

Housing

Ombudsman Service

REPORT

COMPLAINT 202105690

Lambeth Council

1 September 2022

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The resident's complaint was about:
 - a. The landlord's handling of adaptation works to the resident's property, and the quality of works carried out to the bathroom, including the conduct of its contractors.
 - b. The landlord's complaint handling.
 - c. The landlord's handling of the resident's data.

Jurisdiction

2. What we can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme. When a complaint is brought to the Ombudsman, we must consider all the circumstances of the case as there are sometimes reasons why a complaint will not be investigated.
3. The Housing Ombudsman Scheme states that:
 - a. Under paragraph 39(m), the Ombudsman will not investigate complaints which, in the Ombudsman's opinion, fall properly within the jurisdiction of another Ombudsman, regulator or complaint-handling body.
4. The resident made a complaint that he had suffered a data protection breach. The Ombudsman considers that the handling of such requests falls outside of the Ombudsman's jurisdiction under paragraph 39(m), as that aspect would be more appropriate for the Information Commissioners Office (ICO) to review. In the circumstances, the following complaint is deemed to be out of the Ombudsman's jurisdiction:

- a. The landlord's handling of the resident's data.

Background and summary of events

5. The resident occupied his property with his son under a secure tenancy dated 20 October 1997 in a two-bedroom maisonette located on the ground and first floor of five-storey, purpose-built block. The bathroom was on the first floor. The two bedrooms were also on the first floor. The resident was disabled. He was assisted throughout the adaptations and the complaint by a friend, who acted as his representative, and his ex-partner. The landlord was a local authority. The adaptations were dealt with by the local authority's Home Improvement Agency within its housing directorate.

The legal and policy framework

6. The landlord's adaptations policy provided by the landlord related to financial assistance. A recommendation is required from an Occupational Therapist (OT) that adaptation works are necessary and appropriate to meet the needs of the disabled person. It could only approve a grant if it considers the works are "reasonable and practicable". All works must be organised and overseen by an agency within housing. The landlord has informed this Service that it did not have any other policy relating to adaptations.
7. Under the complaints policy, where a complaint could not be resolved informally, it will respond in writing within 20 working days. A review could be requested. It did not provide a timescale for a review response.

Chronology

8. An OT assessment was completed on 28 February 2020 to adapt ground floor space to create a ground floor living environment. The OT produced a specification dated 13 March 2020 to create a ground floor shower and toilet facility. The specification was subject to a technical /feasibility survey and included:
 - a. A specified gully gradient for the shower area.
 - b. The OT to supply portable shower seat.
 - c. The specification referred to two toilet pan heights. The second was for 400mm so that a shower chair could be wheeled over the toilet.
 - d. Standard grab rails were to be fitted.
 - e. The light switch outside bathroom was to be moved.

9. On 13 March 2020, the landlord received a referral from the OT team regarding the refurbishment. According to the landlord's records, it would have been aware of the resident's vulnerability issues on receipt of the referral.
10. On 30 July 2020, the landlord wrote to the resident to state that it could not attend the property because of the pandemic. It requested photos, the layout, and measurements.
11. According to the landlord's timeline, its surveyor completed a survey on 9 September 2020 and a specification was completed on 9 September 2020.
12. On 11 September 2020, the landlord produced a Schedule of Works. The relevant items included (in terms of the resident's complaint):
 - a. A new shower rail.
 - b. A shower curtain of "any size" and a shower seat.
 - c. The toilet pan height was to be 400mm.
 - d. Toilet and basin were to be placed in the existing locations.
 - e. A replacement radiator, size "allow for as necessary". The drawing showed the radiator fitting behind the bathroom door, so it was fully openable.
 - f. Grab bars "of any type specified by client representative" next to the toilet, in shower area fixed as per OT's specification.
 - g. A carer screen with half-height doors.
 - h. There was no mention of mobility scooter access.
13. There followed correspondence with the landlord from the resident's ex-partner and representative chasing the works and seeking support from the local authority councilors. The resident suffered a fall in November 2020 which created further urgency. The landlord has informed this Service that the delay to the adaptation was due to the pandemic and the need to obtain an asbestos report. There was no mention of an asbestos report in the evidence provided for this investigation.
14. According to the resident's representative, the landlord notified the resident on 2 December 2020 that the contractor would attend to start works on 7 December 2020. Also, according to the representative, the contractors actually attended on 11 December 2020, in order to deliver materials which they left in the resident's living room and garden. The landlord informed the resident that work would begin on 17 December 2020. An operative caught Covid in the meantime. On 4 January 2021, the contractors arrived, removed the bath and left again. The bath was placed on top of the resident's mobility scooter which damaged the scooter.

They attended again on 5 January and left mid-morning. The resident had been informed this was to be a four-day job.

15. According to the landlord, the works began on 5 January 2021 and were completed on 9 February 2021, including additional works in relation to a leak in the property.
16. On 14 January 2021, the resident's ex-partner wrote to the surveyor that on Friday 8 January 2021, the builder made assurances that the shower would be working by the end of the following day. The bath had been removed a few days previously. Assurances were also made that the work would be finished by 12 January 2021. There was no shower or a functioning toilet. A bucket of water was left to flush away waste, there were no taps on the basin, and no shower. The toilet was too low and did not meet the existing plumbing. The contractor was going to build a platform to raise the low toilet to meet existing plumbing. There had been no discussion with the resident regarding grab rails.
17. The resident's sister (who was an OT) wrote to the landlord's surveyor on 14 January 2021. She found the specification unclear in many sections as to what was recommended. She had commented on these. She requested clearance of the mess created in the resident's living room and garden.
18. The surveyor replied on 15 January 2021 as follows:
 - a. No shower screen was to be fitted as part of the work.
 - b. It was not possible to arrange a shower seat assessment at that late stage, as it would further delay the job.
 - c. The toilet had been installed at a height of 480mm, it had not been possible to achieve a 500mm height because of the height of the existing pipework.
 - d. It would install a dropdown support rail on one side of the toilet, another adjacent to the wash basin, and one in the shower area.
 - e. It was not possible to widen the entrance, the existing door would be retained.
19. On 16 January 2021, the resident's ex-partner wrote to the surveyor as follows:
 - a. The toilet had a leak. It had been left in an unusable state. There was nowhere to empty a commode. The resident had been without a functioning toilet for four days.
 - b. On 15 January 2021, there had been a significant leak coming through the ceiling into the downstairs hallway. There had been a previous leak earlier that week again coming through the ceiling and causing the lights to trip. She thought that the water leaking was from the toilet.

- c. The contractor's operatives had used and "spoilt" several large towels to clear up the leak which, as a result, had to be thrown away.
 - d. The water did not go down the shower drainage.
20. On 23 January 2021, the resident's ex-partner wrote again that the light switch was in the wrong place and that the flooring joins and seals were unacceptable. It was fitted inside the bathroom and not externally as requested in the OT's specifications.
21. On 24 January 2021, the resident's carer wrote to the landlord that the builders had finished with the exception of some decorating. She reported that continuous leaking from the bathroom over the previous three weeks had meant the hallway was in need of decorating. She also reported that the water ingress had also damaged a cupboard door. She attached photographs.
22. On 25 January 2021, the representative wrote to the landlord requesting the following issues be added to the complaint:
- a. The OT had specified a "standard heavy duty" toilet. A regular toilet had been delivered. There were no handrails on the shower seat.
 - b. The contractor raised the toilet on a makeshift plinth that was unstable (awaiting a proper plinth).
 - c. The toilet had a significant leak which seeped through the floor to the hall ceiling.
 - d. The resident had been without a toilet for 6 days.
23. On 27 January 2021, the landlord instructed its contractor to carry out the necessary repairs to remedy a leaking waste pipe and associated works.
24. On 25 January 2021, the representative followed up an email of 13 January 2021 with an email trail of issues from February 2020, asking to add to the complaint including as follows.
- a. The newly-installed floor had been replaced but still did not drain properly.
 - b. The shower recently installed was unusable.
 - c. The seal at the back of the toilet was "messy".
 - d. Water continued to seep through the hall ceiling when the shower was being used and the downstairs hall cupboard door was warped because of the leak.
 - e. The grab rail had fallen off.
 - f. The grouting was "appalling".
 - g. The height of the shower pole was too low and had been fitted to suit the size of the curtain.

- h. The light switch was in the wrong place.
 - i. A larger radiator was installed which had limited entrance space, so the resident was unable to enter with a walking frame.
 - j. The resident had to pay for the contractors' parking fees.
25. There followed email correspondence between the landlord and contractor who focused on the leak in the property and the use of the grabrails and described various other works it had carried out.
26. On 3 February 2021, the resident's representatives forwarded a complaint. The complaint referred to a slightly different OT specification which referred to an adaptation of the first-floor bathroom, which was not provided to the Ombudsman. According to the complaint, many of the issues had been raised on 24 January 2021 and included as follows:
- a. The complaint related to the finished work carried out, it did not include the previous difficulties, damage caused to the premises, personal property or the resident's mental distress.
 - b. The floor was not graded correctly so that water did not drain away.
 - c. The shower specification included that the flexible hose was to be fitted on a wall mounted riser bar, which was also a grab rail.
 - d. The grab rail was attached to a plasterboard partition.
 - e. A full-length, heavy-weighted shower curtain was to have been fitted to enclosed shower area. A curtain designed to meet the top of a bath was fitted. The curtain rail was fitted to accommodate the half-length shower curtain so that the resident was forced to duck and bend to access the shower while using his walking frame.
 - f. The sink was not a suitable size to wash in. It had been moved to a corner in the bathroom next to the toilet. It was not fully accessible as it was obstructed by the toilet and the corner wall. This could have been avoided if a swing basin, as suggested, had been installed.
 - g. The seal on the toilet was unsightly and unprofessionally finished.
 - h. The second fitting of the floor left joints and edging poorly fitted.
 - i. The extractor fan and outside switch had not been installed at an accessible height.
 - j. The specification stated "move light switch outside bathroom" but it remained in place inside the bathroom.
 - k. The decoration was completed to an appalling standard so that the paint was already lifting. Damage to a wall was left unattended to, the grouting was poorly finished, and tiles were damaged.

- l. The amended specification specified that two standard grab rails were due to be installed within the shower area to assist with transfers. The complaint was that all the grab rails were installed on the far wall of the bathroom. The resident requested that a grab rail be fitted as he entered the bathroom to assist him entering the shower area this but did not happen.
- m. A “deeper” radiator was fitted but obstructed the opening of the bathroom door so that the resident had to manipulate the walker to enable him to enter the bathroom.

27. There followed some internal discussions by the landlord including that :

- a. The OT referral had given options regarding the sink including that the adaptations were discussed prior to the installation.
- b. The screws in the grab rail were working.
- c. The seal on the toilet was working but was “a bit rough.”
- d. Its difficulty was that the OT and the surveyors were doing desktop surveys during the pandemic.
- e. The surveyor would “have a quick chat about the work and other things most days” with the resident who, with his son, were the people he dealt with. He believed the resident to be competent and able to speak for himself.
- f. The OT’s specification was not necessarily what a finished adaptation would look like as it was the responsibility of the agency’s surveyor to ensure that an adaptation was carried out based on the reality of the property.
- g. Due to the restriction of the bathroom size it was not possible to achieve the fall referred to in the OT specification.
- h. It considered that the seal at the back of the toilet was adequate, functional and was not leaking.
- i. The leak which caused the original flooring to be replaced was not caused by the adaptation works.
- j. A new radiator was installed in the same place as the original radiator.

28. The landlord wrote to the resident’s representative on 22 February 2021. It referred to the complaint received on 18 January 2021. It appreciated that the unpleasant experience was both a distressing and frustrating period for him and his family. It referred to the surveyor’s inspection of the property on 28 January 2021 of the adaptations works. The shower, wash basin, and toilet were all working as expected and no leaks were identified. The contractor had painted the hallway ceiling affected by the leak and all waste materials and packaging had been removed from the property. The surveyor had confirmed that he felt all works were now satisfactorily completed. It suggested if the issues were still not resolved, that the resident escalated the complaint to the second stage.

29. The representative wrote on the same day requesting escalation of the complaint.

30. On 31 March 2021, the landlord wrote with its final response addressing the escalation points as follows:

- a. In relation to the resident's complaint regarding the poor treatment of the resident, lack of regard for his vulnerability and respect, it cited the surveyor's visits, and "positive relationship" with the resident.
- b. It acknowledged that there were errors by the contractors acting on its behalf. It "simply isn't good enough" and it appreciated the level of frustration this must have caused. There were issues with ill-health of one of the supervisors, issues with the desktop specification and the location of the service pipes, as well as issues with the design of the building.
- c. As a consequence, the contractors were not taking on any more wet-floor shower rooms. The contractors "pointed out" that they had delivered wet-floor shower rooms to other clients with complete success, so this case was unfortunate.
- d. During the works the surveyor maintained a positive relationship with the resident and got on well with him
- e. It proposed that a senior member of the repairs service should carry out final checks on the installation at a convenient time and would arrange for an independent inspection with a surveyor.
- f. In relation to the reported lack of regard for the resident's vulnerability the complaint reported, all of its surveyors and case officers dealing with vulnerable residents had the utmost respect for their clients. All decisions were discussed with clients who were kept advised of the process, reasons for delay and updates. The surveyor attended several times during the work and had described a positive relationship with the resident throughout. There were issues due to the design and unforeseen issues, including that some of the planned works had to be altered to fit the requirements of the room. It was keeping visits to vulnerable residents to a minimum and OT visits were mainly "desktop" which meant that there were likely to be variations on site.
- g. Being left without a toilet was a building issue where the height of the outlet sewage pipe meant that a plinth was required. The resident was given a commode to use during this time and agreed to this as the resident was keen to stay in his home.
- h. It apologised and accepted that the property was left in a mess.
- i. It would compensate for the motorised scooter (although disputed there was damage), the towels, and the parking permits.
- j. The job took longer due to the issues with toilet, the ill health of the contractor and the original OT drawing not matching the site. Additionally, a long-

standing leak that predated the works was discovered so the contractor had to return to site to make good the leak and redo the shower tray. There was a minor leak to the WC that had to be remedied.

- k. The finished work had been signed off and whilst there were a few rough patches around the toilet seal, its view was that the work was of a good standard.
 - l. In relation to the resident's escalation points that the shower handrail was flimsy and too low, so that the resident was obliged to duck in order to access the shower, it stated that the shower handrail fittings were sufficiently robust and had been signed off by the surveyor.
 - m. The bathroom in the property was small and it was difficult to agree a design that could fit everything in. The finished design was the best that could be achieved given the design of the property.
 - n. The light switches were not changed.
 - o. The sink was placed in the agreed location. The main concern was that the toilet should be easily accessible.
 - p. The landlord would inspect the hallway cupboard and painting.
31. The landlord did not address the report that there was "continuous flooding" which the complaint reported caused extreme stress for the resident's son, and lights "continually" tripping.
32. On 3 February 2022, the OT wrote to the resident's partner that a "Request for Quotation" form and "Equipment Performance Specification" had been forwarded to the landlord to be considered. Tiling to the entirety of the inside of the exterior wall had been included in order to reduce the risk of mould reforming on the cold surfaces.
33. A different surveyor to the first landlord's surveyor inspected the property on 24 February 2022. Its report of 25 February 2022 stated that the resident was sleeping downstairs. It reported that the resident's ex-partner had told him that the resident and his son wished to retain the upstairs shower. He noted a number of issues that needed to be addressed as follows:
- a. One of the corner seams to the vinyl floor covering was open allowing water to penetrate below.
 - b. The shower unit and grab rails had not been installed as per the OT's specification making it very difficult to access them from the shower seat position. Part of the complaint involved the riser rail being used as a grab rail and coming away from the wall. The misuse of the riser rail was understandable due to the inaccessibility of the grab rail.

- c. The wash hand basin partially overlapped the W.C. suite making them difficult to access.
 - d. The newly-installed radiator prevented the door from opening fully making access into the bathroom difficult.
 - e. Some deep ducting had unnecessarily been installed to house the waste pump which significantly decreased the usable area of the room.
 - f. The quality of the finish to the tiling and decoration was not of an acceptable standard.
 - g. There were black mould spots forming on the inside of the exterior wall despite the mechanical fan being fully operational. He had been informed that mould was not an issue prior to the adaptation.
 - h. There was water staining and damage to the entrance hall ceiling consistent with it being caused by a leak from the bathroom.
 - i. The shower curtain rail was at 1600mm meaning one could bump one's head on it.
34. The surveyor concluded that due to the number of defects, the most cost-effective way to resolve all these matters would be to refurbish the wet floor shower room completely. He had completed a 'Request for Quotation form' which included all the necessary works. Before proceeding, it would need to clarify the client's needs with the OT.
35. According to the landlord, on 7 February 2022 a request for quotations were sent out to two contractors for the refurbishment of the wet room. A contractor provided a quotation on 17 March 2022.
36. According to the landlord, as at 24 June 2022, the works had been approved for a contractor to refurbish the bathroom.
37. At the date of this report, the works had not yet been carried out.

Assessment and findings

38. The investigation was hampered by the gaps in the evidence. The Ombudsman was not provided with the communications between the OT and the landlord, or with the landlord's responses or explanations about specific issues. Indeed, the landlord informed this Service that that it did not have a record of aspects of the complaint which were dealt with in its final response including the resident being left without a toilet for several days, although it was referred to in the complaint response.
39. It was not clear whether the resident's complaint included the delay to the start of the adaptations or whether that was a separate complaint. There was insufficient

evidence in order to investigate that aspect in detail, however, any delay prior to the referral to the landlord in March 2020 would have been a matter for the social services. The OT function falls within the local authority's remit of adult social care rather than its function as a landlord and is therefore not subject to this investigation. In any event, there was no evidence that the resident made a complaint about the OT.

40. The Ombudsman's view is that, while very problematic for the resident, in particular in November 2020, the explanation that delays between March 2020 and December 2020 were caused by the pandemic and by the need for an asbestos report was reasonable. While the restrictions on attending properties for non-urgent repairs eased in May 2020, social distancing precautions remained in place in relation to the vulnerable. Moreover, the pandemic had a knock-on effect on all works following lockdown so that there was backlog of works and repairs. However, in the Ombudsman's opinion, it would have been appropriate for the landlord to have undertaken a risk assessment in July 2020 to determine if on-site adaptation surveys and works could have gone ahead at that time, in particular as the works were "fast-tracked". Moreover, the plans could have been reviewed before commencement of the works in situ. This may have avoided some of the issues, if the landlord had been better prepared in relation to the realities and challenges of the space.
41. The landlord did not have a policy in relation to adaptations. While the Ombudsman recognises that some disruption may be inevitable, the Ombudsman would expect the landlord to use its reasonable endeavours to minimise disruption. It would also expect the landlord to ensure it communicated with the resident, kept him updated with developments and provided a timescale. If the landlord was not able to keep to the timescale, then the landlord would be expected to provide an explanation to the resident.
42. There was no evidence that the landlord communicated with the resident about timescales or the schedule until December 2020. While the Ombudsman does not conclude that there was no communication at all, this demonstrates poor communication with the resident as to what to expect in terms of timescales and in terms of the works themselves. The landlord has informed this Service that there was no record of any discussions with the resident (or his representative) as to the positioning of the handrails and basin or where the contractor was unable to comply with the OT's specification. This demonstrated poor record keeping and poor monitoring of the contractors.
43. The Ombudsman appreciates that communication between the landlord and the resident while the works were taking place would have been verbal. There was no evidence as to at what point the resident's representative first made it clear to the landlord that communication should be made through his representative. There was evidence in July 2020 that the resident was communicating with the

landlord directly. There was also evidence that the representative was advocating for the resident in November 2020. It was reasonable of the landlord to have discussed the issue of capacity with the OT. It also reached its own assessment. This included that the resident's memory was poor. The issue of capacity and the ability to communicate is nuanced. It is better to record decisions in writing and consider involving appropriate third parties, where possible, in order to ensure clarity and to optimise communication.

44. Of greater concern, the landlord did not provide to this Service, despite a specific request, evidence of discussion between the OT and landlord and related documents, including the specification referred to in the resident's complaint. The Ombudsman understands (as did the resident's representative) that the landlord would not be able to abide by all of the OT's specifications, due to the construction of the building. The final design would have been the responsibility of the landlord. However, the Ombudsman would expect the landlord to have had discussions with the OT, in order to be advised by the OT as to what would be suitable and to the needs of the resident, given the aim of the adaptations. While there was a reference to some discussion, in the opinion of the Ombudsman, this lack of discussion contributed to an unsuitable adaptation which was required to be redone. The evidence indicated that the focus of the landlord was to get the works finished rather than ensure they were suitable.
45. The landlord accepted that the contractors worked to a poor standard. However, it did not specify which aspects it agreed with. It was unsatisfactory that the contractors attended, removed the bath and did not reappear for a further three weeks. They left equipment and mess in the property and damaged the resident's possessions. This demonstrated a lack of monitoring. However, it was reasonable for the landlord to offer to compensate the resident for his damaged possessions.
46. While the lack of the toilet for a number of days would have caused both the resident and his son considerable discomfort, there was no clear evidence that fault should be attributed to the landlord in relation to the toilet height. The evidence had indicated that the landlord had offered a decant, though it was not clear that the extent of the disruption had been envisaged. While addressing the leak would have extended the timescale, it did not fully explain why the time the works took extended from the four days the resident was led to expect, when calculated from the date of the first attendance by the contractors, to two months.
47. The landlord appeared to focus on the leak as the cause of the delays. It was disputed whether the resident had reported the leak. However, the contractor was better placed than the resident or his representative to identify the cause of the leak. While the Ombudsman does not attribute blame to the landlord for the leak, it was unreasonable to focus on the leak to the extent it did and may have drawn the landlord's focus away from the fundamental issue that the resident's

representative was reporting: that that the bathroom was presenting difficulties to the resident, rather than making it more accessible.

48. While not every point of the resident's representative may have been valid, there were significant defects to the final design of the wet room, including that the resident had to duck under the shower curtain rail, the sink was obstructed by the toilet, the door was obstructed by the larger radiator, and that there was a lack of grab rails at strategic points.
49. While the reassessment of the bathroom and the proposed fresh works post-dated the conclusion of the landlord's complaint procedure, they were highly pertinent to the complaint. The evidence showed that the issues the resident had reported were not only valid but there was a solution. It also demonstrated that the landlord acted appropriately in eventually addressing the issues, and in an open-minded fashion. However, the bathroom should have been reassessed at the outset. Indeed, the landlord should have monitored the contractor more closely. The Ombudsman would have expected the landlord to have ensured that the final specification was checked and have picked up on the design defects before the bathroom was refurbished, some of which were fundamental such as to ensure that a vulnerable person using a walking frame would need the door to open a certain width, and have unencumbered access to the toilet and basin. Most concerning of all, the bathroom remains, at the date of this report, unaddressed.
50. The accumulative effect, starting with the contractors initial "stop start", the contractors' conduct, the delays, the poor communication, the defective toilet and the defective end result did not, in the Ombudsman's view, demonstrate an appropriate level of regard for the resident's vulnerability or a level of respect and an understanding of the importance for a vulnerable resident to retain their independence and dignity. The landlord did not address the self-evident issues that the resident was experiencing and, despite the resident's vulnerability and distress, while its surveyor has provided a frank assessment, the landlord still has not rectified the matter.

The landlord's complaint handling

51. The landlord's complaint response referred to a complaint made on 18 January 2021. It is assumed this referred to the complaint forwarded to the landlord on 3 February 2021 and later additions. It was reasonable that the final complaint response acknowledged the contractors did not perform well and to offer compensation for the resident's possessions and losses. However, there was no evidence that it considered compensation to recognise the overall accumulative distress and inconvenience caused to the resident.

52. While it is accepted the contractors would not have adhered to the OT's specification, the complaint response missed the point for example regarding the positioning of the light switch. It was irrelevant and not helpful to state that the contractors were still taking on similar work and that it had performed well to date which, in the view of the Ombudsman, came across as being defensive.
53. Most importantly, the response did not address the fundamental issue: whether the bathroom adaptations were defective. It was unreasonable that the landlord's conclusion, even before the bathroom had been re-inspected by an independent or senior surveyor, was that the bathroom was "the best that could be achieved". It gave the impression of having lost sight of its goal, to provide an accessible bathroom to the resident.
54. The Ombudsman would have expected the landlord to have addressed the matter sooner and seen the resolution through, including after the conclusion of the complaints process. The landlord could also have reconsidered its findings once it had the outcome of the new inspection and taken steps to bring the complaint to a resolution based on the fresh information available to it. The complaint process did not demonstrate the Ombudsman's dispute resolution principles to put things right.

Determination (decision)

55. In accordance with Paragraph 54 of the Housing Ombudsman Scheme, there was severe maladministration in relation to the landlord's handling of adaptation works to the resident's property, and the quality of works carried out to the bathroom including the conduct of its contractors.
56. In accordance with Paragraph 54 of the Housing Ombudsman Scheme, there was maladministration in relation to the landlord's complaint handling.
57. The resident's complaint about the landlord's handling of the resident's data was outside the Ombudsman's jurisdiction.

Reasons

58. The refurbishment of the resident's bathroom was inadequate and while the landlord has since recognised this and approved the works to be carried out, this was over a year after the works were deemed to be completed. Moreover, the works remain outstanding 18 months later. The Ombudsman is very mindful of the impact of the defects and overall delays on the vulnerable resident.
59. While it was reasonable to rely on the opinion of its own surveyor and it offered compensation for the resident's losses, the complaint response did not address the nub of the complaint, namely that there remained accessibility issues with the

bathroom and its conclusion made prior to a re-inspection was premature. It did not follow through or review its own findings and seek to put matters right.

Orders

60. The landlord is ordered to pay the resident compensation in the amount of £2,050 within 28 days as follows:
- a. £1,800 in recognition of the distress and inconvenience caused to the resident by its failures in its handling of adaptation works to the resident's property, the quality of works carried out to the bathroom, including the conduct of its contractors.
 - b. £250 in relation to the landlord's complaint handling.
61. The landlord is ordered to provide, within 21 days, with a copy to the Ombudsman, an apology to the resident from its Chief Executive for the delays together with assurances in relation to next steps.
62. The landlord is ordered to provide to the resident, with a copy to the Ombudsman, written notification of an on-site start date and time scale for the works within 21 days, such start date to be as soon as practicable but no later than within three months of this report.
63. The landlord is ordered to carry out a joint review with the OT team at management level of lessons learnt from this case and agree an action plan for service improvement in the delivery of adaptations to residents and to provide a copy to the Ombudsman within 56 days.
64. The landlord should confirm compliance with the Ombudsman of the orders within 28 days and in relation to the order regarding a review, within 56 days.

Recommendations

65. The Ombudsman makes the following recommendations:
- a. The landlord should ensure that it monitors the refurbishment works, provides timescales, ensures it updates the resident, and provides the reasons for any delays.
 - b. If the works are not completed by 30 November 2022, the landlord should consider offering further compensation to the resident.
 - c. The landlord should ensure that it records its decisions and confirms its decisions in writing to residents and retains comprehensive records.
 - d. The landlord should consider in each particular case whether to extend its communication with vulnerable residents to third parties where appropriate while remaining mindful of the resident's confidentiality and autonomy.

- e. The landlord should consider drafting an adaptations policy which addresses timescales, communication, and approach.
- f. The landlord should, if it has not done so already, include a timescale for a second and final complaint response and ensure such a response is reflective about the context and history of the complaint.