

Housing

Ombudsman Service

REPORT

COMPLAINT 202101383

Hammersmith and Fulham Council

15 December 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 response to the resident's reports of:
 - a. Low and intermittent water pressure.
 - b. Damage within the toilet room.
 - c. Damage within the bathroom following the replacement of the sink.
 - d. Window disrepair, including a gap in one frame and an associated draught.
2. The resident has complained about the landlord's communication and complaint handling.
3. The Ombudsman has also considered the landlord's record keeping.

Background and summary of events

4. The resident is a tenant of the landlord's property. The property is a two-bedroom flat situated on the 7th floor of a residential building. The resident lives with her partner and young children, and in 2020 and 2021 was undergoing treatment for cancer.
5. The resident has said that since 2018 repairs have not been managed appropriately by the landlord. She has said that repairs are either left incomplete or have been badly managed leading to new issues arising.
6. Between 2020 and 2021, the resident raised a series of complaints with the landlord about various repairs issues at the property. These are defined as follows:

- a. Complaint A was raised in May 2020 in relation to the water pressure issues. The stage one response was issued within the same month. This complaint was not escalated to stage two of the landlord's complaints procedure.
- b. Complaint B was raised on 24 July 2020 following a leak affecting the toilet room. The stage one response was issued on 13 November 2020, and the stage two response on 30 July 2021.
- c. Complaint C was raised by the resident on 11 March 2021. Within Complaint C, the resident referred to the water pressure issues – and that they remained unresolved. She also commented on other outstanding repairs within the property, including damage within the toilet room, damage within the bathroom and the condition of the windows. The stage one response to Complaint C was issued on 13 July 2021, and the stage two response was issued on 22 May 2022.

Water pressure

7. In the summer of 2019, the resident contacted the landlord to report concerns about the water pressure within the property. The resident says that there was insufficient pressure, particularly in relation to hot water. While there was hot water, it would quickly turn cold and remain that way.
8. From the evidence provided to this Service, it is unclear what action the landlord took in response to the resident's report. However, it is noted that some inspections were undertaken. By October 2019, it was identified that a block shut down would be required to further assess the situation; however, this remained outstanding in November 2019 and no further action could be taken by the plumber who had attended to investigate the issue. No further action was taken by the landlord between November 2019 and May 2020. The country entered its first national lockdown in March 2020, following the outbreak of the Covid-19 pandemic. During this period, only emergency repairs could be undertaken by landlords.
9. The resident raised a formal complaint (Complaint A) about the situation in May 2020, as she was unhappy with the lack of response to her concerns. A copy of the resident's complaint has not been provided to this Service. However, the landlord issued a stage one response to the complaint on 18 May 2020. Within this, it said:
 - a. Following the outbreak of the Covid-19 pandemic, and the associated restrictions, obtaining information and arranging repairs had been more challenging than usual.
 - b. It understood the resident's complaint to be the following:

- i. The resident had reported a problem with low water pressure on numerous occasions, and despite several visits the matter had yet to be resolved.
 - ii. It was taking on average 30 minutes to run a bath, and the shower switched from hot to cold water.
 - iii. She was located on the seventh floor of the building, and residents from the fifth floor upwards had raised similar concerns. She therefore wished for the communal booster pump to be checked.
- c. It had spoken to the team that maintained the pumps and they advised that these were checked on 22 April 2020, and were working correctly.
 - d. It had not received any reports from other residents about booster tanks.
 - e. It understood that a member of its resolution team had been in touch, and its contractor would be visiting the resident on 27 May. The plumber would carry out a full investigation into the cause of the low water pressure, and carry out any repairs to the system as necessary.
 - f. The complaint had been upheld given the length of time it had taken to investigate the cause of the low water pressure. It wished to apologise to the resident for the distress and inconvenience she had been caused.
 - g. If the resident was unhappy with the response, she could ask for her complaint to be escalated to stage two of its complaints procedure.
10. The appointment went ahead as scheduled on 27 May 2020, and investigations were undertaken to try to find the cause of the problem. The resident's neighbour in the property above confirmed that their water pressure was adequate, and it was therefore considered that the problem was affecting the resident's property alone. The plumber concluded that it would be necessary to carry out a "block shut down"; however no further information in relation to this was provided.
11. At the beginning of July, the resident chased the matter. She contacted the repairs complaints department, explained what had happened and advised that she had not heard anything further since the beginning of June. The resident said that she was finding the situation stressful, and was concerned that nobody was getting back to her. Towards the end of July 2020, the landlord's plumbing team visited the property with supervisors. The resident says that she was assured that they were aware of what was causing the problem, and would resolve it as quickly as possible. However, following this visit, the resident heard nothing further.
12. The landlord changed its contractor in August 2020, and the resident says that she subsequently learnt that at this time any jobs which had been inspected or raised prior to the handover were regarded as cancelled or deleted.

13. As she was unhappy with the situation, the resident contacted the member of staff who was dealing Complaint A. She arranged for the property to be visited by a surveyor so that a further water pressure check could be carried out. The visit took place at the beginning of November 2020. Following this, the surveyor recommended that the gas team visit the property to check the boiler, to see whether this or connecting pipes were hindering the water flow. The resident says that during the visit, the surveyor did confirm that the pressure met the "minimum requirement of flow", however, she was not made aware of what this was.
14. A gas engineer subsequently visited the property on 29 December 2020. Following an inspection, it was suspected that there was an issue with the pipes leading to the boiler and that they may have been blocked by limescale. A request was made for a plumber to attend to carry out further investigations and repairs.
15. A plumber did attend the property on 18 January 2021. However, he advised at the time that his intervention had not resolved the issue and that he considered that only an electric pump would provide an effective solution. This was confirmed by a boiler engineer who attended the following week to repair a boiler leak. The resident says that she was previously informed in 2020 that the landlord did not install pumps within its properties.
16. The resident was later visited by the local authority's Senior Commercial Inspector (the inspector). The resident says that she was unaware of why the visit had been arranged; however the inspector indicated that it was likely as a result of the complaint which had been raised. During his attendance, the inspector confirmed that the problem was not derived from the mains pump; however he carried out further inspection and advised that a full report would be compiled by 5 March 2021. The report would contain details of what he had found on inspection and details of any follow up checks that would be required.
17. The resident wrote to the landlord on 11 March 2021(Complaint C) to raise a further formal complaint about its response to the issues that she had reported. Within her correspondence, the resident expressed concern that the situation was yet to be resolved in March 2021, despite having raised a complaint about the same issue - Complaint A - in May 2020. The resident had not escalated Complaint A to stage two, as she had been hopeful that a resolution could be found; however, this did not appear to be possible. The resident said that as a result of the pressure issues, the family had not been able to have a bath in the last two years plus. The resident added that while they had a shower, the water went from being hot to cold very quickly, and would then remain cold. This was particularly unpleasant in the colder months.
18. In April 2021, the resident contacted this Service for assistance. She advised that she had raised several complaints with the landlord, but did not seem to be

getting anywhere. The resident explained that she had raised a stage one complaint in March, but the deadline for a response had since passed. She asked for her concerns to be escalated; however, despite this, a stage two response had not been forthcoming.

19. Meanwhile, the landlord's contractor attended on 2 June and found that the flow pressure from the pumps was "all sufficient and in line with recommended bar". However, it was noted that water pressure on both the floor above and below the resident's was poor. The contractor accessed the roof and found six gate valves on a two inch supply from the pump, and that a job would be raised to check whether the gate valve had dropped and was restricting the flow. The contractor considered that once this was complete, it would be able to pinpoint the problem area.
20. Following further communication with the resident, this Service wrote to the landlord on 17 June 2021, and asked it to issue a response to the complaint. The landlord replied on 23 June 2021 to advise that the complaint was at stage two of its complaints procedure. Meanwhile, the resident contacted the landlord on 2 July and asked for a response to her complaint to be provided. The resident said that in addition to the complaint response being outstanding, she had not received any update confirming when works relating to the water pressure were going to be carried out. She therefore wished to be updated regarding this, and the other issues that were outstanding.
21. By 9 July 2021, the resident had not received any communication from the landlord. As such, this Service wrote to the landlord again and asked it to get in touch with the resident within five working days, and to ensure that a stage two response was provided within the 20-working day timescale set out in the Ombudsman's Complaint Handling Code (the Code).
22. The landlord issued its stage one response to Complaint C on 13 July 2021. Within this, it said:
 - a. It understood that the resident was unhappy with outstanding repairs in her home, including the issue of low water pressure, which was affecting her water supply.
 - b. In relation to the water pressure, it could see from its system records that a repair to the water boosters in the building took place on 24 June 2021. In addition, the pressure gauge and valve had been renewed on the pump of the block. This had improved the cold water pressure in the property. However, it had been determined that the hot water pressure was still low.
 - c. An appointment had been scheduled for 14 July 2021 for its contractor to attend the property and check the boiler pipework and stopcock within the property.

- d. If the resident was unhappy with the response, she could escalate her complaint to stage two of its complaints procedure.

23. The resident wrote to the landlord on 27 July 2021. Within her email, she said she had received the landlord's stage one response and she was unhappy with the contents – in addition to the fact that it had been delayed by approximately three months. The resident said:

- a. The issue with the water pressure had been ongoing for over two years.
- b. Repairs to the mains pump and riser valves had been carried out; however, the hot water pressure had not been improved.
- c. When repairs were carried out to the mains pump on 24 June, it was noted that there was still an issue with the pressure and the landlord's contractor was asked to inspect the boiler.
- d. The contractor was happy with how the boiler was functioning, and confirmed that it was a pressure issue. The contractor added that a pressure pump would be required to allow for more water to enter the boiler. The issue was therefore referred back to the plumbing team.
- e. At the beginning of July, she had received a call from another of the landlord's contractors advising that checks would need to be undertaken as the pump was ultimately an "upgrade".
- f. When the plumber attended, a number of checks were carried out and the plumber was unhappy with the pressure of the water coming out from the stop cock or boiler. However, soon after leaving, the plumber called to advise that the matter should have been referred back to the DLO.
- g. She had not received any further updates since 14 July.

24. The landlord issued a stage two response to Complaint B on 30 July 2021. As detailed, Complaint B had been raised in relation to the damage that had been sustained within the toilet room following a leak. However, within the stage two response to Complaint B, the landlord commented on the issues with the water pressure as follows:

- a. Its surveyor attended the property on 2 June 2021 to check the water pressure. The findings appeared to be either a dropped gate valve or a partial blockage in the distribution pipework.
- b. The agreed upon process would be to cut in a 22mm tee, valve and pressure gauge downstream of the riser service valve on the roof to prove upstream valve failure.
- c. As there were two valves which could have failed, a reduced pressure pointed to the 22mm gate valve needing replacement. If that did not resolve the issue,

the operatives would need to work upstream to the common 54mm gate valve at the top of the common supply riser from the booster kiosk.

- d. Letters had been issued to all residents just in case there was potential disruption to their water supply.
- e. It wished to offer the resident £800 for the inconvenience she had been caused by this issue – amongst other repairs issues. It had also escalated the case to the Head of Contacts and Resident Service Division owing to the length of time it had taken to come to a resolution.

25. The resident subsequently referred the matter to this Service for investigation. She advised that while the landlord had acknowledged some failings, nothing had been done to rectify the issues she was experiencing. She therefore wanted the necessary works to be carried out, and for the sum of compensation to be reviewed. It is not clear what transpired towards the end of 2021; however, the resident has informed this Service that the water pressure issues were eventually resolved towards the end of January 2022.

26. On 19 May 2022, the landlord issued a stage two response to Complaint C. Within this, it said:

- a. It was sorry to learn that the resident was dissatisfied with the stage one response she had received on 13 July 2021. It also noted that the resident was unhappy that the complaint was delayed.
- b. Complaint B was responded to at stage two of the complaints process, and escalated to the Housing Ombudsman Service.
- c. It wished to apologise for the delay in issuing the stage one response. It took longer than expected to establish what actions had been taken or agreed to remedy the repair issues in the property.
- d. It was sorry for the length of time taken to complete the repairs. It acknowledged that it took “significantly longer” than the guidance times quoted in its repairs and maintenance handbook.
- e. The case was complex as there were various repairs needed by different trades. Some delays were caused as a result of its agreement with its previous contractor coming to an end. The resident also declined some appointments during December 2021 during the run up to Christmas. The works were subsequently completed on 19 January 2022.
- f. It was sorry that the resident had continued to be inconvenienced by the delays in completing the repairs. With that in mind, it wished to offer the resident £250 compensation in addition to the £800 she was offered in connection with Complaint B.

Damage within the toilet room

27. The resident has advised that in December 2019 she first noticed an ingress of water in the toilet room. The resident reported the issue to the landlord in January 2020, and advised that there was water on the floor within the room and that it was coming down the walls; however, she was unsure where the source of the leak was.

28. The resident says that she reported the matter again on 23 February and 5 May 2020 as it was persisting. During an attendance on 6 May 2020 it was identified that the resident's upstairs neighbour was experiencing a similar issue. Further investigation found that the source of the leak was a property two floors above. The property was leasehold, and the landlord was having difficulty accessing the property. It is unclear what transpired following this. However, the resident raised a separate complaint (Complaint B) regarding this on 24 July 2020, as she was unhappy with the landlord's response to the concerns that she had raised so far. The resident said:

- a. In December 2019, they noticed a leak which was in the toilet. They considered that the source of the leak was two floors above the property. At first, the problem was not too bad but soon after they noticed a puddle of water on the floor. The neighbour directly above was experiencing the same issue, and had advised that they had tried to contact the landlord about the matter too.
- b. It appeared that the source of the leak had been resolved; however, it took many attempts to get the issue sorted.

29. The landlord issued its stage one response to Complaint B on 13 November 2020. Within this it said that it understood the resident's concerns to be about a delay in carrying out repairs following a leak in February 2020. The resident wished for a surveyor to visit the property and her upstairs neighbour, and for repairs to be carried out as necessary. It said:

- a. It understood that the leak was traced back to the property two floors above the resident, and repairs had been completed. It was sorry that the resident had waited "so long" for the repairs within her home to be completed.
- b. A surveyor visited the property on 14 September and raised an order for decorations to be carried out within the downstairs toilet. It understood that the work would commence on 12 November.
- c. It wished to apologise for the inconvenience caused by the delay and poor service that the resident had received, and to offer the resident £200 compensation as a gesture of goodwill.
- d. If the resident was unhappy with its response, she could escalate the complaint to stage two of the complaints procedure.

30. The resident subsequently requested the escalation of the complaint on 26 November 2020. Within her escalation request, she said:
- a. She had initially raised her complaint in July; however, since then no further action had been taken in relation to the repair.
 - b. The most recent letter she received from the landlord seemed to suggest that the work was for “decoration”, but this was not the case.
 - c. On 29 October, she had received a text message from the landlord’s new contractor. The message advised that an operative would be attending the property on 11 November between 8am and 1pm to address “plasterwork and other finishes”. The resident called the repairs team to enquire whether this was in relation to the leak, and they confirmed this was the case.
 - d. She explained that a surveyor had attended the property on 14 September and indicated that an asbestos check would need to be carried out prior to any work taking place because of the “extensive work” that was required.
 - e. The surveyor had also included in his report – a copy of which she had been provided with – that the side plaster board and timber would need to be replaced, as would the rear of the toilet cistern and panels. In addition to that decoration work would also be required, but an asbestos check would need to be carried out in the first instance.
 - f. The repairs team called the contractor while she stayed on the line and the job was cancelled, so that testing and the other jobs could be raised accordingly.
 - g. However, the job was not cancelled and the operative attended the property on 11 November. The operative noted that it was not a simple matter of painting and decorating and reported back accordingly. However, despite this, no further action had been taken and she had not heard from the landlord about what would be happening next.
31. The landlord acknowledged the resident’s request and informed her that she would receive a response by 24 December 2020. The resident chased the matter on 28 December and 8 January 2021 as she had not received a response.
32. On 4 February 2021, the landlord’s Investigation and Information Officer (the officer) contacted the resident. She advised that the stage two complaint had been allocated to her and she was in the process of discussing the case in more detail with the repairs team. She added that she hoped to provide the resident with a response “soon”. The resident acknowledged the officer’s email the next day and asked how long it would take for the response to be issued as she had been waiting for a considerable time already.
33. On 8 February 2021, the officer advised that due to the demand on its repairs service, it may not be able to reply as quickly as it wished to. However, on

reviewing the case, it was noted that the resident was still waiting for a date for the removal of the old tank and for some internal repairs to be completed. The officer asked if this was still the case. The resident confirmed on the same day that she was still waiting for repairs to be completed. The resident added that these were not the only repairs issues within the property and that she had been trying to ensure that the others had been completed for “months and years”.

34. Evidence does not confirm what happened following this. It is noted that there was internal discussion between complaints staff and the repairs team, and that the former were trying to establish what stage each repair was at. However, no further action was taken in relation to carrying out and completing the required repairs within the toilet room.
35. On 30 July 2021, the landlord issued a stage two response using its case reference for Complaint B. Within the letter, the landlord acknowledged that the repairs within the toilet room were outstanding; however, it made no comment on the actions it had taken to date, and what it intended to do next. As detailed above, within this correspondence, the landlord offered the resident £800 for all of the issues she had experienced. It also informed her that she could refer her complaint to this Service if she remained unhappy.

Damage to the bathroom following sink replacement

36. In November 2020, an operative attended the property to carry out a water pressure flow test. During the attendance, the operative noted some additional issues and suggested that the resident report these to the repairs department. This included a crack in the handbasin in the bathroom.
37. The resident has advised that the handbasin was the original one that was fitted, and dated back to approximately the 1970s. An appointment was scheduled for 16 November for the basin to be repaired. However, the plumber who attended informed the resident that the crack could not be fixed, and that the hand basin would need to be replaced. A job to replace the hand basin was subsequently raised for 27 November 2020.
38. The replacement was not straightforward as the original pipework did not extend far enough to connect to the new hand basin. The plumber initially tried to cut out the window ledge panel, to try to reach the pipes from above. However, he was unable to cut through the ledge and instead cut out holes around the existing pipework so complete the job. The resident has advised that although the plumber was able to complete the work, when attempting to cut the ledge the plumber damaged the surrounding wall and a number of ceramic tiles.
39. The resident was concerned that a previous check had indicated that there was asbestos within the property; however, the plumber did not carry out any further

tests before cutting into the area. In addition, the tiles which had been damaged were sharp, and potentially dangerous for their then three-year old. The resident raised this with the landlord and a carpenter was booked to attend the property at the end of November. However, the resident says that when he arrived he was unaware, or uncertain, of what he was required to do. The carpenter contacted the plumber as he did not consider that the description of the repair he had received was accurate, and therefore wished to query how he was to tidy around the area and leave it in a good state of repair. The resident asked if the carpenter could contact a senior member of staff as she was unhappy about what had happened, and the then-current situation.

40. Later the same day a Site Supervisor (the supervisor) attended the property. The resident says that he was shocked to see the conditions within the bathroom, and stated that it was not fit for purpose. The supervisor took photographs of the area and assured the resident that he would be in touch the following week to discuss how the situation would be resolved. However, the resident never received a call or heard back.
41. The resident then contacted the repairs team to enquire what was happening. However, the country entered a further Covid-19 national lockdown, and no further contact was received from the landlord. The resident began to chase the matter in the New Year and asked a member of staff if they could liaise with the supervisor so that the repairs could be carried out. The resident says that the member of staff subsequently confirmed on 15 February 2021 that the supervisor could not recall visiting the property, but that he would follow the matter up.
42. On 19 February 2021, the resident received a call from the landlord's contractor to arrange for a carpenter to attend the property. The resident requested that a supervisor deal with the matter, given the issues that she had experienced up to that point. The contractor advised that it would put the request through. On 23 February, one of the contractor's operatives attended the property. The operative advised that the works could not be completed in the allocated time slot; however, he was able to make the damaged areas safe. A further appointment was scheduled for 12 March 2021.
43. As detailed, the resident raised Complaint C with the landlord on 11 March 2021. Within this, she acknowledged that the repairs had been scheduled. However, she said that she was concerned that despite being made aware that the situation within the bathroom was hazardous in November 2020, the landlord had not been in touch to follow-up.
44. The remainder of the repair was booked for 12 March 2021. While the appointment took place as scheduled, some "making good" was still required to complete the repair. This included painting, tidying some "exposed work", levelling the basin and tidying the part of the window ledge that had been sawed.

The resident chased this during April; however, she was informed that there were no open repairs on the system. She therefore sought assistance from this Service in April, and her local MP in May 2021.

45. When the landlord issued its stage one response to Complaint C on 13 July 2021 it said that its understanding was that the resident was waiting for appointment confirmations for the “final works” to be carried out in the bathroom. It advised that this had been raised with its contractor, and it would be in touch with the resident directly to arrange a suitable appointment date for the works to be completed.
46. Within her escalation request of 27 July, the resident said that she had been called on 9 June by an operative of the landlord’s contractor. During this conversation she was informed that the works would be completed on 14 June. She was unsure what had prompted the call, but she suspected that it was made following a site visit that had been undertaken by one of the landlord’s supervisors in relation to the water pressure issues. Nevertheless, she wished to stress that the disrepair had been caused by the landlord’s contractor and had been outstanding for four months and that during this period, her children had been exposed to broken and sharp tiles.
47. The resident further stated that on 14 June 2021, nobody had visited the property and she did not receive any notification to advise that the appointment had been cancelled or rescheduled. She then received a call on 22 June 2021, and the operative informed her that the works had been rebooked for 22 July.
48. It is unclear whether this went ahead as scheduled; however, the resident has confirmed to this Service that the repairs within the bathroom were completed on 29 July 2021. Despite this, when the landlord wrote to the resident with its stage two response to Complaint B on 30 July 2021, it indicated that the bathroom repairs remained outstanding.

Gap in window frame and draught

49. The resident says that in November 2020, the property was visited by another member of landlord staff. During the visit, he noted a large gap in the window frame of the lounge window. The resident says the member of staff indicated that the landlord was already aware of this. The member of staff informed the resident that she should ask for a carpenter to attend so that the issue could be inspected further – in addition to the window frame for the main bedroom, as this was also draughty.
50. A carpenter attended on 12 November; however, he advised that he could not do anything to solve the problem, and it would have to be referred to an external company so that the seal in the frame could be replaced. The resident says that

she was told that the company would be in touch by the end of that week. However, she did not hear anything further until 16 February 2021 when she chased the matter. The landlord's contractor arranged for a carpenter to again visit the property. As the previous one no longer worked for the landlord, it was considered necessary for the situation to be reassessed.

51. The second carpenter confirmed that an external contractor would be needed, and he would request for all the windows within the property to be inspected at the same time. The resident subsequently heard from the glazing company, and a visit to the property was carried out. However, the resident says that the operative who attended neither replaced the seals nor inspected all of the windows. He did advise that he would submit a report and ask for the lounge windows to be replaced as the gap could not be remedied.
52. When the resident raised Complaint C with the landlord on 11 March 2021, she advised that she had not heard anything further in relation to this, and requested an update. Evidence does not confirm what transpired following this.
53. As detailed, the landlord subsequently issued its stage one response to Complaint C on 13 July 2021. Within this it said that it understood that the resident was waiting for appointment confirmation for the replacement of her lounge windows. It said that it had been informed by its subcontractor that the windows were being manufactured with an estimated delivery time of six weeks. It acknowledged that the waiting time had been extended, and apologised for any inconvenience that had been caused as a result.
54. Within her escalation request, the resident said that the last visit to the property was in February 2021. During this, it was confirmed that the window could not be repaired and would need to be replaced – including the frame. She had tried on many occasions to seek an update on this, and had been told that approval was still pending. As such, to learn that the window was being manufactured was positive news, but it had taken a considerable time to reach this point and she was dubious that the task would be completed.
55. When the landlord issued its stage two response to Complaint B on 30 July 2021, it said there had been some confusion about the order of the windows, and unfortunately the order had been cancelled. On 7 July 2021, this had been rectified and production had started. The windows would be ready to be fitted once external works had been completed. This did not excuse “the lack of commitment in ensuring” that the works were completed, and it was sorry. As detailed, the landlord also offered the resident £800 compensation for the inconvenience she had been caused as a result of all of the repairs issues.
56. When the landlord issued its stage two response to Complaint C on 19 May 2022, it acknowledged that the resident had complained about the situation

regarding the windows; however, no further comment was provided in relation to this. The resident has since confirmed to this Service that the windows within the main bedroom were subsequently replaced.

Events after July 2021

57. After the stage two response to Complaint B was issued on 30 July 2021, the resident wrote to the landlord to advise that she was unhappy with the conclusions that had been reached, and wished for the complaint to be reviewed. Within an email dated 5 August 2021, she said:

- a. The majority of the issues within the stage two response remained unresolved.
- b. The damage within the toilet room remained unresolved, they had been assured that they would be updated in relation to the water pressure situation and had not been.
- c. She wished for the works to be dealt with; and if there were any further delays for the compensation amount to be reviewed.

58. It is noted that on 14 September 2021, the resident contacted the landlord to ask for an update in relation to all of the outstanding works at the property. On 15 September 2021, the landlord responded and advised that she would liaise with another member of staff and update the resident accordingly.

59. On 24 September 2021, a further inspection of the toilet room and bathroom was carried out at the property by a Repairs Supervisor (the Supervisor). The Supervisor wrote to staff after his visit and advised "resident indicated that the asbestos water tank is to be removed and replaced with new stud wall after leak from flat above. If this is the case I suggest removing pipework from the boiler to the bathroom and removing flexible hoses to whb (wash hand basin) then replace with new pipework and fit a (sic) electric mira advance. Low pressure shower instead of the conventional shower which is there at present. The reason to carry this out is to eliminate possible build-up of limescale or debris in the pipework which could reduce the internal diameter. I hope by carrying this out water flow will improve to bathroom as at present when tested kitchen hot water supply produced 7 to 8 litres per min and bath was between 1 to 2 litres per min. Which was very poor".

60. As detailed, evidence does not confirm what transpired during the end of 2021 and in early 2022, although it is noted that the landlord issued a stage two response to complaint C in May 2022. The resident provided this Service with an update on 29 November 2022. She said:

- a. The water pressure issue was finally resolved by the landlord's contractor on 18 January 2022.

- b. The landlord had advised that the works would be extensive and would most likely involve the removal of panels and pipes. The works were initially scheduled for December 2021; however, the resident and her partner made the decision to schedule the works for January, once her children had returned to school following the Christmas break.
- c. The plumber who attended in January advised that the full list of works was not necessary, and that a pressure pump would resolve the issue. This, together with the installation of a new water pressure pipe leading to the boiler, resolved the issue.
- d. The repairs within the toilet room commenced in October 2022, and were finalised in November. A decorator would be attending to complete the paint work.
- e. The repairs within the bathroom were completed in July 2021.
- f. The issues with the window gap and draught were still outstanding. The landlord did replace a window in a bedroom as it was blown; however, the gap between the living room window and frame remained. The resident has also expressed concern that the window in the main bedroom has yet to be replaced, and it is unsafe. This was initially raised as part of a separate complaint dating back to 2017. The resident advises that the landlord has recently suggested that the gap in the window frame could be covered with a draught excluder, although the resident is concerned that they would suffer heat loss from the property as a result.

The landlord's obligations and policies and procedures

- 61. The tenancy agreement sets out the rights and obligations of both parties. In relation to repairs and maintenance, it states – “the Council shall keep in repair and proper working order the installations in the dwelling for: the supply of water, gas, electricity and for sanitation and refuse disposal; space heating and water heating belonging to the Council”.
- 62. The tenancy agreement also states – “the Council will carry out repairs for which it is responsible within a reasonable time, giving priority to urgent repairs”.
- 63. The landlord's Repairs Handbook (the handbook) sets out the landlord's service standards and targeted completion times. The handbook sets out five different levels of priority covering emergency, urgent and routine repairs. Emergency repairs should be responded to within two hours or 24 hours depending on the circumstance, urgent repairs within three or five working days and routine repairs within 20 working days. The handbook also provides examples of the types of repairs that would fall within each category.

64. The landlord's Complaints policy states that it should "seek to resolve complaints at the earliest opportunity". The policy also explains that "responses must be open and honest, admitting fault when things have gone wrong and setting out a package of measures to put things right, including the payment of compensation".
65. If the complaint cannot be resolved at the point of service delivery, or the resident wishes to make a formal complaint, a response will be issued at stage one of the complaints procedure. Complaints at stage one should be acknowledged within three working days, and a full written reply sent within 15 working days.
66. If the resident is unhappy with the response at stage one, they can request the escalation of their complaint. Stage two complaints should be acknowledged within three working days and a full written reply sent within 20 working days. The Complaints policy explains that the landlord should always try to keep to its published timescales, but where this is not possible the resident must be informed of the reason why the timescale will not be met. The resident should also be informed of when they should receive a full response.
67. The Complaints policy states that all complaint responses should be clear and concise, honest and accurate and professional and courteous. Where a complaint is upheld or partly upheld, the response should include:
- a. An explanation of what happened and why things went wrong.
 - b. An apology for service failures.
 - c. Details of the corrective action to be taken, including the payment of compensation where appropriate and clear instructions about anything the complainant needs to do.
 - d. The name of the officer responsible for ensuring that action is taken and their contact details.
 - e. The timescales within which action will be taken.
 - f. Where appropriate, details of the measures to be taken to prevent a recurrence of the problem.

Assessment and findings

Water pressure

68. The Ombudsman has been provided with a copy of the landlord's repairs logs relating to the property, in addition to a copy of the correspondence that was exchanged between both parties. The repairs logs show that in July 2019 the landlord arranged for a plumber to attend the property. It is unclear whether this job was in relation to the pressure issue specifically, however the description reads – "thermostat shower cartridge has seized in maximum position, tenant

unable to regulate, recommend plumbers to replace cartridge or unit". The job was updated on 4 August 2019, and the operative advised that he was unable to complete all the work, but would return on 4 September. This appointment had been agreed with the resident.

69. Repair logs suggest that the appointment was rescheduled for 10 September 2019. It is unclear what action, if any, was undertaken on this date. On 13 September a new job was raised. The description reads "follow on from plumber visit re low hot water pressure throughout please check valve behind boiler to see if the valve is closed. Notes on the same job entered on 19 September read "filters need to be removed and cleared. Unable to do so as stopcock don't turn off. See filters. Refer to plumber to renew stopcock."
70. A further job was then raised on 26 September 2019 for the stopcock to be renewed. The entry in the repairs logs states that renewing the stopcock would enable the gas engineer to turn the water off "to do some work to increase the hot water pressure". The job was marked as complete on 17 October; however, a note was added which reads – "block shut down required as cannot freeze pipework to change valve".
71. In October 2019, it was noted that a block shut down was still required and that the direct labour organisation (DLO) was dealing with it. However, on 15 November a plumber attended the property. The notes read "arrive on site and water is still not being stuff off. Planner has sent email over to email team that job will have to be rebook". The repairs logs do not detail any further action in 2019, or at the beginning of 2020.
72. The next job in relation to the water pressure was raised on 14 May 2020, following receipt of the resident's complaint. The entries in the repairs logs show that by 1 June 2020, the block shut down was still outstanding. This was subsequently scheduled for 17 July 2020. The repairs logs show that the job was completed on 28 July; however, it was noted that while the new valve to the mains supply had been fitted there was still a "problem with the supply".
73. A further job was raised on 2 September 2020. This was marked as urgent. The details for the job read that although the block was shut down to replace the stopcock, there was "still no water pressure". It is unclear what action, if any, was taken on 2 September.
74. The next entry relating to the water pressure was on 13 January 2021. A job was raised for a plumber to attend to "remove old pressure reducing kit and non-return valve to boost pressure for property and to allow a better flow rate of hot water". The job was marked as complete on 18 January. However, a further job was raised on 6 April 2021 to "check cause of fault of water pressure in either pipe restriction on down service: on individual valves or branch isolator or valve

gate or sediment blocking outlet service". The notes suggest that on 19 April, further investigations were undertaken into the water pressure levels within other properties in the building. The resident sought an update on 21 April and was informed that the next step was for the DLO to inspect the mains water supply in to the building. A job in relation to this was raised on 8 July 2021. The job was marked as complete on 14 July; however, again, it is unclear what was found on inspection and what action was taken.

75. It is acknowledged that the issues surrounding the low/intermittent water pressure experienced by the resident were complex. It is also noted that the landlord, its contractor and the DLO were all involved in investigating and remedying the issues, and this contributed to some of the difficulties faced. However, the evidence does not demonstrate that the landlord was proactive in investigating, finding a solution and resolving the problem. The evidence also does not demonstrate that the landlord was monitoring the situation; and rather was reminded by the resident that the issue was ongoing. This is evidence of the repair being poorly managed in this case.
76. The repairs records are also insufficiently detailed and therefore do not clearly demonstrate the issues that were identified by the landlord's operatives and contractor. Furthermore, they do not show the approach that was being taken by landlord staff to try to find the cause of the low/intermittent water pressure. The evidence indicates that the failure to record sufficient detail within the repairs logs did impact the landlord's handling of the investigations and repairs. Clear record keeping and management is a core function of a repairs service. It is reasonable to expect repair records to detail the date and description of jobs raised and the date of inspections and follow-on works.
77. The evidence provided to this Service shows that no action was taken by the landlord to investigate the issue between November 2019 and May 2020. It is unclear why this was the case. It is noted that the situation with Covid-19 began to emerge in March 2020, and that the landlord's ability to deal with the situation may have been impacted by the national lockdown. However, following this, it would have been appropriate for the landlord to ensure that it was taking action to investigate the matter further and to find a solution. The evidence provided to this Service does not demonstrate that this was the case.
78. Within the landlord's stage two response to Complaint B of 30 July 2021, it advised of actions that were undertaken in June 2021 and what was identified as needing to take place. However, the landlord gave no indication of when the work would take place, and this was a departure from the complaint handling process as set out in the landlord's policy. Given the nature of the issue and that it was longstanding, it would have been appropriate for the landlord to provide a schedule of the actions that it would be taking, and what it would do in the event that its actions did not improve the hot water pressure. Taking such action would

have demonstrated that the landlord understood the serious nature of the issue and that it was committed to ensuring that a solution was found.

79. As detailed, the issue with the water pressure was resolved in January 2022. This was approximately two and a half years after the matter was first reported by the resident. While it is acknowledged that the situation was complex, this was a significant departure from the timescales set out in the landlord's Repairs handbook as detailed above. It is noted that the landlord did experience some difficulties in trying to investigate the cause of the low pressure and finding a solution. However, the Ombudsman has not been provided with any evidence that shows that the landlord was responded to the resident's concerns appropriately, or that it was proactively trying to resolve the matter.
80. When the landlord issued a stage two response to Complaint C in May 2022, it acknowledged that it had taken a considerable time to resolve the water pressure issues. It advised that it wished to offer the resident a further £250 on top of the £800 that was offered in July 2021. While it was appropriate for the landlord to consider awarding further compensation once the situation had been resolved, this figure was not proportionate to the inconvenience and upset that the resident and her family had been caused between July 2021 and January 2022 as a result of the time taken to resolve the issue. In addition, given that the offer of £800 was made in relation to "all of the issues" which the resident had reported, it is unclear how much of the figure had been attributed to the water pressure issues specifically.
81. The evidence provided to this Service demonstrates that the resident has been caused significant distress and inconvenience as a result of the pressure issues, and as a result of the landlord's failure to resolve the matter within a reasonable period. Within her complaint correspondence, the resident had informed the landlord that as a result of the pressure issues, she was unable to ensure that her children had a properly filled bath or a shower that did not run from hot to cold. In addition, she was undergoing cancer therapy and as a result of the treatment, she was experiencing aches and night sweats. As such, the ability to have a shower in the morning – without the water turning from hot to cold – was a necessity.
82. The landlord was aware of the resident's situation, and it was also acknowledged on several occasions within internal correspondence that was exchanged between landlord staff. However, despite this, the landlord failed to take appropriate action. The Ombudsman has therefore made a series of orders aimed at putting things right, and ensuring that the resident is compensated for the distress and inconvenience that she has suffered as a result of the landlord's failure to deal with the matter effectively.

Toilet room leak and associated damage

83. It has not been disputed that the landlord delayed in addressing the leak that was reported by the resident. The resident first noticed the ingress of water towards the end of 2019, and reported it in January 2020. The exact date of the first report is unclear from the evidence that is available. However, the resident has advised that she first noticed the water around Christmas time. The repairs logs show that on 17 January 2020 a job was raised to trace the leak. It is unclear from the records what was done during the attendance, and this information should reasonably have been recorded.
84. A further job was raised on 23 February 2020. The notes read that water was leaking through the resident's toilet ceiling and that it had been an ongoing issue since Christmas. Once again, it is unclear what – if any – action was taken. However, the job was marked as complete on 24 February. The resident chased the matter again at the beginning of May. A job was raised on 5 May, and it was noted that the leak was close to the boiler and the resident was concerned that it could be a safety issue. The job was referred to the landlord's out of hours team; however, it was noted that it was unable to gain access on 6 May. A further job was raised that day and it was marked as completed on 7 May. It is unclear if landlord staff attended the property; however, the notes read that the source of the leak was a property two floors above and that the property was leasehold. It was also noted that the landlord had been unable to gain access to the property. Evidence does not confirm what happened following this.
85. It is acknowledged that the leak was located within a leasehold property, and that there were some access issues. However, the landlord was aware that the resident was experiencing an ingress of water within her property, and that damage was being sustained as a result. Despite this, the evidence provided to this Service – including the repair logs - does not show that the landlord was in regular communication with the resident at the beginning of 2020 while the repair was outstanding. In addition the evidence does not show that the resident was kept updated about the actions that the landlord was taking to try to ensure that the source of the leak was repaired. This was inappropriate. In the circumstances, it would have been reasonable for the landlord to ensure that it was keeping the resident informed.
86. Evidence provided does not confirm when the leak was repaired. The landlord did not address this within its complaint responses either. However, from the resident's complaints correspondence it appears that the ingress of water had stopped by July 2020 – approximately six months after the issue had been reported. After the source of the leak was repaired, remedial works were required within the resident's toilet room, and the landlord was aware of this. However, the records provided to this Service do not indicate that any steps were taken to progress this until two months later, in September 2020 when the property was inspected by a surveyor and the required repairs were identified. As such, there

was an initial and unnecessary delay in inspecting the required repairs, and the reasons for this were not addressed within any of the landlord's complaint responses. Once again, the evidence suggests that the landlord's poor record keeping impacted its ability to monitor and progress the repairs, and its ability to explain how it had handled the situation when it responded to the complaint.

87. Following the inspection in September 2020, the evidence that is available does not show that the landlord took appropriate steps to ensure that the necessary jobs were raised. The first entry relating to the repairs within the landlord's repairs logs is dated 6 October 2020. The description for the job is – "replace damaged plaster board to toilet, decorate toilet walls and ceiling following water leak". On 2 November, a note was added to the job as the resident had enquired about a survey and asbestos removal. The resident was informed that the contractor would manage the works and there was a report on its system relating to the property. It is unclear what happened following this; however, the records do not suggest that any plans were made for the repairs to take place.
88. On 23 February 2021, a further note was added to the job. This read – "tenant refused our operative to do any work as she has said that she has been promised a lot more works and asbestos removal – which she wants done first before anything else". The resident chased the matter in March 2021, and while an attendance took place on 29 March, no works could commence as the asbestos check remained outstanding.
89. The next entry in the repairs logs relating to the toilet room is dated 29 September 2021. This entry was created following a survey at the property of both the bathroom and toilet room. In relation to the toilet room it reads – "walls/panels to be removed – panels tested to toilet and bathroom behind wc pan". This was marked as completed on 4 October 2021; however it is not clear what repairs, if any, were undertaken.
90. Internal correspondence exchanged between landlord staff suggests that there was some confusion about the scope of works required within the toilet room from September 2020. It is unclear why this was the case given that inspections had taken place. However, it is indicative of poor repairs management by the landlord. The majority of the repairs within the toilet room were completed in October 2022, and the room required painting at the time of the Ombudsman's investigation. The works had therefore been outstanding for approximately two and a half years. Given the landlord's service standards for repairs, this was a significant failing. In addition, during this time, the landlord failed to understand what repairs were required within the room and did not take any steps to ensure that they were completed without any undue delay.
91. The resident had previously been informed that the water tank within the toilet room contained asbestos. The landlord was aware of this, and it had been noted

within the repairs logs. However, despite this, the Ombudsman has not been provided with any evidence which shows that the landlord appropriately considered this, and whether there was increased risk to the resident and her family as a result of the water damage that had been sustained. It is noted from the correspondence that was exchanged between both parties that the resident chased an asbestos check in November 2020, February 2021 and March 2021; however, the outcome of this is unclear. Given that the resident was concerned about asbestos exposure, it would have been appropriate for the landlord to ensure that it had completed any necessary tests and provide the resident with reassurance that she was not at risk. That the landlord did not was a significant failing in its handling of the repairs.

92. As detailed, the landlord's repairs records do not contain sufficient detail demonstrating the actions that were taken by its repairs staff during attendances, and the details of any follow-on works required. Accurate and complete repair records ensure that the landlord is able to monitor and manage outstanding repairs, understand the condition of its stock and provide accurate information to residents. They also assist the landlord in fulfilling its repairs obligations, and provide such information to the Ombudsman and other third parties when required. That the landlord's repairs log does not contain sufficient detail or information is a failing in its record keeping. The landlord should now take steps to review its current record keeping practices and ensure that they are sufficient.
93. The resident has advised that works within the toilet room commenced in October 2022 – almost three years after she first noticed the ingress of water. This was a significant delay, and this Service has not seen any evidence which suggests that the delay was unavoidable. In addition, from the evidence that is available, it is unclear whether an asbestos check was carried out prior to commencing the remedial works, or why one had not been commissioned between September 2020 and September 2021 in response to specific concerns that were raised by the resident. The landlord should now ensure that it provides this Service with evidence that appropriate actions, including a risk assessment, were taken prior to commencing works.
94. It is also acknowledged that most recently the resident has experienced issues with regards to operatives attending to ensure that the works within the toilet room are complete. This is specifically with regards to an electrician that was due to attend on 29 November 2022 to reinstate the light. The resident had remained at home to ensure that she could provide access; however, this appointment was rescheduled late in the day. Given how long the repairs within the toilet room have been outstanding, it would have been reasonable for the landlord to closely monitor the works once they commenced, and to ensure they were completed without further delay and inconvenience to the resident.

95. The landlord should now take steps to put things right with the resident, and should review its processes to ensure that similar errors do not occur in the future.

Bathroom works

96. Following a visit to the resident's property in November 2020 in relation to the water pressure issues, an operative noted that the wash basin was damaged and raised a job for it to be replaced. The landlord's repairs logs show that this job was raised on 10 November. The replacement works were complex, and resulted in damage being caused within the bathroom. The plumber who carried out the works noted the resulting damage that had been caused, and advised that repairs would be completed by a carpenter in due course.

97. The carpenter attended on 27 November; however, he was unable to complete the works. The notes read that a supervisor would need to attend owing to the damage that had been caused. Evidence does not confirm what happened following this. It is noted from the internal correspondence exchanged between landlord staff that there was subsequent confusion and misunderstanding about what was required. It is unclear why this was the case, and is once again indicative of poor repairs management.

98. An appointment for the repairs was raised in March 2021 – almost four months after the damage was first caused. It is acknowledged that the country entered a nationwide lockdown in January 2021, and there were regional lockdowns towards the end of 2020. However, this does not account for the extent of the delay and evidence does not show that the landlord was proactive in managing the repairs or keeping the resident informed of the actions it would be taking to complete the repairs. As the landlord did not take such action, the resident was left to chase the repairs.

99. In addition, the resident had informed the landlord that broken tiles had been left exposed and that the situation within the bathroom was potentially hazardous given that her children were young. Despite this, there was a lack of action by the landlord for approximately four months. The landlord's Repairs handbook states that urgent repairs will be completed within three to five working days. It was therefore inappropriate that the landlord did not attend sooner to ensure that the area was made safe. The landlord failed to acknowledge or address the fact that the situation within the bathroom was considered hazardous for some time when it responded to the resident's complaint. This was inappropriate and heavy handed, and a missed opportunity to put things right.

100. Furthermore, not all works were completed on 12 March 2021. The evidence provided to this Service suggests that the remaining repairs within the bathroom were cosmetic in nature from March 2021 onwards. However, the landlord first

became aware of the issue in November 2020, and failed to ensure that the repairs were completed without undue delay. As a result, the resident had to chase the matter to ensure that the repairs were completed in full, and this was the cause of further inconvenience to her.

101. The resident has advised that the repairs within the bathroom were subsequently completed on 29 July 2021 – seven months after they were initially raised. The Ombudsman has not been provided with any evidence which shows that the landlord acknowledged this delay, and the impact that it had on the resident and her family. The landlord should take steps to do so now, and to ensure that the resident is compensated for the inconvenience that she has been caused. The Ombudsman has also made an order relating to the management of repairs to ensure that similar errors are not repeated in the future.

Window gap and window replacement

102. The evidence provided to this Service shows that there was – and is – confusion on behalf of the landlord in relation to the window repairs. As detailed, the property was inspected by a specialist glazier in February 2021 following repairs issues that were identified by landlord staff.

103. The resident has advised that the glazier informed her that he had made a recommendation for the lounge window to be replaced, and for the frame to be refitted. The Ombudsman has not been provided with a copy of the glazier's report; however, this was not disputed by the landlord within any of the complaint correspondence that was subsequently exchanged.

104. Within the landlord's complaint correspondence, it advised that there had been an error and the job had been cancelled. However, a further order was raised on 7 July 2021, and production of the windows had commenced. It advised that the windows would be ready to install what the external works were completed, although it is not known what the external works were considered to be. While the resident has advised that the window in the main bedroom was subsequently replaced, there is no evidence of any action being taken in relation to the lounge window.

105. It is not possible to tell what transpired from the evidence provided to this Service. However, the landlord had provided an undertaking in July 2021 that the lounge window would be replaced and the window frame repaired, and this remains outstanding to date. It is also unclear why the main bedroom window was replaced first, as this was not specifically referred to within any of the complaint correspondence. The landlord should now ensure that it takes action to replace the window without further delay. The landlord should also ensure that the resident is adequately compensated for the inconvenience she has experienced as a result of its handling of the situation.

106. In addition, it is also noted that the landlord's communication surrounding the window repairs should reasonably have been clearer. Given that a number of issues had been identified with the windows at the property, following the glazier's inspection, it would have been appropriate for the landlord to advise what its intended action was in relation to each room. The poor communication surrounding this issue resulted in the situation becoming confused, and suggests that the landlord did not have a clear understanding of what was required at the property.

Complaint handling

107. The landlord's handling of the resident's complaints was inappropriate and confusing. It is acknowledged that the resident had expressed concern about a number of issues. However, the evidence that is available does not demonstrate that the landlord handled the complaints in a manner that was clear or straightforward – or in line with its Complaints policy.

108. Complaint A was raised in May 2020 and related to the water pressure issues that were being experienced by the resident. The evidence suggests that this complaint was responded to in a timely manner. The resident did not escalate the complaint in 2020 as the landlord had proposed some works, and she was awaiting the outcome of these.

109. In July 2020, the resident raised complaint B in relation to the leak in the toilet room and the associated damage. The stage one response was issued approximately four months later on 13 November 2020, and £200 was offered for the inconvenience experienced by the resident. This was a significant departure from the timescales detailed in the landlord's Complaints policy.

110. While it is acknowledged that the situation regarding Covid-19 emerged in March 2020, the Ombudsman has not seen any evidence that the landlord kept the resident updated while the response was outstanding. The resident did not accept the compensation, and requested the escalation of her complaint at the end of November 2020; however, the stage two response was not issued until 30 July 2021. It is also noted that the response did not address the toilet leak and associated repairs specifically; however, it spoke about repairs at the property in general.

111. The resident raised Complaint C on 11 March 2021. The stage one response to the complaint was issued on 13 July 2021, and the stage two response was issued on 19 May 2022. Once again, the landlord departed from the timescales detailed in its policy when issuing both complaints responses. The evidence shows that between May and July 2021, the resident tried to contact the landlord to get an update regarding the outstanding repairs and to query when she could expect a

complaint response. It is also noted that the resident had made contact with this Service, and this prompted some communication from the landlord.

112. The manner in which the landlord has handled the resident's complaints is unclear and confusing. Complaints B and C were assigned different case reference numbers by the landlord; however, the issues relating to each complaint were mentioned within all of the complaint correspondence. The comments were at times brief; however the decision to merge the issues complicated the situation and raised uncertainty as to whether a further complaint response would be issued under each complaint reference. The information provided to this Service shows that the resident had tried to clarify the situation with the landlord herself; however, her comments were not noted and she was left to chase complaint responses as a result.
113. The landlord responses have also been considered alongside the information on file and it is noted that they were poor and insufficiently detailed. With regards to the stage two responses in particular, it would have been reasonable for the landlord to address each repairs issue separately and provide a history for the action that it had taken. Doing so would have allowed the landlord to identify where there had been failings in the service it provided, and what remained outstanding. It is acknowledged that the landlord did acknowledge some failings and acknowledged that some repairs remained outstanding but, despite this, it did not make a plan or advise of any steps that it would be taking to ensure that the necessary works were completed. This was inappropriate, and a further departure from the landlord's Complaints policy.
114. The landlord made three separate compensation offers to the resident. £200 was offered in stage one response to Complaint B. While it was appropriate to offer some compensation, the landlord did not advise what it would be doing to complete the repairs, and the resident understandably felt unable to accept the offer. When the stage two response to Complaint B was issued, the landlord offered £800 compensation without providing a breakdown, or explicitly stating what the failings were. This was inappropriate. The landlord had advised that the offer was made in respect of "all of the issues"; however, by communicating the offer in such a manner it failed to demonstrate that it had appropriately considered each issue and considered the impact on the resident and her family. The evidence provided to this Service shows that landlord staff were aware of the impact that the conditions within the property were having on the resident and her family, and that the resident was undergoing treatment for cancer. The landlord's failure to acknowledge this and the detriment caused to the resident as a result of its handling of the repairs when responding to her complaint was heavy-handed and inappropriate.
115. In addition, the repairs issues were outstanding, and it would have been appropriate to provide an explanation of what action it would be taking, and the

associated timescales. The landlord's Complaints policy states that such action will be taken when responding to a complaint; as such, it is unclear why this did not happen.

116. When the landlord issued the stage two response to Complaint C in May 2022, it offered a further £250. Given that the correspondence discussed the water pressure issues specifically, it appears that the offer was in respect of the delay in carrying out these works. However, it would have been appropriate for the landlord to have explicitly stated this within its correspondence. In addition, it is not considered that this was a proportionate offer in the circumstances.

117. The Ombudsman's Dispute Resolution Principles set out the approach to providing remedies. The three principles are be fair, put things right and learn from outcomes. From the evidence that is available, the landlord has not demonstrated that through its complaints process it recognised all that had gone wrong, took appropriate and proportionate steps to put things right with the resident, or that it learnt from the complaints. The Ombudsman has therefore made a series of orders aimed at putting things right with the resident, and for the landlord to review its internal processes to mitigate the risk of similar failings happening again.

Determination (decision)

118. In accordance with paragraph 52 of the Scheme, there was:

- a. Severe maladministration in the landlord's response to the resident's reports of:
 - i. Low and intermittent water pressure.
 - ii. Damage within the toilet room.
 - iii. Damage within the bathroom following the replacement of the sink.
 - iv. A gap in one window frame and an associated draught.
- b. Severe maladministration in the landlord's communication and complaint handling.
- c. Severe maladministration in relation to the landlord's record keeping.

Reasons

119. The landlord failed to investigate and resolve the resident's concerns about intermittent hot water pressure in a timely manner. While the situation was complex, the landlord was not proactive in managing the repairs and ensuring that a solution could be found. This was despite being aware of the resident's personal circumstances and the impact that the situation was having on her and her family.

120. The damage within the toilet room was left unresolved for over two years. Once again, the evidence does not show that the landlord was monitoring the situation or that it was taking steps to ensure that the repairs were completed in a timely manner. The resident also raised concerns about the water tank within the room containing asbestos; and the Ombudsman has not been provided with evidence which shows that this was appropriately responded to by the landlord.
121. The landlord's operatives caused damage within the bathroom when carrying out repairs. This was left unresolved for a period of seven months – during the first four months, the resident had advised that the situation was hazardous. Despite this, there is no evidence which shows that the landlord expedited the repair or took steps to ensure that the hazards had been removed.
122. The landlord appropriately ensured that the resident's windows were inspected by a glazier. However, following this it failed to ensure that the necessary repairs were carried out. The landlord provided the resident with an assurance in July 2021 that the lounge window was being manufactured and that it would be replaced in due course. However, the repair remains outstanding today. The landlord did replace the main bedroom window; however, this was not specifically mentioned within any of the complaint correspondence, and it is therefore unclear why this repair took place before the lounge window.
123. The landlord's complaints handling was poor, and departed significantly from the timescales and guidance detailed in its Complaints policy. The evidence shows that the landlord had also discussed all of the residents' concerns interchangeably under both complaint references, and this raised uncertainty as to whether the issue would still be investigated, or if the landlord considered that it had provided a response in full.
124. Within the complaint responses, the landlord did acknowledge that it had delayed in responding to the resident's reports of disrepair. However, it failed to advise what action it would be taking to ensure that the repairs were completed, and what – if any – internal changes would be made given the failings it had found. In addition, while offers of compensation were made, these were insufficiently explained and did not demonstrate that the landlord understood the impact that its handling of the repairs had on the resident and her family.
125. The evidence provided to this Service does not show that the landlord kept a sufficiently detailed audit trail of the actions that it was taken in relation to the repairs at the resident's property. It failed to record key information relating to each repair – including what was found on inspection, what action was taken, and what follow-up action was required.

Orders

126. Within four weeks of the date of this decision, the landlord should:
- a. Apologise to the resident in person for the failings identified by this investigation.
 - b. Re-offer the resident the £200, £800 and £250 compensation which was offered during the landlord's internal complaints procedure.
 - c. Pay the resident a total of £4700 comprised of:
 - i. £2000 for the distress and inconvenience caused by the delay in resolving the water pressure issues at the property.
 - ii. £800 for the distress and inconvenience caused by the delay in putting right the damage within the toilet room.
 - iii. £600 for the distress and inconvenience caused by the delay in carrying out repairs within the bathroom.
 - iv. £800 distress and inconvenience caused by the delay in replacing the resident's window.
 - v. £500 for the distress and inconvenience caused by the complaint handling failures identified by this investigation.
 - d. Identify whether an asbestos check was carried out within the toilet room, and confirm the actions which were taken in relation to this when removing the water tank. Evidence of any checks should be provided to this Service. If appropriate asbestos checks were not completed, the landlord should confirm to this Service what action it will take to mitigate the risk of this happening again. The landlord should also decide whether a referral to the Health and Safety Executive would be appropriate if checks were not completed, and confirm the outcome of its decisions to this Service.
 - e. Confirm with the resident and this Service when the living room window will be replaced and the window frame repaired. The time taken to complete the repair should not exceed 12 weeks from the date that the confirmation is provided.
 - f. Carry out an inspection at the property to ensure that all repairs relating to the complaint, with the exception of the lounge window, have been completed. If any of the complaint repairs remain outstanding, the landlord should draw up a schedule of works with estimated completion times. The completion times should not exceed six weeks from the date of the inspection.
127. Within six weeks of the date of this decision, the landlord should:
- a. Review the identified failings in this report relating to management of repairs in line with current processes and practices. In doing so, the landlord should ensure that it is accurately recording the details of repairs, and that they are monitored until confirmation has been received from either its staff,

contractors or resident that the repairs have been completed. The landlord should confirm the outcome of its review in writing, including all action taken or planned as a result of the review.

- b. Issue a reminder to complaint handling staff to ensure that they are:
 - i. Adhering to the timescale detailed within the Complaint policy. As per the policy, the landlord should remind staff that it must keep complainants updated where timescales may not be met.
 - ii. Exploring the issues raised by a complainant to ensure that they have a good understanding of the outstanding issues prior to responding to the complaint.
 - iii. Itemising, or breaking down, compensation offers where possible. The offer should also be accompanied by an explanation of how the figure has been reached. The factors that the landlord should take into consideration when formulating a remedy are detailed at 5.7 of the Ombudsman's Complaint Handling Code.
- c. Remind staff of the importance of clear and accurate record keeping. In relation to repairs, staff should be reminded to record sufficient information during and after an appointment. This includes what was found on inspection and what action, if any, was taken. In the event that a follow-up appointment is required, staff should ensure that clear information relating to this is recorded to avoid uncertainty or ambiguity about what is required.