

Housing

Ombudsman Service

REPORT

COMPLAINT 202006150

Inquilab Housing Association Limited

20 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. The complaint is about the landlord's:
 - a. Response to the resident's reports of a roof leak and defective pointing.
 - b. Complaint handling.

Background and summary of events

Background

2. The resident has an assured tenancy agreement with the landlord that started in 2011. The property is a two-bedroom house. The resident is vulnerable; he is disabled and has chronic health conditions. He lives with his son who is his registered carer.
3. Under the tenancy agreement, the landlord is responsible for keeping in repair the structure and exterior of the premises including, among other things, the roof, the outside walls, and the internal walls, floors and ceilings.
4. The landlord's repair and maintenance policy says that it will complete repairs within 24 hours if it is an emergency; and complete all non-emergency repair requests within an average of twenty working days. The policy says that when a repair request is received, it will offer a convenient appointment date for the repair and tell the resident approximately how long they will have to wait for the repairs to be completed.
5. The landlord has a two-stage complaints procedure. This says that it aims to response to complaints at stage one and two within ten working days.

Summary of events

6. On 23 September 2020 the resident approached the Ombudsman. He said he had made a complaint to the landlord about his leaking roof, but it had not responded.
7. The repairs log evidences that a repair for a leaking roof which was raised on 12 October 2020 was cancelled.
8. The repairs log evidences that a further routine repair for the leaking roof was raised on 19 October 2020 and was resolved on 22 January 2021. The complaint response dated 15 October 2021 said that roof tiles were replaced at this time.
9. On 19 October 2020 the Ombudsman asked the landlord to respond to the resident's complaint. There is no evidence that it did so.
10. On 18 May 2021 the landlord raised a routine repair in connection with the leaking roof. The repairs log evidences that this repair was resolved on 30 June 2021. The complaint response dated 15 October 2021 said that further remedial work took place to the roof at that time.
11. On 11 June 2021 the landlord told the resident that it had raised the roof repair as a recall, and it would carry out a condition survey. It said these appointments should be made within the next week.
12. On 22 June 2021 the resident contacted the Ombudsman saying he had not received a complaint response from the landlord and the leaking roof had not been repaired.
13. On 7 July 2021 the Ombudsman asked the landlord again to issue a complaint response to the resident.
14. Meanwhile, on 9 July 2021 the landlord raised a repair for stain blocking at the property. The repairs log evidences that this job was cancelled.
15. On 22 July 2021 the landlord spoke to the resident. It noted that the roofing and pointing were ongoing issues and that it would investigate further and let him know how it planned to resolve these matters.
16. As the landlord did not issue a complaint response to the resident, on 5 August 2021 the Ombudsman issued a Complaint Handling Failure Order and ordered it to provide a written stage one response to the resident within five working days.
17. On 9 August 2021, as a stage one response had not been provided, the Ombudsman decided that the complaints procedure had been exhausted and that we would consider the complaint for investigation. On 19 August 2021 the

Ombudsman told the landlord that it had accepted the resident's complaint for investigation.

18. Also on 9 August 2021, the landlord told the resident that it was sorry that the issue with his roof had not been resolved. It said it had raised a recall under the original works order and had asked the contractor to contact him directly to book in an appointment to carry out the necessary works. The repairs log evidences that this work order was awaiting booking; it also evidences that it was completed on 19 October 2021 but there are no payment details on the log which suggests it was not completed.
19. On 26 August 2021 the landlord told the resident that it asked its surveyor to carry out a joint inspection of the property with its contractors look at the condition of the property and identify all outstanding works including resolving issues with the roof.
20. The landlord noted that on 31 August 2021 a joint visit with the contractor had taken place to review the completed works following correspondence from the resident.
21. On 9 September 2021 the landlord told the resident that it was arranging scaffolding to allow further investigation of the roof.
22. On 10 September 2021 the resident reported a leak from the plumbing in his bathroom. This was attended to as an emergency repair; the works relating to this leak were completed on 11 October 2021.
23. On 21 September 2021 the landlord told the resident that its surveyor had agreed a schedule of works and it was carrying out the remedial works at that time. It added it had asked the contractor to contact him directly to book in the necessary works. The evidence suggests this relates to the bathroom repairs, rather than the roof.
24. On 11 October 2021 the landlord noted that there had been a post-inspection survey and all works had been completed. The evidence suggests this related to the bathroom as this was the day those works were completed.
25. On 13 October 2021 the resident provided this Service with photos of damage the leak from the roof was causing to the bedroom ceiling and wall; a hole in the roof within the brickwork over the backdoor where there was a loose brick, this meant he could not use his back door; flooding in the alleyway which came above the level of the damp proof course; and a crack in his son's room.
26. The repairs log evidences the same day that a routine work order was raised to carry out pointing on the side elevation. The log notes that the work was approved but does not evidence a completion date.

27. On 15 October 2021 the landlord sent a stage one complaint response to the resident. The main points were:
- a. Tiles on the roof were replaced on 22 January 2021 and further remedial works were completed to the roof on 30 June 2021. The surveyor attended on 9 September 2021 to inspect and found that the roof showed no signs of communal leaks. Following the resident's allegations that no works had been carried out, the surveyor attended and confirmed on 11 October 2021 that works had been completed. The remaining works were due to be completed on 20 October 2021.
 - b. Its records showed the resident was unable to accommodate appointments on 10 August and 9 September 2021.
 - c. It confirmed that the resident had received responses to all the requests he had submitted to the tenant portal and gave details of that.
28. The landlord explained how the resident could escalate the complaint.
29. On 17 October 2021 the landlord told the resident that its engineer would attend the property on 20 October 2021 to carry out works.
30. By the resident's account, a roofing contractor attended on 20 October 2021 and took photos of the pointing and loose bricks at the back of the house and said he would need scaffolding to carry out the repair.
31. On 21 October 2021 the resident told the landlord by text that his roof had leaked due to the heavy rain the previous night.
32. On 24 October 2021 the landlord told the resident that its engineer would attend the property on 27 October 2021 to carry out works.
33. On 9 November 2021 the landlord told the resident that works were booked in for the following day to repair the pointing and it had asked its contractor to look at the bricks above the back door as he had raised that as a concern today. The resident responded the same day saying he had made the landlord aware that he had a hospital appointment the next day and would not be available. He said he wanted to be present when the work was carried out. It appears his email was sent to a "do not reply" email address.
34. On 25 November 2021 the landlord told the Ombudsman that, following engagement with this Service, it was looking at the resident's complaint.
35. On 30 November 2021 the landlord told the resident that it had made an appointment for 15 December 2021 to complete the pointing and inspect the brickwork that he had recently raised as an issue. It added that, as that was the

third time, he had not allowed access, it would also be looking at seeking a legal injunction to prevent any further delays.

36. On 2 December 2021 the resident told the Ombudsman that the landlord had made some appointments without consulting him. He said contractors attended on 20 and 27 October 2021 – at the first visit they took photos and said they would need scaffolding; at the second visit they spoke to his son but did no work.
37. On 14 December 2021 the landlord told the Ombudsman that the resident had cancelled the appointment with the contractor to carry out the necessary pointing works on 15 December 2021 and these had been re-booked for 31 December 2021. It added it would also inspect the roof to ensure there was no new damage and that it was continuing to pursue a legal injunction in order to complete the works. This Service notes that the resident told this Service on 13 December 2021 that he would be at a funeral on the following day and unavailable on 15 December 2021.
38. On 15 December 2021 the landlord sent the resident a final complaint response. The main points were:
 - a. Its surveyor had carried out an inspection in September 2021 and works to the roof were completed in October 2021. The surveyor had confirmed on 11 October 2021 that the works were complete and there were no further signs of leaks.
 - b. The repointing work on the side of the property remained outstanding. However, the resident had cancelled the appointment on at least three occasions and so it had been unable to complete this work. This was booked in for 31 December 2021.
 - c. The contractor would also re-inspect the roof and pointing at the rear of the property.
39. The landlord did not uphold the complaint. It signposted the resident to the Ombudsman.
40. On 31 December 2021 the landlord told the Ombudsman that the resident had cancelled the appointment arranged for that day today. It added it would continue with its claim to obtain an access injunction.
41. When the resident approached the Ombudsman, he was adamant that no repairs had been carried out on the roof or the pointing. He said the texts provided to the Ombudsman related to a bathroom leak, not the roof repair. He said a contractor had told him that scaffolding was required but had not been put up or any roof repair carried out. He said that every time it rained, the roof leaked. He also said that no stain blocking had been carried out. The resident said other issues were

ongoing such as rain leaking under the front door of the property and flooding in the alleyway beside it. He said the whole experience had been “stressful”.

Assessment and findings

The landlord’s response to the resident’s report of a roof leak and defective pointing

42. While the resident has provided this Service with evidence that he has been contacting the landlord about a leak to the roof since 2015, this report has focussed on events since September 2020 when he approached the Ombudsman.
43. While the landlord took action in response to the resident’s reports of leaks in October 2020 and May 2021, it did not do so within a reasonable timescale taking over thirteen weeks and six weeks respectively. That was not appropriate.
44. These repairs did not resolve matters and by July 2021 the landlord had acknowledged that the roofing and pointing issues were ongoing and said it would investigate further. In September 2021 it was decided that scaffolding was needed to do so. There is no evidence that the landlord took further action in relation to the roof which has remained outstanding for fifteen months. That was a serious service failure.
45. The landlord’s eventual complaint response to the resident in October 2021 contained incorrect information about the roof:
 - a. The response said that the surveyor had decided on 9 September 2021 that no further investigation was needed. This contradicted the landlord’s view the same day that scaffolding was required to investigate the roof further.
 - b. The response said that the surveyor had said there was no sign of further leaks on 11 October 2021 but this related to the bathroom leak, rather than the roof leak.
 - c. The confirmation from the surveyor that all works had been completed on 11 October 2021, referred to in the response, again related to the bathroom repairs, not the roof.
46. The landlord repeated this incorrect information in the final response of December 2021.
47. Following this final complaint response, the landlord has made appointments which appear to be in relation to the pointing. There is evidence of three cancellations – one that the resident appears to have sent to a “no reply” email address in November 2021 (which would not have reached the landlord) and two further cancellations in December 2021. However, without the scaffolding, it is unclear how the pointing repairs could be properly carried out. The pointing

repairs therefore appear outstanding despite the landlord's suggestion that it would obtain an injunction to carry out the work. The failure to complete these repairs is a service failure.

48. In relation to the failures identified, the Ombudsman's role is to provide fair and proportionate remedies where maladministration or service failure has been identified. In considering this the Ombudsman takes into account our Dispute Resolution Principles: Be Fair, Put Things Right and Learn from Outcomes as well as our own guidance on remedies.
49. The significant delays in completing repairs to the roof and pointing have evidently caused distress, inconvenience and frustration to the resident. He and his son have been living in a property for at least fifteen months where the roof leaks when it rains. The resident has provided photos of the damage to internal walls which are stained and where the plaster has cracked and is broken.
50. An order has been made below for compensation of £2,250 for the impact on the resident and his son. This sum takes into account the distress and inconvenience caused to them as a result of the length of time that these repair issues have been ongoing without resolution. It also considers the resident's vulnerability – his disability, poor health, and the fact that he needs a carer. The Ombudsman considers these increased vulnerabilities as aggravating factors when considering redress which justifies an increased award to reflect the specific impact on him. It is also within the range of amounts that the Ombudsman can order when he has found evidence of maladministration. This includes cases where there has been repairs matters outstanding over a significant period.
51. The repairs policy says that it will respond to a routine repair within an "average of twenty working days". It would be better customer service for the policy to give a timescale that it is aiming to complete the repair in, rather than an average. The way the policy currently stands means that the landlord could have long delays in carrying out some repairs but still meet the average timescale by completing some (potentially more straightforward) repairs very quickly. A recommendation has therefore been made, below, for the landlord to consider amending this policy.

Complaint handling

52. The landlord's complaint handling was not appropriate. It failed to provide a complaint response to the resident even after significant contact from this Service, which resulted in a Complaint Handling Failure Order.
53. The Ombudsman is aware, from other complaints, that it is likely the landlord did not read the emails from the Ombudsman in relation to this (and other) complaints. This lack of response suggests that there was a failing in

administering and monitoring an old email address. This might also explain why the resident's original complaint went unanswered. The failure to monitor this inbox meant that the landlord was unable to engage with the resident and this Service to resolve the matters complained about at the earliest opportunity. This is a serious failing by the landlord which likely resulted in considerable contact from residents going unanswered. Accordingly, there was severe maladministration by the landlord in respect of its complaint handling.

54. Following engagement with this Service, the landlord issued formal complaint responses to the resident – over one year after the resident's formal complaint and our initial contact. This was an opportunity to investigate properly and take steps to achieve a resolution in this instance. However, as outlined above, both the stage one and two complaint responses contained incorrect information.

55. Financial compensation of £350 is appropriate here for the evident frustration and inconvenience caused to the resident by the lack of responses to his complaint and for the incorrect information subsequently given. The lack of responses meant that the resident had to approach the Ombudsman to bring a conclusion to this matter.

Determination (decision)

56. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration by the landlord in respect of its response to the resident's reports of a roof leak and defective pointing.

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

Reasons

58. There have been delays of almost fifteen months in response to reports of a leaking roof and defective pointing. There is no evidence of substantive action being taken. The later complaint responses on this matter confused the roof repair with the bathroom repairs and concluded, incorrectly, that the issues were resolved.

59. The landlord failed to respond to the resident's initial complaint and subsequent contact from the Ombudsman. This meant that the issues were not resolved at the earliest opportunity.

Orders

60. The landlord shall take the following action within four weeks of this report (unless stated otherwise) and provide the Ombudsman with evidence of compliance with these orders:

- a. Apologise to the resident for the failings identified in this report relating to repairs and complaint handling.
- b. Pay the resident the sum of £2,600 made up of:
 - i. £2,250 for the impact of the delay in completing repairs.
 - ii. £350 for the impact of the complaint handling failures.
- c. Take the following repairs action:
 - iii. Investigate and fully resolve the leaking roof.
 - iv. Assess the extent of the pointing required and then carry out this work.
 - v. Carry out internal repairs to the areas affected by the leaks.
 - vi. Redecorate the areas affected by the leaks also.

Recommendations

61. It is recommended that the landlord takes the following action:

- a. Amend its repairs policy to give a timescale that it is aiming to complete repairs within.
- b. Investigate and resolve:
 - i. The water that leaks through the front door.
 - ii. The flooding in the alleyway at the side of the house.