

Housing

Ombudsman Service

REPORT

COMPLAINT 202105939

Inquilab Housing Association Limited

11 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 reports of a defective shared pipe leaking water into the resident's property.
 - b. Complaint handling.

Background and summary of events

Background

2. The resident is a leaseholder of the landlord and has shared ownership of a property which started in 2007. The property is a three-bedroom flat. The landlord is also a leaseholder and there is a managing agent appointed by the freeholder to oversee the building. This Service has not seen a copy of the Head Lease.
3. The Ombudsman understands that the freeholder has responsibility, among other things, to keep the structure and exterior of the building in good repair and to maintain and repair all the communal parts of the building and estate.
4. The landlord's complaint procedure says that it will try to resolve a complaint informally at first. If a resident remains unhappy the landlord will respond formally to a complaint at stage one within ten working days and at stage two within twenty working days.
5. In July 2020 the Ombudsman issued a new Complaint Handling Code which set out good practice that allows landlords to respond to complaints effectively and fairly. The revised Housing Ombudsman Scheme allows the Ombudsman to issue a Complaint Handling Failure Order where a landlord is failing to comply

with its membership obligations. Examples of when this may happen include failure to progress a complaint through the complaint procedure.

Summary of events

6. The repair log evidences that a contractor attended to locate the source of water leaks affecting the resident's flat among others on 16 April 2021.
7. The evidence suggests that a repair was completed the following month and an inspection survey on 28 May 2021 confirmed that the repair was successful.
8. Following contact from the resident, the Ombudsman wrote to the landlord on 10 June 2021 saying the resident had complained to the landlord about four weeks previously about a shared pipe which had released water into his flat. He said this had since dried but had caused damage valued at £50 to the property. We asked the landlord to respond to the resident under its formal complaint procedures.
9. The Ombudsman contacted the landlord about this again on 29 June and 7 July 2021. The resident subsequently confirmed he had not yet received a stage one response from the landlord.
10. On 21 July 2021 the Ombudsman issued a Complaint Handling Failure Order to the landlord. We ordered it to provide a written stage one response to the resident within five working days.
11. On 28 July 2021, as a stage one response was not provided to the resident, the Ombudsman decided that the landlord's complaints procedure had been exhausted and that we would consider the complaint for investigation.
12. On 20 September 2021 the landlord noted that the resident had reported an issue with a communal waste pipe. It asked the managing agent to investigate and resolve. On 30 September 2021, following further contact from the landlord, the managing agent said it had raised the repair again and marked it as "urgent".
13. On the same day the landlord told the resident that it was sorry to hear that the issue regarding the leak had been ongoing for some time. It said its contractors had attended a neighbouring flat on 15 May 2021 and a post-inspection on 28 May 2021 had confirmed the issue had been resolved. The landlord noted that he had reported a further issue on 10 September 2021. It explained that, as the leaseholder, it was not responsible for the structural components of the building. These were the responsibility of the freeholder and it had contacted the managing agent to attend as a matter of urgency. The landlord said that, in light of the stress and inconvenience, it was happy to offer £50 compensation and arrange a weekly contact agreement to ensure the issue was resolved in a timely manner.

14. On 16 February 2022 the resident told the Ombudsman that the leak had restarted.
15. In May 2022 the landlord told this Service that it had not received the Ombudsman's emails relating to this case. It said that the email that was used by the Ombudsman had not been in use after 27 May 2020 and not reviewed after 19 May 2021 but that an automated message response directed residents to its portal and non-residents to an online enquiry form. The landlord added that it would have expected the automated message and lack of response to have triggered the Ombudsman service to have tried an alternative contact for it.
16. In response, the Ombudsman said we had looked through all the landlord's cases and we had not seen any automated responses or bounce backs at all from the old customer services email address advising us that the mailbox was not in use or giving alternative contact details. We explained that, if we had received an automated email like that at any point on any case, we would have updated the contact details we held centrally on file for the landlord.
17. When he approached the Ombudsman, the resident said that the leak had not been resolved and was ongoing. He explained that it was a "slow leak" and was in a closet. He said that it was damaging the wall and the carpet. He said the landlord had increased its compensation offer to £200 or £250 but he had not received it. By way of outcome, he said he wanted the leak resolving fully as it was affecting not only his, but several properties in the building.

Assessment and findings

The landlord's response to reports of a defective shared pipe leaking water into the resident's property

18. The landlord is not responsible for the repair of the leaking pipe; from the evidence available to the Ombudsman; that appears to be the responsibility of the managing agent (appointed by the freeholder). Neither the freeholder nor the managing agent is not within the Ombudsman's jurisdiction.
19. The landlord has no repairing responsibility; however, it has an obligation to report any repairs that are the responsibility of the freeholder to the managing agent. This report has therefore focussed on the limited action by the landlord.
20. The evidence suggests that the landlord's initial handling of the leak was appropriate by informing the freeholder which took action to resolve it in May 2021.
21. When the resident reported a further leak later in the year, the landlord again acted appropriately by informing the managing agent and following this up. The Ombudsman has seen no evidence that the landlord followed this up with the

resident to ensure the leak was resolved. This would have been good customer service especially as the resident was unable to contact the freeholder or managing agent direct.

22. As matters stand, the leak and consequent damage to the property is ongoing over one year later. The landlord's failure to follow this up with the managing agent to ensure it was repaired is a service failure.
23. In relation to the failures identified the Ombudsman's role is to consider whether the redress offered by the landlord put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this the Ombudsman takes into account whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: Be Fair, Put Things Right and Learn from Outcomes as well as our own guidance on remedies.
24. It is evident that the failure to rectify the slow leak has caused great distress, frustration and inconvenience to the resident. The resident told this Service that the landlord had offered increased its offer of redress from £50 to £200/£250; however, no evidence of that was provided by the landlord.
25. The Ombudsman considers that the sum of £250 is proportionate redress for the impact on the resident given the location of the leak in a closet which would have a slightly lesser impact. Additional orders have been made, below, for the landlord to take action to inform the managing agent of the ongoing leak, to follow up to ensure it is resolved promptly and fully and for follow-on work to take place to replace the damaged carpet and repair the damaged wall.

Complaint handling

26. 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.
27. The fact that the landlord did not read the emails from the Ombudsman in relation to this complaint suggests 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 the email 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 might have resulted in considerable contact from residents going unanswered. Accordingly, there was severe maladministration by the landlord in respect of its complaint handling.
28. Financial compensation of £250 is appropriate here for the evident frustration and inconvenience caused to the resident by the lack of responses to his complaint.

This meant that he had to approach the Ombudsman to bring a conclusion to this matter.

Determination (decision)

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

30. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure by the landlord in respect of its response to reports of a defective shared pipe leaking water into the resident's property.

Reasons

31. While the action taken by the landlord when the leak was first reported was appropriate; it failed to provide a good service to the resident by following up the repair with the managing agent when he reported a further leak later that year.

32. 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

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

- a. Apologise to the resident for the failings identified in this report.
- b. Pay the resident the sum of £500 made up of:
 - i. £250 for the impact of the leak.
 - ii. £250 for the impact of the complaint handling failures.
- c. Instruct the managing agent to investigate and fully resolve the re-occurring leak.
- d. Within six weeks, make arrangements for it/the managing agent to carry out follow-on work:
 - iii. Repair the wall damaged by the water ingress.
 - iv. Replace the carpet damaged by the water ingress.
- e. Follow up with the resident to ensure that the leak has been resolved and he is also satisfied with the follow-on work.

Recommendation

34. It is recommended that the landlord reviews the old email inbox to ensure there are no unanswered complaints within it.