

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202009673*

*Metropolitan Thames Valley Housing*

*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. The complaint concerns the landlord's:
  - a. Response to concerns raised by the resident regarding the condition of a communal fire alarm call unit.Associated complaint handling.

## **Background**

2. The resident has been an assured tenant of the landlord, at the property from 15 November 1999. The property is a flat which is situated in a purpose-built block. The resident is disabled.
3. The resident complained in October 2020, that the landlord had failed to respond to his report that the fire alarm call unit in the communal block was not working.
4. The landlord responded at stage two of its complaints procedure in August 2021, that the fire alarm call units were disconnected and it was carrying out investigations as to whether connection was required. It offered him a total of £50 compensation, comprised of £20 for the resident's time and trouble and £30 for poor complaint handling.
5. The resident remains dissatisfied that the situation remains unresolved, with the fire alarm call units remaining disconnected.

## **Assessment and findings**

*Landlord's handling of reports of disrepair to the communal fire alarm call unit*

6. Once on notice, the landlord is required to carry out the repairs it is responsible for, within a reasonable period of time, in accordance the terms of the tenancy agreement and in law. The law does not specify what a reasonable period of time is; this depends on the individual circumstances of a case. In this case, the reported repair was that of a fire alarm call unit not working, which would constitute an emergency repair, in accordance with the landlord's repairs policy, which states that repair will be carried out within 24 hours. That same policy states that *"where appropriate, [it] will carry out a repair more quickly if it is impacting on vulnerability, e.g., those who have physical or mental difficulties"*. The resident in this case is disabled.
7. Even in circumstances where the repair is classified as *'routine'*, the landlord aims to carry out the repair within 28 calendar days in accordance with its policy. The landlord did not carry out the repair within 24 hours or within 28 calendar days and did not prioritise the repair based on the resident's vulnerability, namely, being disabled. Indeed, at the point of the stage two response to the complaint, ten months after the initial report and complaint being made, the fire alarm call unit remained disconnected and out of service and with no certainty as to whether it was needed.
8. The nature of the report in this case, pertains to a particularly high-risk area of repair, namely, potential risk to fire safety and ultimately, human life, which brings with it extra responsibilities on the part of the landlord. In respect of fire safety risk and risk to life, the landlord has extra legal responsibilities and obligations including those contained in The Fire Safety Act (2021). Fire is also one of the 29 categories of potential hazards under the Housing Health and Safety Rating System (HHSRS), reflecting its gravity. The report of a potential fire safety risk ought then to have prompted the landlord to act quickly in carrying out any necessary repair, or where the requirement for repair was uncertain, quickly establishing clarity.
9. Further, landlords have a legal duty to ensure that Fire Risk Assessments (FRAs) are carried out annually to identify and remove any fire risks and hazards, or to reduce these as far as possible. The landlord did not revisit this as a potential risk when the issue was reported. Irrespective of when the last annual risk assessment was carried out, this potential new risk should have alerted the need for a current risk assessment. The landlords own fire regulations state that it *"will maintain fire safety equipment in communal areas serving flats"* and it *"will also complete a fire risk assessment of these areas"* and these safety measures and actions to mitigate risk are ongoing. The landlord did not do enough to act quickly or to establish clarity, leaving the situation uncertain for a protracted and inappropriately lengthy period of time.
10. The documentation provided to this investigation states that the landlord attended the property to inspect the fire alarm within 28 days of the resident making the

report, on both 22 October 2020 and 5 November 2020, although evidence of these inspections has not been provided. Notwithstanding the fact that these inspections were not carried out within an emergency timeframe as required, it was not the fire alarms that the resident reported a problem with, but instead, the call unit. The resident has not stated what his “*severe disability*” is, but should this pertain to mobility, this further aggravates the situation, as accessing a working call unit in the instance of a fire, may be additionally vital for a person with limited mobility. The landlord did not explore this or the resident’s disability, to which he frequently referred, with him.

11. The landlord provided its first response on 19 November 2020. In the response it advised that the fire alarm had been tested. The landlord upheld the resident’s complaint stating its contractors were not able to resolve the matter on their initial visit resulting in the resident pursuing the repair. It is noted that the letter made no mention of the fire call unit in the communal hallway which was the issue that the resident had raised. As a result, the first response left the resident without a clear outcome of his concern.
12. Evidence shows, the resident went on to report the matter again in January 2021, which seemed to instigate internal dialogue amongst the landlord departments about the situation, where there were renewed attempts to seek clarity as to what was and was not working and what was required.
13. In particular, correspondence in April 2021, worryingly referred to there being no fire alarm in the property and that it had been testing the smoke detector only. Internal correspondence evidence the question being asked of whether the call points are connected to any system and if so, where the panel is located. Once clarified, action to follow this included changing the frequency of inspections from every 4 weeks to weekly.
14. Between November 2020 and July 2021, the resident provided letters to the Service showing that he had attempted to contact the landlord on numerous occasions about his concerns with the call unit in the communal hallway. He also sent a letter advising that his concerns were not with the fire alarm but specifically the call unit. The landlord’s evidence suggests that it received all these letters on the same date of 14 July 2021. Due to the discrepancy of information, the Ombudsman is unable to ascertain whether copies of the letters were received prior to July 2021.
15. Internal correspondence continued in July 2021, with the landlord continuing to question what the situation was with the call points, whether they needed repairing and if so, for this to be done as soon as possible. There is reference to smoke detectors continuing to be checked monthly at this point, but nothing more. Dialogue also included to their being a “*stay put*” policy in the block and no need for the call points to be working in accordance with its FRA, although there

was no certainty around this. There was reference too, to an impending upgrade, although no further information on this either.

16. The landlord's historical records are referenced in its dialogue, with mention of a recommendation for a full alarm system in 2010, having been cancelled, and notes on the system that *"if alarm is to stay then repair this call-point"*, as well as *"removed mains powered detection from communal areas"* and reference to a *"new system having been installed and signage changed accordingly"*, which provided no clarity as to the situation at the time of the complaint under investigation here.
17. On 29 July 2021, an engineer attended to investigate whether the call points were connected to an alarm panel, however they were unable to gain access to test the panel and a reinspection which was due to go ahead on 9 August 2021 did not proceed. There is no explanation for why this did not take place.
18. An inspection report dated 17 November 2021, states that having now gained access to assess the fire alarm call points and whether they were working, it was ascertained that they were not. The communal fire alarm had been made *"redundant"* and the detectors and call points had been turned off and were not operational. It was identified that there were mains detectors throughout, however, which had been an upgrade by another contractor. In light of this, the inspection notes state that the matter should be passed back to the landlord as it was not involved in these upgrades.
19. Internal correspondence by the landlord five months later, in January 2022, evidence its continued discussion of the matter, although on this occasion there is more certainty as to safety. In an email it states that its fire safety contractor has confirmed that the FRA for the building confirms that *"a fire alarm system is not required in the communal areas under BS 5839, as the property is a purpose-built block of flats with a stay-put policy and expected fire resistance of 60 minutes. The call points do appear to be non-operational but are not linked to a fire alarm system (panel) and should therefore not pose any risk to the occupants of the building if not working, as a fire alarm system is not installed (or required)"*.
20. The landlord goes on to enquire whether the detection controls the Automatic Opening Vent (AOV) in the building and that if it does not, asks if the detection and call points can be removed as they would seem to serve no purpose. There is no indication as to whether there was an outcome to this, or whether the points could be or were removed, nor whether the resident was updated as to the conclusion of the long-awaited investigations into the matter.
21. In conclusion, besides the overarching and potential inherent risks to safety in this case and the landlord's handling of the report of a fire alarm call point not working and the additional information that transpired over time, there is a

consistent issue of lack of clarity and joined-up decision making in this case, which in turn, caused delay. There was a lack of urgency on the part of the landlord to seek clarity and resolve the issue, which is worrying in light of the nature of the report and the circumstances overall. This is particularly concerning given the vulnerability of the resident.

22. Whilst the information from January 2022 indicates there was ultimately never a safety issue – although there remains uncertainty as to removal of the call points – the fact of the matter is that there very realistically could have been. The legal and social responsibilities of the landlord were not acted on in the way that they should have been or in the way the Ombudsman expects. The landlord did not take the matter sufficiently seriously enough, which meant that insufficient action was taken in response to what was a very serious matter of disrepair being reported.

### *Complaints handling*

23. The resident expressed his dissatisfaction with the landlord's inaction in respect of his report with an issue with the fire alarm call unit on 16 October 2020, in a letter to the landlord on 28 October 2020. The landlord's complaints policy states that the landlord will respond to a complaint at stage one of its complaints procedure within 10 working days. It further states that if the landlord is unable to respond, it will keep the resident informed and agree new response times. The first response was sent to the resident on 19 November 2020, 15 working days after the complaint was raised. No evidence has been provided to indicate that the resident received an update when the 10 working days had elapsed. It is acknowledged that based on this information, the landlord's delay of five working days was not unreasonable, albeit an update should have been provided and the response letter that was sent did not address the resident's complaint letter.

24. In respect of the nature of the complaint, it was one concerning fire safety. The landlord failed to recognise the inherent anxiety associated with that of fire safety, which is particularly pertinent in the wake of the Grenfell tragedy and lives lost. The resident resides in a block of flats where he recognised the fire alarm call unit did not work and sensibly took responsibility to raise this as an issue with the landlord. The landlord did not recognise this and sought to provide no reassurance to the resident throughout the complaints procedure in this respect. Whilst it may have subsequently reassured itself on this issue, this was not until much later, and it did not pass this information on.

25. The landlord also failed to recognise the resident's vulnerability status, which is that of being disabled, something that he raised from the very start of his correspondence with it. This complicates the nature of the complaint insofar as in having a disability, the inherent anxiety concerning fire safety is compounded. The resident repeatedly stated he had a disability, and this was not

acknowledged or responded to at any point by the landlord. The Ombudsman would expect a landlord, as a member of the Housing Ombudsman Scheme, to appropriately recognise an issue of vulnerability and act on it accordingly, which it did not do.

26. In terms of the substantive issue, the landlord failed to recognise this in itself within its response to the complaint at stage one, referring to the fire alarm itself rather than the fire alarm call point. Importantly, the landlord did not contact the Fire Safety Team in respect of the complaint as would have been appropriate in light of a fire safety risk having been raised, but instead looked at the repairs history, which is recognised by the landlord later, in its stage two response.
27. Responding to a complaint is a chance for the landlord to demonstrate that it has heard and understood the issues raised and it did not do this. Moreover, the outcome of the stage one complaint – that the matter was upheld – did not make sense. The landlord upheld a complaint about the fire alarm rather than the fire alarm call unit, stating that there was “*no service failure*” but that the alarm had not been able to be repaired on the first attempt. This lack of clarity would have increased the resident’s sense of frustration and confusion on the case.
28. In respect of repairs associated with fire safety, the landlord has legal obligations to ensure fire safety and so repairs associated with this cannot wait. Whilst it is reasonably the case that some repairs cannot be completed first time, as there may be complexities to an issue, for example, with fire safety, where safety may be compromised, the matter must be rectified. Where this cannot be done, other steps to ensure safety, such as resident temporary decant, should be made. The landlord did not demonstrate in its complaints response that it had heard and understood the issue complained of nor the specific nature of the complaint. The landlord also failed to take the individual circumstances of the resident, or gravity of the situation, into account, as discussed earlier.
29. Whilst the landlord’s stage two response to the complaint in August 2021, did accurately acknowledge and address the issue that had been complained of, it could have been more detailed with regards to what it had established up until that point. It could have also provided information explaining that it had tried to contact the resident by phone and in person prior. It should be pointed out that there is no evidence that the landlord sent out written correspondence during the period that it investigated the call unit to provide any written updates about the issue.
30. The fact that issues pertaining to fire safety were outstanding 10 months after they were initially raised and complained of was wholly unacceptable. Not only was the complaint left unresolved following the first response, but the issue of safety remained outstanding, with questions as to whether the call points – which were currently disconnected – were required.

31. The purpose of the complaints procedure is to resolve a matter, bringing it to a conclusion, following an investigation. In circumstances where a complaint cannot be resolved at that point, it is important that the landlord is able to manage expectations and articulate next steps and the point at which the matter will be resolved. For instance, a landlord may provide a date of repair. The landlord provided no such date of conclusion, stating that the matter was still being investigated. It is unclear why the landlord was continuing to investigate the matter of whether call points were needed ten months after the issue was raised and yet was still unable to provide any clarity at this point. The landlord's response to the complaint left the matter unresolved and was undoubtedly a frustrating and worrying time for the resident, with no end in sight.

### *Compensation*

32. Finally, turning to compensation. The landlord's compensation policy refers to discretionary compensation payments being offered to recognise a complainant's '*time and trouble*' and a failure of service, citing an apology and/or financial compensation up to £350 depending on severity, being appropriate. The landlord did appropriately apologise in its stage two response to the complaint, albeit a complaint that effectively remained open and it did offer compensation. The level of compensation offered, however, was significantly below what would be considered appropriate and reasonable in the circumstances, given the delay and gravity of the situation as well as the other areas assessed and described above, including failure to manage expectations or to appropriately recognise the complaint or the resident's disability.

33. The £20 offered in respect of the resident's time and trouble and the £30 offered in respect of poor complaints handling was unacceptable and not in accordance with the landlord's own compensation policy or the expectation of the Ombudsman and its published '*Guidance on Remedies*'. It is not clear how the landlord arrived at the figure of £20 for the resident's time and trouble across almost a year or £30 for its significant delay in responding to the complaint and other associated complaints handling failures described here. Taking all of the circumstances of the complaint into account, the level of compensation was substantially below what would be considered reasonable.

### **Determination**

34. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was maladministration by the landlord in respect of the complaint about the condition of the fire alarm call unit.

35. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its handling of the associated complaint handling.

## **Orders and recommendation**

36. The landlord is ordered to pay the resident a total of £650 compensation, comprised of:
- a. £350 for the maladministration found in respect of the landlord's handling of the report of the fire call unit not working.  
£300 for the service failures identified in respect of its complaints handling.
37. The landlord to clarify whether the fire alarm call points can now be removed and if so, to schedule these works to be carried out, in addition to ensuring appropriate fire safety signage around the building, specifically, that it is current and accurate.
38. The landlord to write to the resident updating him on current fire safety procedures, including a sincere apology for its overall failures on this case. The Ombudsman to be provided with a copy of this letter.
39. The landlord to evidence compliance to this Service with the above orders within 28 days of this report.

## **Recommendation**

40. The landlord to revisit its internal communications and complaint handling procedures in light of the findings in this report, with a particular focus on improving the effective working together of its teams and departments, as well as its working relationship with contractors.