

Cold comfort

**Spotlight on complaints
about heating, hot water and
energy in social housing**



February 2021

Contents

| | Page |
|--|-----------|
| <u>Foreword</u> | <u>1</u> |
| <u>Our role</u> | <u>3</u> |
| <u>Introduction</u> | <u>5</u> |
| <u>Key data</u> | <u>7</u> |
| <u>Chapter 1: Heating and hot water</u> | <u>11</u> |
| <u>Chapter 2: Heat networks</u> | <u>16</u> |
| <u>Chapter 3: Gas safety</u> | <u>24</u> |
| <u>Chapter 4: Complaint handling</u> | <u>30</u> |
| <u>Chapter 5: Energy efficiency and innovation</u> | <u>33</u> |
| <u>Summary of recommendations</u> | <u>35</u> |

Foreword



Living in a warm, safe and decent home is a fundamental need and critical to our health and well-being.

But when there is a loss of heating or hot water at home, the impact is significant on the household. This is especially so where young children, elderly or vulnerable residents are concerned. This report offers lessons for all social landlords following more than 200 investigations by us.

The report is timely, given decarbonisation and the Government's Energy White Paper, plans to review the Decent Homes standard, the issues with some gas safety inspections during Covid-19 and the severity of some cases we have investigated in recent months.

How energy is provided to our homes will also rapidly change as the country strives to meet net zero carbon emissions by 2050. Decarbonisation is now a core part of social landlords' planning and at the centre of decision-making should be the resident: ensuring they have reliable, cost effective and easy-to-use energy.

As an Ombudsman, we provide a unique perspective into these issues. The insight from our casework, together with the real-life experiences of residents, generates important learning for landlords. Our report makes 40 recommendations for improved practice.

Potential areas for collaboration are identified, not only between social landlords, but also between landlords and residents. For instance, how to ensure that gas safety inspections are conducted successfully, or how best to introduce new technologies to support energy efficiency.

I would highlight two areas for further discussion – the response to vulnerable households and the relationship with contractors. I would encourage governing bodies to ensure they are confident of their organisation's approach to both.

Our investigations repeatedly found a failure to put things 'right first time', caused by missed appointments, sometimes exacerbated by poor record-keeping, and operatives attending jobs without the right tools, parts or indeed skills. In several cases these failures involved contractors working on behalf of the landlord. These failures are unacceptable and, to be clear, where contractors are involved the responsibility and accountability rests with the landlord – it is their maladministration.

Landlords should ensure they are in the strongest position to resolve issues. This includes robust contracts, monitoring and customer feedback when evaluating performance of contractors and future procurement. These issues are illustrated clearly by the experience of 39 households – mostly elderly or disabled – where their biomass boiler broke down at least 24 times over two winters. Our investigation found there was

no performance monitoring in place with the provider and little effort by the landlord to raise the problems with them. The 20-year agreement with the contractor had no penalties.

These issues are exacerbated when the household contains young children, or disabled or elderly residents. There needs to be effective communication. This extends to complaint handling and providing appropriate redress, sometimes requiring compensation that reflects the circumstances and the distress and inconvenience caused. Indeed as with previous reports, poor performance in complaint handling is a feature in this group of complaints, with a maladministration rate of 60 per cent. Ineffective complaint handling undermines the tenant-landlord relationship and, following the publication of our Complaint Handling Code, is an area we are looking for improvement across the sector.

Looking ahead, our report explores energy efficiency, especially the growing use of heat networks. Whilst offering clear energy use benefits, they also present challenges when something goes wrong, as they can affect hundreds of residents. This is reflected by our maladministration rate at 60 per cent. Our report sets out recommendations for social landlords on how to avoid these problems, including proper information at the outset of the tenancy or lease to avoid problems later, clear billing and (again) robust contracts where the landlord is not the supplier.

I would like to thank the landlords who offered valuable insight into these issues and the Energy Ombudsman with whom we will continue to work closely.

We would welcome your [feedback](#) to inform future reports.

Richard Blakeway
Housing Ombudsman

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Our role

The Housing Ombudsman makes the final decision on disputes between residents and member landlords.

Our decisions are independent, impartial and fair.



Our service is free to the 4.7 million households eligible to use it.

Our role is set out in the Housing Act 1996 and the Housing Ombudsman Scheme approved by the Secretary of State.

Membership of the Scheme is compulsory for social landlords - primarily local authority landlords and housing associations who are or have been registered with the Regulator of Social Housing. Additionally, some private landlords are voluntary members.

We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

Membership at 31 March 2020

| | | | |
|---|-------------------------------|---|------------------------|
|  | 2,302 member landlords |  | 4.7m households |
|---|-------------------------------|---|------------------------|

| | | |
|-----------------------------------|------------------------------|-----------------------------|
| 1,904 housing associations | 325 local authorities | 73 voluntary members |
| 3.2m households | 1.5m households | 20k households |

We can consider complaints from the following people:¹

- a person who has a lease, tenancy, licence to occupy, service agreement or other arrangement to occupy premises owned or managed by a landlord who is a member of the Housing Ombudsman Scheme
- an ex-occupier if they had a legal relationship with the member at the time that the matter complained of arose
- an applicant for a property owned or managed by a member
- a representative or person who has authority to make a complaint on behalf of any of the people above.

This means that, as well as considering complaints from tenants, we can also accept complaints from leaseholders and shared owners. The only category of homeowners who are not eligible to bring a complaint to the Ombudsman about a member landlord are those who own the freehold of their home.

¹ Para. 25 of the Housing Ombudsman Scheme lists the people who can make a complaint to the Ombudsman.

Introduction

This report focuses on complaints about heating and hot water – including 'heat networks'² and gas servicing. These are issues where maladministration is often found in complaints brought to the Housing Ombudsman. Complaints about heating and hot water systems are more common in the winter months and can have a serious impact on residents – particularly those who are older, or have disabilities or other vulnerabilities.

The following chapters focus on the areas where complaints commonly arise and maladministration has been found most often. We also consider landlords' complaint-handling – often an area for improvement – and their approach to energy efficiency and innovation.

Government fuel poverty figures published in 2020³ indicate that one in ten households are fuel poor, approximately 2.4 million households in total. The report notes that a higher proportion of social rented homes are within the top three bands for efficiency⁴ and yet nine per cent of social housing tenants were in fuel poverty.

This report looks at complaints made to social landlords. It does not cover the private rented sector, although a small number of private landlords are voluntary members of the Housing Ombudsman Scheme.

We focus on complaints we investigated in the 18 months from April 2019 to September 2020. Case studies from these investigations are included to show the range of problems that residents face, landlords' responses and our findings. We expect landlords to use the learning from these cases to improve their services and complaint handling in future.

Coronavirus (Covid-19) outbreak

During the Coronavirus outbreak, since March 2020, we have seen an impressive response from many social landlords, who have gone beyond their role as a landlord to ensure that residents have the support they need.

Social landlords have had to strike a balance between carrying out emergency or urgent repairs, while ensuring that residents, including the vulnerable, are protected from the virus. They also need to ensure that their own staff and contractors are safe and have

² A 'heat network' – sometimes called a district heating system – uses insulated pipes to deliver heat from a central source to a number of homes or non-domestic buildings in an area.

³ 'Annual Fuel Poverty Statistics in England 2020 (2018 data)', Dept. for Business, Energy and Industrial Strategy, 2020.

⁴ Bands A, B and C. Energy efficiency is rated on Energy Performance Certificates in bands from A to G.

the necessary protective equipment, as well as having the information they need to maintain the safety of residents they visit.

The Government has published guidance for landlords and residents throughout the pandemic, setting out what works and inspections should, and should not, be carried out in people's homes and the precautions that should be taken – including social distancing and good hygiene. This guidance has changed over time and in response to any local restrictions. We expect landlords to respond to any request for repairs or formal complaints in line with the guidance and any restrictions in place at the time.

Good quality homes with sufficient heating are always important, but particularly in the current pandemic. A report for Government in July 2020⁵ set out the link between adequately heated homes and health. It explained that: *'Poorer quality housing tends to have lower temperatures due to poor insulation, inadequate heating or inappropriate use of heating. Low temperatures can reduce the body's immunity to all viruses as well as favour virus survival. There is also a greater risk of developing community acquired pneumonia and having cardiovascular events with low indoor temperatures below a minimum of 18 centigrade. These households can also have a higher density of occupants.'*

The report also raised the question of the potential long-term impact of Covid-related restrictions on vulnerable residents. These are issues that the sector is dealing with now and may have to deal with in complaints over the next 12 months.

⁵ *'Preparing for a challenging winter 2020/21'*, report by the Academy of Medical Sciences, July 2020. The report was considered at SAGE 46 on 9 July 2020.

Key data

Complaint volumes and outcomes

This report is based on complaints handled by the Housing Ombudsman from April 2019 to September 2020. Over this period we:

- investigated 211 complaints from residents about the issues covered by this report (heating/hot water, heat networks and gas safety)
- found maladministration in 66 (31 per cent) of the complaints we investigated⁶. This increased to 60 per cent when cases involved heat networks. When complaints involved complaints handling, it also increased to 60 per cent
- made one finding of severe maladministration and 40 findings of service failure⁷ for not providing appropriate redress
- made an additional 37 findings of maladministration, including 26 findings of service failure, for poor complaint handling by the landlord
- made 158 orders to put something right and 130 recommendations. This included:
 - 8 orders to apologise
 - 108 orders to pay compensation, totalling £58,486
 - 16 orders to carry out repairs
 - 6 orders to change a process or procedure.

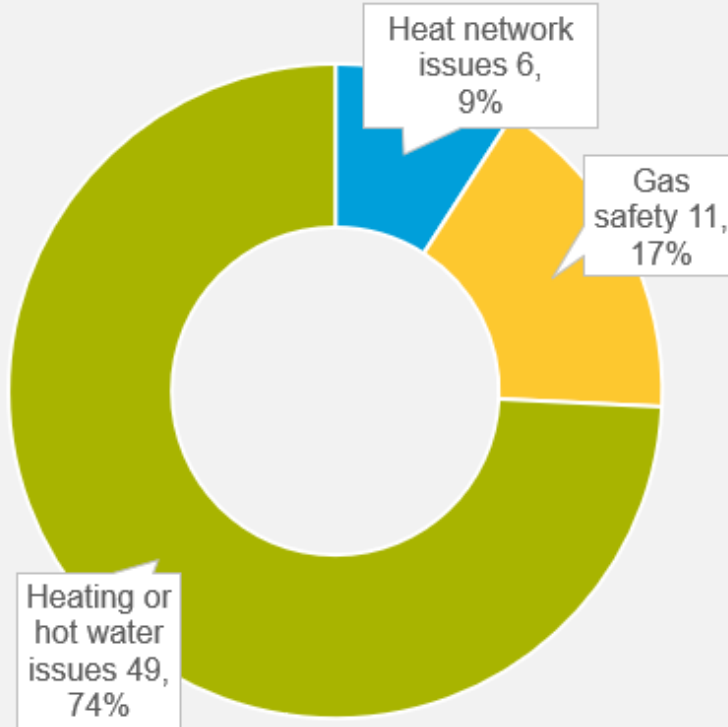
There were a further 58 cases (27%) where things had gone wrong and a resident had to complain to get the matter resolved by the landlord providing redress through its internal complaints process.

The following two charts show that, whilst the highest number of complaints we investigated concerned general heating and hot water issues, there were a disproportionately high number of maladministration findings in the cases which involved heat networks or gas safety.

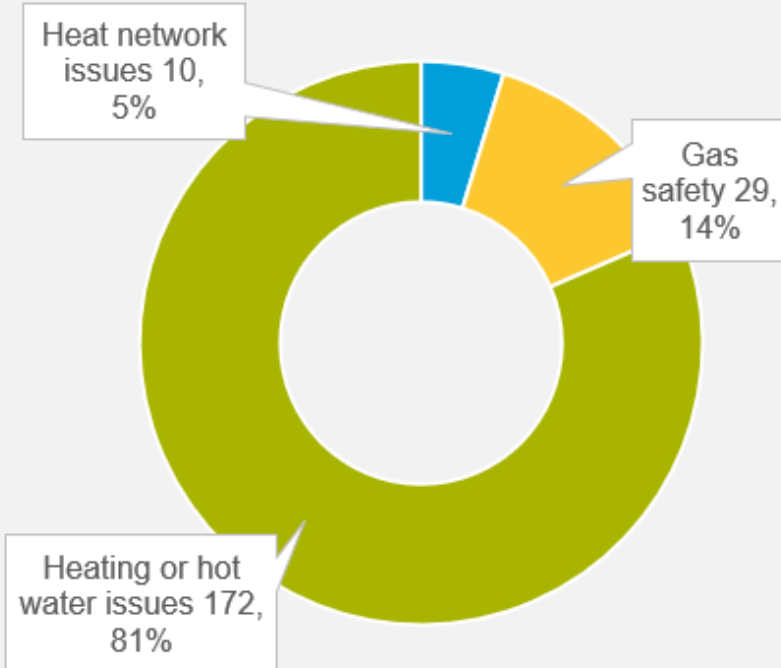
⁶ These are findings of maladministration (which includes service failure) for the landlord's response to the substantive issue i.e. heating, hot water or gas servicing.

⁷ A 'service failure' is a category of maladministration in the Housing Ombudsman Scheme. Where the term 'maladministration' is used in this report it includes findings of 'service failure' and 'severe maladministration' unless these are separately identified.

Maladministration findings by category



All findings by category



Landlords

The table below shows the nine landlords with two or more maladministration⁸ findings for the issues covered by this report between April 2019 and September 2020.

| Landlord | Maladmin. Findings | All findings | Maladmin. % | Number of homes (approx.) | Per 10,000 homes |
|--------------------------------------|--------------------|--------------|-------------|---------------------------|------------------|
| Hammersmith and Fulham Council | 3 | 5 | 60% | 17,000 | 1.76 |
| Southern Housing Group Limited | 4 | 8 | 50% | 29,000 | 1.38 |
| Orbit Group Limited | 4 | 5 | 80% | 42,000 | 0.95 |
| Camden Council | 3 | 6 | 50% | 32,000 | 0.94 |
| Birmingham City Council | 6 | 8 | 75% | 66,000 | 0.91 |
| Southwark Council | 5 | 9 | 56% | 55,000 | 0.91 |
| Clarion Housing Association Limited | 7 | 14 | 50% | 120,000 | 0.58 |
| Together Housing Association Limited | 2 | 3 | 67% | 38,000 | 0.53 |
| Notting Hill Genesis | 2 | 8 | 25% | 61,000 | 0.33 |

These nine landlords accounted for 31 per cent (66) of the complaints we investigated and 54 per cent (36) of our maladministration findings. The ranking in the table shows the number of maladministration findings per 10,000 homes and does not necessarily reflect the extent or severity of the maladministration identified in individual cases.

These findings concern the landlord's response to the problem reported by the resident and do not include findings concerning the landlord's complaint handling, which is considered separately in Chapter 4 of this report.

Which Ombudsman?

Some residents' heating and hot water is supplied by a 'heat network' (see Chapter 2) or via a service agreement with the landlord. If the contract with the heat provider is held by a social landlord, then the resident can complain to the landlord and then to the Housing Ombudsman.

If, on the other hand, the resident has their own contract with the provider, they can complain directly to the heat provider. Residents whose heat networks are registered with the Heat Trust, or have independently joined the Energy Ombudsman, can refer their complaint to the Energy Ombudsman⁹ if they are unhappy with how their provider has managed the complaint.

⁸ 'Maladministration' includes findings of 'severe maladministration' and 'service failure'.

⁹ For details of the Energy Ombudsman go to: www.ombudsman-services.org/sectors/energy

If the heating is supplied as part of a service charge, the resident may also be able to take action to challenge the reasonableness of the charge via the First Tier Tribunal (property chamber).

Landlords should make sure that residents know how and where to complain – particularly when moving properties or changing providers.

The Government plans to legislate for the regulation of heat networks to protect consumers¹⁰ and is also looking to strengthen and clarify complaint-handling¹¹. The Housing Ombudsman is working with the Energy Ombudsman to explain our jurisdictions and ensure that residents receive clear information and are signposted to the right Ombudsman if they wish to complain.

¹⁰ *'Powering Our Net Zero Future'*, Energy White Paper, December 2020.

¹¹ *'Heat networks: Building a market framework'*, DBEIS consultation document February 2020.

Chapter 1: Heating and hot water

A warm home and hot water are basic needs for any household – whatever their housing tenure. A lack of heating or hot water does not just cause discomfort, but can be a risk to health and well-being – particularly in the social housing sector, which houses a greater proportion of vulnerable households.

We found maladministration (including severe maladministration or service failure) in 55 (30 per cent) of the 182 complaints that we investigated about heating and hot water supplies¹².

A further 30 per cent of our investigations found that, although there had been a failure by the landlord, it had put this right through its complaints procedure by making the resident an appropriate offer of redress.

There were common and recurring themes in the complaints we investigated. A particular concern is the promptness of landlords' actions, given the significant impact of problems during the colder winter months – or the circumstances of the household, such as their health, vulnerabilities or having young children. For instance, we detail one investigation (case 1, below) where a household of two people were without heating and hot water for over eight months.

Other issues include:

- failures to keep appointments and keep residents updated – often aggravated by poor record-keeping
- a failure to put things 'right first time' caused by operatives attending without the right tools, parts or skills to carry out repairs.

A theme emerging from our review are problems with 'heat networks' – an expanding form of provision across the country which is considered in the next chapter.

Landlords need to take prompt action and consider the household's needs. During the Covid-19 pandemic this should include a risk assessment, taking account of Government guidance, with regard to how and when visits and repairs can safely be carried out.

Where a problem with the heating or hot water cannot be resolved quickly, they should ensure that residents have access to temporary heating and provide a clear timescale for repairs.

Clear information at the start of a tenancy or lease can avoid problems later. Landlords should take time to explain how to set the thermostat and how to use the system

¹² These were complaints that did not primarily concern gas safety, which is covered in the following chapter.

efficiently and avoid condensation. This is particularly important for older and vulnerable residents who may not be familiar with modern thermostats and controls. This will also help residents to minimise unnecessary costs.

1: No heating or hot water for eight months – severe maladministration

Ms L's home had a ground-source heating system for many years, but it stopped working in 2019.

The landlord recorded the fault in February, leaving heaters with Ms L and her son, as they estimated the property would be without heating for four to six weeks. The landlord's repairs log showed a further eight references to the system not working and there being no heating and hot water over the following months. Ms L and her son took out gym membership so they could shower during this period.

A new heating system was installed in September but broke down the following week. The repair log records a total loss of power in the property. There was also a leak coming through the living room light and water damage to tiling following the installation. A loss of heating and hot water was again recorded in November, as well as problems with a shower.

Ms L made a formal complaint to the landlord and, whilst it offered £200 in compensation, it rejected her claims for other costs incurred, including loss of earnings. Ms L did not accept this offer and brought her complaint to the Ombudsman after she received no further correspondence from the landlord.

Outcome

We found severe maladministration for the landlord's poor response to the repairs to the heating and hot water system, and maladministration in its complaint handling.

We found that the landlord's complaint responses were often defensive and questioned Ms L's motivation for claiming compensation. The landlord failed to comply with its own policies or with the Ombudsman's dispute resolution principles of being fair, putting things right and learning from complaints.

We ordered the landlord to pay £1,460 compensation to Ms L for the lack of heating and hot water and for poor complaint handling. We also ordered it to consider compensating Ms L for her actual losses, subject to her providing evidence, such as the cost of gym membership so that she and her son could shower elsewhere, and loss of earnings when taking time off work.

Finally, we ordered the landlord to consider and respond to Ms L's request for painting and cosmetic repairs to address damage caused during the installation of the new heating system and a leak from the shower.

We recommended that the landlord should train its staff in complaint handling and how to apply the Ombudsman's dispute resolution principles.

2: Lack of consultation with vulnerable residents about new heating system

Ms D is the tenant of a self-contained flat in a retirement scheme. All the flats are served by on-site communal boilers.

In 2018 the landlord upgraded the boilers. This meant that the residents had no means of controlling the heating in their individual flats, other than by adjusting their radiators.

Ms D and other residents complained that they had not been made aware of the changes and their flats were no longer warm enough, especially when the heating was off at night. This particularly affected Ms D who has respiratory problems, while many other tenants had mobility problems and health conditions which made them more susceptible to any fall in temperature. The scheme manager also noted problems with the new system.

The landlord checked the temperatures of individual flats and told residents that they were satisfactory and complied with the advice of a national charity. It said that residents could buy extra heaters if they felt cold. The landlord explained that the new system was more energy efficient as it avoided the heating being left on indefinitely, which was previously possible.

Outcome

We found a service failure by the landlord (a category of maladministration) because, although it was entitled to upgrade the heating system, there was a lack of consultation and communication before the changes or during installation. Consultation was particularly necessary given the age and health conditions of the residents.

The landlord did not meet its obligations under the tenancy agreement, such as the resident's right to be consulted and right to information, or the requirements of the Regulator of Social Housing's 'Tenant Involvement and Empowerment Standard'.

We ordered the landlord to apologise to Ms D, pay her £100 compensation, carry out a further temperature check and ensure that she was aware of the options open to her should she require additional heating.

3: Elderly tenant without heating and hot water

Mr F, an 89-year-old tenant, told the landlord that his boiler had broken down and he had no hot water or heating. A contractor visited the next day and repaired and reset the boiler and thermostat.

A week later the boiler broke down again – the landlord could later find no record of what, if any, action it took at the time. A week later the landlord delivered two fan heaters to Mr F. It was a further four weeks before the boiler was fully repaired – during this time the landlord’s contractor failed to keep at least two appointments and was not able to repair the boiler on another visit as the wrong parts had been ordered.

Mr F’s niece complained on his behalf and asked what the landlord was doing to ensure it provided a good service to vulnerable tenants. She explained that for five weeks Mr F had no hot water and was unable to take a shower or wash properly. In addition, because appointments were booked for any time between 8am and 5pm, Mr F was forced to wait for engineers in a cold property for the whole day and had missed medical appointments and religious celebrations.

The landlord acknowledged the missed appointments and poor communication. It apologised and offered £214 compensation for the loss of heating and hot water, the cost of running the fan heaters, and the distress and inconvenience caused.

Outcome

We found maladministration by the landlord in its response to Mr F’s reports of faults with the boiler.

Although it apologised and offered compensation, the landlord did not acknowledge the extent of its failures and the distress and inconvenience caused to Mr F, in view of his vulnerability and the length of time without hot water or adequate heating. The compensation offered was not proportionate nor in accordance with its policy.

There was also no evidence of the landlord considering whether the boiler should be replaced until the Ombudsman’s intervention, despite repeated requests from Mr F.

We ordered the landlord to apologise to Mr F and pay him £600 compensation (including the £214 previously offered) for its failures in handling the repairs.

We ordered the landlord to ensure that staff were aware of its compensation policy and the Ombudsman’s compensation guidance, and the importance of taking account of a resident’s vulnerability when responding to repair requests and to formal complaints.

We also ordered the landlord to provide Mr F with a date for the boiler replacement and other works to the heating system.

Finally, we recommended that the landlord improve its record-keeping by ensuring that its repairs staff and contractors kept detailed records of the results of inspections and repair appointments.

Recommendations

- Landlords must act promptly, particularly where issues are having a significant impact on residents.
- Landlords should be particularly aware of the needs of vulnerable residents and respond accordingly.
- Landlords should ensure that operatives who visit have sufficient skills, tools and parts to undertake the work required.
- Landlords should have access to and offer residents temporary practical help during a period without heating or hot water – such as electric heaters and bottled water if the water supply is interrupted.
- Landlords should review any missed appointments or poor repair work and consider how performance can be improved in future.
- When landlords or contractors do not keep appointments, they should consider providing appropriate compensation.
- Landlords should ensure that any contracts with providers or maintenance companies are robust. They should consider including break clauses and penalties in contracts.
- Landlords should monitor the performance of providers and maintenance companies and take action to enforce the terms of the contract if necessary.
- Landlords should consider including a key performance indicator of customer satisfaction with repairs when evaluating contractors' performance and when procuring contracts.
- At the start of the tenancy or lease, landlords should provide clear information about how to operate the heating and hot water system, set the thermostat and use the system efficiently. This should include how to minimise unnecessary heating costs and how to avoid condensation.
- Landlords should ensure that their record-keeping is robust and they retain and have access to all tenancy agreements and leases.
- Landlords should provide information on the support available, particularly for vulnerable residents. This should include the landlord's own welfare advice or other support service, and external support – such as the Citizens Advice Extra Help Unit.

Chapter 2: Heat networks

Almost 90 percent of homes in England currently use fossil fuels for heating, cooking and hot water. Changing the way we heat our homes and water is one of the most significant challenges in achieving the Government's target of a 68 per cent reduction in greenhouse gas emissions by 2030 and net-zero emissions by 2050.

In its recent Energy White Paper¹³ the Government set an expectation that, by the mid-2030s, all new heating systems should be low-carbon or have appliances that can be converted to a clean fuel supply. New homes will need to be future-proofed with low carbon heating - but existing homes will also need to be converted if emissions targets are to be achieved.

'Heat networks' or district heating - together with electric heat pumps, hydrogen and green gas – are a potential source of low-carbon heating and form part of the Government's plans to reduce emissions which are set out in the White Paper and supported by funding¹⁴.

A growing number of homes, but still a small proportion, are connected to heat networks which use insulated pipes to distribute heat from a central source to a number of properties in the area.

Heat networks can benefit residents by reducing heating costs, freeing up space in their homes, and limiting the need for inspections and repairs. However, our casework shows that residents can also face problems, including:

- poor information prior to letting
- inability for residents to switch providers or disconnect from the network
- unclear billing and a lack of information around pricing and standing charges
- poor communication, record-keeping and customer service
- weak and long-term contractual arrangements and ineffective contract management – leaving landlords unable to effectively resolve problems with providers
- a lack of clarity over who regulates the provider and who deals with complaints.

When compiling this report we consulted several social landlords who have experience of heat networks, together with representatives from the Energy Ombudsman¹⁵. Their advice was valuable in confirming and developing our understanding of the challenges faced by both residents and landlords in the social housing sector¹⁶.

¹³ 'Powering Our Net Zero Future', Energy White Paper, December 2020.

¹⁴ Funding via the 'Heat Network Transformation Programme and a new 'Green Heat Network Fund'.

¹⁵ 'Ombudsman Services' acts as the Energy Ombudsman - to independently handle disputes between consumers and energy suppliers.

¹⁶ For details of those involved see 'Acknowledgements' earlier in this report.

Ten of the complaints we investigated concerned heat networks and we found maladministration in six – 60 per cent of the total. In one further case we found that, although there had been a failure by the landlord, it had put this right through its complaints procedure with an appropriate offer of redress.

Eighty per cent of these complaints were made to local authorities and seven (all but one) of these were to London boroughs – where use of heat networks is more common.

It is important that landlords provide clear information about the heating arrangements before the start of the tenancy or lease. This was highlighted by the landlords we consulted and our own casework. Residents should know their rights and obligations, the costs of the service and how charges are calculated, and how to make a complaint.

We are concerned that in a number of cases where the resident experienced outages, the contractual arrangements between the landlord and provider were not sufficiently robust, leaving the landlord in a weak position to resolve issues with the provider and residents with an unreliable supply.

The landlords we consulted highlighted the importance of clear and enforceable contractual arrangements. Landlords should ensure that their contracts with providers and maintenance companies are robust and focused on delivering a good service to residents. They should consider including break clauses and penalties in contracts. Landlords should monitor performance and take action to enforce the terms of the contract if necessary.

This is particularly important as breakdowns in a heat network affect many residents simultaneously – and these may often be vulnerable people. In one case (case 5, below) we found maladministration for the landlord's failure to tackle problems with its long-term contractor, including a recurring shortage of wood pellets to fuel the system. This led to repeated problems for many elderly and disabled residents. There were no penalty clauses in the 20-year contract and no evidence of contract monitoring meetings taking place.

Landlords should have contingency plans in place for interruptions in supply. For example, access to sufficient temporary heaters if many residents are affected at the same time. One landlord that we consulted has a contingency plan for residents to use local leisure centres for showers if necessary.

Social landlords that run their own heat networks take on the role of energy suppliers, with the responsibilities this entails, including pricing and billing. Landlords should follow best practice set out by regulators¹⁷ and others, particularly with regard to vulnerable residents¹⁸.

¹⁷ Ofgem is the Government's regulator for gas and electricity markets. It has been proposed that Ofgem should directly regulate heat networks.

¹⁸ Energy UK, the trade association for the energy industry, set up a 'Commission for Customers in Vulnerable Circumstances' which reported in 2019 with a range of recommendations to improve services for vulnerable customers.

The challenges for social landlords of operating ageing heat networks and the impact on residents is apparent in a number of investigations conducted by the Housing Ombudsman. Where the landlord is the supplier, it is critical they have a clear plan for maintenance and this information is available to residents. They should also have robust long-term investment strategies that provide for the maintenance and potentially the replacement of the system. These principles will be important if the use of heat networks by social landlords increases.

The landlords that we consulted also highlighted the vital importance of record keeping and audit trails in this area. Problems may arise many years after a heat network is installed and so landlords need to retain and have access to all relevant documentation.

Heat networks and leaseholders

Half of the heat network complaints we investigated (five cases) were from leaseholders – far higher than the 20 per cent of complaints from leaseholders that we investigate across all issues. These were all leaseholders of local authorities. We found maladministration (including service failure) in two of these cases.

We found that leases and landlords' policies often require leaseholders to get consent before carrying out any improvements to their property, including disconnecting from communal heating systems and installing individual boilers. Where this is the case, landlords should exercise their discretion fairly and give clear reasons if permission is refused.

In one case that we investigated (case 6, below), the landlord refused to allow a leaseholder to disconnect from a heat network because this would make the system less efficient and more expensive for the other residents. We found that there was no maladministration because the landlord followed its policy and explained its reasons fully.

Leaseholders may be required to contribute to maintenance costs – which can be substantial. The landlords that we consulted explained that this can, unsurprisingly, give rise to many queries from leaseholders about costs and proposed works, which can lead to delays to works affecting all residents. It is therefore important that landlords are able to provide clear and timely information to leaseholders.

Leases and any ancillary agreements should clearly explain the responsibilities and obligations of all parties. This should include the responsibility of the leaseholder, should they sublet the property, to inform their sub-tenants about the arrangements for the provision of heating and hot water.

4: Numerous interruptions to supply from heat network

Mr N, a local authority leaseholder, received his heating and hot water from a district heating system maintained by the landlord.

Following 18 interruptions to the supply over a 17-month period, a leasehold tribunal found that the landlord had breached its repairing obligations and ordered it to carry out works to the system and pay Mr N £650 compensation.

Mr N continued to experience interruptions to the supply and reported a further 19 outages over a 12-month period. He concluded that the landlord had not repaired the heating system, as instructed by the tribunal, and made a formal complaint.

In its response to the complaint, the landlord said it had records of 24 outages over the previous 19 months, but as none of these was longer than 24 hours it would not be providing compensation as it had responded within a reasonable timescale. It planned a number of works to improve the system, but would not replace the communal boiler due to the scope of such works and the disruption it would cause to residents.

Outcome

We found maladministration by the landlord because it failed to keep the system in repair which caused an unacceptably high number of outages. There were delays to works and the landlord's repair records were not sufficiently detailed.

Although the outages may have not lasted long, their regularity would have been frustrating and inconvenient for Mr N, especially as there was no improvement following the tribunal's earlier decision. The landlord's decision not to provide compensation was therefore unfair.

We ordered the landlord to pay Mr N £375 compensation and to set out the actions it planned to take to ensure a reliable supply of heating and hot water.

The landlord asked for a review of our decision. It accepted that the system needed major improvements, but said that renewing the system would be a monumental task which would require the decanting of 154 families. The costs would be extremely high – forcing many leaseholders to have to sell their properties. It wished to repair and improve the present system, rather than replace it.

Our decision was upheld on review. We explained that we had not ordered the landlord to renew the heating system, but to set out the remedial actions it planned to take.

5: Failures in communal boiler at scheme for vulnerable residents

Ms E is a tenant in a housing scheme with 39 flats. The scheme has a communal biomass boiler and the landlord has a 20-year agreement with a contractor for its installation and maintenance.

Ms E and around 20 other residents complained about several boiler failures which took up to three days to rectify. Many elderly and vulnerable residents were affected – particularly in the winter months. The landlord provided temporary electric heaters, but residents found these inadequate. The residents asked for the system to be improved or changed to gas central heating, and for an apology and compensation.

The landlord apologised for the times the boiler was out of action, which had been due to fuel not always being available at short notice. The landlord's compensation policy allowed for a maximum of £5 per day after 24 hours without heating or hot water. It said that its records showed a number of incidents but none where the system was down for more than 24 hours – but it offered Ms E a discretionary payment of £50 to resolve her complaint.

The landlord said that, prior to installation, an assessment found that biomass heating was the best option available. It was not able to carry out a further assessment of the suitability of the system as requested by residents. This was because it had a long-term agreement with the contractor for the installation and maintenance of the system. The contract did not have penalty clauses.

Ms E remained unhappy and contacted the Ombudsman. She disputed the number and duration of boiler failures and said there had recently been further breakdowns. She felt the compensation offer was inadequate, given the problems residents had experienced and the time spent pursuing her complaint.

We asked the landlord for further information. The landlord then reviewed its records and identified a total of 24 days of breakdowns for which residents should be compensated over the previous two winters – totalling £120 per resident. It offered Ms E an additional £200 compensation for its service failures and the impact on her – a total of £320. It also acknowledged that it had not always replied to Ms E's correspondence or addressed all aspects of her complaint, for which it apologised.

Following the landlord's response to the complaint there was a further breakdown because the fuel supply – wood pellets – ran out before the resupply delivery date. The scheme was later transferred to a different social landlord which employed a consultant to investigate the breakdowns. This found that in addition to the fuel delivery problems, the system did not have the capacity to cope with peak demand. The new landlord agreed to either increase the capacity of the system or provide an alternative form of heating.

Outcome

We found maladministration by the landlord for its response to the boiler breakdowns and its handling of Ms E's complaint.

The winter breakdowns caused distress and discomfort to residents, many of whom were elderly or disabled. There was little evidence of the landlord raising the problem with the long-term contractor and no performance monitoring meetings took place.

There was also poor communication and poor record-keeping by the landlord and excessive delays in its complaint-handling – together with a lack of clarity about how the complaint was being handled. It took 18 months for the landlord to take the complaint through the two stages of its complaints procedure and it then failed to signpost her to the Ombudsman. Although the landlord did acknowledge some delays in responding to the complaint, it failed to offer any redress for this. There was also no indication that it had learnt from the complaint.

The compensation offer was inadequate in the circumstances. We ordered the landlord to pay £1,000 compensation to Ms E (including the £320 previously offered) for the distress and inconvenience caused by the boiler breakdowns and her time and trouble in pursuing the complaint.

We also recommended that the landlord paid £750 compensation to each of the other residents affected by the boiler breakdowns.

We recommended that the new landlord should draw up an action plan for resolving the boiler breakdowns and share this with residents.

6: Request for individual boiler instead of district heating

Mr C is the leaseholder of a council flat which he sub-lets. The flat is served by a district heating system owned and managed by the landlord.

In 2016 the landlord carried out major works to the heating system and Mr C paid a proportion of the costs through his annual service charge.

In 2018 Mr C complained that the supply of heating and hot water was unreliable, despite the costly improvement works. He asked the landlord to investigate the problem, refund his service charge for the major works and install an individual boiler in his flat.

In its response to the complaint the landlord acknowledged that the district heating system was reaching the end of its useful life and failed on occasions, causing distress to residents. However, there had only been three reports of a loss of hot water over the past six months, which it considered to be acceptable, and these had been dealt with promptly. It found no inherent 'fault' with the system and so did not uphold the complaint.

The landlord was unable to provide a copy of the lease for the Ombudsman's investigation. It explained that leases were archived and took time to retrieve and it believed that the content of the lease would not affect its decision.

Outcome

We found no maladministration in the landlord's handling of Mr C's complaint. It had responded reasonably by reviewing its repair records and establishing that there was no inherent fault in the district heating system. It explained how the system worked and why it was not economically feasible to replace it with individual boilers.

We explained that we would, in any case, be unable to order a landlord to refund or reduce service charges for major works; the First Tier Tribunal (Property Chamber) would be the appropriate body to consider this.

We made an additional finding of 'service failure' in respect of the landlord's record-keeping, as it was unable to retrieve a copy of the lease within a reasonable timeframe and so had not been able to consider Mr C's specific lease.

We ordered the landlord to retrieve a copy of the lease (a copy was later provided and its content did not affect the outcome of the complaint). We also recommended that the landlord should review its information management procedures to ensure that individual leases and tenancy agreements are retained and always considered when they could be relevant to complaints.

Recommendations

- Landlords must provide clear information about the heating arrangements before the start of the tenancy or lease and again if these change. Residents should know their rights and obligations and the cost of the heating service.
- Landlords should ensure that timely and clear heating bills are provided.
- Residents should be given clear information about whether they can disconnect from a heat network and change provider. If the landlord's consent is required, it should exercise its discretion fairly and give clear reasons if permission is refused.
- Landlords should have contingency plans in place for interruptions in supply. For example, access to sufficient temporary heaters.
- Where the landlord is the supplier, it is critical they have a clear plan for maintenance and this information is available to residents.
- Landlords should have robust long-term investment strategies that provide for the maintenance and potentially the replacement of the system.
- Landlords should ensure that contracts with providers and maintenance companies are robust. They should consider including break clauses and penalties in contracts.
- Landlords should monitor the performance of providers and maintenance companies and take action to enforce the terms of the contract if necessary.
- Landlords should ensure that residents know how to complain and are signposted to the appropriate Ombudsman.
- Landlords should keep abreast of evolving policy regarding heat networks, including consumer rights, and ensure they meet best practice.

Chapter 3: Gas safety

Gas safety is vital for residents and their neighbours. If gas appliances, such as boilers, are not properly installed and maintained there is a danger of fire, explosion or carbon monoxide (CO) poisoning.

For tenanted properties, landlords have a legal duty to keep gas pipes, flues, boilers and other appliances in a safe condition. They also have a duty to carry out an annual gas safety check on each appliance and flue and to give the tenant a copy of the safety certificate. Leaseholders are responsible for the safety of their own properties.

If there appears to be a serious risk to a tenant because a landlord has not complied with its gas safety obligations, the Regulator of Social Housing may investigate and issue a regulatory notice. In other cases, tenants' complaints are dealt with by the Housing Ombudsman.

We found maladministration in 11 (38 per cent) of the 29 gas safety investigations we carried out between April 2019 and September 2020. The most common causes of complaints were:

- unsafe boilers or heaters disconnected with no clear explanation or timescale for repair
- poor communication when arranging the annual gas safety check and missed appointments
- poor record-keeping, including inaccurate or unclear safety certificates.

The Energy White Paper included a plan to reduce carbon emissions through ending the use of gas boilers to heat our homes and by better insulation. This means that gas servicing may become unnecessary and be replaced by electrical safety checks. But, in the meantime, landlords need to remain focused on ensuring the safety of residents and their homes.

It is important that landlords give tenants clear information at the start of the letting about who to contact in an emergency, such as a gas leak, and how to turn off the supply. They should explain the importance of providing access for the annual gas safety check, which is a legal requirement and for the tenant's own safety.

Landlords must provide new tenants with a copy of the gas safety certificate before they move in. They should also explain how the boiler controls work and what adjustments tenants should or should not make. This is particularly important for vulnerable tenants.

Landlords should give sufficient notice of the annual gas safety inspection and offer an appointment at a convenient time. They must provide a copy of the safety certificate within 28 days of each yearly check. We recognise that occasionally residents do not co-operate in providing access – in these cases landlords should be able to show that they have made a reasonable effort to arrange access before considering further action.

Safety inspections must be carried out by registered Gas Safe engineers. Landlords should ensure that engineers are registered and carry Gas Safe ID cards when they visit.

It is good practice for landlords to schedule annual appointments well before the due dates. Inspections can be carried out in the two months before the due date (ie within ten months) while retaining the existing expiry date. This avoids the potential of missing the renewal date because they have been unable to gain access in time.

During the Covid-19 pandemic landlords should take account of the household's circumstances and Government guidance about how and when safety checks and other visits should be made.

If a boiler or appliance is thought to be unsafe the engineer must ensure that it is not used until it is repaired – usually by disconnecting the appliance or turning off the supply. It is vital that the tenant is given clear information about why this action has been taken, how and when a repair or replacement will take place and what they should do in the meantime – taking account of the circumstances of the household. For example, it may be necessary for a landlord to provide temporary heaters.

Poor record-keeping was a factor in many of the complaints we investigated. It is vital that landlords retain copies of safety certificates and an audit trail of any gas repairs. They should also retain any relevant correspondence with tenants, particularly concerning access or disconnections. In one case the landlord could not provide the Housing Ombudsman with many of the documents and records we requested. In other cases, records were missing or safety certificates were illegible and unsigned.

Missed appointments and poor communication were also drivers for complaints. It is important that contractors keep appointments once they are scheduled. In one case (case 9, below) a contractor missed at least three appointments and yet the landlord applied for a court injunction to gain access. Although the landlord later offered compensation, this was not proportionate to the distress and inconvenience caused to the resident.

Gas safety and leaseholders

Leaseholders are responsible for gas safety in their own properties. This creates a potential risk – particularly where a leaseholder sub-lets their property. All tenanted flats in a block may be safe, but a leasehold property may not have been inspected and could be unsafe – presenting a risk to the rest of the block. Some social landlords have made it a requirement of the lease that an annual inspection occurs and a copy of the safety certificate is provided to the landlord. We would consider this to be good practice.

7: Gas capping complaint resolved through mediation

Mr S, a housing association tenant, complained about the landlord's decision to cap his gas supply following unsuccessful attempts to carry out an annual gas safety inspection.

The landlord said that it had followed its procedures prior to capping the supply and explained the serious consequences of a landlord not having a current gas certificate for a property. The procedure enabled it to cap a gas supply as a last resort to meet its obligation of ensuring properties were safe.

After contacting the Ombudsman, Mr S and the landlord agreed to take part in our mediation process, where we work with residents and landlords to try to agree negotiated solutions within a time limited procedure. Mr S asked the landlord to:

- pay him compensation of £1,000 for the distress he experienced
- apologise for not leaving a card advising that his gas supply had been capped
- implement a policy to ensure that vulnerable tenants were flagged on its system
- assure him that similar issues could not happen again.

The landlord responded to Mr S, saying that:

- it apologised for the inconvenience caused to him
- it could not prove that a card was left when the gas was capped and it apologised for the subsequent inconvenience and upset
- Mr S's personal circumstances were not recorded on its systems. Had the gas team been aware of Mr S's disability the gas supply would not have been capped
- it had now correctly updated its records and assured Mr S that the situation would not happen again
- it offered compensation of £200.

After contact from our service, Mr S accepted the landlord's offer of £200 compensation and an apology as resolution of the complaint. This was within a month of Mr S first contacting us about his complaint.

Outcome

The Housing Ombudsman Scheme allows the Ombudsman to provide assistance to enable the parties to resolve a dispute. It also allows the Ombudsman to determine a complaint if the landlord makes redress to the complainant which, in the Ombudsman's opinion, resolves the complaint satisfactorily.

In this case we found that, following our intervention, the landlord's actions and offers of redress resolved the complaint satisfactorily.

8: Refusal to provide access for gas servicing and works

Mr and Mrs B are housing association tenants. During the annual gas safety inspection in 2016, the landlord's gas inspector found that the boiler and a gas fire were unsafe. The inspector turned off these appliances and attached warning labels. The landlord then wrote to the tenants explaining that both the boiler and fire would need to be replaced.

The landlord made several attempts to replace the boiler during the following weeks, but the tenants would not provide access as they considered the inspector to have been 'incompetent' and accused him of damaging the boiler. As it was winter, the landlord offered Mr and Mrs B temporary heaters and gave them details of advice organisations they could contact to discuss the heating system.

The landlord made further appointments to install a new boiler throughout the following year, but the tenants continued to refuse to provide access. They also refused access for the annual gas safety check in 2017, and so the landlord capped the gas supply to the property. The landlord then made enquiries with Adult Social Care due to concerns about Mr and Mrs B's welfare.

The tenants' son complained to the landlord on behalf of his parents about their living conditions, as they had had no heating for over a year. He also raised a number of other repair issues.

The landlord communicated with the tenants' son and gained access to install a new boiler, electric fire and radiators in March 2018.

The tenants' son asked for compensation of £5,270 for the lack of heating, hot water and cooking facilities for 17 months.

In its response to the complaint, the landlord explained that it had made repeated attempts to restore the heating and hot water, but the tenants had refused to provide access. It had confirmed that Social Services did not consider Mr and Mrs B to be a safeguarding concern. However, it offered £250 compensation for a delay in carrying out a survey and some delays in communication.

This offer was rejected by the tenants. The landlord later increased its compensation offer to £1,000; this was also rejected by the tenants.

Outcome

We found that the landlord's initial offer of £250 compensation provided reasonable redress to the complainants for the delay in the survey and in communication. The landlord made many attempts to carry out the works and the primary reason for the delay was Mr and Mrs B's refusal to provide access.

The landlord had chosen to increase this offer to £1,000 in an attempt to rebuild its relationship with the residents. In the Ombudsman's view this increased offer was unnecessary, but had been made at the landlord's discretion.

9: Poor communication led to landlord's inappropriate injunction application

Ms M, an assured tenant, complained about the handling of the annual gas safety inspection.

Ms M made herself available for the inspection on five separate days within a month. The landlord's contractor admitted that it missed three appointments and was not able to prove that its engineer visited on another occasion. A breakdown in communication with its contractor then led the landlord to apply for an injunction to gain access. It told Ms M she would have to attend court.

The landlord later apologised and withdrew its injunction application. The contractor acknowledged its poor service and offered Ms M £45 as compensation.

Outcome

We found maladministration by the landlord. We considered that £45 was not proportionate compensation for the stress and inconvenience caused to Ms M, who was subject to an injunction application, despite trying to provide access to the property.

We also found maladministration for poor complaint handling. The landlord did not follow its own procedure. It failed to escalate the complaint and then opened new complaints rather than explaining that Ms M could request a review.

We ordered the landlord to pay £255 compensation for its poor handling of the gas safety inspections (in addition to the £45 previously offered) and £250 for the stress and inconvenience caused by its poor complaint handling.

Recommendations

- At the start of the tenancy or lease, landlords should provide clear information about gas safety, what to do in an emergency and the importance of providing access for inspections. They must also provide a gas safety certificate to the new resident.
- Landlords should give sufficient notice of the annual gas safety inspection and offer an appointment at a convenient time. They must provide a copy of the safety certificate within 28 days of each yearly check.
- Landlords should ensure that engineers are registered and carry Gas Safe ID cards when they visit.
- Landlords should closely monitor contractors' performance, including any missed appointments. It is vital that appointments are kept or rescheduled as early as possible.
- Landlords should prioritise customer care and good communication with residents. Legal action or injunctions to gain access should only be used when essential as a last resort.
- Landlords should ensure that their record-keeping is robust. They should retain safety certificates, which must be legible and signed. There should be an audit-trail of all gas inspections, repairs and communications with the resident.
- If a boiler or other appliance is unsafe and has to be disconnected, the landlord should provide a clear explanation, a timescale for repair, and alternative arrangements for heating and hot water if necessary.

Chapter 4: Complaint handling

A resident who makes a formal complaint is already unhappy with the service they have received – to then have their complaint mismanaged simply increases their dissatisfaction. It is a concern that poor complaint handling was evident in many of the cases we investigated – a weakness also found in our previous thematic reports.¹⁹

We found maladministration (including service failure) in 60 per cent (37) of the 61 cases where complaint handling was investigated. Complaint handling was often poor, even in cases where the heating/hot water issue had been dealt with appropriately.

The most common problems faced by residents were:

- delays in receiving complaint responses
- complaints not being progressed from one stage of the complaints procedure to the next
- poor communication or record-keeping
- landlords not following their own complaint procedures.

In 2020 we produced a [Complaint Handling Code](#) which sets standards and provides guidance that landlords are expected to follow. We also produced an example of a complaint response letter which highlights the information that should be included when responding to a complaint. The Code aims to improve the standard of complaint handling across the sector and enable more disputes to be resolved, fairly, at an earlier stage. Landlords are expected to follow the Code or explain their reasons for any departure from the Code.

The complaints process should be an opportunity to put things right. Landlords need to listen to residents' concerns and respond in an open and constructive manner.

Complaint-handlers need to have good relationships with staff in other service areas, such as repairs, to be able to gather information and respond to complaints in a timely manner. It is also essential that landlords learn from complaints and use them to improve future service provision.

¹⁹ 'Spotlight on complaints about repairs', March 2019; and 'Spotlight on leasehold, shared ownership and new builds: complexity and complaint handling', September 2020.

10: Poor complaint handling and insufficient redress

Ms T is a housing association tenant. She and her family were without heating and hot water, intermittently, for around nine weeks in winter. The exact period was not clear from the landlord's records.

The landlord's contractor made at least eight visits before a new boiler was installed and the problems were resolved. The landlord provided six temporary heaters, but only three could be used before the electrical fuses were overloaded.

Ms T complained to the landlord about the ineffective visits, the time taken to restore a reliable supply and the cost of running the electric heaters.

The landlord offered £250 compensation for the distress and inconvenience caused, but did not explain how this was calculated.

Outcome

We found maladministration in the landlord's handling of the complaint.

The landlord did not follow its compensation and complaints procedures and relied on incomplete repair records. The compensation offer was not based on the actual duration of the problems and additional heating costs. Nor did the landlord consider other types of compensation allowed by its policy, including 'loss of heating and hot water during the winter months' at £4 per day.

There were also delays in complaint responses which required many interventions by the Ombudsman before the landlord explained its position. There was no evidence of the landlord informing Ms T that she could take her complaint to the Ombudsman.

We ordered the landlord to pay Ms T £400 compensation, in addition to the £250 previously offered. This was calculated in line with the Ombudsman's 'Guidance on remedies'.²⁰

We also recommended that the landlord should review its complaints policy and procedure to ensure that complaints could be escalated appropriately through its procedure and, if necessary, to the Ombudsman.

²⁰ <https://www.housing-ombudsman.org.uk/wp-content/uploads/2020/11/Remedies-Guidance.pdf>

Recommendations

- Landlords should provide clear information to residents on how to raise a complaint if they are not happy with the service provided. The complaints policy and procedure should be in line with the Complaint Handling Code.
- Landlords must provide clear, comprehensive responses at each stage and adhere to the timescales set out in their policy, which should be in accordance with the Complaint Handling Code. The Ombudsman has also produced an example of a complaint response letter which highlights the information that should be included when responding to a complaint.
- Landlords should contact the resident at an early stage to clarify the complaint and the outcome sought, and keep the resident regularly updated.
- Landlords should closely monitor contractors' performance, including any missed appointments. It is vital that appointments are kept or rescheduled as early as possible.
- Landlords should have systems for reviewing complaints, capturing learning and sharing learning between teams and with contractors. They should also share learning with the complainant and with residents more widely.

Chapter 5: Energy efficiency and innovation

Social landlords have a key role to play in reducing carbon emissions by improving the energy efficiency of their stock. They can also help residents to heat their homes and hot water more efficiently, reducing energy loss.

Homes contribute around a fifth of all greenhouse gas emissions in the UK, largely from the oil and gas used for heating and hot water. Around ten per cent of these emissions come from the social housing sector. In response, almost three quarters of housing associations are already drawing up plans to make their homes net zero by 2050, according to a survey from the National Housing Federation²¹.

The recent Energy White Paper²² recognises that technology, such as smart meters and a range of smart appliances, backed by new smart tariffs, can increase residents' control of how they use energy and manage their bills.

Ensuring homes are energy efficient makes financial sense, as well as supporting the health and wellbeing of residents. Energy efficiency measures help residents to reduce consumption and avoid problems such as condensation.

Our casework and wider sector engagement work shows the steps social landlords are taking to improve energy efficiency. Current initiatives include the growing use of heat networks (see Chapter 2). We have also seen examples of landlords using innovative technology to control energy use, improve safety and reduce fuel costs for residents. For example:

- smart thermostats, connected to the internet, that enable landlords to monitor energy use and maximise efficiency
- devices that use sensors to monitor temperature, light, motion, humidity and air pressure. This data is used to optimise heating settings remotely
- remote early warning systems for common problems, such as mould, poor insulation or a failing boiler
- videos on landlords' websites showing residents how to carry out basic checks if their heating or hot water are not working.

The Covid-19 pandemic has meant that landlords have often had to work remotely and not visit homes except in emergencies. Residents have also been understandably nervous about allowing people into their homes. This has led to an increased use of

²¹ 'Where are housing associations on the path to net zero? A survey of housing associations in England'. National Housing Federation, 10 December 2020.

²² 'Powering Our Net Zero Future', Energy White Paper, December 2020.

these innovations, as well as other uses of technology to overcome the obstacles created by the pandemic. These include:

- video calls to residents to discuss and look at the problem – such as the settings on a faulty boiler
- ‘augmented reality video’ that can be used remotely to guide a resident through basic repairs, or show them where a stopcock or supply tap is located.

These technical solutions can enable landlords to diagnose a problem remotely and then decide if a visit is needed, how quickly, and what tools and parts are required. This helps to get jobs completed ‘right first time’, speeds up repairs and cuts down on unnecessary visits and travel costs.

We encourage landlords to network with each other and with suppliers to explore the new technologies and approaches available. They should also consult residents before introducing any major changes and clearly explain how any new devices work.

Landlords should make sure they are aware of the initiatives and grants available to improve the energy efficiency of their stock – including the Green Homes Grant scheme.

Many of the cases we investigate involve residents who are struggling financially – and fuel bills can significantly contribute to this. Landlords have a role to play in supporting residents and making them aware of where to go for help if they are struggling to pay bills or want advice on improving the energy efficiency of their homes. For example, residents on a low income or pension may qualify for a Warm Home Discount²³ from their energy supplier each winter.

Recommendations

- Landlords should keep abreast of developments in Government policy and ensure they have robust energy efficiency plans.
- Landlords should assess the new technologies and innovations that are available and network with social landlords and others to explore these options.
- Landlords should consult and involve residents before introducing new systems.
- Landlords should clearly explain to residents how any new devices or applications work, particularly if the resident is vulnerable.
- Landlords should make sure they are aware of the initiatives and grants available to improve the energy efficiency of their stock.
- Landlords should make residents aware of where to go for help if they are struggling to pay their fuel bills or want advice on improving the energy efficiency of their homes.

²³ The discount is £140 in winter 2020/21 but there are plans in the Energy White Paper to increase this to £150 in future.

Summary of recommendations

Heating and hot water

- Landlords must act promptly, particularly where issues are having a significant impact on residents.
- Landlords should be particularly aware of the needs of vulnerable residents and respond accordingly.
- Landlords should ensure that operatives who visit have sufficient skills, tools and parts to undertake the work required.
- Landlords should have access to and offer residents temporary practical help during a period without heating or hot water – such as electric heaters and bottled water if the water supply is interrupted.
- Landlords should review any missed appointments or poor repair work and consider how performance can be improved in future.
- When landlords or contractors do not keep appointments, they should consider providing appropriate compensation.
- Landlords should ensure that any contracts with providers or maintenance companies are robust. They should consider including break clauses and penalties in contracts.
- Landlords should monitor the performance of providers and maintenance companies and take action to enforce the terms of the contract if necessary.
- Landlords should consider including a key performance indicator of customer satisfaction with repairs when evaluating contractors' performance and when procuring contracts.
- At the start of the tenancy or lease, landlords should provide clear information about how to operate the heating and hot water system, set the thermostat and use the system efficiently. This should include how to minimise unnecessary heating costs and how to avoid condensation.
- Landlords should ensure that their record-keeping is robust, and they retain and have access to all tenancy agreements and leases.
- Landlords should provide information on the support available, particularly for vulnerable residents. This should include the landlord's own welfare advice or other support service, and external support – such as the Citizens Advice Extra Help Unit.

Heat networks

- Landlords must provide clear information about the heating arrangements before the start of the tenancy or lease and again if these change. Residents should know their rights and obligations and the cost of the heating service.

- Landlords should ensure that timely and clear heating bills are provided.
- Residents should be given clear information about whether they can disconnect from a heat network and change provider. If the landlord's consent is required, it should exercise its discretion fairly and give clear reasons if permission is refused.
- Landlords should have contingency plans in place for interruptions in supply. For example, access to sufficient temporary heaters.
- Where the landlord is the supplier, it is critical they have a clear plan for maintenance and this information is available to residents.
- Landlords should have robust long-term investment strategies that provide for the maintenance and potentially the replacement of the system.
- Landlords should ensure that contracts with providers and maintenance companies are robust. They should consider including break clauses and penalties in contracts.
- Landlords should monitor the performance of providers and maintenance companies and take action to enforce the terms of the contract if necessary.
- Landlords should ensure that residents know how to complain and are signposted to the appropriate Ombudsman.
- Landlords should keep abreast of evolving policy regarding heat networks, including consumer rights, and ensure they meet best practice.

Gas safety

- At the start of the tenancy or lease, landlords should provide clear information about gas safety, what to do in an emergency and the importance of providing access for inspections. They must also provide a gas safety certificate to the new resident.
- Landlords should give sufficient notice of the annual gas safety inspection and offer an appointment at a convenient time. They must provide a copy of the safety certificate within 28 days of each yearly check.
- Landlords should ensure that engineers are registered and carry Gas Safe ID cards when they visit.
- Landlords should closely monitor contractors' performance, including any missed appointments. It is vital that appointments are kept or rescheduled as early as possible.
- Landlords should prioritise customer care and good communication with residents. Legal action or injunctions to gain access should only be used when essential as a last resort.
- Landlords should ensure that their record-keeping is robust. They should retain safety certificates, which must be legible and signed. There should be an audit-trail of all gas inspections, repairs and communications with the resident.
- If a boiler or other appliance is unsafe and has to be disconnected, the landlord should provide a clear explanation, a timescale for repair, and alternative arrangements for heating and hot water if necessary.

Complaint handling

- Landlords should provide clear information to residents on how to raise a complaint if they are not happy with the service provided. The complaints policy and procedure should be in line with the Complaint Handling Code.
- Landlords must provide clear, comprehensive responses at each stage and adhere to the timescales set out in their policy, which should be in accordance with the Complaint Handling Code. We have also produced an example of a complaint response letter which highlights the information that should be included when responding to a complaint.
- Landlords should contact the resident at an early stage to clarify the complaint and the outcome sought, and keep the resident regularly updated.
- Landlords should closely monitor contractors' performance, including any missed appointments. It is vital that appointments are kept or rescheduled as early as possible.
- Landlords should have systems for reviewing complaints, capturing learning and sharing learning between teams and with contractors. They should also share learning with the complainant and with residents more widely.

Energy efficiency and innovation

- Landlords should keep abreast of developments in Government policy and ensure they have robust energy efficiency plans.
- Landlords should assess the new technologies and innovations that are available and network with social landlords and others to explore these options.
- Landlords should consult and involve residents before introducing new systems.
- Landlords should clearly explain to residents how any new devices or applications work, particularly if the resident is vulnerable.
- Landlords should make sure they are aware of the initiatives and grants available to improve the energy efficiency of their stock.
- Landlords should make residents aware of where to go for help if they are struggling to pay their fuel bills or want advice on improving the energy efficiency of their homes.

Further information

- *'Powering our Net Zero Future'*, Energy White Paper, December 2020.
- *'Identifying the Fair Share: Billing for District Heating'*, Changeworks, October 2015.
- *'Where are housing associations on the path to net zero? A survey of housing associations in England'*, National Housing Federation, 10 December 2020.

Feedback

We would welcome your feedback on this report by completing this [short survey](#).

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