

Case summary:

Severe maladministration finding

**Landlord: *Stafford and Rural Homes*
(*now Housing Plus Group*)**

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Landlord: Stafford & Rural Homes (Housing Plus Group)

Complaint reference: 202009884

Complaint categories: Repairs, complaint handling

The complaint

Ms W complained about the landlord's response to her reports of repairs required at the property and a bedbug infestation. The Ombudsman also considered the landlord's complaint handling.

Background and summary of events

In summer 2020, Ms W complained about the number of repairs required at her property, which she said the landlord had not remedied, despite her contacting it over the years on numerous occasions, including by telephone, email and three previous complaints. She listed a number of issues including a leaking roof, mould and infestation with bedbugs.

The landlord agreed with the complaint in its stage zero response and raised repairs for the leaking roof as a priority and said that once this had been remedied, it would be able to look at the issues of damp within the property.

Ms W phoned the landlord and asked for her complaint to be escalated. The landlord advised that she would need to specify the reasons for her request. Ms W explained that she had no data on her phone to email and the landlord suggested that she use a local library or fast-food restaurant, or alternatively write a handwritten letter and post it.

Ms W wrote to the landlord explaining that there had been no mention of dealing with the bedbugs or mould. The landlord acknowledged her escalation request

Several months later in early 2021, the landlord provided its stage one response to the complaint, explaining that it had tried to contact Ms W to discuss the issues and also to arrange an inspection but had been unsuccessful.

Ms W was dissatisfied with the response and asked for escalation through the complaints procedure. The landlord inspected the property and agreed to carry out works to repair the leaking roof and to resolve the damp and mould. It declined Ms W's request to further escalate her complaint, explaining that from 1 April 2021 it had adopted a two, rather than three, stage complaints procedure. The complaint had already been investigated twice.

Ms W's medical surgery wrote to the landlord, advising that her physical and mental health were being detrimentally affected by her housing situation.

The Ombudsman wrote to the landlord three times, requesting disclosure of the complaint file, relevant evidence and reminding it of its obligations as a member of the Housing Ombudsman Scheme. On the Ombudsman's final request, the landlord provided documentation confirming the repairs it would be carrying out within 60 days.

Assessment and findings

Repairs and infestation

Whilst Ms W stated that she has contacted the landlord about the issues with the roof and mould “hundreds” of times and across a number of years – and the landlord’s records, although not evidencing hundreds of times, do indicate the issues were reported a number of times in 2017, with works being carried out in 2018 and reports made again in 2019 - the Ombudsman is unable to consider the historical aspect to the complaint.

The Housing Ombudsman Scheme requires a complaint to be brought to the attention of the landlord within a reasonable period of time, that is, within six months of the matters occurring. The Ombudsman requires a complaint to be brought to its service no more than 12 months from it being concluded by a landlord.

Considering the matter from Ms W’s complaint in the summer of 2020, it was inappropriate that the landlord did not inspect the leak or carry out associated repairs within the time scale set out in its own policy of seven days or within a reasonable period of time thereafter. This is despite it stating that it had prioritised the roof repairs. The nature of the repair is an aggravating factor, being one which was reported to be causing secondary problems with mould. Depending on the severity, mould can become a hazard to health.

There is no information as to why there was such delay to carrying out an inspection or repairs, besides reference in its response – six months later – to it trying to get hold of Ms W to discuss the issues and arrange an inspection and being unsuccessful in doing so. There is no evidence of the landlord making these attempts at contact or further information as to type of contact or whether any messages were left.

There was little by way of communication or expectation management by the landlord throughout the period of time from Ms W’s complaint escalation request to the conclusion of its complaints procedure, which was further inappropriate.

Not only did the landlord not carry out the repairs within a reasonable period of time but there is no evidence that the landlord carried them out at all; no confirmation has been provided of the landlord remedying the issues with the roof or addressing the secondary issues with mould, which undoubtedly had a detrimental impact on Ms W and her family over time.

Depending on the nature of the infestation - including whether it was contained within the property itself or was the fabric of the building and whether the infestation was caused by the landlord’s failure to carry out the repairs - and the clauses of the tenancy, this is something which may or may not be the landlord’s responsibility.

The landlord did not carry out the repairs it was responsible for within a reasonable period of time, however, there is no expert report on whether this caused the infestation, nor whether the bedbugs were contained or spread more widely.

However, the landlord did agree to carry out a fumigation of the property, although again, there is no information as to whether this was carried out and if so, when. It is clear, however, that even in the case of this not being reported until the summer of

2020 (as evidenced by the records and not earlier), the landlord decided to act on this but did not do so for an unreasonably lengthy period of time.

Complaint handling

The landlord's "*stage zero*" response should have been provided within one working day in accordance with its policy but was not, instead taking two weeks for the landlord to send. This delay was not acknowledged, apologised for or explained in its response.

While it was appropriate that the landlord had previously spoken with Ms W about her complaint over the telephone, its response did not reflect any summary, reflections or findings from this or any associated investigation of the complaint, besides stating that it "agreed" with her. There is no detail around what exactly the landlord agreed with, its findings or any apology or rectification of what went wrong.

The complaints process provides an opportunity for the landlord to demonstrate that it has heard and understood the concerns, taken them seriously in investigating them thoroughly and a chance to put things right. Putting things right is not always about compensation; often an apology or learning from the complaint and putting things in place to help prevent a future recurrence are equally if not more important. The landlord missed opportunities to do these things.

Raising repairs alone does not provide redress to the complaint and in particular, the landlord provided no dates for inspection or repair or asked for Ms W's availability, leaving the matter unresolved and no expectation management of timeframe.

When Ms W requested escalation of the matter, the landlord's suggestion that she use a library or fast-food restaurant during a national pandemic to email her reasons was an unreasonable and insensitive suggestion.

The complaints process should be accessible but the landlord did not facilitate this, by declining to take the escalation reasons over the telephone in circumstances where Ms W was unable to access the internet.

The length of time the landlord took to respond at stage one of its complaints procedure was inappropriate and unacceptable. The landlord took five months in total to respond, with its response simply stating that it had been unable to make contact with Ms W.

The landlord has not explained when or how it tried to make contact nor evidenced this. There was no apology or explanation for the delay and no expectation management during the five months it took to respond, following its letter advising it would respond within a month. It took a further month and a half to decline the Ms W's request for escalation of her complaint, citing that it had already been investigated twice.

The length of time the landlord took at all stages was completely unacceptable and without apology, explanation or insight into the impact this had on Ms W. Its responses were brief and perfunctory, without having evidenced any investigation of the issues or understanding as to the impact.

The landlord's rationale for refusing to escalate the complaint because the matter had already been investigated twice was erroneous; there is no evidence of the matter having been investigated at stage zero or stage one. It was inappropriate for the landlord to rely on a change in policy which took place many months after it was due to provide a response to the complaint; the complaint fell under the original policy which was not adhered to.

On compensation for the items Ms W said were damaged by the leaking roof and associated mould, the landlord was not obliged to offer compensation and chose not to do so in the absence of evidence of the damaged items and their cost. The landlord chose not to compensate, however, in the face of recognised service failure, which it appears to acknowledge at stage zero. Whilst this is not obligatory, the landlord is able to exercise discretion as to compensation and where something has gone wrong, this is one way to seek to put things right. There is no evidence of the landlord considering this as part resolution of the complaint which was unreasonable in the circumstances.

Finally, the landlord has an obligation as a member of the Housing Ombudsman Scheme to provide documentation requested by the Ombudsman in a timely manner. We received the information requested three months later and after a number of follow up chasing letters. The landlord was warned in the third reminder, that failure to provide the documentation within the time period requested would result in a finding in respect of complaints handling. It did not provide the information in the time requested at that point either.

Determination

We found maladministration by the landlord for its response to reports of repairs and an infestation, and severe maladministration for its complaint handling.

It took too long to carry out the repairs it was responsible for and in respect of the infestation, having agreed to take action, took too long to address this. The landlord did not manage expectations or keep in contact with Ms W. There is no evidence of reasonable attempts at contact which failed or any obstruction of the process on the part of Ms W. There is no explanation of delay or apology for this.

The landlord took too long to respond at both stages zero and one and did not acknowledge, explain or apologise for this, nor keep Ms W updated in the interim. The complaint responses evidenced no investigation of the issues or demonstrated a proactive approach by the landlord to get matters resolved. Its decision to refuse escalation to stage two was based on flawed reasoning.

We ordered the landlord to pay compensation of £1,000, and (if not already done) to contact Ms W to arrange for a date for the infestation fumigation works it agreed to do and carry out the repairs it is responsible for.

We also ordered the landlord to carry out a lessons-learned/self-assessment exercise into this case and recommended training for staff plus a review of its policies and procedures, to help prevent a recurrence.