

Housing

Ombudsman Service

REPORT

COMPLAINT 202012451

Westminster City Council

31 October 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. This complaint is about the landlord's:
 - a. Response to the resident's reports of damp and mould at her property.
 - b. Handling of the associated complaint.

Background and summary of events

Background

2. The resident is a secure tenant of the landlord, which is a council. The tenancy commenced on 14 February 2005.
3. The property is a bedsit that is mid-terraced and located on the ground floor, with another dwelling directly above. The flat was built c.1960's. Windows are single glazed metal. Internally, the flat consists of a bedsitting room, kitchen, bathroom and a hallway. At the time of the resident's report to the landlord on 5 September 2019, her son was approximately four months old.
4. During the period covered by this report, the resident logged a complaint with the landlord regarding her request to move. On 23 March 2021, the landlord advised the resident that as her complaint related to the bidding process and the allocation of points it had passed her complaint to the Council's Housing Solutions Service, which was a separate department of the Council. The resident has been advised that this is not a complaint that the Housing Ombudsman can investigate, as it falls properly under the jurisdiction of the Local Government and Social Care Ombudsman (LGSCO), and she has been provided with their contact details.

Summary of events

5. On 5 September 2019, the resident contacted the landlord to report damp and mould in her hallway, kitchen and bathroom. The resident asked that the landlord look into this and arrange an appointment.
6. The landlord visited the property on 11 September 2019 and confirmed that specialist ventilation would be arranged but there were ongoing leak issues. There was damage to walls in the hall and kitchen, to the bathroom ceiling, and there was a ongoing leak in the bedsitting room wall. It was noted that there was a young child at risk and a pre-inspection for a local repairs surveyor to attend was requested.
7. A job was raised that day for the installation of a Positive Input Ventilation (PIV) unit by the front door and for extractor fans to be installed over the kitchen door and to the bathroom window.
8. On 10 October 2019, the landlord was issued with a Letter of Claim which stated that there was damp throughout the resident's property.
9. On 12 October 2019, the landlord raised a job to to hack off plaster to the hall and kitchen, allow to dry and then replaster. Repair records note that the job was cancelled on 21 October 2019 as access was refused.
10. On 15 October 2019 the ventilation contractor emailed the landlord to advise that it had made four attempts, on 20, 23 and 30 September 2019 to install the ventilation units.
11. As a result of the resident's disrepair claim, on 21 October 2019, a building and strategic asset management survey (SAMs) was conducted to assess the extent of damp and mould to the property. The schedule attached to the reports included photos labelled as damp patch, 2x rising damp, leak from above, mould and damp, damp in the walls. The survey report noted that:
 - a. There had been an issue with a water leak from the flat above. The issue had been ongoing and had now traversed into the resident's flat. The cause of the leak was unknown.
 - b. There were also significant signs of rising damp within the property. This being evidenced by several damp patches at low level within the dwelling.
12. The survey report said that the following should be carried out:
 - a. For the Leak Detection Team to identify the source of the leak.
 - b. For a Damp survey to be carried out to find the root of the damp.
 - c. For Mechanical Ventilation to alleviate the damp mould issue.

- d. For Redecoration of all painted walls and ceilings to affected rooms (kitchen, hall, bedsitting room), adding that only minor damage/staining was noted to the corner of the bedroom.
13. In a later internal email, dated 30 March 2021, the landlord confirmed that the leaks from the low level roof to the rear and from the flat above were resolved on 25 October 2019 and at some point in December 2019. The landlord also noted that a leak from the bedsitting room radiator had been fully resolved on 16 October 2019, three days prior to the survey.
14. On 20 November 2019, the landlord's contractor emailed the landlord to say that they had arranged to visit the property the previous day, with the Disrepair Manager, but the resident was not there. On 13 January 2020, the landlord emailed the resident to confirm an appointment agreed in a call with the resident that morning, for its surveyor to attend her property on 23 January 2020.
15. On 24 January 2020, the landlord's surveyor reported that the resident had failed to keep the appointment on 23 January 2020, and that this was the third time arrangements had been made directly with the resident and confirmed by emails and text. The landlord said that no-access cards had been left on 19 November 2019, 10 December 2019, 23 January 2020.
16. On 7 February 2020, the landlord emailed the resident to say that, as per their discussion the previous day, the earliest appointment it could offer would be 13 February 2020. The resident was asked to confirm by return.
17. On 21 February 2020, the landlord noted that the resident had suggested that a decant would be required in order to carry out the works and that it needed to be allowed to inspect in order to make a conclusion as to whether a temporary decant was needed or a permanent decant was justified.
18. On 4 March 2020 the resident advised the landlord that she was no longer pursuing her disrepair case but still wanted to repairs to be completed. The landlord received confirmation from the resident's solicitor on 16 July 2020 that they are no longer representing resident.
19. The following day, 17 July 2020, the resident rang the landlord about the damp and mould in her property and saying that she needed to be decanted. The resident called the landlord again on 19 August 2020 to say that she was still waiting for a surveyor and that her property had serious damp and mould which was affecting her son's health.
20. On 22 September 2020, the resident called the landlord, again chasing the works. In an internal email of the same day, the landlord noted that it had spoken to the resident and that the resident had categorically refused the installation of

the ventilation system, saying that she wanted the landlord to deal with the damp in the property before anything else was done.

21. On 1 October 2020, the landlord noted that it had attempted to call the resident a number of times with no response and that it would now send a hand delivered letter. If there was no response to this, the landlord said it would cancel the inspection request. The inspection was raised on 6 October but cancelled on 7 December 2020 noting that this was due to no access. Between 6 October and 7 December 2020:

- a. The resident contacted the landlord on 13 and 15 October 2020, the landlord noting that it had arranged for a surveyor to inspect her property on 16 October 2020.
- b. In an internal email of 19 October 2020, the landlord said that it had just spoken to resident and made it clear that she would not be offered a decant as the works could take place while she remained in the flat. The landlord noted that the resident was not happy and wanted confirmation of repairs that would be done.

22. On 22 January 2021, the resident logged a formal complaint with the landlord, noting that her son was now 20 months old. The resident said that:

- a. When she was pregnant she noticed damp, mould and condensation in her flat, which she reported to the landlord. She made many calls, the landlord either did not send anyone or said that it had, sent the wrong person or send someone who popped in had a look and left without actually doing anything. The resident said that this went on for months during which time her son kept getting fungal rashes (for which she had handed a copy of her doctor's letter to the estate office) and she kept getting flair ups with her Crohn's disease.
- b. The surveyor that visited her property told her that they were going to get the head surveyor to come and sign her off as needing to be decanted. The resident said that at that time it was explained to her that the landlord would need to dig up all the floor and take back all the walls to see where the damp was coming from.
- c. When the head surveyor attended her property, with another person, they spoke about installing ventilation but told her that she would not be offered a decant. The resident said that meanwhile, nothing had actually been resolved.
- d. She did not chase the landlord during the first Covid lockdown but kept having to stay on her Mum's sofa to give her son's skin a break from the fungal rashes. As soon as the first lockdown eased she started to chase the landlord again. The resident said that she called on a weekly basis but received no call back.

- e. The landlord had told her that she had been refusing access but she had never had an appointment booked, that she was getting nowhere with the landlord and kept getting fobbed off, and in the meantime she was having to throw things out.
23. On 5 February 2021, the resident emailed the landlord to say that no one had got back to her about her complaint, and she had seen no change in her housing situation. The resident chased her complaint again on 8 and 17 February 2021.
24. On 18 February 2021, in an internal email, the landlord said that it would try to contact the tenant as a further inspection was required. The landlord noted that no further contact had been attempted since the new Covid 19 restrictions were put in place and it was agreed this would be picked up once the restrictions were lifted. The landlord went on to say that if the tenant was ready to allow access for the inspection to be carried out, it would try to arrange this.
25. The landlord emailed the resident on 24 February 2021 to apologise for the delay in acknowledging her complaint. The landlord explained that this was due to the increased amount of cases received, which unfortunately resulted in a backlog of cases and that it would aim to provide its written response by 10 March 2021.
26. The Property Manager carried out a further survey of the property on 1 March 2021, noting that:
- a. The mould was showing primarily behind the bed in the bedsitting room and along the side at low level.
 - b. They did not have their moisture meter with them but they believed it to be condensation and not a rising damp issue.
 - c. A little more mould was found in the kitchen adjacent to the single glazed window.
 - d. The resident had said that bathroom was ok and did not need inspecting.
27. The Property Manager attended again on 8 March 2021, with a moisture meter and said that the areas were dry which confirmed condensation. A job to carry out a mould wash was raised on 9 March 2021. The landlord also wrote to the resident to say that mould was evident behind the bed in the bedsitting room and that the area was tested with an electrical moisture meter and found to be dry. The mould pattern and the moisture test indicate that this condition could be attributed to condensation. The landlord said that condensation could be managed and included some information about how that could be done.

28. On 10 March 2021, the landlord emailed the resident to advise that its response to her complaint, which it had said would be issued that day, would now be sent on or before 17 March 2021.
29. On 16 March 2021:
- a. The resident called to say that her son kept falling ill due to the mould and damp in the bed sitting room. She also asked when someone would attend to carry out the works.
 - b. The landlord issued its stage one response. The complaint was not upheld. The landlord said that there had been no service failures by it or its contractors, all repairs raised since the start of 2020 had been attended within its expected timeframes, and the disrepair team had also attended in that timeframe. Following a recent inspection, jobs had been raised for a mould wash. The landlord apologised that it had been unclear in the past about the need for the resident to be decanted. However, no works would be required to her flooring, and she would not need to be decanted whilst these works took place.
30. On 18 March 2021, the resident contacted the landlord to escalate her complaint. The resident said that the landlord had offered no solutions to any of the points made in her complaint. After complaining about mould and damp for two years, she had no idea why the stage one response only seemed to be referring to things happening in 2020. Also why if all that was needed was a wall wash why wasn't that done when she first started complaining two years ago. The resident said that she had handed in a doctor's letters to the landlord's office regarding her son and sickness caused by damp. The resident said that her own health was getting worse because of the stress caused by their living conditions and the appalling way this had been handled over the past two years, not to mention the items she had had to throw out because of mould. The resident said that this was not a reasonable solution.
31. On 30 March 2021, the landlord raised an order for an independent damp survey of the resident's property.
32. On 9 April 2021, the landlord emailed the resident to advise that its response to her complaint, which has be due by 8 April 2021 had been delayed and that it would provide this on or before 26 April 2021.
33. On 20 April 2021, the landlord's contractor emailed the landlord to advise that it had called the resident to book an appointment to install the ventilation units on 23 April 2021 but the date was not convenient and so the appointment had been booked for 28 April 2021.

34. On 26 April 2021, the landlord again advised the resident that its response to her complaint would be delayed. It said that it hoped to provide its response on or before 4 May 2021. The landlord did not provide its response and on 4 May 2021 said that it would now be issued on or before 18 May 2021.
35. The landlord issued its stage two, and final response, on 10 May 2021. The landlord partially upheld the resident's complaint and apologised for the length of time she had waited for the repairs to be completed. The landlord went on to:
- a. Explain that it was not able to investigate complaints that go back several years if the matter that gave rise to the complaint was not reported to it within 12 months.
 - b. Acknowledge that over the last 2 years there had been several leaks that had caused water damage to the resident's home and that it appreciated how distressing that must have been. However, each of the separate repairs were carried out within the expected timescales and so it was unable to find fault with the repairs service in that period.
 - c. In May 2019, the resident suffered a leak from the property above which was not fully resolved until December 2019 which was outside of its normal timeframes, for which it apologised.
 - d. On 11 September 2019, it visited the resident's property and an order was issued for a PIV unit to be installed in addition to upgraded humidistat extractor fans in the kitchen and bathroom, however the resident had declined these works. The landlord strongly recommended that the resident allow the works to go ahead, explaining that the equipment had a proven track record in improving problems of condensation and mould growth.
 - e. During its visit on 11 September 2019, water was seen to be leaking from the low-level roof, causing damage to the resident's bed sitting room and it understood work to put this right was completed on 25 October 2019.
 - f. On 7 October 2019 the resident experienced a leak from the bed sitting room radiator. A temporary make safe repair was carried out and the permanent repair was resolved on 18 October 2019.
 - g. After receiving a Letter of Claim from the resident's solicitors dated 10 October 2019, its disrepair team conducted a survey on 21 October 2019 which noted that there were some areas of damp to the bed sitting room, hall, and kitchen areas. At the time of the report neither the leak from the low-level roof nor the property above had been resolved and the leak from the bed sitting room radiator had only been completed a week prior.
 - h. Following the outcome of the survey on 21 October 2019, the disrepair team tried to arrange a further inspection of the resident's home. Appointments were made for the 19 November 2019, 10 December 2019 and 23 January

2020, on each occasion access was not available. Access was granted on 13 February 2020, and its Property Manager visited the resident on 1 and 8 March 2021.

- i. During their visit on 8 March 2021 its Property Manager used a damp meter to record any moisture level within the walls. His report confirmed that the readings were normal and within the green zone, indicating that there was no rising damp.
- j. To fully address the resident's concerns regarding water penetration into her home, the landlord proposed the following steps:
 - i. That it arrange for an independent damp survey to be carried out by a RICS surveyor to identify any areas of concern.
 - ii. The mould wash offered would be carried out to all affected areas, noting that the areas directly in front of the affected walls would need to be cleared to allow the operative to complete the works.
 - iii. That access be provided for its contractor to install the PIV and upgraded humidistat fans in the kitchen and bathroom, its contractor would contact the resident direct to arrange a date and time that was convenient for her.

Matters that occurred following the landlord's final response.

36. On 18 May 2021, the ventilation contractor confirmed that the ventilation works had been completed on 28 April 2021.

37. On 11 June 2021 an independent damp survey of the resident's property was carried out. The report was issued in July 2021 and said that:

- a. The bathroom showed no evidence of any damp issues be they rising damp or condensation.
- b. The introduction of the extractor fans and the positive pressure system had assisted in reducing any condensation issues and there appeared to be no defects to the damp proof course (DPC).
- c. Within the kitchen there was evidence of old mould growth on the walls at low level. This should be removed by using a mould wash treatment.
- d. Within the bedsitting room there was evidence of dampness on the right-hand flank wall. This would appear to be rising dampness possibly from the communal hall on the other side of the wall. The recommendation for the treatment of this area was to undertake a mould wash treatment followed by the application of a damp proof wall membrane covered with a dot and dab plasterboard and skim coat. The skirtings would also have to be renewed.
- e. There were no other defects noted to the property.

- f. It should be impressed upon the resident the low cost of running the extractors and the pressure unit. It is extremely important that these units are fully utilized and not switched off. Guidance could be given to the resident on the running costs to encourage the efficient use of these units.

38. On 19 January 2022, the landlord advised this service that all the works recommended in the Independent Damp Survey were outstanding and that it currently had no confirmed dates however, it would forward these once its contractor has agreed appointments.

Assessment and findings

39. The Ombudsman's role is to consider whether the landlord responded appropriately to the resident's concerns by adhering to its policies, procedures, and any agreements with the resident, and that the landlord acted reasonably, taking account of what is fair in all the circumstances of the case.

Scope

40. The resident has expressed concerns regarding the impact the situation has caused to her and her son's health. This Service is unable to draw conclusions on the causation of, or liability for, impacts on health and wellbeing as claims of personal injury must, ultimately, be decided by courts of law who can consider medical evidence and make legally binding findings. Nonetheless, consideration has been given to the general distress and inconvenience which the situation may have caused the resident.

Response to the resident's reports of damp and mould at her property.

41. In accordance with the Landlord and Tenant Act 1985 and its repairs policy, the landlord is responsible for structural repairs. Once on notice, the landlord is required to carry out the repairs or works it is responsible for within a reasonable period of time, in accordance with its obligations under the terms of the tenancy agreement and in law. The law does not specify what a reasonable amount of time is; this depends on the individual circumstances of the case.

42. Following the resident's report 5 September 2019, the landlord visited the property within four working days, on 11 September 2019. The report said that specialist ventilation would be arranged, that there was damage to a number of walls and that ongoing leaks needed investigating. The landlord was also advised that there was a young child at risk in the property.

43. Once the landlord was aware that there may be a vulnerable person in the property, the resident having a young son of approximately five months old at the time, it would be expected to consider what additional support, consideration or variation in usual service provision might be appropriate.

44. Following its visit on 11 September 2019, the landlord promptly made appointments for the ventilation units to be installed, in accordance with the timescales given in its repairs policy, with appointments made on 20, 23 and 30 September 2019. The landlord also raised a job to hack off the plaster to the hallway and kitchen wall, to dry and replaster at that time. The landlord's records note that neither of these jobs were completed at that time due to access issues.
45. Following a Letter of Claim from the resident's solicitors on 10 October 2019, the landlord carried out a building and strategic asset management survey (SAMs) on 21 October 2019 to assess the extent of damp and mould to the property. The report noted that there were significant signs of rising damp in the property and made a number of recommendations as to what action the landlord should take including identifying the source of the leak, for the installation of the mechanical ventilation units and to arrange a damp survey to establish the cause of the damp.
46. Having been advised that there were significant signs of rising damp in the property, and knowing that the resident had a baby son and that the property was a bedsit, the landlord would be expected to carry out the necessary steps to resolve any disrepair and address any impact on the residents of the property. It would also have been reasonable for the landlord to consider whether a decant would be appropriate as it is imperative that residents are not left living with damp and mould for an extended period. There is no evidence of the landlord doing so at that time. In February 2020, the landlord did refer to a temporary or permanent decant in response to a request from the resident but said that it would need to carry out another inspection in order to make a conclusion as to whether that would be justified. By October 2020, the landlord had told the resident that she would not be offered a decant as the works could take place while she remained in the flat, despite no further survey taking place until 1 March 2021.
47. This service has not been provided with contemporaneous evidence of the repairs the landlord carried out at that time, however, in its final response to the resident's complaint, the landlord said that that the leak from the low level roof was completed on 25 October 2019, an initial repair to the lounge radiator carried out on 7 October and permanently resolved on 18 October 2019. It also acknowledged that the leak from the property above was not fully resolved until December 2019 which it said was outside of its normal timeframes, for which it was appropriate that it apologised.
48. There is evidence of the landlord continuing to seek to install the mechanical ventilation and to arrange a damp inspection, on multiple occasions between 20 November 2019 and 1 March 2021. During this time, the landlord said that the resident either was not at the property to provide access or refused for the works to go ahead. The resident has said that she had never had an appointment booked.

49. This service has seen evidence of the landlord emailing the resident to arrange appointments and emails from the landlord's contractor advising that the resident had refused works. Whilst it is evident that the resident was understandably frustrated as she felt that nothing was being done in terms of addressing the damp, there was an obligation on the resident, to reasonably allow access for works to go ahead.
50. As access was proving to be a blockage to progressing the works, and as the resident had contacted the landlord on several occasions to raise concerns that the damp and mould were affecting her son's health, it would have been reasonable for the landlord to have discussed the resident's concerns with her and to have considered what steps it could take to reassure her. It would also have been reasonable for the landlord to have reminded the resident of her obligation, under the terms of her tenancy, to provide access and were she not to provide it for the landlord to consider taking action to enforce the terms of her tenancy to allow it to complete works that it was responsible for. There is no evidence that the landlord did either of these things.
51. The landlord carried out two further inspections, on 1 and 8 March 2021, following which it said that it did not believe the issue to be rising damp but condensation, noting that its meter readings had indicated that the affected walls were dry and recommending a mould wash.
52. In its stage one response of 16 March 2021, the landlord acknowledged that mould was evident behind the resident's bed. The also landlord apologised that it had been unclear in the past about the need for the resident to be decanted whilst the works took place, saying that as no works would be done to her flooring she could remain in the property.
53. However, the landlord made no reference to the length of time it had taken for it to address the mould, apart from saying that an inspection had been raised on 6 October with a visit arranged for 14 October 2020 but that it could not gain access. The landlord also made no reference to the inspection it carried out in October 2019, which stated that there was significant signs of rising damp within the property. Instead the landlord only referred to the result of the inspections it had carried out over the course of 1 and 8 March 2021, attributing the mould to condensation and saying that it would arrange routine appointments for a mould wash to be carried out.
54. The landlord did not demonstrate at this time that it had considered the diagnosis of rising damp identified in its inspection in October 2019 and whether this was still a problem in the property. It was therefore understandable that the resident would feel that she was not being listened to and that her concerns had not been taken seriously.

55. After the resident escalated her complaint, on 18 March 2021, saying that the landlord had offered no solutions to her concerns, that her and her son's health had deteriorated due to the conditions they were living in, and that she had thrown items out because of the mould, the landlord raised an order on 30 March 2021 for an independent damp survey to be carried out.
56. The landlord issued its final response on 10 May 2021. The landlord apologised for the delay in repairing a leak from May to December 2019 and noted that its Disrepair Team had surveyed the resident's property on 21 October 2019. The landlord then went on to refer to issues it had experienced gaining access to arrange an inspection of the resident's property between 19 November 2019 and 13 February 2020, when access was granted. However, the landlord failed to address what had happened between 13 February 2020 and its Property Manager visit on 1 March 2021, over a year later.
57. The landlord did propose that an independent damp survey be carried out, which was a reasonable step for the landlord to take, however, this could have happened much earlier. Particularly as there was a significant difference in the outcomes of the inspections carried out on 21 October 2019 and 1/8 March 2021.
58. By the time the landlord agreed to do so, over 20 months had passed since the resident had initially raised her concerns in September 2019. Whilst it is acknowledged that there were delays due to a lack of access, there is no evidence of the landlord seeking to establish why the resident may not have been providing access or of the landlord being empathetic to her concerns about having the works done with her and her son in the property. It is also recognised that between March and June 2020 there were restrictions on the landlord's ability to carry out inspection or to complete works, which continued to have a knock on impact following the easing of restrictions in July 2020. However, these alone would not account for the excessive delay in the landlord carrying out the necessary repairs to the resident's property.
59. It would have been appropriate for the landlord to acknowledge in its final response the full impact the ongoing situation was having on the resident and her son. However, there is no evidence of the landlord doing so. In the resident's initial complaint to the landlord the resident also advised that she had handed a copy of her doctors letter to the estate office, which she said referred to her son getting fungal rashes and that she kept getting flair ups with her Crohn's disease. A copy of this letter has not been seen by this service.
60. Where appropriate, landlords should consider at an early stage whether moving the resident out of the property to suitable accommodation is necessary, either on a temporary or permanent basis. This will ensure that residents are not left living in unsatisfactory conditions for months before a decant is considered. This is particularly important with respect to vulnerable residents. In this case the

landlord did not agree to consider a decant until February 2020, at which point it said that it would need to do another inspection before it could decide, and then refused the decant prior to any other inspection taking place.

61. Given the level of failures identified in this report, and the distress and inconvenience, time and trouble, experienced by the resident as a result, a finding of severe maladministration has been made. The landlord has been ordered to apologise to the resident and pay her a total of £2,000 compensation. This being equivalent to £100 per month for the 20 months between when the landlord was originally put on notice, on 21 October 2019, of significant signs of rising damp within the property and the independent damp survey that was carried out on 11 June 2021 which confirmed the same.
62. This figure is in line with our Remedies guidance, which suggests amounts of £1,000 and above in cases where the landlord's repeated failures have had a significant impact on the resident and where its response further undermined the landlord/resident relationship. It also takes into account the personal circumstances of the case and most especially that landlord had been aware from the start that there was an vulnerable infant in the property and yet failed to evidence that it had considered the risk of detrimental impact on his health and well-being in its handling of the repairs. The landlord has also been ordered to undertake a senior management review of the case to help prevent similar failures reoccurring.
63. The independent damp survey was carried out on 11 June 2021 and found that within the bedsitting room there was evidence of what would appear to be rising damp. This was the same finding as the landlord's own building and strategic asset management survey (SAMs) of 21 October 2019, over 20 months earlier.
64. The survey recommended a mould wash treatment within the bedsitting room be followed by the application of a damp proof wall membrane covered with a dot and dab plasterboard and skim coat. The skirtings would also have to be renewed. The report also noted that the extractor fans and the PIV units, which the ventilation contractor had confirmed had been installed on 28 April 2021, were assisting in reducing any condensation and that a mould wash treatment was required in the kitchen.
65. Despite the fact that it had already been put on notice regarding potential rising damp in the resident's property on 21 October 2019, and that this diagnosis had been confirmed by an independent damp survey in June 2021, in January 2022, the landlord advised this service that all the works recommended in the Independent Damp Survey were outstanding and that it currently had no confirmed dates. The landlord therefore been ordered to confirm if these works have now been completed and if not for the landlord to ensure that the required works are progressed in a timely manner.

Handling of the associated complaint.

66. The Tenant's handbook states that the landlord has a two stage formal complaints process. At the Complaint stage, stage one, a resolution will be offered within seven working days. At the Review stage, final stage, the resident will receive a written response within 10 working days. The Tenancy handbook also advises that if a resident remains dissatisfied after the review stage they can make a complaint to this service.
67. The resident logged a formal complaint with the landlord on 22 January 2021. According to the Tenants Handbook, the landlord should have provided a resolution by 1 February 2021, within seven working days. The landlord did not provide its response and so the resident chased the landlord on 5, 8 and 17 February 2021.
68. It was not until 24 February 2021, that the landlord acknowledged the resident's complaint and apologised for the delay, explaining that this was due to increased workload and backlog of cases. The landlord said it would provide a written response by 10 March 2021. On 19 March 2021, the landlord emailed the resident to advise of a further delay and that it would provide its response on or before 17 March 2021.
69. The landlord issued its stage one response on 16 March 2021, 38 working days after the resident had initially logged her complaint. Even taking into account an increased workload and backlog, this was not a reasonable amount of time for the resident to have to wait for the landlord's response. It would therefore have been appropriate for the landlord to acknowledge the length of the delay in its response and to apologise to the resident. However, there was no mention of the delayed response and no apology, despite the landlord noting that the complaint had been received on 22 January 2021.
70. The resident escalated her complaint on 18 March 2021. According to the Tenants Handbook, the landlord should have provided a resolution by 1 April 2021, within 10 working days. On 9 April 2021, the landlord emailed the resident to advise that its response had been delayed and that it would provide this on or before 26 April 2021. The resident was advised on 26 April and then again on 4 May 2021 that there would be further delays to its response.
71. The landlord issued its final response on 10 May 2021, 40 working days after the resident had escalated her complaint. Again, this was not a reasonable amount of time for the resident to have to wait and again the landlord made no mention of the delay in its response nor made any apology to the resident.
72. Given the significant delays in the landlord providing its response at both stages of its complaints process and, more significantly, its failure to either acknowledge or apologise to the resident for the delay in its response at either stage, a finding

of maladministration has been made. In order to redress these failings the landlord has been ordered to apologise to the resident and to pay her £300 compensation. This is in line with this service's Remedies guidance which suggests compensation of up to this amount where the landlord has failed to acknowledge its failings and have made no attempt to put things right. Further orders have also been made with regards to actions the landlord is to take in order to help prevent failures reoccurring

Determination (decision)

73. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its response to the resident's reports of damp and mould at her property.

74. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in respect of its handling of the associated complaint.

Reasons

75. There were excessive delays in the landlord progressing the works to remedy the rising damp that had been identified by its Disrepair Team in October 2019, that cannot be fully justified by Covid restrictions or issues with access. The landlord failed to evidence that it had taken into account the personal circumstances of the resident either in respect of its handling of the repairs or in its decision to refuse to decant the resident and her son. The landlord failed to recognise, given the age of the resident's son, the risk of detrimental impact on his health and well-being.

76. There were excessive and unreasonable delays in the landlord providing its responses to the resident's complaint at both stages of the complaints process, which the landlord failed to either acknowledge or apologise for in those responses.

Orders and recommendations

77. That within 28 days calendar days of the date of this determination, the landlord is to:

- a. Apologise to the resident and pay her a total of £2,300, made up as follows:
 - i. £2,000 for the failures identified in this report in relation to its response to her reports of damp and mould at her property.
 - ii. £300 for its handling of the associated complaint.
- b. To undertake a senior management review of the case to help prevent failures reoccurring. The review is to address three specific issues of concern:

- i. How the landlord records vulnerabilities and takes appropriate action.
- ii. Its communication and approach to gaining access to properties where necessary.
- iii. The circumstances and steps it takes to provide a decant.

The outcome of this review is to be reported to both this service and the landlord's governing body. The senior managers carrying out the review must have had no previous involvement with this case.

- c. Provide this service with an update on the works recommended in the independent damp survey carried out on 11 June 2021.
 - i. If the works have not been yet completed, the landlord is to provide a report to the senior management team who will be undertaking the review of this case, to agree a way forward. Once this has been agreed with the senior management team, the landlord is to forward its plan to the resident for her agreement and to this service for our information.
 - ii. The landlord is also to consider whether, on the basis of the findings of this report, further compensation might be due for any delays between 11 June 2021 and the completion of the works. The landlord's decision is to be signed off by the senior management team carrying out the review of this case. The landlord is to then to write to the resident and this service to confirm what its position is and to provide an explanation for this.
- d. Review the complaint handling failures identified in this report. The landlord is then to confirm to this service what steps it has taken to ensure that similar failings do not happen in the future, such as staff training and reviewing processes in line with the Ombudsman's Complaint Handling Code.