

**Housing Ombudsman
Special Report on
London Borough of Haringey**

Contents

Introduction	3
Scope and methodology.....	4
About London Borough of Haringey.....	4
Investigation Findings	6
Themes Identified	10
Leaseholders.....	11
Vulnerabilities	14
Disrepair.....	16
Damp and mould.....	19
Knowledge and information management.....	22
Complaint handling.....	25
Complaints stages	25
Exceptions	27
Timeliness	28
Complaint handling quality.....	28
Compensation	30
Compliance.....	33
Conclusions	37
Policies.....	38
Learning	38
Culture change.....	38
Recommendations.....	40
Leaseholders.....	40
Vulnerabilities	40
Damp and Mould.....	41
Knowledge and Information Management.....	41
Complaints handling.....	41
Compensation	42
Culture, Governance and Learning	42

Introduction

The Housing Ombudsman makes the final decision on disputes between residents and member landlords. Our decisions are independent, impartial, and fair. We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

This special report follows an investigation carried out under paragraph 49 of the Housing Ombudsman Scheme, which allows the Ombudsman to conduct further investigation into whether there is a systemic failure. The investigation commenced in January 2023.

Factors that may be indicative of a wider service failure may include, but are not limited to the following:

- a policy weakness
- repeated service failure
- service failures across multiple service areas
- service failures across multiple geographical locations
- failure to learn from complaints, and
- lack of oversight and governance to identify and act on repeated issues.

The Ombudsman's wider investigation was prompted by concerns from our casebook about the landlord's approach to leaks, damp and mould. We upheld more than three-quarters of cases determined since 1 April 2021 where leaks, damp and mould formed part of the investigation. The London Borough of Haringey featured in the tables of our 2021 report "[Spotlight on damp and mould: It's not lifestyle](#)" with a 60% maladministration rate.

We also issued a Complaint Handling Failure Order (CHFO) to the landlord in December 2022 regarding its approach to compensation, compliance with Ombudsman orders, and handling of complaints.

This report provides insight to help the landlord strengthen its complaint handling and address the substantive issues giving rise to complaints, to help extend fairness to other residents and prevent complaints in future. This report forms part of our wider work to monitor landlord performance and promote learning from complaints. The landlord has also experienced significant organisational change with the closure of its arms-length management organisation (ALMO) and this report provides lessons for a new period of housing management at the landlord.

We also publish the report to help other landlords identify potential learning to improve their own services. Approximately 50% of our casework involves London based landlords and the learning in this report has the potential to apply to all London landlords, not just the council landlords, given they can operate in very similar environments, with similar constraints.

Scope and methodology

When deciding whether a failing is systemic, we look at whether the impact of maladministration is limited to a single area or affects different services and resident experiences.

The actions and omissions assessed in these investigations occurred between mid-2018 and April 2023.

We have also considered complaints referred to us since January 2023 which are pending investigation to give an indication of current issues being reported to us by residents, comparing the themes and trends to the landlord's assessment of the current situation. These cases do not feature in the table of findings.

We made evidence requests to the landlord which included:

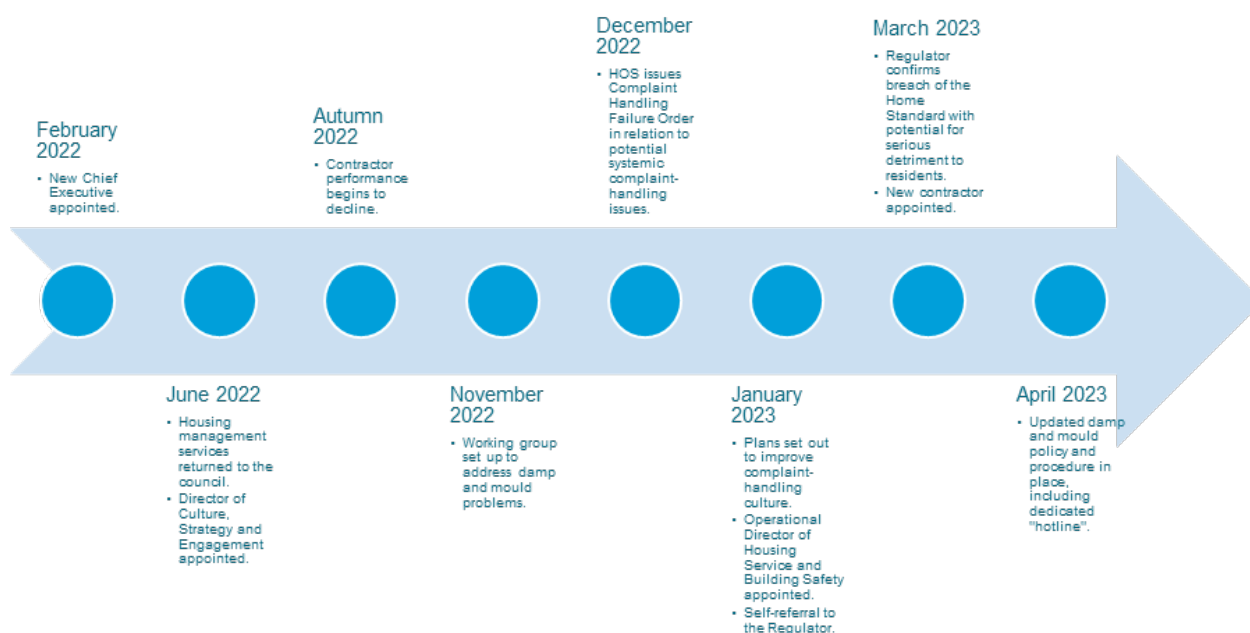
- A breakdown of the landlord's current open complaints, including complaints currently overdue and length of time overdue.
- Damp and mould information:
 - Staff training materials
 - Action plan
 - Internal guidance
- Vulnerabilities information:
 - Training materials
 - Staff guidance
 - The landlord's 'Vulnerability Check' form
- A statement on the change of contractors.
- Timescales for the projects started and progress updates.
- Data systems improvement plan.
- Repairs and transformation improvement plan.
- Complaints transformation programme.

We also reviewed the landlord's current published self-assessment against our [Complaint Handling Code](#) and its response to our CHFO.

We met with the landlord to seek clarification and give them an opportunity to answer our queries and provide us with their views and comments on the changes made and further improvements required.

About London Borough of Haringey

The landlord is a local authority and registered provider of social housing. As of March 2022, it owns 15,234 homes. Its homes were managed by an ALMO until mid-2022, when housing management services returned to the landlord. The area is the fourth most deprived in London. At the end of 2022, the local authority reported that it had 11,807 households on the waiting list for social housing; the eighth highest in London.



In March 2023, the Regulator of Social Housing (the Regulator) found the landlord had breached the Home Standard due to a failure to complete fire and electrical safety checks for every property, a high number of outstanding actions from fire risk assessments, and a significant proportion of its homes not meeting the Decent Homes Standard.

The landlord has met with us twice during the investigation process and has been candid about the need for improvements in its service provision, including complaints handling. It has expressed a willingness to use this report as a further mechanism to help drive its improvement and transformation agenda.

Investigation Findings

The Ombudsman determined 32 cases about the London Borough of Haringey during the first five months of 2023. The Ombudsman’s findings from these investigations are set out in the table below. When investigating, the Ombudsman seeks to establish whether the landlord has been responsible for maladministration (which includes findings of service failure, maladministration and severe maladministration).



Determinations
32



Findings
77



Maladministration rate
82%

Findings	Severe maladministration	Maladministration	Service failure	No maladministration
202009892	<ul style="list-style-type: none"> Leaks, damp and mould Complaint handling 			
202100791		<ul style="list-style-type: none"> Leaks, damp and mould Complaint handling 		<ul style="list-style-type: none"> Transfer application Reimbursement
202108059		<ul style="list-style-type: none"> Anti-social behaviour Complaint handling 		
202110720				<ul style="list-style-type: none"> Reimbursement

202113789		<ul style="list-style-type: none"> • Repairs 	<ul style="list-style-type: none"> • Complaint handling 	<ul style="list-style-type: none"> • Anti-social behaviour
202114445		<ul style="list-style-type: none"> • Fire safety 		
202114994				<ul style="list-style-type: none"> • Major works • Service charges (reasonable redress) • Complaint handling (reasonable redress)
202115547	<ul style="list-style-type: none"> • Major works • Complaint handling 	<ul style="list-style-type: none"> • Assignment of tenancy • Record keeping 	<ul style="list-style-type: none"> • Information and data management 	<ul style="list-style-type: none"> • Staff conduct
202118032			<ul style="list-style-type: none"> • Repairs 	
202119561	<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Complaint handling 		
202120060		<ul style="list-style-type: none"> • Repairs 	<ul style="list-style-type: none"> • Complaint handling 	
202120299		<ul style="list-style-type: none"> • Repairs • Complaint handling • Record keeping 		
202120409	<ul style="list-style-type: none"> • Leaks, damp and mould • Complaint handling 			
202121329		<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Reimbursement 	<ul style="list-style-type: none"> • Complaint handling

202123855		<ul style="list-style-type: none"> • Leaks, damp and mould • Complaints handling • Record keeping 	<ul style="list-style-type: none"> • Decant 	<ul style="list-style-type: none"> • Reimbursement
202124402		<ul style="list-style-type: none"> • Leaks, damp and mould (x2) 	<ul style="list-style-type: none"> • Complaint handling 	
202124512		<ul style="list-style-type: none"> • Mutual exchange 	<ul style="list-style-type: none"> • Rent account management • Succession of tenancy 	
202126874	<ul style="list-style-type: none"> • Leaks, damp and mould • Repairs 	<ul style="list-style-type: none"> • Repairs • Complaint handling 		
202127394				<ul style="list-style-type: none"> • Succession of tenancy
202200748		<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Staff conduct • Complaint handling 	
202200806	<ul style="list-style-type: none"> • Leaks, damp and mould • Complaint handling 	<ul style="list-style-type: none"> • Record keeping 		
202203346			<ul style="list-style-type: none"> • Complaints handling 	<ul style="list-style-type: none"> • Service charges (Reasonable redress) • Communal area repairs (Reasonable redress)

202204505	<ul style="list-style-type: none"> • Major works • Complaint handling 			
202205995		<ul style="list-style-type: none"> • Leaks, damp and mould 		
202206204		<ul style="list-style-type: none"> • Leaks, damp and mould (x2) • Repairs 		
202207610	<ul style="list-style-type: none"> • Complaint handling 	<ul style="list-style-type: none"> • Leaks, damp and mould 		
202210902	<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Complaint handling 		
202211723				<ul style="list-style-type: none"> • Repairs (Reasonable redress)
202217471	<ul style="list-style-type: none"> • Leaks, damp and mould 			
202218553	<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Complaint handling 		
202219041	<ul style="list-style-type: none"> • Leaks, damp and mould 	<ul style="list-style-type: none"> • Complaint handling 	<ul style="list-style-type: none"> • Reimbursement 	

Themes Identified

We found a culture of apathy underpinned the issues in the London Borough of Haringey. There is a distinct lack of ownership, accountability, and intrinsic motivation when handling complaints. Where shortfalls are identified, there is no evidence of learning to prevent these failings reoccurring, and little evidence of contrition or a resolution-focused approach to complaints handling. The issues which may have led the landlord to decide to bring its ALMO back in-house have not been addressed and may have been compounded because of a legacy of poor records and information.

'Unacceptable behaviour'

The landlord's commitment to dealing with customers fairly, proportionately, impartially and in an open manner made in its policy is not reflected in its practice.

In case reference 202118032, the landlord withdrew its offer to carry out works as it said the resident had shown "indecent, prejudiced and racist behaviour". The resident denied this, and the landlord had no supporting evidence. Despite this, it persisted in refusing to carry out the works.

The landlord has provided an (undated) new policy for managing unreasonable or unacceptable customer behaviours. It details the landlord's approach to restricting access and limiting contact. It says that in exceptional cases, it may be necessary to limit a customer's contact.

The policy clearly defines what it is regarded as unacceptable behaviour, but the definitions of unreasonable behaviour are more subjective and open to interpretation. For example, one of the grounds cited is an unwillingness to engage constructively. Another ground listed is contact that is designed to cause disruption and annoyance. The use of the word "designed" suggests intentional behaviour, which is a high threshold to evidence.

There is a lack of oversight of the policy's application. In case reference 202205995, the landlord informed the resident it had withdrawn all services for a period of 12 months because of the resident's behaviour. It was unclear from the evidence provided how the landlord had concluded this was the most proportionate course of action. It is evident senior management were unaware of this issue and the withdrawal of all services from the resident.

The policy is unclear on its trigger points for consideration. The landlord was asked for further clarification and replied that they can apply the policy at any given time, but there must be reasons and evidence for this to be considered. They stated the Customer Experience Manager will meet the relevant Head of Service to discuss the concerns and whether there are grounds to apply this policy, but this is not written into the policy.

A review of restrictions is an essential part of any policy of this nature. This is to ensure they are still required and are the most proportionate response. Although the landlord's policy sets out that review dates will be scheduled, it also says where a restriction is in place regarding a specific matter, that contact restriction will remain in force indefinitely unless there is a material change, such as a change in legislation.

The policy does reference an appeals process, but the only information provided in the policy is that the customer has 10 working days in which to challenge the decision and submit their representations. It is unclear what the appeal process will be and who carries out the review. This is not in line with the policy's stance of commitment to fairness and openness.

The landlord does not currently keep data on how often the policy is applied. Consequently, it is unable to have any quality assurance measures in place for checking whether the policy has been applied correctly. We have discussed this with the landlord and made a recommendation on monitoring the policy's application.

Leaseholders

In several cases, the handling of leaseholder complaints involving repair issues has been extremely poor. The landlord was often unclear on its responsibilities or failing to follow its own policy. In particular, the landlord was slow to support residents with insurance claims and placed undue onus on the resident to facilitate these, resulting in direct financial detriment to the leaseholder.

Generally, for leasehold residents, the landlord is responsible for repairs to the outside (structure and exterior) of the property, and the leaseholder is responsible for repairs to the inside. We found that the landlord often failed to recognise and act on its repairing obligations leaving the leaseholder unable to act on theirs.

The landlord's internal guidance on damp and mould describes how it should respond to leaseholders' reports of the problem. The guidance on responsibilities is broadly appropriate. It states that the landlord will inspect to try and identify the source of water ingress where this is not known and, if the source is its responsibility (including any structural issues such as rising damp), then it will carry out the necessary repairs. If the source of the problem is the leaseholder's responsibility – the only example given is "a plumbing issue within the flat" - then it will not carry out repairs. The guidance invites staff to contact the Leasehold Services department if they are not sure of the responsibility for a repair.

However, the guidance gives no direction on how staff should determine the source of the leak, nor about what evidence is required before it will decide responsibility for the repairs. Clearer guidance on the steps which staff should take when making this decision, including timescales, and the facilities to keep records of these decision-making processes would be beneficial to both the landlord and its leaseholders. In the cases we reviewed, there was little or no evidence to show that the landlord takes its leasehold property repairing responsibilities seriously.

This lack of responsibility has led to significant issues for insurance claims to pay for works. The landlord's guidance says that leaseholders will be advised to claim on their

own contents insurance if there is damage to their property and will only be directed towards the landlord's insurers if they actively ask about claiming on that insurance. There is no mention of any difference in approach if the landlord was in any way responsible for the damage. We saw cases where the landlord's actions and omissions in structural or external issues prevented the leaseholder from acting on the consequential issues inside the property, with no acknowledgement that their actions were creating the inside problems that the leaseholder was now having to deal with, and potentially pay for.

We also saw cases where the landlord did not proactively manage external repairs and the leaseholder was forced to employ private contractors to make their home safe while they waited for the landlord to act.

The ambiguity in the landlord's own guidance does not reflect best practice. For example, the Housing Ombudsman's [guidance on complaints involving insurance](#) is clear that the landlord should consider whether it was responsible and, if so, either put right any damage caused by the leak and / or facilitate a claim on its own insurance policy.

Where the landlord did not agree to repairs, appropriately sign off work or keep insurers up-to-date, leaseholders faced difficulties claiming on the relevant insurance and found themselves out of pocket with no opportunity to recover their losses. In case 202119561, the insurer repeatedly contacted the landlord about a claim, but the landlord failed to respond, resulting in the claim becoming invalid. In one case that is still going through the landlord's complaint process, a leaseholder complained about the landlord's response to her reports of ceiling damage following a roof leak which apparently took the landlord a year to remedy. The landlord suggested that she made a claim on her home contents insurance without any investigation into whether it was responsible for the damage caused.

While we did see some examples of the landlord following the principle of their policy, this was only when the landlord was certain it was not responsible for the damage. In case 202110720, the landlord was reasonably confident that it was not responsible for the damage caused to the property and worked with its insurers to make sure its response to the complaint was appropriate. However, in other cases where the landlord was responsible, the Ombudsman has had to order the landlord to provide all the necessary information to enable the leaseholder to progress a claim.

It is not appropriate for the landlord to only facilitate insurance claims where it does not consider it bears any responsibility. This lack of responsibility for resolving problems has also led to the landlord not considering appropriate redress for residents who have experienced the distress and inconvenience of the landlord not taking appropriate action sooner.

In its CHFO response, the landlord told us leaseholder complaints are handled by a specialist team who understand the complexity of the relationship and provide support and signposting for insurance claims. We did not see evidence of this team being involved in our casework. The landlord told us it found our guidance on complaints involving insurance claims helpful, but we are yet to see evidence it implemented the

learning from this guidance in practice. The landlord's recent advice on insurance claims for leaseholders is still not in line with the Ombudsman's guidance.

Case Study - 202218553

Mr T was left with a leaking roof for over a year which caused plaster to fall off the walls and led to damp and mould.



Mr T reported the leak to the landlord. It sent an operative who said the landlord needed to erect scaffolding to inspect the roof and locate the leak.

The following month, the leak worsened and began to affect Mr T's electrics and the walls. The plaster started to crack and fall off the walls. Despite using a dehumidifier, Mr T began to have trouble breathing easily.

Six months after Mr T reported the leak, the landlord had still not erected the necessary scaffolding. The landlord said this was due to its scaffolding contractors changing – there was no alternative contractor in place to cover the transition.

Mr T was left with £4,300 debt from the money he spent repairing his property. He claimed through the landlord's insurers, but they told Mr T they could not progress his claim because the property was still in disrepair – the landlord had still not repaired the roof. He was out of pocket for the work he paid for and received no assistance from the insurer while he waited for the landlord to arrange repairs.

The Ombudsman found severe maladministration in the landlord's handling of the reported leak, as well as maladministration for its complaint handling. We ordered the landlord to pay Mr T £1,300 and fully support him to make a claim against its insurance.

Case Study – 202119561

Mr A had a leak into his kitchen caused by damaged external pointing. This damaged the internal walls and kitchen units and caused damp and mould. Mr A told the landlord he suffered from asthma, which he said was becoming worse because of the damp and mould caused by the leak.

Mr A made an insurance claim for the damage to his kitchen. The insurer found there were still problems with the pointing, so the leak was likely to recur. The insurer told the landlord it would not pay for a replacement kitchen until the landlord finished the repairs.

The landlord put up scaffolding but did not carry out any repairs or respond the insurer's claim correspondence. The claim was rejected because the repairs were

outstanding for more than 18 months. This also meant a public liability claim would be rejected. Mr A's only option was to seek legal advice if the landlord did not accept liability for the damage to his kitchen.

Mr A complained about the landlord's response to the leak. The landlord delayed responding for over a year, during which time the problems got worse, affecting his health. The landlord offered Mr A £205 compensation. It said it carried out repairs and would check whether they had been effective. It inspected his flat several months later and found further work was needed. It later increased its offer of compensation to £940.

At the time of our investigation Mr A's kitchen was still in disrepair and he did not have the resources to repair or replace it. We found severe maladministration in the landlord's response to Mr A's reports of the leak and maladministration in its complaint handling. The landlord had repeatedly and unreasonably failed to act or to keep Mr A and the insurer updated. Mr A was left with a damp, mouldy and non-functioning kitchen for several years. We ordered the landlord to apologise to Mr A and pay him £6,500. We also ordered it to review its repairs procedure, with a focus on ensuring timely communication with residents.

Vulnerabilities

The landlord does not always adhere to its own Vulnerable Residents Policy nor its safeguarding process. The policy states the landlord has a risk-based approach to determine vulnerability and sets out what this means in practice. This includes regular checks every three-to-six-months for those assessed as high risk. We found no evidence of risk assessments, or any associated checks.

The policy says that vulnerable residents receive "enhanced support services", with the level of support provided determined by an individual assessment of need. There is also reference to an "enhanced repairs service" for those unable to complete their own repairs. We found no evidence of either enhanced support or repair service for vulnerable residents, or indeed any consideration at all of vulnerability within repairs or associated complaints handling.

The policy also states that the landlord's property teams work closely with tenancy management teams, and that information is shared to allow early identification of any vulnerability or resident safety issue. It states that individual needs are highlighted on resident files so that any call handler can quickly see the resident's support needs. We did not see evidence of sharing of information and cross-directorate working in practice.

The landlord says it has an established 'every visit counts' approach to safeguarding – every visit is an opportunity to identify, report and escalate safeguarding concerns. However, this is not applied in practice.

The Vulnerable Residents Policy is dated March 2021 and has not been reviewed since the landlord brought housing management services back in-house. This suggests the landlord regards the policy as being fit for purpose and in line with the Equality Act, as stated in the policy, and is unaware of the significant issue regarding

its lack of application. Given that issues dealing with vulnerabilities and wellbeing are evident in around 25% of the cases we have reviewed as part of this investigation, this is indicative of a lack of oversight and accountability.

We requested details of any training or guidance provided to staff and contractors on identifying and responding to vulnerabilities. The landlord has been unable to provide this information. This is further suggestive of a lack of prioritisation of, and focus on, this key area of service provision.

Case Study – 202124402

The landlord failed to repair a leak at Mrs K's property for over three years. It affected the water pressure, hot water supply and caused damp and mould. It also failed to understand Mrs K's vulnerabilities and consider these in its response and complaint handling.

The landlord caused delays by refusing to lift and re-lay Mrs K's flooring so it could access the leak. It told Mrs K she was responsible for the flooring so it would not be able to inspect the area if she would not arrange to lift and re-lay the flooring. She had made the landlord aware that she was elderly and suffered from mobility problems and had no-one to assist her in lifting or re-laying the flooring, but it failed to take that into consideration. It also failed to consider the potential damage the ongoing leak would cause, as well as the impact on the condition and integrity of the property.

It was only after our involvement that the landlord carried out a joint site visit with the water company and identified a solution which did not involve removing the flooring.

The landlord delayed before responding and did not address the entirety of Mrs K's complaint. It missed an opportunity to put things right at an early stage because it did not acknowledge and remedy the failings during the complaint handling.

We found maladministration with the landlord's handling of the leak and its response to mould. We also found there had been a service failure in its complaint handling. We ordered the landlord to pay Mrs K £500 compensation, provide her with a copy of its inspection reports, and carry out a self-assessment against our damp and mould Spotlight report.

Case Study – 202115547

There was a dispute about the number of bedrooms in Ms R's home; the landlord's records said there were three, Ms R and her tenancy agreement said there were two. The landlord wanted to inspect to confirm and alleged that Ms R refused access. It subsequently apologised that this was inaccurate – she had not refused access, she was correct about the number of bedrooms, and it had amended its records. It said it would apologise to Ms R but did not do so.

Ms R also complained about several aspects of the condition of the property. The landlord had previously planned works to reposition the bathroom and the kitchen gas outlet. It had also committed to re-wiring the electrics at the property. These works were significantly delayed – by over ten years – with no explanation.

Ms R applied to assign the tenancy to her daughter. The landlord failed to consider it and had no record of it, yet in its complaint response it said that her initial application was not “timely”. Ms R applied again three years later, and the landlord again delayed in considering it. The landlord offered no apology or redress for these failures.

We found severe maladministration in the landlord's response to Ms R's concerns about the condition of the property, maladministration in its handling of the tenancy assignment and in its record keeping, and service failure in its handling of the dispute about the number of bedrooms. We ordered the landlord to pay £3,700 in compensation, and to assess whether the inaccurate record of the number of bedrooms at the property had caused any quantifiable financial loss to Ms R which it should also pay. We ordered it to carry out the outstanding repairs and to provide detailed timescales and explanations for when outstanding major works will be completed.

Throughout the complaint Ms R advised both the landlord and the Ombudsman that she suffered from mobility problems, learning difficulties and late-stage cancer. Despite this, the landlord advised the Ombudsman that it had no record of these vulnerabilities. The delays in settling the tenancy assignment issue and completing repairs caused significant and avoidable distress, which were further heightened by having to continually chase the landlord for action or updates.

We ordered the landlord to ensure its records of Ms R's vulnerabilities were up to date, noting that each of the incidents of poor record-keeping found in this case had accumulated over the years and added to a vulnerable woman's frustration and distress.

Disrepair

We often found unreasonable delays in the landlord's response to reports of disrepair. It would delay before inspecting a property after the resident reported a problem, then delay in carrying out necessary repairs, and would be unable to adequately explain the reasons for the delays.

Sometimes, these delays related to the landlord's management of its contracts and contractors. In at least three of the cases determined in this period - cases 202218553,

202206204 and 202205995 – the landlord identified scaffolding would be necessary, but then delayed unreasonably in ensuring this occurred. In all three cases, it also delayed unreasonably in removing the scaffolding, which often causes residents justifiable distress about both the security and the appearance of their homes.

In case 202120060, the landlord delayed for three months before inspecting the front door and agreeing it required replacement, which it did not complete for another six months. It had advised the resident that delivery of the new door and frame may take slightly longer than the normal lead-in time of ten weeks due to the then-ongoing pandemic, and there was evidence that it found asbestos in the existing doorframe which would require careful removal. However, there was insufficient evidence or explanation from the landlord for the delay.

In the same case, however, we found that the landlord responded reasonably to a report of a plumbing problem. The first operative could not clear a blocked pipe, so a “multi-skilled” operative was sent shortly afterward. In its meetings with us, the landlord explained that it employs several single-trade operatives, and that it is looking to train and/or employ more multi-trade operatives.

The Ombudsman received 78 complaint cases about the landlord between 1 January and 30 April 2023. Repairs complaints made up a slightly higher proportion of complaints received than across the rest of our membership. In January 2023, the landlord self-referred to the Regulator regarding its failure to meet statutory health and safety requirements in some of its homes. The Regulator’s notice dated 6 March 2023 concluded the landlord has breached parts 1.1 and 1.2 of the Home Standard and, because of this breach, there was the potential for serious detriment to its residents.

The landlord has, in response, recognised the need to transform its approach to repairs and has a strategic priority outcome to ensure that everyone has a home that is safe, sustainable, stable, and affordable. Part of this approach is to improve its timeliness, with disrepair cases now managed within legal timescales of 56 days.

The landlord also changed its contractors in March 2023 because of a decline in performance and their lack of capacity to conduct the assigned work. The landlord says it has received positive feedback so far on its new contractors. However, they plan to ‘spread the risk’ across additional contractors so they are not wholly reliant upon one provider.

The landlord also acknowledges its repairs service needs additional investment and has approved an investment of £2.8 million to recruit additional operatives, launch a complex repairs team and procure a digital system to support operations. The landlord has undergone a ‘systems health check’ by an external field service management technology service and there is an action plan currently in place.

The landlord plans to introduce a performance management framework and trend analysis of disrepair cases. It is hoped this will enable it to identify any root causes of failure in this service delivery area.

The landlord has also told us of other changes it has made, or intends to make, as follows:

- Ensure that the contact centre and repairs service staff are sufficiently trained and have the appropriate skills and equipment to carry out their work effectively.
- Engage staff to use systems correctly, minimising system errors and improving data integrity.
- Reward and provide recognition for repairs work.
- Temporary recruitment to manage the backlog and move disrepair into a stable state.
- Transparent and customer-focused repairs priorities.

The lack of precision and measurables for these intentions may hamper the landlord's ability to achieve them in practice. For example, it is not currently clear what is meant by terms such as 'sufficient training', 'stable state' and 'appropriate skills.'

Case Study – 202205995

Mr H arranged a mutual exchange move because he was housebound with his physical and mental health issues. Within three months of moving in, he contacted the landlord to report a smell and water running down his walls. Despite having the heating on, Mr H said he had experienced the "worst winter of his life in that house" becoming so cold that he lost feeling in his fingers. He expressed concern about having to go through another winter without repairs taking place. The landlord sent a surveyor to the property three months after receiving his complaint and found issues with the chimney.

Mr H heard nothing further from the landlord and began calling and sending emails for further information. The landlord made an appointment to erect scaffolding so it could fix the chimney. The scaffolding contractors said that the landlord had not agreed a price or a contract to complete the job and the appointment did not happen.

Mr H approached the Ombudsman for assistance with his complaint following repeated failures by the landlord to reply to his contact. The landlord then provided evidence to show it was still chasing the required scaffolding team nine months after the surveyor visited the property.

An independent company which assists people on low incomes experiencing, or at risk of experiencing, ill health due to their housing conditions inspected Mr H's property. The report identified that there were many issues which, combined, meant that Mr H was living in a cold, damp, and draughty environment. It recommended work needed to make the house comfortable.

The landlord is yet to complete the repairs needed and Mr H went through a second winter in those conditions. The Ombudsman found maladministration in the landlord's handling of the repairs needed and ordered it to assess and rectify the chimney issues and provide compensation of £870.

Case Study - 202114445

The landlord decided that the front doors in Mr C's block of flats were a fire risk and urgently needed replacement within a month. A year later, the landlord reassessed and reached the same conclusion. The following year it decided the doors should be replaced within three-to-six months. The doors had not been replaced by the time of the Ombudsman's investigation, four years later. Around the time of our investigation, the landlord referred itself to the Regulator which issued a regulatory notice in relation to fire remedial actions.

Mr C raised concerns to the landlord about the doors, and wider fire safety issues at the block, on at least four occasions. The landlord did not respond. Mr C made a formal complaint. In response, the landlord said that the necessary work was "on hold" because of concerns about the safety of the doors it had intended to install. It could not say when it would replace the doors but declined to allow Mr C to replace his door himself in line with its fire safety policy.

We found maladministration. The landlord failed to meet its recommended timeframes to replace the doors by a significant margin. It did not address Mr C's concerns in a clear or reassuring way. It also missed the opportunity to take proactive and effective action to keep residents safe. We ordered the landlord to pay £200 compensation, and to provide Mr C and his neighbours with details and reassurance about its plans to make the block safe. We recommended that the landlord review its fire safety practices and communications.

Damp and mould

Despite featuring in the tables in our 2021 Spotlight report on damp and mould with a 60% maladministration rate, the landlord's new damp and mould policy was not introduced until April this year. The landlord's response to our approach for our damp and mould evaluation indicates they may have been unaware of, or had not reviewed, the Spotlight report prior to us sending it to them in September 2022. This lack of awareness may have contributed to the delay in devising a damp and mould policy or strategy, which is one of the report's recommendations. The landlord has said it needed time to ensure the necessary infrastructure was in place to enable the policy's implementation; it did not want to launch a policy it could not deliver. It cited the damp and mould hotline it now has in place – it did not have the mechanisms in place to support that before December 2022. This appears to misunderstand the purpose of a policy or strategy as a statement of principles and intent – not all the action planned to achieve that policy has to be ready to be delivered immediately in order for a policy to be put in place.

The landlord states their residents' homes should never adversely affect their health and wellbeing. Alongside this ethos, their policy states "*we will never seek to shift responsibility for tackling damp and mould onto our tenants*".

The new policy has three strands:

- Prevention
- Identification
- Treatment

The policy aligns with our Spotlight recommendations and references Awaab Ishak's inquest, the Decent Homes Standard and the Housing Health and Safety Rating System. However, there may be issues with the effectiveness of the guidance supporting the policy based on cases investigated by the Ombudsman.

For example, the landlord's internal guidance for staff when dealing with damp and mould asks staff to consider how many rooms are affected by the damp and mould. The guidance specifies if there is an issue in "multiple rooms", then book a surveyor inspection. This would suggest that if the damp or mould is isolated to one room, no inspection is required.

We have seen several instances where the damp and mould problem was isolated to one room, but the effect severe, including one example where a child could not sleep in their own bedroom for two years. Any risk-based approach to damp and mould should be based on the effect or potential effect, rather than how many rooms are affected. The guidance also sets out that where there are children aged 14 or younger, that is a priority case, but there are no other priority criteria, such as underlying health conditions. This is despite the policy stating that vulnerabilities will also be considered.

Notably, the guidance for staff explains that if the condensation is severe or it is not clear what is causing the issue "i.e., it's not from drying clothes, cooking or bathing", staff should book a surveyor to diagnose the source. The tone of this suggestions that where it is 'lifestyle' related, a surveyor will not be contacted. This is contrary to the approach set out in the landlord's policy, in which it stresses the importance of a fair and equitable approach to residents and leaseholders, striking the right tone and showing empathy.

Case Study – 202120409

Several issues led Ms B to complain, many of which were potentially serious health hazards, including: structural safety concerns with the roof and foundations; exposed electrical wiring which had already caused injury; and leaks, blocked gutters and brickwork in disrepair causing damp and mould.

The landlord delayed for several months before inspecting. It delayed even longer on inspecting the loft space despite Ms B's reports indicating there were several problems, including exposed wiring. It delayed for more than two years before inspecting the roof, despite Ms B's repeated concerns about water entering the property and saturating roof supports. The delays in inspecting and carrying out works, coupled with a lack of communication, caused Ms B significant distress and inconvenience.

The landlord's response to the complaint was contradictory. It said it had not found any "causes" of damp, that there were "no issues", but went on to say that it would repair pointing which would help remedy damp in the property.

The landlord's complaint responses were wholly inadequate, simply listing upcoming appointments with no investigation. The landlord's repairs records were inadequate,

hindering any possibility of addressing the complaint properly. Ms B complained that she felt “unheard”.

We found severe maladministration in both the landlord’s response to Ms B’s reports of problems and in its complaint-handling. We ordered the landlord to apologise and pay Ms B £1,400 in compensation, and to confirm works completed and outstanding with a detailed plan of actions it would take to remedy any remaining problems. Our recommendations included that it considers the Ombudsman’s Spotlight report and ensure all staff were aware of the Complaint Handling Code.

Case Study – 202200806

Miss N’s young daughter could not sleep in her own bedroom for over two years because of damp and mould. Miss N said her daughter suffered serious health issues and the stress of the situation affected Miss N’s mental health.

The landlord failed to respond to Miss N’s reports of mould and damp. She contacted the landlord over 20 times and it only acted after she complained. Even then there were serious delays and the issue returned because the landlord failed to identify the leak.

Miss N told the landlord about her daughter’s ill health and her own vulnerabilities, but it did not record the information and did not consider them when prioritising the work needed at her property. Two years after Miss N started reporting the issues an internal landlord email said:

“She has no hot water and no heating inside her property and her property is full of damp and mould, which she’s constantly complaining about.”

There were significant, unacceptable, and inappropriate delays in the landlord’s complaint handling. The responses did not show any meaningful investigation and failed to address all the complaint issues. The landlord set out a work schedule without dates and took no action to follow up or ensure that it completed the work after the complaint response. The landlord said there were ‘learning points’ from the case but did not specify what the learning was or how it would address the issues to prevent a repeat of the failures.

We found severe maladministration with the landlord’s response to damp and mould and complaint handling. We found there was maladministration with the landlord’s record keeping.

We ordered the landlord to apologise and pay Miss N £3,650 compensation. We also ordered it to record the household’s vulnerabilities across all its services and take action to address any outstanding repair issues. We made recommendations in relation to repairs monitoring and complaints handling.

Knowledge and information management

[Good knowledge and information management](#) is essential for evidence-based practice. Landlords should have a clear audit trail and rationale in support of decisions they have made, and actions taken. We found a concerning lack of key documents.

We saw several instances of jobs being raised and left open, without any routine quality assurance measures to identify unresolved reports. In one case, the resident's complaint was allowed to drift for two years with no resolution and no clear supervision to ensure it was progressing.

Similarly, we saw examples of residents being asked to provide information to the landlord, but when they did so, nothing progressed and sometimes, they were then asked for the same information later.

In one case, the landlord decided to impose the withdrawal of all services from a resident for 12 months following an alleged incident. There is no evidence of an incident form, and the record created by the operative and alleged victim makes no reference to any incident. Despite there being notes of a Person of Concern panel, no other supporting evidence has been provided, such as a risk assessment or mitigation plan. The evidence, or lack of, suggests the most severe of sanctions has been imposed by the landlord without having first explored other less restrictive options. The panel notes are from August 2022, and the sanctions were imposed in May 2023. In the absence of any further documentary evidence, the landlord has not been able to evidence why there has been a nine-month delay between considering the incident and taking this course of action.

Underpinning the landlord's handling of information, data and records, was a cultural acceptance of poor practice. This includes a lack of ownership, professional pride and accountability. Where poor record-keeping was known to be an issue, there is no evidence that lessons were learned, nor that the necessary changes made to help prevent a reoccurrence.

The landlord uses a housing management database in conjunction with a Microsoft SharePoint system and spreadsheets. The landlord recognises the issues with their knowledge and information management and says it is committed to improving its systems and processes. It has set up a Housing Information Technology Steering Group, with a focus on there being 'one version of the truth'. The plan is to introduce a centralised Customer Relationship Management (CRM) system. Although this is an important step forward, the landlord acknowledges that a new system alone is not sufficient as it is only as effective as those using it – it will not negate human error. During our investigation, the landlord was unable to find its response for our damp and mould evaluation. This suggests there will be further work to be done to embed the digital culture the landlord wants to achieve.

Case Study - 202200748

The landlord failed to respond to Ms L's reports of a leak and mould until she made a complaint. Ms L also complained the landlord discriminated against her on the grounds of race and disability.

Ms L reported a leak above her property, but the landlord could not find the address on its system and recorded her telephone number incorrectly. This error meant it did not log a report and no one attended to repair the leak. The landlord only attended after Ms L complained about the lack of action. Even then, there were further avoidable delays and inconvenience to Ms L – the landlord cancelled the job because it failed to allocate a timeslot to attend the property. Its communication with Ms L was poor and it did not keep her updated – she had to chase the landlord for information.

Ms L told the landlord there was mould in her daughter's bedroom and the leak had damaged the ceiling, but the landlord's records did not contain any details of the problems she reported. The failure to maintain detailed and accurate records in this case affected the landlord's response, communication, and complaint handling. It also meant there were gaps in the information it provided to our investigation.

The landlord also failed to thoroughly investigate Ms L's complaint of discrimination. It told Ms L it had found no evidence, but we were not satisfied the landlord had properly considered Ms L's complaint. The landlord had missed an opportunity to show Ms L it took her concerns seriously and attempt to repair the strained relationship.

There were delays at every stage of the complaint handling. Ms L spent additional time chasing the landlord's response because it did not keep her updated. The stage two response was poor and did not properly consider compensation for its failings. It missed an opportunity to put things right and the learning points it identified were vague. Ms L felt very strongly that the landlord had not investigated her complaint fairly. At stage one she said:

"I am disgusted that the person [involved]... dealt with my complaint. I am left feeling so embarrassed and small that this is how I'm being treated."

We found maladministration with the landlord's handling of the reported leak and mould. We also found there was service failure in relation to the complaint handling and discrimination investigation. We ordered the landlord to apologise to Ms L and pay £750 compensation in recognition of the impact of its failings.

Case study – 202118032

An obstructed gutter caused rainwater to run along the external wall of Miss D's block of flats. The water then entered the property through damaged pointing and a hole in the wall behind a pipe. This caused damp and decoration damage. The landlord's contractor completed the external repairs in a timely manner.

Miss D had previously made a claim on insurance when a similar leak had damaged decorations. However, this time Miss D was told the landlord's contractor would return to re-decorate the affected corner of her living room. She then complained when that did not happen. The landlord's position on this was vague and inconsistent. It said it

was discussing whether to do the work, then said it would not, before saying it had decided to do the work as a “gesture of goodwill”. This offer was subsequently withdrawn when the landlord’s contractor made allegations that Miss D had been verbally abusive, including “indecent, prejudiced and racist behaviour”. Miss D disputed these allegations, and the landlord could not produce any supporting evidence.

We found service failure. The landlord had no obligation to re-decorate and it should have advised Miss D to claim to the insurer at the earliest opportunity. It did not keep records of Miss D’s complaints which meant it could not demonstrate effective complaint-handling. It had no consistent or evidence-based explanation for its contractor’s actions, or its own actions, in relation to any commitment to re-decorate. It failed to investigate the allegations made about Miss D and its responses were heavy-handed and inappropriate.

Case Study – 202211723

After raising a repair request for Ms J, the landlord booked an appointment which did not happen. It rebooked the appointment for a date on which Ms J had a medical appointment. She contacted the landlord twice to rearrange the repair appointment, but the landlord sent its operative regardless. This meant Ms J had to rearrange the appointment for a third time.

While carrying out the work, the landlord damaged another part of her property. The landlord advised Ms J that she would need to wait a further four months before it could fix the new issue. The landlord then sent the wrong contractor. Due to a system error, that appointment did not go ahead, which caused further inconvenience to Ms J.

As part of her ongoing complaint, the landlord asked Ms J to provide her telephone number so that it could investigate why the team had not rearranged her appointments as requested. Ms J gave her number but was subsequently asked for it again.

In its stage one and two responses, the landlord apologised, offered compensation, and committed to learn from the outcome of the complaint. Ms J referred the complaint to the landlord’s Complaint Appeals Panel which recommended the landlord increase its compensation offer, which the landlord did. We found that the landlord had offered sufficient redress to resolve the complaint. Our determination included a recommendation that the landlord follow up on its commitment to learn from the outcome; we proposed that it should provide Ms J with a report detailing what it had done to improve its ability to arrange mutually convenient appointments.

Case Study – 202120299

A leak occurred in Ms F’s flat. The landlord’s surveyor inspected the property. Ms F complained two months later that the landlord had ignored her repairs. She had mobility problems and complained that its contractors had left materials in a hallway, preventing her from using a handrail. She implied that this had caused her to fall, and

said she wished to “sue” the landlord for negligence. When repairs were carried out the following month, Ms F complained about the standard and quality of the work.

In its stage one response to the complaint the landlord apologised for the distress and inconvenience caused, the delays, and the standard of work carried out. It said it had reminded its contractors to remove materials from site every day. The landlord then delayed ten months before issuing its final response to the complaint, only doing so after intervention by the Ombudsman. Its response included more detail about the work it had done but it could not say when or if materials were removed because it no longer worked with that contractor.

The landlord then delayed unreasonably in providing evidence for our investigation, leading to a Complaint Handling Failure Order.

Our investigation noted that the landlord had no inspection report or detail of the bathroom’s condition after the leak. It had no evidence to support its position regarding what work it did, when work began or finished, nor of any communication with Ms F about the works. It also failed to appropriately consider health and safety hazards which may have been present in the home. There is no evidence that it did anything in response to her allegations about trip hazards caused by its contractors, and despite the repairs including treatment for damp, the potential health hazard presented by mould was not referenced in its responses at all.

We found maladministration in the landlord’s handling of the repairs, its record keeping and complaint handling. We ordered it to apologise, pay £600 compensation, and to review and improve its record-keeping and complaint-handling practices.

Complaint handling

The landlord’s complaint handling exposes residents to the risk of delay, confusion, uncertainty, and unfair treatment. The complaints handling is not in line with the Complaint Handling Code or its own complaints handling operating model: using data and insights to identify themes and trends, and then using this learning to make improvements to their service delivery.

Complaints stages

The landlord’s 2020-23 feedback policy sets out its complaints handling stages. These are:

- Informal complaint
- Stage 1 formal complaint
- Stage 2 “independent review”

The policy also references a further stage:

- “If the resident is still unhappy, they can: Request a complaints panel hearing (optional Stage 3)”

The landlord effectively operates a four stage complaints process – an informal stage, two formal stages and an optional third stage. This is contrary to our Complaint Handling Code, which specifies two stage complaint handling stages are best practice, and there should not be an existence of a 'stage 0'. The landlord's policy explains many residents may not wish to follow a formal process and just want an issue resolved but if the issue is not a complaint, then it should not be brought into the complaints process. Informal stages blur the boundaries as to whether an issue is a complaint or a service request and pose the risk of failing to correctly identify, record and investigate a formal complaint.

The landlord's review of corporate feedback January 2023 document also includes statements such as:

- Resolve cases informally where appropriate.
- Only formalise [a complaint] if more [action] is required.
- [have a] clear method of pre-complaint opportunities to resolve.

These statements are open to interpretation. It is unclear who determines whether it is appropriate to informally resolve a matter, and then who oversees this to ensure such interpretation is applied fairly and consistently. This poses a risk of complaints not being identified or investigated.

The landlord does not record its informal complaints on its system. The landlord also does not record stage 3 cases; it says this is because it is an optional stage and therefore not considered to be part of the formal complaints process. However, it is listed in the policy and therefore it is part of their formal process. As neither the informal nor the third stage are recorded, the landlord cannot monitor them and draw insight, as per its complaints model.

Stage 1

Before housing management moved back in house, stage 1 complaints were investigated by the ALMO. The landlord's self-assessment states the Head of Service now has oversight of stage 1 complaints, which are investigated by the relevant service. The policy and procedure, however, make no such reference to the Head of Service. Instead, it refers to an investigation by an Investigating Officer based in the team responsible for that area of work.

Stage 2

Stage 2 complaints are assessed by a complaints team, and it is called an 'independent' review, a relic from when the stage 1s were handled by the ALMO. However, this terminology was never appropriate – the independent review of a complaint is at the end of the landlord's complaint process and is conducted by the Ombudsman.

The landlord has described a corporate knowledge gap regarding the origins of, and rationale behind, the current complaint-handling structure and has indicated this is something it is keen to review and reassess.

Exceptions

A complaints policy must clearly set out the circumstances in which a matter will not be considered, and these circumstances should be fair and reasonable to residents.

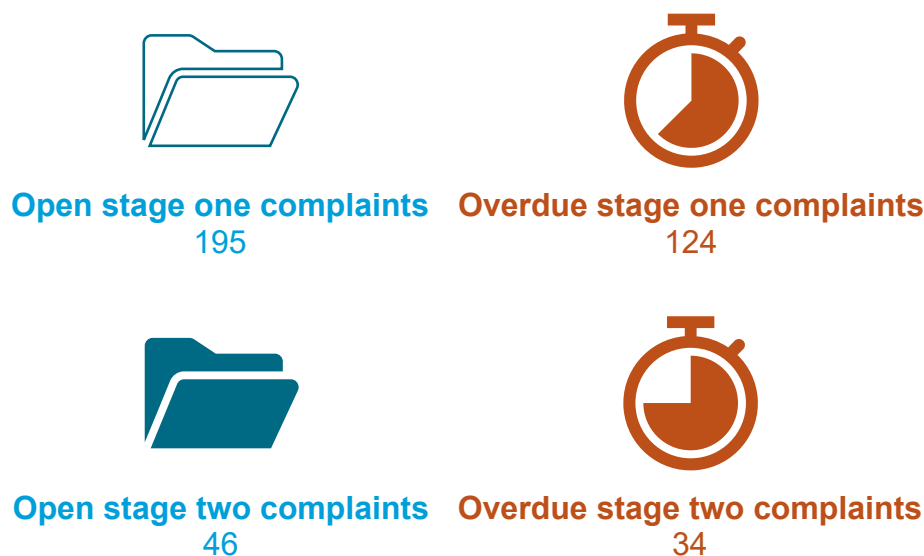
One of the circumstances cited for not accepting a complaint is “matters that are outside of our control”. But it would only be once a complaint was investigated, that any conclusions could be drawn about why the issue had arisen – the answer to the complaint is that the matter was outside the landlord’s control to influence, it’s not the reason to not record the complaint. This is also in direct contradiction of their complaint description (in their internal complaint handling training – the published definition of a complaint in their policy is different) which clearly states that a complaint does not have to be justified to be a complaint.

The policy states that “personnel matters” cannot be formally complained about. It is not clear if this is meant to exclude staff from using the complaints process instead of its internal grievance procedure, but the way it is worded suggests that residents are not allowed to complain about staff conduct, which is an unacceptable exclusion.

Insurance or legal matters are also excluded from the complaints process. No further detail is provided, and these are ambiguous descriptions that cover a much wider range of issues than those that are genuinely blocked from the complaints system. This service has provided guidance on complaints involving [insurance](#) and [pre-action protocols](#) with a particular emphasis on the need to clearly define, and not to “hide behind” legal proceedings. The landlord’s response to the CHFO of December 2022 references the insurance guidance and states this was useful, but this learning has not translated into policy change.

Timeliness

The landlord was asked to provide details of its currently open complaints and length of time any of them were overdue by. The landlord provided a snapshot of open complaints on 11 May 2023.



At both stages, most open complaints (154 and 37 respectively) were about property condition.

The landlord states that changing the target timescale from 25 to 20 working days, to align with the Complaint Handling Code, is why there are so many overdue stage 2 cases. However, every single overdue stage 2 case was more than five days over the due date. It says it is working to address the backlog, but no further detail has been provided as to what this means in practice and how it is assured the steps taken are sufficient.

We have issued four CHFOs since January 2023 in relation to delays in the landlord accepting or progressing a complaint through its process.

Complaint handling quality

The landlord states that staff are appropriately trained on complaint handling, including the Complaint Handling Code. In December 2022, we issued a CHFO to the landlord regarding repeated failings in their complaints handling. The landlord's complaint responses often simply listed work it intended to do soon to resolve the disrepair rather than actively investigate to identify any failures and learning, or consideration of providing redress. The landlord accepted its complaints handling had fallen below the necessary standard and, in addition to restructuring, process change and a system change, stated that they would train staff on the Complaint Handling Code and the Housing Ombudsman Scheme.

The cases we have received recently do show an improvement in the quality of the landlord's complaint responses. Recent complaint responses usually, though not

always, include details of the investigation undertaken, acknowledge failures and offer redress where appropriate. However, as well as the volume of overdue complaints, the landlord is still failing to recognise and act on complaints.

Examples of complaints recently reported to us:

- The landlord identified a leak from a soil pipe through a ceiling in May 2022, but the resident reports that repairs have not happened despite chasers from the resident. The landlord delayed responding to the resident's stage two complaint, leading the Ombudsman to issue a Complaint Handling Failure Order. The landlord failed to comply with this order.
- A resident left without heating in December 2022 attempted to make a formal complaint. The resident reports the landlord refused to accept the complaint until it had dealt with the heating situation. Recent complaint correspondence in this case still refers to the ALMO, despite housing management services returning to the landlord over six months before.

Case Study – 202210902

Miss H reported damp and mould in the bathroom of her home where she lives with her young daughter and elderly mother. She said that the bathroom's condition was affecting both her and her daughter's health and that tiles were falling off the wall. The landlord did not act, so she complained. Miss H chased the landlord repeatedly for a response; but it did not inspect the property or respond to the complaint for four months.

In its response to Miss H's stage one complaint, it apologised for the delay in inspecting the property, and said its contractor would contact Miss H shortly to arrange repairs. Miss H escalated her complaint to stage two three months later because nothing had happened. The landlord did not respond for a further three months, and only did so after the Ombudsman became involved to help Miss H resolve her complaint.

In its final response, the landlord apologised for the delay in handling Miss H's complaint and apologised again for the delayed repairs. It offered compensation for both but made no attempt to investigate or offer an explanation. The landlord said that work had been carried out shortly before issuing its final response, but Miss H refuted this – there had been further inspections and the landlord had wrongly sent a plumber to repair brickwork, but there was still damp and mould in the bathroom.

We found maladministration in the landlord's complaint handling, and severe maladministration in its response to Miss H's reports of damp and mould. The maladministration of the complaint had directly contributed to the severe maladministration of the reports of damp and mould – because the complaint had not been addressed in a timely manner, the landlord had missed several opportunities to put things right sooner and remedy the damp and mould. We ordered it to increase its compensation offer from £226 to £1,832.

Our recommendations noted that we had recently made several orders relating to the landlord's complaint handling and that our findings in this case should be considered in its ongoing review of its service.

Case Study – 202207610

Miss G is a leaseholder. She reported a leak into her bathroom from the property above. A plumber attended but the leak could not be repaired without removing tiling in the property above. Miss G chased the landlord twice before complaining.

The landlord's stage one response was timely. It apologised for the delayed repair but was unable to explain the delay. It said a further inspection was required and she would be able to make an insurance claim for any damage once repairs were complete. Miss G escalated her complaint because it had only provided an update with no information or explanation of its actions.

The landlord did not acknowledge Miss G's stage two complaint until her insurers contacted it a month later. When Miss G chased a further month later, it responded. This time it gave more details of its actions and omissions since the leak was reported and apologised for failing to keep her updated. The leak was confirmed to be repaired.

Water started coming into her bathroom again three months later. Miss G made a second complaint a week after reporting it, because the contractor had attended her property without making an appointment and she had not been there to provide access. While the landlord considered this to be from a different leak, Miss G considered it was the same leak reoccurring. The landlord's stage one response was again timely but failed to address Miss G's concerns about the missed appointment or the source of the leak.

Miss G made a stage two complaint which the landlord took two months to respond to. It apologised for this delay. It explained and apologised for failures in its appointment-booking, acknowledging this had prolonged the leak and damage to Miss G's property, but again failed to address the source of the leak. It offered compensation and committed to learn from the outcome of the complaint.

We found severe maladministration in the landlord's complaint handling, and maladministration in its response to the report of the leak. It had delayed in responding to both of Miss G's complaints about the matter, failed to adequately review its own actions or monitor repairs through to completion, and failed to address the entirety of Miss G's second complaint. We ordered £800 compensation, half of which was in redress for poor complaint handling. We recommended that it review its complaints handling to ensure that its responses are issued within policy timescales and include meaningful reviews of its actions and omissions.

Compensation

The landlord has stated during this investigation that its remedies are commensurate to the distress and inconvenience caused to the resident, but this is clearly not the case. The landlord is not routinely offering compensation to its residents as part of its

complaints handling, despite clear evidence of service failure and the associated time, trouble, distress and inconvenience. This is in addition to its inconsistent approach to insurance claims.

The landlord's Housing Feedback Policy 2020-23 does not include compensation as a remedy, which suggests a lack of understanding of its role and function in complaints handling.

The landlord has a discretionary compensation policy and procedure, dated 2020, which has not been reviewed since bringing the housing management back in-house. The complaints policy states in 'certain circumstances', the landlord will 'consider' making a discretionary payment for service failure or poor service. When setting out what these 'certain circumstances' are, the policy refers to "[where] The investigating officer or complaints panel can find no practical action to provide a full and appropriate remedy of the adverse effect caused by the service failure."

This suggests that compensation will only be considered if the landlord is unable to fully remedy the effect – it takes no consideration of the impact on the resident, including any distress, disruption or inconvenience. This is illustrated by case 202123855, where the landlord failed to award any compensation to the resident at stage 1 of her complaint, and insufficient compensation at stage 2, despite her having to live in temporary accommodation with her family for five months.

The policy also calls these discretionary payments a 'good will gesture' which implies that they are not considered a remedy to a formal acknowledgement of failing. Where compensation was offered, this was often only made following review by the residents' panel – it was not identified by the landlord's staff.

The landlord's damp and mould policy says it is possible for a resident to claim compensation. The use of the word "claim" suggests the resident needs to make a legal demand, and this will also redirect residents towards believing that the only route to obtain compensation is to pursue a disrepair claim. Such a legalistic approach is unnecessary – the complaints system can and does offer adequate redress if a landlord includes compensation as part of the remedies available following a complaint.

The landlord's compensation policy also states that if a resident has an outstanding debt, the compensation will be offset against the debt. This is reflected in the landlord's complaints policy, which states it will "always" offset any compensation award against any outstanding debt owed to the council. This is not in line with the Housing Ombudsman's offsetting [guidance](#) and is unfair on residents in arrears who have incurred expenses to deal with the situation that the landlord has failed to address appropriately.

In December 2022, our CHFO recommended the landlord review its compensation policy. The landlord agreed with this recommendation and acknowledged this was required but has, to date, failed to carry out this action.

Case Study – 202120060

Mr E took over the tenancy of a flat in a low-rise block via mutual exchange. He soon began to report problems including structural damage and a damp smell. The landlord had previously found the front door needed replacing but had not done so by the time of Mr E's formal complaint. In his formal complaint, he described the landlord's customer service staff as dismissive.

The landlord delayed for several months before inspecting the property and delayed further before carrying out the necessary repairs. The landlord's stage two complaint response acknowledged the delays as well as its failure to adequately communicate with Mr E. It offered £200 compensation and committed to complete repairs within two months. When it failed to do so, Mr E contacted the landlord again. The landlord declined to comment any further because the matter had already been referred to the Ombudsman.

We found maladministration due to the significant delays in the landlord's response to Mr E's reports of repairs. We found service failure in its complaints handling – Mr E had reasonably raised concerns about the landlord's failure to complete repairs as promised, and it would have been reasonable for the landlord to address these concerns despite the matter having been referred to the Ombudsman.

We ordered the landlord to increase the compensation to £900 and provide a written apology. We ordered it to inspect the property in a timely manner and inform Mr E (and the Ombudsman) of its plans to put things right.

Compliance

In the cases monitored, we ordered the landlord to apologise to 19 residents and pay more than £50,000 in compensation to residents. Moreover, we made several orders and recommendations to try to prevent the same problems happening again. This included 11 orders and recommendations asking the landlord to review its record keeping and 13 orders and recommendations to review its complaint handling.

‘Unreasonable behaviour’

In case 202118032 we ordered the landlord to:

- Implement an unacceptable behaviour policy if it does not have one.
- Consider staff training in respect to ensuring that unacceptable behaviour is dealt with in accordance with a proper process.
- Ensure any warnings or responses issued about resident behaviour are worded proportionately to the evidence and details of the incident.

Leaseholders

In case 202218553 we ordered the landlord to:

- Provide all information to enable an insurance claim.

Vulnerabilities

In case 202200806 we ordered the landlord to:

- Record with all its services the household vulnerabilities to inform the appropriate standard of response.

In case 202124512 and 202123855 we recommended the landlord:

- Review the resident’s application for rehousing to ensure suitable accommodation.
- Ensure the resident receives all food allowance payments within the set timescale.

Disrepair

In case 202113789, 202114445, 202120409, 202119561, 202120060, 202123855, 202009892, 202121329, 202126874, 202204505 and 202218553 we ordered the landlord to:

- Write to the resident with an action plan and the steps it will take to investigate and resolve the problems with the water supply, and provide regular updates.
- Review the status of required works and ensure they are appropriately prioritised, taking fire risk into account, and provide updates to the resident including how long it will take to complete work.

- Confirm the necessary work has been carried out and if not, ensure it is completed within the set timescale.
- Repair the attic boards and arrange the installation of roof insulation within the set timescale.
- Bring forward planned major work for the block, ensuring windows are replaced within six months.
- Review its repairs procedure, with a focus on ensuring robust measures are implemented to ensure timely communication.
- Review the reasons for delays in scaffolding and repairs, and consider what processes can be put in place to ensure repairs progress appropriately and are not unreasonably delayed.

In case 202100791, 202114445, 202120409, 202217471 and 202203346 we recommended the landlord:

- Implement training where necessary, to ensure its staff are proactive in assisting a resident in reporting a repair.
- Review its communication around fire safety ensuring it is proactive, informative and in plain English.
- Write to the resident with the outcome of the front door inspection.
- Consider carrying out a regular gutter clearance of the property.
- Monitor repairs and provide timescales to the resident for those repairs and provide explanations for any delays.
- Prioritise work accordingly when health and safety issues are raised.
- Review its wider approach to planned preventative maintenance programmes across its entire housing stock.

Damp and mould

In case 202120409, 202207610, 202200806, 202009892, 202124402, 202204505, 202206204, 202217471, 202219041 and 202205995 we ordered the landlord to:

- Send a qualified surveyor to carry out an inspection to identify how to prevent water ingress to alleviate damp.
- Share the Housing Ombudsman's Spotlight report on damp and mould with repairs staff and senior managers.
- Confirm with the resident if the leak from the flat above has now stopped.
- Write to the resident within the set timescale to enquire whether the damp and mould has been resolved and whether any leaks remain.
- Carry out a self-assessment against the Ombudsman's damp and mould report.
- Provide inspection reports relating to the water tank pump and confirm work needed and when this will be carried out.

In case 202200806, 202206204 and 202218553 we recommended the landlord:

- Proactively monitor repairs and investigate the underlying cause of reports of damp and mould.

- Review similar complaints or reports it may have received from other residents in the building to ensure there are no outstanding issues needing appropriate redress.
- Review status of damp and mould remedial works and update the resident about the status of these.

Knowledge and information management

In case 202100791, 202118032, 202120299, 202009892 and 202200806 we ordered the landlord to:

- Ensure it keeps appropriate records of all contact made with its residents, including phone calls.
- Ensure to maintain adequate records for details of incidents and complaints.
- Dedicate a named individual to coordinate the steps required and act as a single point of contact.
- Carry out a review of record keeping practices to ensure robust repair and inspection records.

In case 202108059, 202120409, 202203346, 202207610, 202120060, 202204505 and 202123855 we recommended the landlord:

- Review how it uses internal intelligence to identify areas to take early, proactive and effective action to ensure it is meeting its responsibilities.
- Consider a record keeping review so that it has clear records of outcomes of any inspections and repairs to provide accurate feedback to the resident and monitor repairs.
- Review systems for updating residents, ensuring enquiries are followed up in a timely manner.
- React proactively in response to multiple reports of the same issue and investigate whether there is an underlying cause.
- Ensure any member of staff leaving the company provides detailed handover notes relating to repairs.
- Ensure records and correspondence of staff who have left the company remains accessible.

Complaint handling

In case 202100791, 202207610, 202124402, 202126874 and 202120299 we ordered the landlord to:

- Review the Complaint Handling Code to ensure it responds to complaints in line with best practice.
- Reimburse the residents for the cost of employing a private plumber.
- Carry out a review of its complaint handling process.
- Consider whether the use of the term “independent review” to describe the stage two complaint handling is appropriate.
- Dedicate a named individual to coordinate the steps required and act as a single point of contact.

In case 202120409, 202124512, 202203346, 202207610, 202211723, 202115547, 202123855, 202200806, 202210902 and 202218553 we recommended the landlord:

- Proactively respond to multiple reports of the same issue and investigate whether there is an underlying cause of repeated reports.
- Review its complaint handling to ensure it responds within policy timescales, undertakes meaningful complaint reviews and considers outcomes with the Ombudsman's dispute resolution principles in mind.
- Ensure all relevant staff are aware of the Complaint Handling Code.
- Consider providing the resident with a report of the efforts it has made at avoiding missed and mixed-up appointments.
- Complete a review of its overall management of the complaint.
- Carry out a further self-assessment against the Complaint Handling Code and provide an explanation as to why a third stage is necessary.

Compensation

In case 202205995 and 202121329 we ordered the landlord to:

- Write to the resident to outline what evidence is needed to calculate compensation due to excess energy use.
- Consider reimbursing for damaged items.

In case 202205995 we recommended the landlord:

- Consider offering further compensation should more time pass before the repairs are complete.

Conclusions

Our investigation found that at the heart of service failure within the London Borough of Haringey is a culture of apathy and an acceptance of poor practice. We are conscious we have only seen a sample of staff behaviour and that is not necessarily reflective of the approach of all. The landlord is understandably quick to point out that it has many hard-working and dedicated staff.

There appears to be no clear direction for staff and there is an associated lack of accountability and ownership. Too often, we found it took the involvement of our service to compel the landlord to progress matters. There was frequently a loss of focus on achieving the right outcome for residents. The landlord's internal communications suggest it is a reluctance to be ordered to pay compensation which sits behind this impetus, rather than any sense of acting fairly or reasonably. Although complaint responses now acknowledge where there have been failings and offer apologies, there is no evidence of learning being implemented or, at times, any explanation given as to why the service failure happened. These are essential for a healthy landlord-resident relationship.

There is an apparent lack of intrinsic motivation. The landlord's CHFO response letter of December 2022 references the need to train staff to fully 'understand the seriousness of cases once they are raised to the Ombudsman'. But a case should not only be seen as serious once an external body becomes involved. An internal email from case reference 202123855 further illustrates this point,

"We need to provide an update to the tenant specifically with a time frame for the repairs or this will be escalated [to the Ombudsman], meaning compensation for service failure".

A wish to avoid paying compensation or a complaint escalation should not be the driving force behind an impetus to provide a resident with a timeframe for their repairs; there should be a willingness and a desire to provide this anyway.

The landlord has recently requested the Ombudsman to provide a breakdown of open complaint cases made about it, and said it is vitally important they improve their handling of Ombudsman enquiries. The landlord could not ascertain from its own records which Ombudsman cases have outstanding chasers on them and could be subject to a CHFO. Although it is a step in the right direction to focus on complaints with the Ombudsman, this focus should not be at the expense of all the landlord's other complaints, including its 124 overdue stage 1 complaints.

We also saw instances of the landlord inappropriately refusing to respond to a resident about a matter once it had been referred to us. It is critical landlords continue take every opportunity to put things right.

This culture has resulted in unnecessary and extensive delays, inappropriate approaches being adopted, poor internal communications and partnership working, and a lack of resolution-focused complaints handling.

Policies

Policies are the foundations of a landlord's culture. They set the landlord's intent, approach and organisational tone. Although the housing management function has been back in-house for just under a year, key policies have not yet been reviewed and are still in the name of the ALMO. In December 2022, the landlord agreed its compensation policy needed reviewing, but six months later, this still has not happened. The landlord's new damp and mould policy is dated April 2023; the same month we requested a copy. Although the policy itself is comprehensive, it is not mirrored by the guidance provided to staff. This is a disparity the landlord should have identified through its own governance processes.

Where other policies have been updated, such as the unreasonable behaviour policy, their tone and content do not support an empathetic, fair, responsive and sensitive service.

The landlord has explained that further work on updating policies is happening, but it is unclear how this is being prioritised and what the completion timescales are.

Learning

Throughout the landlord's response, as well as in the December 2022 CHFO response letter, the need for learning is recognised, particularly in relation to complaints. It references a focus on identifying themes and recurring issues from complaints, as well as the importance of sharing learning and best practice. The landlord describes the main objective of its complaints transformation plan to be a clear shift from processing complaints to managing complaints. However, no supporting evidence has been provided for this assertion.

The landlord has said its feedback and complaints team carry out customer satisfaction surveys on complaint handling, with this feedback being 'monitored and reported to management with recommendations for improvements to our service'. No examples have been provided as to how this feedback has been used to make improvements.

The landlord does not currently keep a record of complaints which have been escalated to stage 3. This means vital learning around recommendations by the panel is not readily available. This is not in keeping with the landlord's stance on learning from complaints or its desire to move to an insight and data driven culture.

In its CHFO response of December 2022, the landlord said it had now read our guidance on complaints involving insurance claims and found it helpful. However, some five months later, we are still seeing examples of complaints which show this guidance is not being considered.

Culture change

The landlord recognises the current approach is not working for residents, services or its teams, and that the whole organisation needs to change its approach to complaints.

It acknowledges that some staff were previously doing what it describes as ‘the bare minimum’. There has been a lack of performance management, both internally and with contractors. Consequently, the landlord acknowledges it has not been getting the basics right. The landlord has spoken of the need for staff to take more pride in their work and for there to be better feedback mechanisms in place.

The landlord described the challenges of bringing the housing management services back in-house. Although over 600 staff transferred from the ALMO, there has been significant restructuring and staff changes, with further restructuring planned, including the corporate and housing teams.

The landlord has acknowledged that these changes have resulted in ‘corporate memory loss.’ This is important learning for other landlords looking to transition from an ALMO, or any other significant structural change – corporate knowledge should be captured before it is lost indefinitely.

The landlord has explored how much of the current issues are cultural, how much is due to resourcing, and how much is due to leadership. The likelihood is that there is an interplay between all three. The landlord has spoken of systemic and cultural changes requiring time and that not all changes are ‘quick wins.’ It is aware of the current [guidance](#) and assurance tool for London Councils and intends to use this part of its quality assurance, oversight and governance.

The landlord has also described the need to instil a data-led management culture as well as a performance-driven culture. This is an important part of any effective, modern organisation. However, the most important part of an organisation is its people. Where staff do not feel engaged, valued, motivated or consulted, operational changes are less likely to take hold.

The landlord has a new values-based People Strategy, based on what it calls ‘the five Cs’: These are:

- Collaborative
- Community-focused
- Courageous
- Creative
- Caring

Senior leaders have met with staff to canvass their views on what is stopping the landlord from achieving these. There are plans to start delivering management training to support leaders embed this new values-based approach.

Further consideration is required to identify what staff need to enable them to embrace culture change. In the landlord’s repairs programme, it references empowering staff with the right information and knowledge without any detail of what that might be. In the associated ‘dependencies’ column, it says simply ‘culture change to embed change’. It is difficult for staff to welcome a culture change when it is unclear what that looks like and what the change is *from* and *to*.

The landlord recognises the need to introduce clearly defined measures for success, including service standards and key performance indicators. There are plans to introduce a quality assurance framework for all services, to meet their 'residents first' internal kitemark. The landlord is encouraged to prioritise these standards and measures as they are essential to effective governance, oversight, clarity for staff and setting the culture and tone of the organisation.

It is acknowledged that structural, cultural and organisational changes take time to embed. However, it has been a year now since the landlord brought its housing management back in house and we would expect to see more evidence of a shift of approach. The landlord's most up-to-date complaints data, as well as the themes emerging from cases with us awaiting investigation, indicate the themes identified in this report still prevail.

Recommendations

Within three months of this report, the landlord should publish and provide the Ombudsman with:

'Unacceptable behaviour'

- Implement a new Unacceptable Behaviour policy that aligns with the Housing Ombudsman's guidance.
- Introduce a monitoring process for the usage of the policy.

Leaseholders

- Establish a policy for leaseholder complaints, to include:
 - a defined process for leaseholder repairs.
 - information and advice about the landlord's responsibilities upon purchasing the property.
 - insurance claim information.
 - recognition that an insurance claim does not restrict a resident's ability to access a landlord's formal complaints procedure.

Vulnerabilities

- Review the vulnerability and safeguarding policies used by housing management to ensure they are up to date and relevant. The review should also consider relevant law, statutory guidance and the landlord's vulnerability strategy.
- Review and update the vulnerability and safeguarding forms to ensure they are up to date and relevant.
- Produce vulnerability and safeguarding procedures for housing management and staff guidance to include:
 - details of its systems and processes
 - how information is recorded, shared and reviewed.

- Create suitable vulnerability and safeguarding training for housing management staff, including an action plan for delivery.
- Make adherence to the vulnerability and safeguarding policies, procedures and standards part of the service level agreement with third parties and the landlord's housing management function.
- Explain how it will consider vulnerability and safeguarding as part of the mobile workforce management system project.
- Explain how the landlord will monitor its vulnerability and safeguarding performance.

Disrepair

- A report on the themes and trends emerging from recent complaints regarding repairs and an assessment of why these continue to be brought to the Housing Ombudsman. This assessment is to include what further measures the landlord has identified.
- An update on the procurement of additional contractors.
- A copy of the performance management framework regarding disrepair.
- Updates on the progress of the repairs programme project.
- Explain how the landlord will measure and monitor the progress of its commitment to change the culture.

Damp and Mould

- Review the guidance provided to staff to ensure it is in line with the landlord's policy.

Knowledge and Information Management

- Carry out a self-assessment against the recommendations in the [Knowledge and Information](#) Spotlight report.
- Rollout plan for the introduction of the CRM system, to include:
 - What training staff will receive on the system.
 - When the current system will be replaced, and details of any transition period.
 - How the effective use of the system will be monitored.

Complaints handling

- An updated complaints process, which should include:
 - Removal of any 'stage 0' from the complaints process.
 - A review of the stage 3 process. If this stage is still considered necessary:
 - Recording and monitoring of both complaints and outcomes at Stage 3, ensuring this data feeds into the new data and insights complaints handling model.

- Update the complaints policy so the exceptions are clearly defined and are in line with the Housing Ombudsman's guidance on legal matters and insurance claims.

Compensation

- A new compensation policy, which must be in line with:
 - The Complaint Handling Code
 - The Ombudsman's offsetting guidance
 - The Ombudsman's remedies guidance
- Review of the term 'discretionary'
- Review of the definition used of a 'gesture of goodwill'.

Culture, Governance and Learning

- Publish an update on the resident experience improvement plan.

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