, a tenant who was registered blind, complained to the landlord about the condition of his property at the start of his tenancy. He undertook action to clean and re-decorate the property and requested compensation from the landlord for costs incurred of approximately £4,000. The landlord acknowledged that the property had not met its void standard. It apologised and offered £140 in recognition of service failures associated with the condition of the property, the failure to inform the complainant of its reporting procedures, and the cost of cleaning materials he had purchased. The complainant was dissatisfied with the landlord's offer and brought the complaint to the Ombudsman.</p> <p>We facilitated early resolution of the dispute by exploring what constituted a reasonable offer. The complainant acknowledged that he had decorated the property to a high standard and that the landlord was not responsible for decorating costs under the tenancy agreement. We also encouraged the landlord to consider whether it had done enough to put matters right. We suggested that the landlord consider how it could learn from this complaint in working with vulnerable tenants and whether its offer of compensation was fair in all the circumstances, particularly given the works undertaken by the complainant to prepare the property for redecoration.</p> <p>We brought the tenant and landlord together in a conference call. The landlord identified a number of ways it had learnt from the outcome of the complaint, including that the complainant was invited to join its local scrutiny panel. It also increased its offer of compensation to £1,120 to cover the costs of works that the complainant would not have incurred had the property met appropriate standards at the start of the tenancy, as well as for time and trouble he had taken in carrying out the works. This resolved the complaint for the complainant.</p>