

Housing

Ombudsman Service

REPORT

COMPLAINT 202007641

A2Dominion Housing Group Limited

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:
 - a. The resident's request to be rehoused;
 - b. The landlord's handling of a temporary decant;
 - c. The landlord's handling of damp and mould at the property;
 - d. The landlord's complaint handling.

Jurisdiction

2. What we can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme. When a complaint is brought to the Ombudsman, we must consider all the circumstances of the case as there are sometimes reasons why a complaint will not be investigated.
3. After carefully considering all the evidence, in accordance with paragraph 42(k) of the Housing Ombudsman Scheme, the following aspect of the complaint is outside of the Ombudsman's jurisdiction.
 - a. Rehousing request
4. Paragraph 42(k) of the Scheme says the Ombudsman will not investigate complaints which, in the Ombudsman's opinion, "fall properly within the jurisdiction of another ombudsman, regulator or complaint-handling body."
5. The resident wants to be permanently moved to alternative accommodation on overcrowding and health grounds. She has been assigned a priority banding on

the local authority's housing register. The information seen suggests she has been on the register since June 2020.

6. Part 6 of the Housing Act (1996) governs the allocation of local authority housing stock in England. It sets out the circumstances where reasonable preference must be given to certain applicants, when making decisions about offers of property. The reasonable preference criteria include applicants living in unsuitable conditions and applicants who need to move on medical or welfare grounds.
7. The Housing Ombudsman can only consider complaints about transfer applications that are outside of Part 6 of the Housing Act (1996). The Local Government and Social Care Ombudsman (LGSCO) can review complaints about applications for rehousing that fall under Part 6. This includes complaints concerning applications for rehousing that meet the reasonable preference criteria and the assessment of such applications.
8. Since the resident's rehousing request falls within Part 6 of the Housing Act (1996), it cannot be reviewed by the Housing Ombudsman. As a result, this aspect of the complaint is better suited to the Local Government and Social Care Ombudsman (LGSCO). The Housing Ombudsman can consider the resident's other concerns.

Background and summary of events

Background

9. The resident is an assured tenant and her current tenancy began in 2013. The property is a three bedroom house. More than five family members occupy the property along with several dogs. The resident has mental health issues and some of her children are also vulnerable. One of the children is disabled and has a developmental learning disorder. The resident's husband, a local councillor and an MP helped the resident with her complaint. For readability, this report makes no distinction between the resident and her husband.
10. The landlord's decant policy, effective 2017, shows it will use all available resources to source alternative accommodation. This includes external providers such as hotels. The policy does not detail any landlord responsibilities in relation to the quality of the alternative accommodation. It shows the landlord will reimburse residents for reasonable decant costs including: storage, travel and laundry expenses. The information seen shows the landlord made multiple food and fuel payments to the resident during the decant. The landlord has said its decant policy is currently under review.
11. Landlords are required to consider the condition of properties using a risk assessment approach called the Housing Health and Safety Rating System

(HHSRS). HHSRS does not specify any minimum standards, but it is concerned with avoiding, or minimising potential hazards. Damp and mould and “entry by intruders” are potential hazards that fall within the scope of HHSRS. Landlords should be aware of their obligations under HHSRS. They are expected to carry out additional monitoring of a property where potential hazards are identified. Typically, improvement works are the starting point where a potential hazard proves persistent.

12. The landlord operates a two-stage complaints procedure. Its relevant procedure document, effective April 2019, shows the landlord will treat resident expressions of dissatisfaction as a service request in the first instance. However, a service request could become a formal complaint if a resident indicates they want a complaint to be raised. The procedure shows the landlord aims to respond to complaints within ten working days at stage one. At stage two, it aims to respond within 20 working days.

Summary of events

13. A specialist ventilation contractor surveyed the property on 14 January 2020. It identified condensation and mould on window frames in several rooms. Mould was also reported on furniture. The report said the number of occupants was contributing to the level of condensation in the property. It recommended installing a ventilation system in the loft. No information was seen to show the landlord failed to comply with this recommendation.
14. Around 6 June 2020 a car crashed into the property damaging brickwork and gas pipes. The information seen suggests it was difficult to source suitable temporary accommodation given the size of the family. Further, the resident did not want to be separated from her dogs. However, an inspection around 1 July 2020 determined repairs could not be completed while the property was occupied. The landlord ultimately sourced alternative housing through a lettings agent. The information seen suggests the resident was decanted around 15 August 2020.
15. The resident approached the Ombudsman for assistance in October 2020. Our records show she was initially concerned the landlord had broken an agreement around decant expenses. She also reported it had failed to respond to her related complaint. The Ombudsman asked the landlord to contact the resident and respond to her concerns through its formal complaints procedure. In its subsequent acknowledgement to the resident, the landlord said it would consider whether her concerns should be handled as a service request or a formal complaint.
16. A survey on 25 November 2020 deemed the temporary accommodation “very dangerous” and unfit for habitation. It identified multiple issues including: fire hazards, leaking sewage, severe damp and mould and flooring at risk of collapse.

The information seen suggests the landlord commissioned the survey in response to the resident's reports. The resident reported the survey's findings to the Ombudsman the same day. She said the landlord had failed to check the temporary accommodation was suitable before it decanted the family.

17. The councillor emailed the landlord the following day. They said the resident had complained about the decant property from August 2020 and the survey confirmed their concerns. Further, the £7507.50 the resident was reimbursed only related to her food and travel expenses. The landlord had therefore overlooked other issues including distress and inconvenience and damaged personal items. The email suggests the decant property also needed treatment for infestation. It shows the councillor was concerned the family would be returning to an overcrowded property.
18. The landlord emailed the resident on 27 November 2020. It said the family needed emergency rehousing given the survey's findings. The email proposed the following options: a four bedroom property in another district, two hotel rooms with boarding kennels paid by the landlord, registering for emergency housing with the local authority and sourcing alternative housing through the same letting agent. The landlord said the emergency housing would last until works to the property were complete.
19. On 4 December 2020 the landlord emailed the councillor with the resident copied in. It said she had declined the alternative accommodation options, so it was trying to complete the repairs as soon as possible. Further, the resident inspected the property with the landlord's senior representatives on 26 November 2020 to review its progress. However, given the urgency of the situation, some repairs may need completing after the family returned. The email detailed the following key points from the inspection:
 - a. A technical manager confirmed the windows did not require "full replacement" and no issues were found with the rear door. However, it was agreed: all windows would be eased and adjusted; their existing draft excluders would be replaced; three blown window panes would be replaced and paint would be removed from all trickle vents.
 - b. The landlord understood the resident preferred replacement windows. It therefore made internal enquiries, which ultimately brought forward cyclical window replacement works. These works would now take place in the year 2022-23. However, it may not be possible to install UPVC windows because the property was in a conservation area.
 - c. The resident advised there were condensation issues at the property. The landlord had therefore arranged for a specialist ventilation system to be installed, which should help to air the property and remove moisture.

- d. The landlord had already provided all the compensation required for the decant in line with its decant policy. It was currently reviewing the resident's claim for damaged flooring and carpets. However, it understood the she wanted additional compensation for: delayed repairs, bailiff costs, distress and inconvenience and travel expenses. The landlord would respond to any supporting evidence submitted to its complaints department.
20. On 9 December 2020 the resident updated the landlord by email. The email shows the landlord delivered a dehumidifier to the temporary accommodation. Further, it had made arrangements to mould wash the walls. However, the resident felt these actions did not significantly improve her situation. For example, she said an electrician advised all the plug sockets were unsafe and some were unusable. She also said she was unhappy with the quality of the repairs to the property, but anything was better than her current situation.
21. The parties exchanged emails on 10 December 2020. During this exchange the landlord responded to multiple concerns raised by the resident. The below is a summary of the key points:
- a. In addition to its general workmanship standards, the resident was unhappy with the knowledge and professionalism of landlord's technical manager. She said, on a previous visit to the property, they identified 13 blown window panes and agreed to investigate whether replacing, rather than repairing, the windows represented better value. However, the resident never heard back from the manager. Further, during the recent inspection, the manager contradicted their previous findings because they failed to identify any blown panes.
 - b. The resident also said the manager suggested she had damaged the windows by replacing their original handles. However, the current handles were already in place when the family moved in. Additionally, a window adjusted during the inspection could still be opened from the outside, and the adjustment caused further damage to the woodwork. The landlord replied that the manager was suitably qualified and it would follow their judgement. It said it would complete work to the windows to ensure they were in good working order.
 - c. The resident said the landlord's food and fuel allowances were not compensation. Further, the family were unable to cook between 5 June and 16 August 2020 because there was no gas supply, and the landlord failed to supply electric heaters as agreed. She also said fuel allowance payments were repeatedly late and the family had to use a food bank as result. The landlord responded its references to compensation related to its reimbursement of the resident's decant costs. It said some payments were delayed, but it had not claimed back a £400 overpayment.

- d. The resident said her previous correspondence, including from parties working on her behalf, should be sufficient to evidence the distress and inconvenience caused. Further, the landlord had damaged the family's belongings during the decant process. The landlord said it would assess the resident's claim on the family's return to the property, and supporting evidence would be required. The correspondence confirms the landlord had offered the resident a £600 goodwill gesture in respect of damaged hallway flooring and a paint marked carpet.
 - e. The landlord denied its contractors had damaged the property's living room floor and walls. This was on the basis no works were completed in the living room. It also denied removing bi-fold doors or damaging the bathroom door. While it would consider replacing the bi-fold doors as a goodwill gesture, the bathroom door should be reported using the landlord's repair process.
 - f. The landlord said the resident breached her tenancy agreement by filming its staff without their consent during the joint inspection on 26 November 2020. As a result, she would be issued tenancy warning in due course. It also raised additional concerns about her conduct during the inspection. It said she behaved aggressively when reporting damaged items and, in her frustration, caused additional damage to a carpet, a toilet seat and a wardrobe. The resident subsequently said the landlord's warning was an attempt to prevent her complaining.
22. On 17 December 2020 the landlord issued the resident a formal complaint acknowledgement. It said her complaint received 9 December 2020 concerned: a lack of information from the landlord's area manager, inaccurate information given to the resident's MP, an alternative accommodation option that would have separated the family and the attitude of the technical manager. The resident replied the complaint should also include the lack of compensation for damaged flooring and the tenancy warning.
23. In an email the following day, the landlord advised the resident the property was now ready for the family's return. However, various window panels in a back room needed replacing, some trickle vents needed replacing and the specialist ventilation contractor needed to connect an extractor to the mains. The resident replied the same day with a list of further issues. She also requested a copy of the landlord's compensation policy. She subsequently made a number of further requests for this document.
24. On 24 December 2020 the resident updated the landlord by email. Her correspondence confirms the family returned to the property on 21 December 2020. She reported an external drain was "still" blocked. In addition to raising concerns about several damaged furniture items, she also said the landlord's contractor had forced entry into the property's padlocked loft.

25. The landlord's repair records from 30 December 2020 show the resident reported the property's windows "still" did not close properly. They said rainwater had leaked into the kitchen through the windows. The records show the landlord attended the repair on 18 January 2021.
26. On 8 January 2021 the resident told the Ombudsman repairs to the property were incomplete. She said it was "freezing" because windows did not close properly, vents had been removed and the front door did not fit correctly. Her later correspondence suggests she was expecting the landlord's complaint response the same day.
27. On 14 January 2021 the resident told the landlord she was unhappy with its stage one complaint response. The Ombudsman has not seen this response. In summary, she said the landlord failed to engage with her complaint. This was broadly because its delayed payments caused the family financial difficulty, and they were left in unsafe accommodation for several weeks after the survey. She said the landlord showed disregard for the family and their belongings, and its warning was unjustified. Further, damp and mould were returning to the property.
28. Repair records from 18 January 2021 show the resident was unhappy with the general condition of the "wooden casement" windows, back door and "newly fitted" front door. They said the resident did not want the windows to be repaired on the basis repairs would not last. They also said she was advised to raise a formal complaint and request a supervisor's inspection.
29. On 22 January 2021 the landlord responded to the resident's complaint at stage two. It awarded her £50 in compensation to acknowledge complaint handling delays, but the complaint was not upheld. The response quoted sections from the landlord's email on 10 December 2020. The resident's concerns were treated as a complaint about the landlord's staff rather than its service. The key points were:
- a. The landlord denied it had mislead the resident about the date of her return to the property. It also denied giving misleading information about alternative accommodation options. This was on the basis the resident was advised her return date would be either 21 or 22 December 2020 during an email on 9 December 2020. Further, the landlord's email on 27 November 2020 detailed the accommodation options it had offered; the resident ultimately rejected these options.
 - b. The landlord was aware the resident had reported several workmanship issues relating to the property. Its technical manager had overseen the repairs, so the landlord had passed them her list of concerns. The tenancy warning was issued in accordance with the resident's tenancy agreement, which contained a clause around causing nuisance or annoyance. As a

courtesy, the resident should have informed staff she intended to film the joint inspection.

- c. The landlord's 10 December 2020 email confirmed it accepted no liability for damaged flooring. However, a goodwill gesture had been offered comprising £300 for laminate flooring and £300 for a carpet. These figures were based on estimates provided by the landlord's contractors. It was not the landlord's responsibility to measure the flooring for the resident.
- d. The resident's reports about the living room floor should be investigated by the landlord's insurance team. The landlord understood the resident had already submitted the relevant claim form. It also understood she had raised a separate claim with the removal firm for damaged personal items. Though the landlord was aware the resident was unhappy with its local manager, they would continue to manage her tenancy in accordance with their remit.

30. The landlord's records show the backdoor was repaired on 4 February 2021. The corresponding notes said the frame was screwed to the brickwork wall. The landlord's case timeline shows the removal firm inspected the resident's damaged items around this time. The timeline said the firm ultimately paid the resident £1000 to address her reported damages.

31. The resident emailed the landlord on 10 February 2020. She said:

- a. It had been a week since the landlord last contacted the resident and she had not heard anything about the repairs.
- b. The property's drains were defective and its footpaths were covered in ice.
- c. The windows could not be shut properly and were all missing vents. As a result, the house was "freezing" and energy was being wasted. Further, her children were wearing tracksuits to bed.
- d. Mould in the bedroom was "very bad" and mould had returned in the bathroom.

32. The landlord replied on 15 February 2021. It said it had chased its repairs team in addition to raising the resident's concerns as a complaint.

33. On 21 February 2021 the landlord responded to the second complaint at stage one. It acknowledged the resident's dissatisfaction around several outstanding repairs. It also agreed the landlord's service fell below expected standards. The main points were:

- a. The landlord's contractor was unable to contact the resident about the repairs on 2 and 3 February 2021. An appointment was now scheduled for 23 February 2021 to address her concerns. However, it was noted the contractor's overall communication could have been better.

- b. The landlord attended the property on 18 January 2021 in response to the resident's concerns about the condition of the windows and doors. At this point, the resident suggested she did not want the windows repaired and asked for a supervisor inspection. This inspection was also arranged for 23 February 2021.
 - c. The resident was awarded £50 compensation to recognise any distress and inconvenience caused. Further, the landlord was committed to completing repairs to the windows, door and drains by 4 April 2021. To help, the resident had been allocated a designated point of contact in relation to the repairs. They were contactable on the number provided in the response.
34. The landlord's repair records show its contractor inspected the property on 23 February 2021. The inspection report said:
- a. The property's double-glazed wooden windows were over 20 years old. There was mould around the children's bedroom windows and all units had water between the glazing. The wooden frames were also rotting and the windows were difficult to operate. Mould was starting to grow on the walls.
 - b. Windows in the main bedroom were hard to operate and the frames were in poor condition. Though a catch was fitted, it was locked and there was no key. There was water between the bathroom window glazing and mould was spreading to the ceiling.
 - c. The kitchen window could be pulled open from outside and the frame was in poor condition. The lounge window was in poor condition and difficult to operate. There was around an inch of movement in the back door due to the way it was fitted. Previous attempts to refix it had proved unsatisfactory and the door was unlikely to hold.
 - d. A ventilation system fitted at the top of the stairs had never worked because no power supply was connected. At the time of the visit, a contractor was painting the windows externally. However, the standard of the work was poor and there was "no filling or rubbing down". This was difficult to explain given the condition of the windows and the amount of glass that needed replacing.
35. On 24 February 2021 the resident replied to the landlord. She said she had not raised the complaint or asked for compensation. She also disputed being uncontactable given her usual availability. For example, she said, drains were repaired the previous day without any contact or access issues. The resident's repair date is contradicted by the landlord's repair records, which show blocked drains were cleared on 23 March 2021. The landlord's information suggests it took around three months to complete this repair.
36. On 2 March 2021 the landlord's insurance department declined the resident's compensation claim about the lounge and hallway. It said there was no evidence

the landlord was negligent and the resident's evidence confirmed historic wear and tear. Further, the landlord was aware dogs were kept in the lounge while visitors were present. It was therefore unable to rule out previous pet damage. However, the resident was free to seek legal advice in respect of the decision.

37. The resident emailed the landlord on 9 March 2021. She said its operatives had not returned since last week and lots of works were outstanding, including eleven blown glass panes and other window repairs. Overall, she said, the windows were unusable and the house was cold.
38. Repair records from 11 March 2021 show the landlord was prepared to obtain a quote for replacement UPVC windows. However, it felt replacement windows were unlikely to address "condensation", which it attributed to over occupancy and lifestyle factors. In its subsequent case evidence to the Ombudsman, the landlord said the quote was rejected because replacements were not required, so it made a further request to ease and adjust the windows instead.
39. The resident's correspondence to the landlord and the Ombudsman, from 16 and 23 March respectively, shows the landlord had offered to replace the upstairs windows. However, the resident said, the offer was not ideal because the children's beds would need dismantling and it was unlikely they would fit back together.
40. The evidence shows the following events occurred on 22 April 2021:
 - a. The resident's social worker emailed the landlord. They said there were still damp and mould problems at the property and mould was "very prominent" in the bedrooms. Further, mould was damaging the resident's belongings including mattresses, bedding and curtains. They were concerned about the family's welfare given the mould and overcrowding. The email said the resident had also reported being harassed by neighbours.
 - b. The resident asked the landlord to escalate her complaint. The landlord's subsequent correspondence, sent internally with the resident copied in, shows it was concerned mould had returned given specialist ventilation had been installed. It said the ventilation contractor should return to ensure its unit was working correctly. It also asked whether a further surveyor's inspection was required.
41. On 19 May 2021 the resident told the Ombudsman the bathroom redecorated in February 2021 was black (presumably with mould) and the ceiling was peeling. She said she was 18 weeks pregnant and conditions in the property were unhealthy. On 26 May 2021 the landlord told her it was unable to meet its complaint response deadline of 14 May 2021 because additional investigation time was needed. It also said it would respond as soon as possible or issue a

revised deadline. Its update was issued eight working days after the referenced deadline expired.

42. The landlord issued a final response on 14 July 2021. This was around seven weeks after its previous update. No information was seen to show the resident was updated during the interim period. The response addressed the mould, drains and windows. The main points were:
- a. The specialist ventilation contractor installed vents in the property's loft and bathroom. The loft vent was ultimately replaced because it was not working satisfactorily. It was understood the resident switched off the bathroom vent because it was too noisy. However, the landlord had also agreed to replace this vent.
 - b. The landlord had agreed to replace the kitchen window casement. All other windows would be repaired. Any windows beyond repair would be replaced. The landlord would attend the windows on 23 July 2021.
 - c. The landlord was sorry its service had fallen below expected levels. It awarded the resident £100 recognise any distress and inconvenience caused. The resident should supply her account details to receive the compensation.
 - d. Additional staff training would be provided following the resident's complaint. This was to ensure the landlord's "new out of hours service providers" gave its customers the correct information. Direct feedback had also been provided with a view to improving service levels.
43. The resident updated the Ombudsman on 27 July 2021. She said:
- a. The landlord recently replaced the window handles, but split woodwork should have also been replaced rather than filled in. Gaps were present and the windows were still difficult to operate.
 - b. Most of the windows could be opened from outside so the property was not secure. Further, an engineer had advised the wood was so rotten that the new handles would not last long. Multiple glass panes were still blown.
 - c. "Extreme" mould was present around the children's beds and in the bathroom. The landlord's ventilation contractor was due to replace one of its units within days. However, it previously advised the resident the machine was under too much pressure due to the number of occupants.
44. The resident emailed the landlord on 8 June 2021. She said it was over a year since the car crash and the majority of works were still outstanding. Further, the landlord had failed to respond to the family's "extreme" living conditions, which resulted in the resident being diagnosed with asthma. She said, on visiting the property, the ventilation contractor was concerned its unit was overheating. It had also stressed the unit would not resolve the damp and mould given the property

was overcrowded. She said its condition was affecting the family's health and they needed to move.

45. On 28 June 2021 the landlord raised a works order to renew the kitchen window casement. The order said any window furniture, including handles and openers, should also be replaced as necessary. The information seen shows the order was outstanding when the landlord provided its case evidence. In response to the Ombudsman's October 2022 request for further information, the landlord said "the windows were repaired in the last week of September 2022...the contractors noted the new windows may not resolve the condensation issue...". This information points to a delay of around 19 months from 23 February 2021.
46. The landlord's internal correspondence from 6 October 2021 shows the contractor had inspected the property again. Further the inspection was undertaken by a professional surveyor. The surveyor highlighted multiple issues including poorly fitted front and rear doors. They confirmed mould was reappearing around bedroom windows despite having been cleaned around three weeks before. They said, "It is my recommendation these windows and doors be completely replaced as the condition is worse than it looks when you closely examine the condition of the frames".
47. In further correspondence the same day, the landlord said the windows were the subject of an ongoing resident complaint. In addition, there should be no more window inspections because the resident had damaged them and it was agreed they would not be replaced. It said many of the surveyor's comments had been taken from the resident, who was raising issues settled during the complaint. This comment was made in reference to the report's observations around damaged flooring.
48. On 19 October 2021 the landlord gave the Ombudsman its case evidence file and supporting comments. The main points were:
 - a. The property was last inspected in August 2021. This inspection noted mould was occurring because the resident "refused" to use the ventilation unit on cost grounds. Both the ventilation contractor and the technical manager agreed lifestyle issues, such as overcrowding and drying clothes on radiators, were contributory factors. (Despite making a related information request in 2022, the Ombudsman has not seen a copy of this inspection report).
 - b. The landlord's contractor witnessed the resident split a window frame by pushing a closed casement. At the Ombudsman's request, the landlord could provide evidence to support this damage. The landlord's overall position was that window issues occurred because the resident replaced fittings without seeking its permission or advice.

49. During a phone call on 26 September 2022, the resident told the Ombudsman the property's windows and doors had been replaced the previous week. As a result, she said, the situation had improved but the damp and mould was ongoing and the property was overcrowded. Further, she had multiple concerns about the landlord including failure to tackle anti-social behaviour (ASB) and closure of unresolved complaints. The information seen suggests the repairs were completed as part of the landlord's cyclical works.
50. In October 2020, the landlord provided the Ombudsman a screen shot of the resident's complaint history. It said the resident had only raised one formal service complaint, dated 15 February 2021, between June 2020 and August 2021. In contrast, the landlord's own timeline refers to "various complaints received" around the time of the councillor's email in November 2020. It also refers to further complaints being received on 2 December 2020.

Assessment and findings

51. It is recognised the situation has been distressing for the resident and her family. The timeline confirms she has multiple concerns about the landlord's actions. It also shows the situation has been ongoing for a considerable period of time. Where the Ombudsman identifies failure on a landlord's part, we can consider the resulting distress and inconvenience. Unlike a court, we cannot establish liability or calculate/award damages. The Ombudsman is also unable to evaluate medical evidence.
52. It may also help to explain that this assessment concerns the landlord's response to the resident's complaint, which is broadly reflected in the above timeline. If the resident wants to pursue any recent concerns she should raise a new complaint with the landlord in the first instance. The Ombudsman used its inquisitorial role to focus on aspects of the resident's complaint which it found most concerning.

The landlord's handling of a temporary decant

53. It is recognised that sourcing temporary accommodation for the resident was likely challenging given the family's size. It is also standard practice for landlords to use external suppliers, typically hotels, when arranging emergency accommodation. Nevertheless, the landlord was ultimately responsible for the resident's welfare during the decant. The November 2020 survey findings confirm she was placed in dangerous and unacceptable conditions for a period of around four months between 15 August and 21 December 2021.
54. It is reasonable to conclude this situation was avoidable if the landlord had inspected the temporary accommodation before decanting the resident. Further, her distinctive family composition and the scarcity of suitable accommodation increased the importance of completing an initial inspection. The landlord's

relevant decant policy suggests it did not have a procedure to ensure temporary accommodation met sufficient quality standards. As a result, the resident's negative experience points to a significant flaw in the policy.

55. The timeline indicates the resident began raising concerns immediately following the decant. On that basis, the date of the survey suggests the landlord initially failed to engage appropriately with them. It is reasonable to conclude this contributed to the resident's overall distress, which can be inferred from her involvement of parties including the councillor, the MP and the Ombudsman. Though the landlord reimbursed the resident's decant expenses, there is no evidence to show it attempted to address her distress and inconvenience.
56. Similarly, no information was seen to show the landlord was responsible for the resident incurring bailiff costs. The landlord's own timeline indicates its reimbursement payments were delayed by several days in total. It was noted the evidence suggests the landlord opted not to recover an overpayment of around £400.
57. It is reasonable to conclude most people would find conditions in the temporary accommodation highly distressing. However, it is also reasonable to conclude that the size of the family and the vulnerabilities of some members exacerbated the situation. This is on the basis a large family likely found it more difficult to avoid the multiple dangerous hazards the alternative accommodation contained. Supervising the family, in conditions she knew well to be dangerous, must have been extremely stressful for the resident.
58. Overall, there was maladministration in respect of the landlord's handling of the temporary decant. This is because it failed to ensure the resident's welfare or offer redress for the distress and inconvenience arising from its failure. The Ombudsman will therefore order proportionate compensation to put things right for the resident based on the information seen. The survey confirms the resident was placed in an extreme situation. The landlord's failures did not represent severe maladministration given the flaw in its decant policy.

The landlord's handling of damp and mould at the property

59. The above timeline suggests the landlord was aware of a persistent damp and mould problem at the property from around December 2020. It shows the landlord redecorated the bathroom and conducted mould cleaning in February and September 2021 respectively. The timeline indicates the specialist ventilation contractor attended the property on at least three occasions. This is based on the January 2020 survey, the resident's 8 June 2021 update and the landlord's July 2021 reference to vents installed in the bathroom and loft.

60. This information suggests the landlord engaged with the resident's reports of damp and mould during the timeline. However, based on its comments to the Ombudsman in October 2021, it appears to have decided, around August 2021, that little more could be done to alleviate the problem. In contrast, the resident's comments to the Ombudsman in September 2022 suggest replacement windows and doors had improved the situation. Both parties identified condensation and mould around the wooden windows during the timeline.
61. It is accepted that overcrowding likely contributed to the property's damp and mould issues. However, it is reasonable to conclude the condition of its windows and doors was also a significant factor because it affected the resident's ability to regulate the property's internal temperature. Further, the resident's related concerns around cold and security were not unjustified given the findings from the inspections in February and October 2021. As mentioned, damp and mould and entry by intruders are potential hazards within the scope of HHSRS.
62. The information seen suggests the resident reported similar window repairs from at least 2019. The landlord's comments show it was reluctant to replace them on the basis their condition resulted from resident damage. Little information was seen to support this assertion, which is disputed by the resident. Further, this rationale did not appear to apply to the property's front and rear doors, which were also highlighted during the above mentioned inspections. No information was seen to show the resident "refused" to use the installed ventilation because it was too expensive to operate.
63. Given the above, the landlord should have reasonably considered replacing the windows and doors from a HHSRS perspective. For example, it could have explored the likely impact of replacements on the damp and mould problem. No information was seen to show it consulted the ventilation contractor about this during the timeline. Nor was any information seen to show it considered an alternative programme of mitigation works, or that it attempted to conduct additional monitoring on a proactive basis. The landlord could have improved its decision making by adopting the above approach.
64. It was also noted the surveyor's comments, from October 2021, suggest the property's windows and doors were in a state of disrepair. On that basis, the landlord arguably had an responsibility to repair them within a reasonable timeframe in accordance with its obligations under section 11 of the Landlord and Tenant Act (1985). Nevertheless, despite similar concerns having been raised during the February 2021 inspection, no information seen to show the landlord considered the condition of the property's windows and doors from this perspective either.
65. The timeline suggests repeated attempts to repair the windows and doors failed to achieve a satisfactory outcome. It also suggests the landlord failed to respond

appropriately to the damp and mould from around October 2021. This is because no evidence was seen to show any works to mitigate the damp and mould were undertaken from this point. The evidence therefore suggests an opportunity to improve the resident's conditions was not taken, until around eleven months later, when the windows and doors were replaced. It is reasonable to conclude the resident experienced unnecessary distress and inconvenience during the interim period.

66. It also is reasonable to conclude the condition of the property's doors had a lesser impact on the damp and mould than the windows. Nevertheless, the timeline also points to additional delays in respect of the doors. For example, it shows the landlord attempted to repair the back door on 8 February 2021, but the results were deemed unsatisfactory during subsequent inspections. No information was seen to show additional door repairs were attempted before they were replaced in September 2022.
67. The timeline also suggests the landlord failed to manage its ventilation contractor, resulting in delays. For example, its 18 December 2020 email said an extractor needed to be connected to the mains. However, the contractor's February 2021 inspection report suggests it had not been connected around two months later. The Ombudsman was unable to confirm when the unit was correctly installed. However, the resident's email update to the landlord on 9 March 2021 does not reference any outstanding ventilation repairs.
68. This assessment considered one month a reasonable timeframe to resolve the above installation issue. As a result, the timeline suggests an unreasonable delay of around seven weeks occurred in respect of the ventilation. This calculation is based on the period between 18 December 2020 and 9 March 2021. It is reasonable to conclude that damp and mould levels at the property were impacted by this delay. That said, the delay represents a lesser failure in comparison to the issues identified above.
69. The timeline therefore points to total delays of around 20 months based on the period between 18 December 2020 and 24 September 2022. It also confirms the resident was concerned about the security of the property while the doors remained ill fitting. Again, the overall effect on the resident and her family should not be underestimated. The evidence suggests the landlord failed to approach the damp and mould appropriately and, as a result, the resident's welfare was adversely impacted over an extended period.
70. Overall, there was maladministration in respect of the landlord's response to damp and mould at the property.

The landlord's complaint handling

71. The evidence points to significant failures in respect of the landlord's complaint handling. Broadly, they appear to stem from its policy of treating resident expressions of dissatisfaction as a service request in the first instance. For example, the evidence suggests the landlord failed to respond appropriately to the Ombudsman's October 2020 request to address the resident's concerns through its formal complaints process. Similarly, it also failed to respond appropriately to the councillor's email on 26 November 2020.
72. It is reasonable to conclude the resident approached third parties, such as the Ombudsman, because she was unhappy with the landlord's efforts to resolve the situation internally. On that basis, the landlord should not have treated the third party correspondence as a service request, particularly after it became aware of the November 2020 survey findings. Given the gravity of the situation, the landlord should have proactively raised a complaint to ensure its records were accurate. This may have helped to ensure it addressed each of the resident's concerns accordingly.
73. Nevertheless, the landlord failed to raise a complaint until around 15 December 2020. Further, though they were raised during emails on 10 December 2020 and 14 January 2021, the complaint it raised ultimately failed to address some of the resident's key concerns. For example, the distress and inconvenience she was caused by the landlord's failure to check the suitability of the temporary accommodation prior to the decant. The resident's concerns were clearly stated and the landlord's failure to address them was inappropriate.
74. The landlord's own timeline suggests it ultimately recognised some of the resident's correspondence from around November 2020 were complaints. However, the councillor's email suggests she complained about the temporary housing from August 2020. On that basis, it is difficult to understand why the landlord only raised one formal service complaint between June 2020 and August 2021. The resident has consistently said the landlord either closed unresolved complaints or failed to respond altogether.
75. The Ombudsman was unable to determine if the landlord has since changed its policy around service requests. Section 1.4. of the Housing Ombudsman's Complaint Handling Code (the Code), published July 2020, said "a landlord shall accept a complaint unless there is a valid reason not to do so". Section 1.4. of the updated Code, effective April 2022, says "Landlords should recognise the difference between a service request and a complaint". The above shows the landlord's complaint handling was contrary to the Code from around August 2020.

76. In relation to the second complaint, the landlord failed to inform the resident it needed additional investigation time before the relevant deadline expired. The timeline suggests it also failed to provide her a further update as promised. Additionally, from the wording of its final response letter, the landlord failed to acknowledge its stage two response was delayed by around 37 working days. This is based on the period between 22 April and 14 July 2021. Again, this was inappropriate complaint handling from the landlord.
77. Overall, despite intervention from third parties, the evidence suggests the resident was prevented from addressing serious concerns through the landlord's internal complaints process. Her comments reflect the resident's lack of trust in this process. Ultimately, the landlord failed to consider awarding appropriate redress at any point during the complaint journey. It is reasonable to conclude the landlord's failure to fully engage was distressing, and that involving external parties caused the resident unnecessary inconvenience.
78. Given the serious and repetitive nature of the failures identified, there was severe maladministration in respect of the landlord's complaint handling.

Determination (decision)

79. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was:
- a. Maladministration in respect of the landlord's handling of a temporary decant.
 - b. Maladministration in respect of the landlord's handling of damp and mould at the property.
 - c. Severe maladministration in respect of the landlord's complaint handling.

Reasons

80. The landlord failed to ensure the resident's welfare during the temporary decant or redress the distress and inconvenience arising from its failure. The failure resulted from a flaw in the landlord's decant policy. The impact on the resident was severe.
81. The landlord failed to consider replacing the property's windows and doors from HHSRS or disrepair perspectives. The evidence suggests it also failed to manage its contractor resulting in delays. The timeline points to total delays of around 21 months. The landlord failed to mitigate mould and damp at the property during this period.
82. The resident was prevented from addressing serious concerns through the landlord's internal complaints process. Ultimately, she failed to attain appropriate redress until around 23 months after the decant, based on the timing of this

assessment. The landlord's overall complaint handling caused her distress and inconvenience.

Orders and recommendations

Orders

83. The Ombudsman orders the landlord to pay the resident a total of £5,700 in compensation within four weeks comprising:
- a. £3,000 for any distress and inconvenience the resident was caused by the above identified failures in respect of the landlord's handling of the temporary decant.
 - b. £2,000 for any distress and inconvenience the resident was caused by the above identified delays and failures in respect of the landlord's handling of damp and mould.
 - c. £500 for any distress and inconvenience the resident was caused by the above identified delays and failures in respect of the landlord's complaint handling.
 - d. £200 (in total) which the landlord awarded in its complaint responses on 22 January, 21 February and 14 July 2021. If the landlord has already paid this sum it should be deducted from the above total.
84. The landlord to inspect the property for damp and mould within four weeks. The landlord should use different specialist contractor to obtain a second opinion. The survey should focus on reasonable steps which could be taken to further mitigate the damp and mould. The landlord should share the report's findings with the Ombudsman.
85. The landlord to review its decant policy, in light of this report's findings, and share details of its identified improvements with the Ombudsman within four weeks. The flaw, which allowed it to decant the resident without inspecting the alternative accommodation, is a key issue to be addressed. The landlord may wish to obtain relevant legal advice. It is accepted the decant policy is under review, so the full policy wording is not required.
86. The landlord to review its complaints policy to ensure its compliance with the current Code. The landlord's policy around first time expressions of dissatisfaction has been shown to produce unfair outcomes in addition to being a source of discontent. The landlord should share its findings or updated policy wording with the Ombudsman within four weeks.

87. The landlord to share this report's key findings with relevant staff to drive service improvements. The landlord should detail its specific actions to the Ombudsman within four weeks.

Recommendations

88. The landlord to contact the resident and establish whether she wants any other concerns, for example its ASB case handling, to be addressed through its internal complaints procedure.

89. The landlord to contact the local authority about the resident's rehousing request and provide her a written update on the current situation.

90. The landlord should provide evidence of compliance with the above orders and confirm its recommendations with regards to the recommendations within four weeks.