

Housing

Ombudsman Service

REPORT

COMPLAINT 202124358

Lambeth Council

29 July 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 complains about the landlords handling of:
 - a. The reports of repairs to the boiler, and;
 - b. the formal complaint.
2. The Ombudsman has also considered the landlord's record keeping.

Background

3. The resident is an assured tenant of the landlord. She has stated that she has rheumatoid arthritis and fibromyalgia.

Boiler repair

4. As part of this investigation the Ombudsman asked the landlord for its records concerning the boiler repair, such as copies of any survey or inspection reports, feedback from contractors, repair logs, records of dates on which the property was attended, an explanation of works completed at each visit, and correspondence and telephone notes. In response the landlord has provided no contemporaneous records. Instead, it has provided a list of jobs raised and associated attendances.
5. The landlord has stated that a job was raised on 26 October 2021, which was 'due' on 4 November 2021. It notes:
 - a. An attendance on 4 November 2021 where new parts were found to be required.

- b. A “no access” appointment on 7 December 2021, that it attended on 16 December 2021 and found that new parts were required.
 - c. Work was carried out on 14 January 2022 and that on 15 January 2022, ‘Additional time [was] required’.
 - d. Another attendance took place on 17 January 2022 where works were carried out. A description provided by the landlord states ‘cylinder stat faulty and cable changed found 2 breaks on wiring centre from brittle blocks fixed and chamed programmed which was tiled into wall, passed 26.9 checks’. It has offered no further information about what was completed or left outstanding at this appointment.
6. The landlord details a second job was raised on 7 December 2021 with a no access appointment that same day, and a third job raised on 12 January 2022 that was attended the following day with no access.
7. The landlord details a fourth job raised on 18 January 2022 that was attended on 20 January 2022, and ‘full hot water and heating’ is noted. A further attendance was carried out on 21 February 2022, where ‘fitted filling loop system left working.’ There were two further attendances in April 2022.
8. The Ombudsman asked the landlord for confirmation of when the boiler repair was complete, and it has stated that this was in April 2022. The landlord was also asked for an explanation of any difficulties or obstacles which delayed the landlord’s ability to carry out the repair. In reply, the landlord has stated that there is nothing to suggest that there were any obstacles, but has acknowledged ‘clear failings’. The landlord was also asked for an explanation of any advice, support, or assistance offered to the resident during their complaint, and it has replied ‘none available’.
9. The resident has given their own account of events, explaining that there were problems with heating and hot water for a 17 week period, including approximately five weeks of a total loss of heating and hot water. They state that for the first 13 weeks they could only have the hot water on for two hours a day because the heating would come on at the same time. When the landlord’s repair contractor attended it was found that parts were required which would need to be ordered. The resident explains that after waiting two weeks they contacted the landlord to chase this, but it took another two weeks to take further action.
10. The resident explains that their partner took an unpaid day from work on 16 December 2021 to provide access for the repair, but no one arrived. When the contractor did attend the following day, it damaged the ‘electric box’ and the fuse was removed for safety, leaving them with no heating and hot water. The resident states that the contractor said it would need to order more parts and

that someone would attend the following week, however, the landlord made no further contact. The resident was unable to recall exactly when the repair was completed, but thought it may have been around February 2022.

Formal complaint

11. The resident raised a complaint with the landlord on 7 December 2021 stating that the boiler had been completely broken for over four weeks. A contractor had attended and said that parts were required, but three weeks later the resident had heard nothing further. They explained that they kept calling the landlord to try and get an update, '...to be told someone will get back to me in the next 48 and still no one has called me. Please can someone get my heating and hot water fixed.'
12. The landlord issued its stage one complaint response on 16 December 2021. It apologized to the resident and said contractors were attending that day to carry out the repair.
13. The resident escalated the complaint on 22 December 2021, stating that there had been missed appointments, appointments they had not been informed of, further attendances that had not repaired the problem, and now there was no heating or hot water at all. The landlord issued its stage two response on 1 February 2022. It acknowledged that there had been clear service failure, and offered £150 compensation. It stated that it has been advised that the contractor attended on 20 January 2022 to complete the work.

Assessment and findings

14. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles. These are high level good practice guidance developed from the Ombudsman's experience of resolving disputes, for use by everyone involved in the complaints process. There are only three principles driving effective dispute resolution: Be fair - treat people fairly and follow fair processes; put things right, and; learn from outcomes.
15. The Ombudsman must first consider whether a failing on the part of the landlord occurred, and if so, whether this led to any adverse effect or detriment to the leaseholder. If it is found that a failing did lead to an adverse effect, the investigation will then consider whether the landlord has taken enough action to 'put things right'.

Boiler repair

16. Section 11 of the Landlord and Tenant Act 1985 sets out a landlord's responsibility to keep in repair and proper working order installations in the dwelling-house for space heating and heating water. The landlord's own

Repair Guidance Policy also sets out that the landlord is responsible for maintaining permanently installed water heaters and boilers.

17. The landlord's Repairs Manual (2021 version) states that 'routine 1' repairs will be attended to within seven days (examples of these types of repair are given as blocked sink, and extractor fan not working). The manual also includes the 'right to repair' scheme, which states that total or partial loss of space or water heating in winter months should be addressed within one day.
18. With reference to the examples set out in the repairs manual, and as the landlord has said that the original job for the boiler repair was 'due' by 4 November 2021, it would seem that the original report was logged under 'routine 1' and so therefore should have been addressed within seven days. It is clear from both the landlord's and the resident's versions of events that this did not happen. While the landlord did initially attend within seven days, the repair was not completed for several months.
19. The difficulty in assessing the landlord's actions following on from the initial attendance is the absence of documentary evidence provided to this Service. There is an expectation that the landlord, as the professional organisation with resources available to it, should be in a position to provide adequate evidence of its actions. While the landlord has given a description of its attendances and jobs raised following the October 2021 report, this is unclear and there are no contemporaneous records to support the description, to show that the resident was made aware of appointments, or the 'no access' attendances. In lieu of sufficient evidence from the landlord, it has been necessary to determine a chronology of events from the information provided by the resident.
20. While it is not expected that the resident would be able to provide contemporaneous records in the way a landlord should, in this case there is evidence that supports the resident's version of events. This includes their email to the landlord of 22 December 2021 in which they complained that their partner had taken a day's unpaid leave for the 16 December 2021 appointment, but received a call at 4pm to say that the engineer was off sick and so someone would attend on 17 December instead, which they did, but removed the boiler fuse leaving them with no heating or hot water.
21. The resident asked why they had not been notified of the cancelled appointment in the morning, so that their partner could go to work, and noted that they received a text on 20 December saying that they had missed an appointment, but they had not known of any appointment.
22. This contemporaneous evidence contradicts the landlord's comment that it attended on 16 December 2021, and indicates that some appointments were

made without the resident being made aware, with these then being recorded as 'no access' by the landlord. It also shows that the landlord was made aware at least by 22 December 2021 that the resident had no heating or hot water, which in line with the 'right to repair' should have been resolved within one day.

23. It is not clear exactly when this was resolved due to conflicting accounts and a lack of records: It was either 20 January 2022 as per the landlord's description of that date that heating and hot water was working; 21 February 2022 as per its further account that a 'filling loop system' was fitted, or April 2022, as per the landlord's response to the Ombudsman's request for information.
24. Although not specifically stated, the wording of the resident's complaint to this Service in early February 2022 suggests that the repair had been completed by this point: They did not state in this complaint that the repair was outstanding. On balance, and taking both the resident's and the landlord's versions of events into account, it seems likely that the boiler was left working on 20 January 2022, with the April 2022 attendances a separate matter but indicating further, required repair.
25. This represents a significant delay in the completion of the repair, with no evidence that the resident was communicated with or otherwise kept updated despite the outstanding boiler repair, and then a total loss of heating or hot water for at least a month. Overall, there was a serious failing on the part of the landlord in its handling of this repair, with no explanation offered for the delay in completing this, or for leaving the resident with no heating and hot water for such a long period in the winter months.
26. The resident has explained that this caused a great deal of time and trouble in chasing the repair, inconvenience for the multiple attendances, and frustration at the lack of communication. The resident has explained that the landlord did not offer any temporary heaters and they had to ask for these after two weeks with no heating provision. The resident has told this Service that they made the landlord aware from the outset of having rheumatoid arthritis and fibromyalgia, with the lack of heating and hot water exacerbating the pain they experience as a result of these conditions, but it took no action. They say that the landlord did not take action until they contacted it via social media.
27. The resident states, 'I called Lambeth everyday and as I work full time I need to ask for a call back which didn't always come. I then had to take 2 days off unpaid to try and deal with this I was waiting 3 hours one day and then the next day for 2 hours. So all over Christmas and new year I didn't have any heating.' Further, they explain that they incurred additional costs due to the expense of using the electric heaters, paying £100 for electricity for one week.

28. This Service has recently investigated other complaints about the landlord which identified similar failings with its repairs service, communication, and record keeping. A number of orders were made in these cases to address this, and the landlord has complied with these orders, demonstrating learning from the outcomes. Therefore no further orders are made here as the actions that the landlord has now taken should mitigate the risk of these failings recurring.
29. However, this does not address the significant adverse effect that the resident experienced in this particular case, being without a fully operational boiler for a prolonged period over winter. The £150 offered by the landlord as a remedy is insufficient to 'put things right' and therefore an order for compensation is made below, with reference to the Ombudsman's own compensation guidance which sets out amounts of between £250 and £700 where there have been significant failings, but no permanent impact on the resident.
30. The landlord has advised this Service that repair of the boiler was required in April 2022, shortly after conclusion of the complaints procedure. While the landlord has said that the boiler was in working order at this point, the resident has advised this Service that issues have been ongoing; that the boiler loses pressure each week and requires repressurising, and that she has been advised that there is a leak. Because of the landlord's poor record keeping in this case, it has not provided evidence/records that it appropriately satisfied itself that repairs were effective during the period considered in this investigation. For that reason, an order has been made for the landlord to inspect the boiler, record its findings, and carry out any necessary works.

Complaint handling

31. The 16 December 2021 stage one complaint simply stated, 'I am sorry to read you have been chasing up the repairs to your boiler and have not been able to find out when an engineer can attend; I acknowledge the additional inconvenience that this has caused you. I would like to extend our apologies for the service failures experienced overall. I understand an appointment has been scheduled today, to fit the necessary parts.' While this response acknowledged that something had gone wrong, there is no evidence that the landlord sufficiently investigated the resident's concerns or the cause of the delay with the repair.
32. The 1 February 2022 stage two letter recounted the background of the matter and stated, 'I have been advised that [the contractor] attended on 20 January 2022 to complete the work order.' It apologised for the delay and offered £150. It was appropriate for the landlord to acknowledge failings, but again there is no indication of any investigation into the matter, what went wrong or the cause of the lengthy delay in repairing the boiler.

33. There is no acknowledgment of the resident's reports of missed appointments, and being left without heating and hot water for a lengthy period in the landlord's response. The £150 compensation offered therefore appears arbitrary, with no justification of the amount or how it was calculated. By the landlord's own account, there is no evidence of any advice or assistance offered to the resident during their complaint.
34. Additionally, without investigating and identifying the cause of delay, and by not considering that at Stage 1 the complaint team could not obtain essential information about the repair (when an engineer could attend), the landlord missed an opportunity to identify service improvements to prevent similar failings happening again.
35. The landlord has not fully investigated, addressed, or acknowledged the resident's complaint or the failings in this case, taken sufficient action to 'put things right', or shown that it has 'learned from outcomes'.
36. As above, this Service is aware that service improvements have been put in place by the landlord since the time of this complaint, which should mitigate the risk of similar failings happening again in repairs and complaint handling. Therefore, no further orders are made here. However, this does not resolve the significant adverse effect caused to the resident by the landlord's failings in this case. An order for compensation is made as a remedy.

Determination (decision)

37. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in relation to its handling of:
 - a. The reports of repairs to the boiler; and;
 - b. record keeping.
38. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was maladministration by the landlord in relation to its handling of the formal complaint.

Orders

39. Within one month of the date of this report the landlord must pay the resident a total of £950 (comprised of £750 for the failings in the handling of the repair and record keeping, and £200 for the complaint handling). If the £150 previously offered has already been paid, it can be deducted from this amount.
40. Within one month of the date of this report, the landlord must:

- a. Inspect the boiler, confirming its findings in writing to the resident and the Ombudsman.
- b. Schedule any necessary works to resolve identified issues.