

Housing

Ombudsman Service

REPORT

COMPLAINT 202102902

Southwark Council

25 January 2023

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 handling of the resident's reports of loss of heating to her home.
2. The Ombudsman has also assessed the landlord's complaint handling.

Background and summary of events

3. The resident had an assured tenancy with the landlord from 26 October 2015 to 14 June 2021. The resident had a child and was pregnant at the time of her complaint. The property was a one-bedroom maisonette.
4. The property is connected to a district heat network for the supply of hot water and heating, which the landlord is responsible for. The resident contributed to the cost of this by way of a service charge.
5. On 3 October 2020, the landlord records show that there was no heat from the communal boiler. It raised an order to restore the heating to the resident's property. On the same day the landlord arranged for two fan heaters which were delivered to the resident on or before 6 October 2020.
6. On 10 October 2020, the resident reported that the heating was still not working and reported issues with the hot water. The landlord's repairs records show that it did not raise an order for this as an existing repair was already raised for the communal block. The landlord's records show that this was attended on 12 December 2020 with the contractor stating that they attended the site and found issues with the temperature in the property and risers and it would need to check the plant room for issues.

7. The landlord's contractor visited the resident's home on 21 and 25 November 2020 to try and resolve the heating loss issue. The contractor noted that, if the heating stopped working again, he expected that there would be a blockage somewhere.
8. On 2 December 2020, the landlord wrote to residents who were affected by the communal boiler issues stating it was aware that since October 2020 there had been intermittent heating and hot water issues, it explained the works that it had already completed and that its contractor was continuing to work on solving the issues. It confirmed that any further reports of heating and/or hot water loss would be processed through its contact centre from 30 November 2020 to ensure one of its contractors could resume focus on the district heating issues and major works at the residents' block.
9. On 18 December 2020, the landlord raised an order for its contractors to attend the resident's property as there was no heating. As a result of that visit, the landlord raised an order for new radiators to be installed. The landlord's records show this was completed on 2 February 2021.
10. On 30 December 2020, the landlord raised another order for no heating at the resident's property. On the same day the resident requested to speak to a manager to discuss the ongoing issues with her heating. There is no evidence to support that the landlord's management contacted the resident.
11. On 31 December 2020, the landlord raised an urgent callout, the landlord's records state that its contractor attended the property and although they carried out works, there was still no heating to the property. The attending contractor stated that the issue may be with the communal plant room.
12. On 5 January 2021, the resident logged her first formal complaint, stating:
 - a. When the winter communal heating came on at the beginning of October 2020 she lost all heating in her living room and the rest of the radiators in her home were lukewarm and not providing sufficient heating.
 - b. The electric heaters were costing her an average of three pounds per day whilst still having to pay the heating element of her service charge of £52 per month.
 - c. Although she had contacted the landlord several times since the loss of her heating, the issues remained. She felt that her situation and the impact the heating loss had on her three year old son was not being taken seriously and her requests to speak to a manager were being ignored.
 - d. On 31 December 2020, she was told that the landlord's contractor would attend, she made arrangements to not attend work and the landlord's

contractor did not turn up. The landlord did not contact her to update her or give a reason as to why its contractor did not attend.

- e. On the last contact she had with the landlord she was told it could not do anything more and it did not know what to do regarding the radiators not working. The resident also stated that the landlord's contractors had attended around five times to look at the issue. On the last visit, they confirmed that they could not help further as they thought the problems were beyond her property.

13. On 5 January 2021 the landlord raised another order to address there being no heating at the resident's property.
14. On 6 January 2021 the landlord acknowledged the resident's complaint and stated the repairs resolution team would aim to respond by 27 January 2021.
15. On 20 January 2021 the landlord raised another order regarding no heating at the resident's property.
16. On the same day, the landlord wrote to all residents that were affected by the loss of heating, stating it was aware that many homes still did not have full heating and apologising for the inconvenience. Despite the contractors trying different methods to fix the issue, the cause of the issues remained unknown. It explained that reinstating the heating to the residents' homes was a priority and it had appointed a Professional Technical Advisor (PTA) to investigate the heating issues. The PTA would issue their report by 22 January 2021, at which point the landlord would review it and put an action plan together to resolve the issues.
17. On 27 January 2021, following on from the landlord's contractors visit to the resident's property on 20 January 2021, the landlord's records show there was no heating to the property, despite carrying out work on the system at the property. It stated that it was a possible plant issue and a supervisor may need to attend. It confirmed that all radiators in the property, except the hallway one, which was lukewarm, were not working.
18. On 5 February 2021, the landlord wrote to all affected residents. It explained it would be carrying out work for which it needed to disconnect the properties' heating system from one plant and connect it to another on 22 February 2021. It explained that this change would deliver heating and hot water to more blocks. It also explained it instructed its contractor to carry out further works and would endeavour to complete much of the work by 22 February 2021. It apologised for the ongoing issues and confirmed it would not be carrying out work recommended by the PTA, which was to install a temporary boiler house to serve the blocks until the plant room works were completed, as it would take longer to complete.

19. On 19 February 2021, the landlord issued its stage one complaint response to the resident stating:
- a. The resident's heating was connected to the communal distribution circuit which meant that the heating levels may fluctuate. It stated it was a work-in-progress.
 - b. It was unable to contact the resident by telephone to discuss her complaint. It confirmed that it would not be carrying out works to the radiators due to COVID restrictions. It explained that once its service was up and running, the resident would be able to report the issue through the usual channels.
 - c. It apologised for any inconvenience the resident had experienced and explained that its contractors were working on resolving the issue. An annual inspection would be taking place and it hoped recommended works from this would be able to identify the issue and resolve the resident's complaint.
20. On 26 February 2021 the landlord issued another letter to all residents affected by the issues, it explained that it was aware not all properties had heating restored. It apologised and explained further works were scheduled to take place and in order for these works to be carried out the heating and hot water systems would need to be shut down. It confirmed its contractor appointed a resident liaison officer who would contact all residents to ascertain the current status of the heating delivery across the blocks. It also stated it would continue to contact the residents so it could capture accurate and up to date information on how many properties were having issues and those that were resolved. It apologised for the inconvenience and length of time it was taking to resolve the issues.
21. On 10 March 2021, the landlord's records show that, while on the phone to the resident, the landlord's housing officer emailed the landlord's contractors and the complaints team explaining that the resident:
- a. Did not have heating since September 2020 up until the present and was told by the contractors that the fault was with the plant room and not the resident's property.
 - b. Had fan heaters but could not afford to constantly use them and required financial aid to pay for them.
 - c. Would like the heating and hot water charge removed and compensation for the loss of heating to her home.
 - d. Had a small child which had a bad cold and could not attend nursery because of the covid restrictions.
 - e. Requested temporary accommodation as the property was very cold.
22. The housing officer asked for the relevant departments to contact the resident.

23. On 11 March 2021, the complaints team emailed two members of staff and explained that it had received an escalation request from the resident. It stated before it would move the complaint to stage two, the members of staff would need to confirm whether they wanted the complaint to escalate to stage two of its complaints procedure. This service does not have a copy of the original email.
24. On 16 March 2021, the landlord's records show that its contractor carried out a heating survey at the resident's property and completed work to the heating system which restored the heating for around 30 minutes. Its contractor confirmed that they believed that the issue was a communal issue rather than an isolated one and stated that they would arrange access to other properties to balance the system.
25. On 18 March 2021, the resident emailed the landlord stating that she had not heard from it regarding the complaint she filed in January 2021. She requested:
- a. all the charges she incurred since October 2020 up until the present day for the use of the temporary heaters, which was costing her an average of £3 to £4, to be reimbursed to her.
 - b. The heating and hot water service charges reimbursed to her.
 - c. Compensation for the stress she felt the landlord had caused her as she was heavily pregnant and her three year old son had suffered severe colds, as well as compensation for the distress of the ongoing problem.
 - d. She also requested her complaint be escalated if nothing could be done at that stage.
26. On 19 March 2021, the resident informed her landlord there was no heating to her property and explained that she did not have any heating for the year and she was pregnant. The landlord's records show that it informed the resident that the heating loss was due to another communal outage and engineers were on their way to look at the communal boiler.
27. On 19 March 2021, the resident called the landlord's complaint team stating that she had not received a response to her complaint and requested her complaint be escalated to stage two. As a result, the landlord's records show its complaint team reiterated what they stated on 11 March 2021 to their colleagues.
28. The landlord decided that a new complaint would be created for the major works team to oversee, as the issue was deemed to be an ongoing problem with the communal boiler which was being overseen by the major works team.
29. On 22 March 2021, the landlord's housing officer emailed staff members who were involved with fixing the heating and overseeing the resident's complaint, expressing that he was concerned that the resident's housing situation was

complex as she had a small child and was pregnant. He requested that the resident should be updated regularly to avoid the complaint being escalated and asked the contractor to ensure the newsletter it was sending to all residents affected by heating loss included the resident's address.

30. On 6 April 2021, the resident emailed the landlord asking for an update on her complaint. She explained that from October 2020 until the day she emailed she did not have heating or hot water and despite contacting the landlord about her complaint she had not received an update. She was concerned that she had now been told that her complaint was closed, although she had asked for it to be escalated to stage two and was unaware that it had been closed. She confirmed that:
- a. She requested that her complaint was escalated to stage two because she felt her landlord neglected her and was not taking the impact of the heating loss to her home on her son seriously.
 - b. She was at a financial loss as she continued to pay for the heating element of the service charge, as well as paying for the electric heaters which were costing her four pounds a day since her heating stopped last year, and she wanted to be compensated for both.
 - c. She requested temporary accommodation which was refused, which had a detrimental impact on her and her son as he became very ill.
 - d. She was promised by her housing officer that she would be copied into emails about the ongoing issue and was promised a call back but subsequently was not and did not receive a call back.
 - e. She was contacted by a member of the complaints team on 10 March 2021 and she explained what she would like as outcome to resolve the issue but had not received an update since.
 - f. She wanted the ongoing issues resolved and compensation for the harm and stress the landlord had caused due to the situation.
31. The landlord's records show that its complaint team asked for an update on the resident's complaint from the major works team. It confirmed that a new complaint was raised as requested by the major works team for the major works team to oversee. It reiterated that it received an escalation request in March which it informed the team of. The repairs resolution manager confirmed that the complaint continued to sit with the major works team.
32. On 20 April 2021, the landlord's records state that it resent its stage one response to the resident and sent the resident's email to its stage two team.
33. On 27 April the resident's MP contacted the landlord on her behalf reiterating the concerns in her previous correspondence with the landlord.

34. On 6 May 2021, after being contacted by the resident, this Service contacted the landlord and included the resident's concerns, which also included that although it was May the temperature was still cold and if the issues were going to continue she would like to move to temporary accommodation. This Service requested that the landlord contact the resident and complete its internal complaint process if it had not done so already by 3 June 2021.
35. The landlord acknowledged receipt of the Ombudsman correspondence and stated it would look into the matter and was currently working on a solution to resolve the issues the resident and her neighbours were experiencing.
36. On 9 June 2021, the landlord issued its second stage one response. It apologised for the delay in responding to the complaint. It stated that the problem had been resolved and she would receive compensation within the next four to six weeks. It concluded that if the resident was unhappy with its response she could escalate her complaint and provided the relevant contact details.
37. On 11 August 2021, this Service contacted the landlord a second time as the resident had contacted us and confirmed she had not received a formal response in line with the complaints process and the Complaint Handling Code. This Service requested that the landlord issued its final response to the complaint within five working days.
38. On 12 August 2021, the landlord stated that it previously wrote to the resident to confirm that £270 compensation was due to be made for the heating loss and confirmed in later internal communication in August that the resident's compensation could be paid directly into her bank. This Service does not have a copy of the original letter.
39. On 23 August 2021 the resident wrote to her MP advising that she had not yet received her compensation and expressed her frustration with the landlord as she felt she was being constantly ignored.
40. On 4 September 2021, the resident provided her bank details to her landlord, and requested, before it paid her the compensation, that it confirm how much the compensation award was and when the payment would be made.
41. On 6 September 2021, the landlord replied to the resident. It apologised for the delay and stated compensation would hopefully be paid by the end of the month.
42. On 14 and 23 September 2021, this Service asked the resident for an update on her complaint, she confirmed that she would be receiving compensation, but the landlord was yet to confirm the amount. In October, the resident contacted her MP and this Service stating that she still had not received the compensation.

43. On 8 October 2021, the resident raised her concerns that the compensation offered by her landlord was insufficient because it did not cover the period she was without heating which was from October 2020 to March 2021, during which she paid on average four pounds per day on electricity due to using the electrical heaters the landlord provided. The resident was also concerned that the other issues she previously raised were not addressed.
44. On 19 October 2021, the landlord apologised to the resident for not issuing her compensation sooner and requested her bank details in order to pay her compensation directly to her bank.
45. In November 2021, this Service contacted the landlord requesting it to contact the resident and complete its internal complaint procedure by 25 November 2021.
46. The landlord failed to comply with the 25 November 2021 deadline. Therefore, on 4 January 2022, this Service issued the landlord with a Complaint Handling Failure Order which required the landlord to issue a formal response to its resident by 11 January 2022.
47. On 10 January 2022, the landlord acknowledged the resident's stage two escalation request and stated it would be reviewed by a senior manager and a response would be issued by 14 February 2022. On the same day, the landlord issued its stage two response:
- a. The landlord apologised for the delay and lack of response to the resident's complaint. It confirmed that the resident was without heating for 90 days, which it compensated her for, in line with its compensation policy. The compensation total award was £270.
 - b. The delay in compensation was down to it hand delivering the compensation award to the property, after she had moved to another address, and was not picked up by the team dealing with the compensation.
 - c. It awarded the resident a further £50 for the lack of response and confirmed that it was upholding the resident's complaint.
48. On 10 February 2022, the landlord responded to the resident's concerns raised on 8 October 2021. It was happy to reconsider the compensation that it awarded the resident, and it was looking into the matter.
- a. It stated that it was unable to issue a refund for the heating element of the service charges because, as the resident's block was using temporary boilers, it was unable to obtain a meter reading and the councillors and senior management agreed the compensation levels. Therefore the heating element of the service charges would not be refunded.

- b. It confirmed that it was able to look into the additional costs the resident spent on her electricity, in order to do so, it would need the relevant billing documents from the resident.

49. On 14 February 2022, the resident escalated her complaint to this Service. Her complaint stated that the level of compensation was not sufficient, as she did not have any heating and partial hot water from October 2020, until she left her property in June 2021. Within that time she made various calls to different members of the landlord and its contractors.

- a. The resident stated that she would like her landlord to take into consideration its failure to provide heating and hot water during the winter months, taking on board that she was pregnant and with a small child.
- b. As a remedy the resident requested that she was reimbursed the £52 service charge in relation to the heating. The 90 day calculation for the compensation should be re-calculated to reflect when she lost heating, which was from October 2020. The landlord should also award compensation for the time, trouble, distress and 'the disaster' the landlord had caused, taking into account "psychosocial factors".

Assessment and findings

The landlord's policies and procedures

50. The landlord's repairs tenant guide categorises total or partial loss or heating or hot water between 1 October and 31 March as an emergency repair. Its contractors will attend within 24 hours.

51. The landlord's compensation policy states that it can compensate for distress, delays and time and trouble suffered by the resident, each category has compensation levels the landlord can award its residents.

52. It also states the landlord will compensate the resident for communal heating or hot water outages lasting longer than 24 hours by automatically paying the resident £3 for each whole day for the duration of the outage. It goes on to say that it will also reimburse the heating and hot water element of rent paid for its tenants for the same period.

53. The landlord's complaint policy states a time limit for responding to complaints which is 15 working days for the first complaint stage and 25 working days for the review phase, also known as stage two. It expects to keep in regular personal contact with customers until the complaint is resolved, address the issues raised and apologise where it has not met its standards, explain what went wrong and what it has done to put things right.

54. It explains that with some complaints the landlord may provide a final decision at the complaint phase so that there is no need for the complainant to go through the review phase. This is where it deems that it is not at fault and that its response would be the same after a review of the complaint.

The landlord's handling of the resident's reports of loss of heating to her home

55. It is clear that the landlord was aware of the issues with the district heating system which started at the beginning of October 2020, as evidenced by its communication to affected residents from December 2020 to February 2021. Whilst this service acknowledges that the landlord attempted to keep its residents updated in writing, the evidence shows that the resident's individual case was not included in the wider issues and continued to be treated as an individual issue.

56. This is evident by the visits made in December 2020, January 2021, February 2021 and March 2021. Each visit report stated that there was a wider issue with the plant room, however this Service has not been provided with information that shows that each report was fed back to the relevant team overseeing the wider issues with the district heating system.

57. The PTA's report (18 January 2021) also stated that "It is not clear what works are carried out by the incumbent heating contractors break down engineers when they attend indwelling heating issues. The [landlord's second contractor's] project management team have stated that when the incumbents engineers attend break down calls, their engineers do not report to [their] site office before attending to the dwellings. This causes misinformation between the incumbent heating contractor and [the second contractor] as both contractors may not be aware of what each other is doing to rectify the issues with the heating system, this will have long term negative effect to resolving the indwelling heating issues."

58. Therefore, at least part of the delay to rectify the issue was due to the landlord's failure to ensure the resident's heating loss was included in its consideration of the wider issues of the block and the PTA had set this out in its findings to the landlord. Given the issues around communication between the contractors and the link between individual heating loss and the overall district heating system breakdowns, it is of concern that the landlord did not take further steps to ensure that there was a co-ordinated approach to resolving all the issues.

59. The records show that the onus was put on the resident to contact the landlord in order to receive visits to investigate the issues. Despite the landlord's letter in February 2021 stating that its contractor appointed a resident liaison officer to contact all affected residents and confirmed that it would also contact the residents, this Service has not been provided with evidence to show that the resident was contacted. Therefore, the landlord failed to deliver the service it

stated it would, resulting in the resident incurring undue time and trouble chasing the landlord for an update.

60. The resident stated in her email in March 2021 that the landlord refused to move her into temporary accommodation. This Service has not received evidence that shows how the landlord assessed this decision. It is of the Ombudsman's opinion that an objective and clear risk assessment of the decision should be evidenced on file. This Service has not received evidence to support the landlord's decision to decline the resident's request for temporary accommodation.
61. The landlord used 90 days to calculate the resident's compensation for heating loss, using the timeframe of 30 December 2020 to 16 March 2021, however, that period is 77 days not 90 days. However the landlord has honoured the 90 day time period for its compensation calculation. In correspondence to this service the landlord stated the district heating was fixed on 16 March 2021. The landlord states that this timeframe was used based on repair logs and as it could not differentiate in that timeframe whether the loss of heating was an individual household issue or a communal issue, it compensated the resident for the whole period. However, it is clear by the evidence provided by the landlord that on 19 March 2021 it informed the resident that there was an outage in the communal boiler. Therefore the 16 March 2021 date of works being completed is incorrect.
62. The resident's loss of heating was from 3 October 2020. This is evidenced by the landlord's records confirming that it identified there was an issue at that time by way of its repair logs.
63. Although the landlord provided temporary heaters, there is no evidence to support that the landlord took into consideration that the resident was pregnant and had a small child, and the impact of having no proper heating over the winter period would have had on her and her family.
64. It is therefore of the Ombudsman's opinion that the landlord should compensate the resident for the loss of heating from 3 October 2020 until 31 March 2021, which is 180 days.
65. This service acknowledges that the resident stated in her complaints from January 2021 onwards that she did not have heating from October 2020 until she left the property in June 2021, however this Service has not received evidence by way of repair logs or any other correspondence between the resident and landlord to make a definitive decision on the cause of the heating loss issues past 31 March 2021.
66. However, this Service does not have evidence to confirm the issues post March 2021 were dealt with satisfactorily by the landlord. It was again left to the resident to continue to contact the landlord to seek a resolution to the heating issues. It is

not reasonable for the landlord to expect the resident to continually report issues. It is the Ombudsman's opinion that this is a failure on the landlord's part, as although knowing of the history of the district heating issues and the resident's circumstances, it failed to keep the resident informed and as a result she incurred unnecessary time, trouble and distress pursuing the matters.

67. The landlord stated that it could not reimburse the resident's heating element of its service charges as it was adhering to its compensation policy. However, it did not take into consideration its compensation policy fully, which states it will also reimburse the heating and hot water element of rent paid for its residents for the same period. Therefore, the landlord has failed to comply with its policy and should reimburse the resident using the 180 day timeframe to calculate the compensation.
68. The resident stated in her stage one complaint, that the landlord's contractor did not attend a visit on 31 December 2020. However the landlord's records show that its contractors attended the property on that day. The Ombudsman acknowledges that there is conflicting evidence, therefore cannot say that the landlord definitively failed to attend the appointment. However, given that the resident raised this in her stage one complaint submission, the landlord should have addressed this point itself in its response to her complaint. This was a missed opportunity for it to clarify its position on this aspect of her complaint.
69. It is clear that the landlord's overall handling of the resident's reported repairs was unsatisfactory. Therefore the Ombudsman has found that there was maladministration by the landlord in respect of its handling of the resident's reported repairs and has made an order of compensation in recognition of this.

The landlord's complaint handling

70. The resident made a formal complaint on 5 January 2021, the landlord acknowledged the complaint and confirmed it would respond by 27 January 2021. The stage one response was issued on 19 February 2021, which is 33 working days after the resident complained and 18 days past its own response deadline. It did not acknowledge or apologise for the delay in its response. With no evidence to suggest that the landlord informed the resident of potential delays to its response, coupled with the lack of apology, the landlord failed to comply with its policy.
71. The stage one response itself was inadequate and failed to answer the resident's concerns as highlighted in her complaint. It also gave incorrect information stating that the radiators would be replaced once covid restrictions were lifted, however the radiator works were completed on 2 February 2021, two weeks before the response was issued. Including incorrect information in its stage one response undermined the landlord/resident relationship, which will

have led the resident to lose confidence that it would thoroughly look into her complaint.

72. The response went on to state that the work to resolve the heating issues was in progress. As the landlord made it clear that the resident's complaint at the time of the response would not be resolved, it should have explained that it would keep in contact with the resident until the matter was resolved, which is in-line with its complaint policy. This would have reduced the time and trouble incurred by the resident who continuously contacted the landlord for updates.
73. The stage one response stated that the landlord was unable to reach the resident by phone, this Service does not have the landlord's records to support this, nor evidence of any alternative communication such as email to advise the resident that it was trying to get in contact with her. It also failed to outline a clear escalation process for the complaint.
74. Therefore, the landlord's overall stage one response was unsatisfactory and fell short of its own standards as outlined in its complaint policy.
75. In March 2021, the resident's housing officer highlighted clearly the resident's complaints to the complaint team. Within the same time period he also stated that it would benefit the resident if the landlord kept in contact with her. There is no evidence to suggest that this advice was taken into consideration by the complaints team, which in the Ombudsman's opinion would have supported the resident by giving her assurance that her concerns were being addressed.
76. In March 2021, the resident requested for her complaint to be escalated to stage two. The landlord decided not to escalate the resident's complaint and instead created a new stage one complaint under the landlord's major works team. This service has not received evidence to show that the landlord informed the resident of its decision, and explain why it did not escalate her complaint at this point.
77. Furthermore, the decision to create a new complaint under stage one of its complaints procedure, when the resident's complaint had not significantly changed is unreasonable. The Ombudsman does not have any information to suggest that it would have been inappropriate for the major works team to address the resident's complaint at stage two of the complaints procedure. While the landlord's complaint policy states that in some circumstances it can refuse a review stage, this was not relevant for this case.
78. Additionally, the decision to create another stage one complaint unnecessarily and significantly delayed the landlord's response to the resident's complaint, causing her to incur further distress, time and trouble.
79. With intervention from this service and the resident's MP, the landlord responded to the resident's request to escalate her stage one complaint in March 2021, with

the second stage one response in June 2021, approximately 56 working days after the resident asked for her complaint to be escalated. This is unsatisfactory complaint handling by the landlord.

80. The second stage one response was not satisfactory. It failed to investigate the resident's complaint which was also reiterated by her housing officer. The lack of response to the resident's concerns is not satisfactory and falls significantly below the standards the landlord has set out in its own complaint policy, and which is also set out in the Ombudsman's Complaint Handling Code.
81. The landlord issued its stage two response on 10 January 2022. Despite its policy stating that a stage two response would be reviewed by senior management, this appears to have not been done.
82. The landlord's stage two response partially responded to the resident's complaint. It did not take into account the resident's original complaint, or how it handled the complaint and the response at stage one. It did not take into consideration the resident's request for compensation for her time and trouble spent contacting the repairs team and the complaints team over a course of a year. It only took into account the delay it took to pay the resident the £270 compensation, for which it offered the resident £50 redress. The response is brief and falls significantly below the landlord's own complaint standard and the standards of this Service. Therefore, the landlord failed to adequately investigate the resident's complaint at stage two of its complaints procedure.
83. As stated previously, the landlord's decision to create a new stage one complaint instead of escalating the resident's complaint was unreasonable. Therefore, the landlord's stage two response issued in January 2022 was unsatisfactory, as it was issued 205 working days after the resident's escalation request in March 2021, which is significantly outside the landlord's 25 working days deadline.
84. It is clear that the landlord's overall handling of its resident's complaint was unsatisfactory. This Service also issued a Complaints Handling Failure Order as the landlord failed to comply with our request to complete its internal complaint process. In summary, there were a number of failings in the landlord's overall handling and management of this complaint. These included delays in responses, failure to adequately respond to or address the resident's concerns, issuing a second stage one response when the complaint should have been escalated, not acting on the housing officer's requests to keep the resident informed, and then delays in the payment of compensation.
85. Taken altogether it is clear that the landlord's poor complaint handling had a detrimental impact on the resident, in terms of the time and trouble she spent trying to pursue matters, and the complaint process did not adequately resolve the actual issue she had complained about. Given the failings identified, the

Ombudsman has made a finding of severe maladministration by the landlord in respect of its handling of the resident's complaint and has ordered it to pay compensation which is detailed at the end of this report.

Determination (decision)

86. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in respect of its handling of the resident's report of heating loss to her property.

87. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its handling of the resident's complaint about the loss of heating to her property.

Reasons

88. The landlord failed to follow its own compensation policy and correctly compensate the resident for the heating loss to her property.

89. The landlord failed to meet its repair obligations in a reasonable length of time, despite the PTA advice.

90. There were a number of failings in the landlord's overall handling of the complaint. These included, significant delays in responses, failure to follow its own complaint policy, and inadequately addressing the resident's concerns in its responses, which were without empathy as it did not acknowledge the impact the issues were having on the resident and her family.

91. The financial redress of £50 for the delay of issuing the resident's £270 is inappropriate and fails to take into consideration the time, trouble and distress incurred by the resident in pursuing the complaint. The landlord failed to exercise its compensation policy fully and should refund the resident the heating element of the service charge using the 180 day time period.

Orders and recommendations

Orders

92. The Ombudsman orders the landlord to pay the resident a total of £1681.40 within four weeks of this determination. This amount is in addition to the £320 it has already paid the resident. The further compensation comprises of:

- a. £450 compensation for the distress and inconvenience to the resident caused by the landlord's unsatisfactory handling of her reports of heating loss to her property.

- b. £311.40 compensation, which is the equivalent to the heating cost element of the resident's service charges in the 180 day period. The charge was £12.09 per week which is £1.73 per day.
- c. £270 compensation for the additional 90 days compensation period for the heating loss.
- d. £650 compensation for the distress and inconvenience experienced by the resident as a result of the landlord's poor handling of her complaint.

93. The landlord to implement a wider approach strategy and procedure when dealing with district heating outages to ensure residents are regularly updated through a resident liaison officer who can capture and respond effectively to individual concerns and needs. This strategy and procedure should be shared with the Ombudsman within 12 weeks of this determination.

94. The landlord to apologise to the resident within four weeks of this determination, in line with this Service's guidance that:

- a. an apology should be made by the landlord as a body, rather than an identified member of staff.
- b. an apology should acknowledge the maladministration, accept responsibility for it; explain clearly why it happened; and express sincere regret.
- c. where appropriate, an apology should include assurances that the same maladministration or service failure should not occur again and set out what steps have been taken to try to ensure this.

Recommendations

95. The Ombudsman recommends that the landlord takes the following actions:

- a. all staff are trained and/or retrained on its complaint policy and procedure to ensure complaints are responded within its timeframes and it responds to its residents' complaints in full.
- b. the landlord to review its position against the recommendations as set out in the Housing Ombudsman Spotlight report on heating, hot water and energy in social housing (housing-ombudsman.org.uk)
- c. repeat the complaints handling self-assessment to ensure it is following the Ombudsman complaint handling code.