

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202107263*

*Sanctuary Housing Association*

*30 March 2023*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The resident's complaint is about the landlord's:
  - a. Response to the resident's reports of damp and mould in the property.
  - b. Handling of the resident's complaint including their request for compensation for items damaged by mould.

## **Background**

### *Events*

2. The resident was an assured tenant of the landlord until October 2021 when she gave notice and left the property. The property is a two-bedroom, second floor flat and the resident lived there with her son. No information has been provided to this Service about the age of the resident's son. The landlord states it has no vulnerabilities recorded for the household.
3. The resident's tenancy agreement states that the landlord is responsible for the repair of the structure of the property which includes the roof, walls, windows, ceilings, and floors. The landlord is also responsible for repairing installations for heating and sanitation and for the supply of water.
4. The resident has provided a timeline of the damp and mould issue. She states that she first noticed the mould in 2008 and reported the issue to the landlord but no action was taken. She says that she went on to report the damp again in October 2013, November 2014 and March 2015. The resident made a formal complaint regarding the damp and mould in 2016 and she states that surveyors inspected the damp and mould in May 2016, 2017, 2018, and 2019.

5. The landlord has confirmed that on 28 May 2016 the resident made a formal complaint about a number of issues which included damp and mould. The resident at this time advised the landlord that she had mould in her kitchen and bedroom and that she believed this was caused by a leak from her roof. She requested that her roof be inspected. The landlord responded to her complaint on 15 June 2016 and advised that the mould would be treated on 7 July 2016 and that if it was identified that the roof was causing the damp, a work order would be raised to repair the roof. The complaint was closed on 5 October 2016 and notes state this was due to “no response from [tenant]”. This Service has seen no evidence that the roof was inspected or repaired in 2016. The complaints procedure in place at the time of this complaint stated that complaints would be closed “if the customer does not respond within 28 working days”. The procedure also states however that the “complaint should not be closed until it has been verified that [the landlord] has delivered everything promised as a resolution; for example, all outstanding repairs have been completed”.
6. In April 2018 the resident made a formal complaint regarding mould in her bedroom with water on the internal walls. The landlord stated that it closed the complaint in July 2018 due to the resident failing to provide access on several occasions and not responding to contact from the landlord. The complaints procedure in place at the time of this complaint stated that “if the customer does not respond within 20 working days, and no indication of their satisfaction or dissatisfaction with the outcome is received, then [the landlord] will formally close the complaint”. The procedure in 2019 also states however that the complaint should not be closed until all repairs promised have been carried out.
7. In August 2018 the resident raised the complaint about mould in her bedroom again. She also complained that her bathroom required replacement. This complaint was escalated by the resident in March 2019. In response, the landlord agreed to fit new tiles in the bathroom which were to be purchased by the resident and made a payment of £275 in compensation. The tiles were never fitted as the landlord stated that the resident did not purchase the tiles or contact it to arrange for the work to be completed.
8. The resident states that in April 2019 her son suffered an asthma attack and was treated in hospital. She states that she was also diagnosed with asthma in April 2020 and that their asthma was caused by damp and mould in the property. This Service has not seen evidence of the resident’s medical issues. The Ombudsman has no reason to doubt the resident’s claim, and as we do not intend to make a determination regarding the impact on the resident’s physical health, we have not requested supporting evidence.

### *Policies and procedures*

9. The landlord's repairs policy states that it aims to attend to all "appointed" ie non-emergency repairs, within 28 days at an appointment time agreed with the resident.
10. The landlord operates a two-stage complaints process. The first stage is referred to as 'front line resolution' and the landlord aims to acknowledge such complaints within two working days and provide a response within "five to ten days". The second stage of the landlord's complaint process is referred to as the 'investigation stage' and the landlord aims to respond to such complaints within 20 working days. For clarity this report will refer to the complaints stages as stage one and stage two.
11. The landlord's complaint policy states that the landlord will not consider as complaints, issues which occurred longer than six months ago and hadn't been reported, or complaints that had already been considered under the landlord's complaint process.
12. The complaint policy also states that complaints which include claims of "significant loss or damage to property over [the landlord's] policy excess, or allegations of injury" should immediately be passed to the landlord's insurer and not be handled via the complaints process. The landlord's policy excess was at the time of the events, £5,000.
13. The landlord's compensation guidance states it will consider offering compensation for:
  - a. time, trouble and inconvenience due to the landlord's action or inaction
  - b. delayed or poor complaint handling
  - c. failures in (including unreasonable delays to) the provision of services
  - d. additional costs incurred due to failure by the landlord
  - e. loss of facilities where the issues have not been rectified within published timescales once reported
  - f. damage to or loss of belongings due to failure by the landlord.
14. The compensation policy says that a reduction in rent may be payable if a room is unusable due to repair issues. It outlines a reduction of up to 30% for a bathroom, up to 20% for a bedroom, and up to 10% for a living room. This amount may be increased up to 50% if more than one room is affected.

## Summary of events

15. In July 2019 the resident contacted the landlord to request that the tiling in her bathroom, identified during her complaints made in 2018, be completed in September 2019. In September 2019 the resident contacted the landlord and asked that the works be cancelled as she was due to have a medical operation in October 2019. The landlord's complaint records demonstrate that it telephoned the resident and left messages asking her to rearrange the works but that it received no response. This Service has not seen further evidence of these attempts to contact the resident.
16. On 7 November 2019 the landlord's contractor emailed the resident to arrange a date for the works to her bathroom to be completed. The landlord advised that it could start the work the following week.
17. The resident responded to the contractor's email on 7 November 2019 and advised she was unable to provide access the following week as she would be at work. She also advised she was providing the tiles for the bathroom so needed time to source the remaining tiles that would be required. In the email the resident described the bathroom as "extremely mouldy" and said that conditions were "unhealthy". She advised she would contact the landlord to book the work as soon as possible.
18. Two days later, on 9 November 2019 the resident emailed the contractor again and advised that she did in fact want the landlord to start work on her bathroom and asked if they could do so on 20 November 2019. This Service has not seen evidence that the contractor responded to this email.
19. On 15 December 2019 the resident emailed the landlord and advised that she had not received a response to her previous email. She stated that damp and mould were growing "everywhere" and that it was impacting her health. She described feeling "bunged up" and that she had symptoms like that of hay fever. The resident told the landlord that:
  - a. the smell of mould was becoming stronger in her bedroom
  - b. water was now starting to drip from her bedroom ceiling
  - c. there were wet patches on her living room walls
20. On 17 December 2019 the landlord logged a formal complaint in relation to its lack of response to the resident. The landlord's repairs logs show that a damp and mould inspection of the resident's property was booked for 8 January 2020.
21. The resident emailed the landlord on 8 January 2020 advising that the surveyor had not attended to complete the damp and mould inspection. She advised that

she had changed her work schedule to facilitate the inspection and was frustrated that she had not been informed that the inspection would not be going ahead.

22. The landlord responded to the resident's email on 9 January 2020 and apologised that the surveyor had failed to attend. A further inspection was booked for 21 January 2020.
23. The landlord's repairs log shows that the resident contacted the landlord on 20 January 2020 to cancel the damp and mould inspection booked for the following day. The landlord booked a further inspection for 30 January 2020, the resident cancelled this appointment and rebooked this for 6 February 2020.
24. On 6 February 2020 the landlord's repairs log shows that the surveyor attended to complete the inspection however the resident did not provide access. The resident stated that her buzzer was not working and she had not heard the surveyor. In subsequent internal communications on 17 February 2020 the surveyor confirmed that he had not telephoned the resident as her number was not on the inspection details he had been provided. He also stated that he was "confident" that someone had been in the property watching from the window. This Service has not seen any evidence that confirms this account.
25. A further inspection of damp and mould was booked for 17 March 2020. The resident contacted the landlord to request that this appointment be changed to 19 March 2020. This service has not seen evidence that the inspection went ahead on either date.
26. On 23 March 2020 the UK government announced a national lockdown from 26 March 2020 due to the Covid pandemic.
27. The landlord's repairs logs show that a further damp and mould inspection of the resident's property was booked for 2 April 2020, a note was put on the log to telephone the resident when outside the property as the buzzer was not working. The repair records show that this inspection did not go ahead due to staff absence due to Covid. The landlord acknowledged within its internal communications that there is no evidence that it made the resident aware that the inspection would not go ahead.
28. On 9 April 2020 the landlord's surveyor contacted the resident to advise that she could either send him photographs of the areas of damp and mould for him to assess and diagnose or wait for a physical inspection when Covid restrictions were lifted.
29. On 23 April 2020 internal landlord communications illustrate that the surveyor had been furloughed as a result of Covid restrictions and that no photographs had been handed over to remaining staff.

30. On 29 April 2020 the resident's son sent the landlord photographs of the damp and mould. The landlord acknowledged receipt of the photographs on 7 May 2020.
31. The landlord instructed its contractor to contact the resident on 20 May 2020 to arrange to attend the property and quote for the required works based on the photographs that had been sent to the landlord.
32. Internal landlord communications dated 8 June 2020 stated that no works should start on the bathroom until the extractor fan was replaced and the extractor flue and guttering investigated as a possible source of the leak. The landlord's internal emails described the property as habitable but "very bad".
33. On 12 June 2020 further internal communications demonstrate that concerns were raised by a member of landlord staff, that if the roof space and guttering were not investigated the damp could return.
34. The landlord authorised the following works which commenced on 13 July 2020:
  - a. Rake out and repoint roof (valley) tiles.
  - b. Clear gutters and repair leaking gutter joint.
  - c. Apply water seal to brickwork around the living room window
  - d. Supply and fit a humidistat fan to the bathroom.
35. On 17 July 2020 the contractor advised the landlord that the works to address the damp in the smaller bedroom were complete but that the resident did not wish for the lounge or other bedroom to be started until the bathroom was complete. It is unclear what works were completed to the bedroom as the landlord's repairs records state "treat damp/mould", no further details are recorded. The contractor also advised the landlord that the mould had spread to the hallway. This Service has not seen evidence that works were raised to resolve mould in the hallway.
36. On 22 July 2020 the resident provided the landlord with an invoice for £285 for the replacement of her carpet that had become damaged by mould. She requested that the landlord reimburse her for the damage.
37. On 7 August 2020 the contractor advised the landlord that the bathroom required a complete overhaul.
38. The landlord raised an order for a replacement bathroom on 26 August 2020. When work commenced on the bathroom on 21 September 2020, the contractor contacted the landlord to advise that the damp and mould were being caused by water ingress from outside the property via the roof and/or external walls. The contractor stated that "it also seems that there have...not been no checks/maintenance on the outside of the property for years".

39. The landlord responded to the contractor on 23 September 2020 and advised that another contractor had checked the roof and that there were “no obvious signs of water penetration”. This Service understands that the landlord was relying on a statement by the contractor that completed roof works in July 2020. It stated that if the contractor was concerned it should stop work pending further recommendations.
40. On 5 October 2020 the resident contacted the landlord upset that the contractor had not attended as agreed. She stated she had no sink, the bathroom was a mess, and the toilet wasn't plumbed in properly. The landlord responded the same day advising that it would consider this further delay when addressing compensation.
41. The resident confirmed that the bathroom replacement works were completed on 12 October 2020.
42. Contractors returned to the property on 13 November 2020 and completed work to remedy the damp in the living room, main bedroom, and hallway. These works were completed on 17 November 2020. It is unclear from the information provided by the landlord what these works comprised.
43. On 29 November 2020 the resident contacted the landlord to report that her bedroom walls were wet in the corners of the room. The resident stated that she was “stressing out” and “worried...that my furniture [and] clothes will be ruined again”. The landlord responded to the resident on 30 November 2020 advising that the issue was being investigated urgently. The landlord's internal emails show that it arranged for its contractor to attend on 11 December 2020 to check the guttering.
44. On 30 November 2020 the resident emailed the landlord and stated that she had calculated everything she had spent due to the damp and mould issues at the property and it totalled £15,000. She stated that she was requesting compensation of no less than this amount.
45. The landlord contacted the resident on 18 December 2020 and advised that its contractor had attended as arranged on 11 December 2020 to investigate the water ingress but could not access the loft due to the resident's belongings. This Service has not seen evidence that the landlord advised that the loft be cleared prior to the inspection.
46. On 6 January 2021 the landlord contacted the resident to ask that she clear her loft to ensure that storing items was not blocking air flow and contributing to damp issues.
47. On 20 January 2021 the contractor cleared the guttering which was “fully blocked”. Repair notes state they could not inspect the loft as it was still full. The



landlord again asked the resident to clear the loft and she advised that she was too scared to go in the loft

48. The resident emailed the landlord on 28 January 2021 and advised that she had been asking the landlord to check the roof and guttering for years and that this had now been confirmed as the source of the water ingress. The resident stated:
  - a. both bedrooms would need to be treated again for damp and mould despite work only being completed in July 2020
  - b. she had put new carpeting and furniture in both bedrooms following the previous work as they were damaged by damp and mould. She was worried the new items would also be damaged.
  - c. she was stressed and the damp and mould had affected her physical health.
49. The landlord emailed the resident to advise that a new complaints officer was looking into her stage one complaint into the damp and mould in her property. The resident responded stating that she was seeking compensation due to “loss of property, health, time wasting and lack of care under the Fit For Habitation Act”. She stated that she would be sending photographs and videos of the damage caused by water ingress.
50. The landlord’s repair records show that work was completed to resolve the damp in the bedrooms on 3 March 2021. The records seen by this Service do not specify what these works comprised, only that works were raised and completed to “treat damp/mould”.
51. On 31 March 2021 the resident emailed the landlord advising that she had received no contact from the landlord since 26 February 2021. She stated that whilst she understood the investigation would take time in order to be thorough, she expected to be updated at least monthly.
52. On 8 April 2021 the landlord responded to the resident stating that it had been waiting for the photos and videos that the resident had referred to her in email of 26 February 2021. It advised that its contractor had stated that damp works were now complete and asked the resident whether any works were outstanding.
53. The landlord provided a response to the resident’s stage one complaint on 29 April 2021. The response stated:
  - a. All repairs to the bathroom and damp and mould in the bedrooms had been completed.
  - b. Following the resident’s report of mould in the property on 16 December 2019, a telephone inspection did not go ahead until 9 April 2020. The landlord was “disappointed” with the amount of time that it had taken to arrange an

inspection but that further delays were caused by Covid restrictions and the resident failing to provide access to the property.

- c. “[T]he time taken to treat the mould was longer than we would have liked”.
- d. It offered the resident £500 as a goodwill gesture comprising:
  - i. £350 for time, trouble and inconvenience
  - ii. £150 for delays in complaint handling and communication failures.
- e. The resident would need to provide evidence of damaged items including photographs of the damage and proof of purchase so the landlord could assess her compensation request.

54. The resident refused the landlord’s offer of £500 on 29 April 2021. She stated that she had sent photographs and receipts as evidence of her damaged items the year before on more than one occasion. She requested that her complaint be escalated to the second stage of the complaint process.

55. The landlord emailed the resident on 4 May 2021 to confirm that her complaint had been escalated to stage two and the resident would receive a response within 20 working days.

56. On 26 May 2021 the resident emailed the landlord in relation to providing evidence of her items damaged by damp and mould. It is evident that this email was sent in response to a request by the landlord but this Service has not seen the landlord’s initial email requesting this information. The resident, in her response, expresses frustration at having to send, for what she states is the third time, evidence of damage to her belongings. The landlord responded to the resident’s email on the same day and advised that, in line with its complaints procedure, it could only investigate issues that occurred within six months of the resident’s complaint of December 2019. It stated it would therefore not consider damages caused prior to this.

57. The landlord emailed the resident again on 28 May 2021 and again reiterated that it was unable to consider incidents or damage that occurred more than six months before the resident made her formal complaint. It advised it would assess claims for damage or loss that had been incurred “during the course of your current complaint or in the immediate period prior to this”. The resident responded to the landlord on the same day and advised that her claim was to be looked at prior to 2019 and that this had been previously agreed in email. This Service has not seen evidence that the landlord had previously agreed to consider compensation for issues prior to 2019.

58. The landlord responded to the resident’s stage two complaint on 1 June 2021. It stated:

- a. It could only investigate issues that occurred within six months of the complaint raised in December 2019. The resident previously made complaints about the damp and mould in April 2018, August 2018, and April 2019 and these were investigated at the time and would not be reviewed.
- b. Whilst Covid restrictions and the resident failing to provide access delayed the works, “the works required to address the issues...took much longer than they should have done and I appreciate the serious inconvenience this caused you”.
- c. The issues with the service the resident received would be addressed with the maintenance team and contractors so that improvements could be made.
- d. The landlord would look into the resident’s claim for the cost of replacing furniture, bedding, clothing and carpets which were damaged by mould during the course of her recent complaint. In order to do so the resident would need to provide evidence supporting the claim.
- e. It offered the resident £50 for “additional time, trouble and inconvenience” in addition to the £500 previously offered.

59. The resident emailed the landlord on 1 June 2021 and refused the offer of the additional goodwill payment.

60. On 16 June 2021 the landlord emailed the resident and advised that it would review the evidence that she had submitted the day before. This Service has not seen the evidence sent by the resident.

61. On 18 June 2021 the landlord again wrote to the resident. The landlord stated:

- a. It could not consider compensation for historical issues prior to the complaint recorded in December 2019.
- b. In accordance with its complaint procedure it could only review the service received by the customer within the preceding six months.
- c. The resident had previously raised concern about mould which were subject to formal complaints investigated by the landlord. The resident had the opportunity to refer these cases to the Ombudsman if she was unhappy with the landlord’s handling of the issue.
- d. It offered a further payment of £1,422 in “recognition of the impact the delays in works had on the use of your bathroom and bedroom between 16 December 2019...and 3 March 2021”. This amount was based on 20% of the resident’s daily rent charge.
- e. It offered a payment of £143 as a contribution towards the cost of replacing the bedroom carpet.
- f. The total amount offered to the resident now totalled £2,115.

- g. Whilst the resident had provided a list of personal items damaged by mould, the landlord could not provide compensation for these items unless the damage occurred after December 2019.
62. The resident emailed the landlord on 20 June 2021 advising that she did not accept that it would not consider her issues from when they were first reported on 13 October 2013. The resident requested copies of the following documents dating back to 2013:
- a. Communications
  - b. Repair logs
  - c. Complaint correspondence
  - d. Historic versions of the landlord's complaint and compensation policies
63. The landlord responded to the resident on 3 June 2021 advising that it was "[n]ot appropriate to provide historical information you have requested as not relevant to this complaint". It stated that as the resident had advised she did not intend to provide evidence in support of her claim for items damaged after December 2019, her complaint would now be closed. The resident replied the same day advising that her claim was for all items damaged dating back to when she first reported the mould in 2013.
64. On 24 June 2021 the landlord reiterated its position that in line with its complaints and compensation procedure it was unable to consider damages from 2013. It also repeated that it would not provide the information requested by the resident as it was not relevant to her complaint.
65. The resident contacted this Service on 2 August 2021 – she was advised to seek legal advice with regards to the issue of compensation.
66. On 4 August 2021 the resident accepted the landlord's goodwill offer of £2,115.
67. On 27 December 2021 this Service advised the resident that it was likely that the Ombudsman would only consider her reports of damp and mould from the period immediately prior to her December 2019 complaint. It was explained that this was because "in accordance with the Housing Ombudsman Scheme, we expect residents to raise a formal complaint within six months of the matter arising and refer a complaint to the Ombudsman within 12 months of the date of the landlord's final response".

## Assessment and findings

### *Scope of investigation*

68. The landlord does not dispute that the resident has been reporting issues with damp and mould in her property since 2013. Indeed, the resident has made three previous formal complaints to the landlord about the issue in 2016 and 2018, she did not however refer her previous complaint to this Service at the time.
69. Paragraphs 42 (b) and 42 (c) state that the Ombudsman may not consider complaints which, in the Ombudsman's opinion were brought to the Ombudsman's attention normally more than 12 months after they exhausted the member's complaints procedure; or, were not brought to the attention of the member as a formal complaint within a reasonable period which would normally be within 6 months of the matters arising.
70. In this case however, the Ombudsman considers that as the landlord acted outside of its policy when it closed the resident's complaint prematurely in 2016 and in 2018, we have included these complaints within our investigation.
71. This Service recognises that this situation has caused the resident severe distress as she has experienced damp and mould in her property over a prolonged period of time. Aspects of the resident's complaint relate to the impact of her living conditions on the health of herself and her son. Where the Ombudsman identifies failure on a landlord's part, we can consider the resulting distress and inconvenience. The Ombudsman accepts that the resident and her child have been diagnosed with asthma, unlike a court however we cannot establish what caused the health issue, or determine liability and award damages. This would usually be dealt with as a personal injury claim through the courts. Though the Ombudsman is unable to evaluate medical evidence, it will be taken into account when considering the resident's circumstances.
72. Much of the resident's dissatisfaction relates to the landlord's handling of her claims for compensation for damage to her belongings which she considers the landlord to be liable for. The resident is dissatisfied with the landlord's refusal to consider her claims and pay compensation for damage suffered prior to December 2019.
73. As previously explained, this Service does not have the authority to determine liability for damages or award damages in the way that a court might and therefore we are unable to determine liability for compensation for damage to items. Consequently, it would be quicker, fairer, more reasonable, and more effective for the resident to seek a remedy to this aspect of her complaint through the courts, or through another tribunal or procedure (e.g. insurer).

74. The Ombudsman will however consider the landlord's handling of the residents request for compensation and whether this was handled reasonably and in line with its own policy and procedures.

*Response to the resident's reports of damp and mould in the property*

75. The landlord is responsible for the repair and maintenance of the property and for ensuring a property is fit for human habitation, in accordance with the Landlord and Tenant Act 1985, the Decent Homes Standard, the Homes (Fitness for Human Habitation) Act 2018, and the tenancy conditions.

76. The Housing Health and Safety Rating System (HHSRS) is a risk-based evaluation tool to identify potential risks and hazards to health and safety in dwellings. The Decent Homes Standard is a standard for social housing introduced by the UK government, which advises that properties should be free from hazards assessed to be category one under the HHSRS; be in reasonable state of repair; have reasonably modern facilities; and provide reasonable thermal comfort. The HHSRS specifically recognises that damp and mould growth can pose a threat to physical and mental health.

77. The landlord's repairs policy states that non-emergency repairs will be attended within 28 days. Following the resident's email to the landlord on 15 December 2019, it took the landlord 63 weeks, until 3 March 2021, to fully resolve the damp and mould in the property that had been reported. This is unacceptable.

78. The landlord recognised in its stage one complaint response that it was disappointed in the time taken to arrange an inspection of the damp and mould and that the time taken to resolve the issue was "longer than [the landlord] would have liked". It was right that the landlord acknowledges these failings.

79. It is accepted that there were a number of issues that added to the delays in inspecting the property following the resident's complaint of 16 December 2019 including her availability, a broken door buzzer, and Covid restrictions. Delays from September 2019 to November 2019, and from 9 January 2020 to 6 February 2020 can be attributed to the resident's availability. The remaining delay of over a year is due to failures by the landlord.

80. This Service has requested copies of all damp reports and surveys conducted on the property. The landlord has been unable to locate any such documents.

81. There were failed appointments by the surveyor on 8 January 2020 and 2 April 2020 which were not communicated to the resident. The contractor also failed to attend on 5 October 2020 to begin works on the bathroom as the customer had been advised. Whilst the appointments may have been missed unavoidably, it is unreasonable that the resident was not kept informed.

82. In June 2020 internal emails demonstrate that the landlord was aware that the damp was likely to return if the roof and guttering were not investigated as the source of the damp and it was clearly stated that work should not start until the roof and gutters were checked. In July 2020 works were raised to clear the guttering and seal external brickwork. On 21 September 2020 one contractor advised the landlord that the damp and mould were being caused by water ingress via the roof and/or external walls but on 23 September 2020 the landlord stated that its contractor could see “no obvious signs of water penetration”. In effect, the landlord disregarded the contractor report of 21 September 2021 which was unreasonable and inappropriate as it needed to be fully satisfied that all water ingress had been resolved in order to meet its repair obligations and resolve the complaint. Ultimately the landlord proceeded with internal works without first identifying the source of the issue which was inappropriate. During this period multiple opportunities were missed to reduce the continued impact on the resident by resolving the repair issues as quickly as possible.
83. On 29 November 2020, just 12 days after the initial damp and mould works to her bedroom were completed, the resident was forced to contact the landlord again to report that there were further damp patches appearing in the corners of the bedroom. The source of the damp was found to be blocked guttering which had been overflowing. This was cleared on 20 January 2021, four months after the contractor identified that the source of the leak was external and two months after the resident reported damp again. Not only was this outside its timeframe for non-emergency repairs but also especially unreasonable given the history or reports of damp by the resident.
84. The landlord was aware in June 2020 that conditions in the property were “very bad”. It is therefore unreasonable that the conditions were not resolved until 3 March 2021, nine months later. Overall the landlord delayed unreasonably in inspecting and rectifying the damp and mould. It also failed to act on the advice of its own contractors to identify the source of the leak and to resolve this before commencing internal works. In failing to do this the landlord had to complete some of the repair works twice which further delayed final resolution and caused the resident further inconvenience and distress.

*Handling of the resident’s complaint including their request for compensation for items damaged by mould.*

85. As discussed earlier in this report, the landlord failed to adhere to its own procedure when it closed the resident’s complaints in 2016 and 2018 in the knowledge that the repairs required to resolve the damp and mould in her property had not been carried out as promised. Failure to complete the repairs before closing the complaint is not in line with this Service’s dispute resolution principle of “putting it right”. This was a serious failing and caused the landlord to miss three opportunities to prevent the situation from escalating.

86. The landlord's complaint policy clearly states that any complaints that include claims for significant loss or damage to property should be handled by the landlord's insurer.
87. The landlord's complaint policy does state that it will not consider issues that occurred more than six months previously and were not raised at the time, or issues that had already been the subject of a formal complaint. However, this Service has not seen any evidence that demonstrates that this same directive also refers to claims for compensation being passed to the landlord's insurer. The landlord conflated the two processes. Ultimately it was for the insurer to state whether there was a statutory or other limitation period applying to the claim for damages.
88. The landlord failed to provide the resident with details of how to make a claim on its insurance and consequently failed to fairly address the resident's request for compensation and act reasonably and in accordance with its own policy.
89. The landlord also failed to advise the resident on 3 June 2021, when responding to her request for further information regarding her tenancy, that she had the right under the Data Protection Act 2019 to make a Subject Access Request (SAR). The resident may contact the Information Commissioner's Office should she wish to complain about this matter.
90. The resident complained to the landlord about the mould in her property for the fourth time on 16 December 2019. The landlord did not provide a stage one response until 29 April 2021, more than 71 weeks later. This far exceeds the timeframe of five to ten days provided in the landlord's complaint policy and is reflective of the extended delay in dealing with the substantive damp and mould issues.
91. The landlord also failed to keep the resident regularly updated in line with the Ombudsman's Complaint Handling Code. On 31 March 2021 the resident contacted the landlord to advise that she had received no communication it for almost a month. By this time, her complaint had been ongoing for over a year. The resident should not have had to chase the landlord in order to receive an update on her complaint, and in doing so experienced more time and trouble to pursue her complaint than could reasonably be expected.
92. The landlord's final offer of £2,115 compensation was made on 18 June 2021 and comprised:
- a. £400 for time trouble and inconvenience
  - b. £150 for poor complaint handling
  - c. £1,422 for loss of full use of the bathroom and bedroom from 16 December 2019 to 3 March 2021



- d. £143 as a contribution towards the cost of replacing the bedroom carpet.
93. The Ombudsman does not consider that £150 compensation provides reasonable redress for the landlord's unreasonably delay in responding to the resident's complaint. This Service considers it reasonable that the landlord pays the resident £5 for each week that the landlord delayed in providing a stage one complaint response outside of its own ten working day timeframe. This amounts to £345.
94. The landlord's calculations were in line with its compensation guidance which states that a rent reduction of up to 50% may be offered if more than one room is affected. However, this Service considers that offering the resident 20% of her rent was unreasonably low considering that her bathroom, living room, two bedrooms, and hallway were impacted by the mould and she experienced a great deal of distress as a result.
95. The Ombudsman therefore considers that the landlord should pay the resident compensation for the loss of full enjoyment of the rooms in the property. Compensation has therefore been ordered in the amount of 50% of the weekly rental amount for the 63 week period from 16 December 2019 to 3 March 2021, this totals £3,596. A further £930 has been ordered to provide redress for the 186-week period from 28 May 2016 to 16 December 2019 during which time the resident had been regularly reporting damp and mould in the property.

### **Determination (decision)**

96. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was:
- a. Severe maladministration in relation to the landlord's response to the resident's reports of damp and mould in the property.
  - b. Severe maladministration in relation to the landlord's handling of the resident's complaint including their request for compensation for items damaged by mould.

### **Reasons**

97. The landlord delayed unreasonably in carrying out an inspection of the damp and mould at the resident's property. It failed to follow the guidance of its own staff to ensure that the roof and gutters were thoroughly inspected to prevent recurrence of the damp and mould issue. The time taken by the landlord to resolve the damp and mould was unreasonable and caused the resident unnecessary distress.
98. The landlord failed to follow its own procedures when it prematurely closed the resident's 2016 and 2018 complaint. It also neglected to follow its own policy in

relation to the resident's request for compensation for damaged personal items and injury to the health of herself and her son. It delayed unreasonably in responding to the resident's complaint, further compounding her distress. Finally, the landlord failed to offer the resident an amount of compensation that proportionately addressed the impact that living in a damp and mouldy property had on her wellbeing.

## Orders

99. A senior level manager within the landlord to apologise to the resident in person.
100. The landlord to pay the resident compensation of £5,671 comprising:
- a. £500 for failing to put things right following the resident's 2016 and 2018 complaints.
  - b. £345 for poor complaint handling in 2021.
  - c. £300 for failure to act in line with its own policy regarding directing the resident's claim for damages to its insurer.
  - d. £930 in recognition of resident's loss of full enjoyment of the property from 2016 to 2019.
  - e. £3,596 in recognition of resident's loss of full enjoyment of the property from 2019 to 2021.
  - f. This amount replaces the landlord's previous offer of £2,115. If the landlord has already paid the resident this amount, this should be deducted from the amount ordered and the landlord should pay the resident the remaining £3,556. The landlord should provide evidence of compliance with the above to this Service within four weeks of this report.
101. The landlord to provide the resident with its insurance details to enable her to make a claim for damages should she wish to do so.
102. The landlord to review its procedure for complaints where the resident makes a request for compensation for damage to personal belongings or injury to health to ensure handling of such cases is in line with its own policies.
103. If it has not done so within the last six months, the landlord to review its staff training materials and conduct staff training ensuring that all relevant staff are aware of the importance of not closing a complaint until the substantive issue has been resolved and the resident has been advised of the closure.
104. The landlord should confirm compliance with the above orders within four weeks of the date of this report.

**Recommendations**

105. The landlord to consider developing a specific damp and mould strategy in line with the recommendations in the Ombudsman's spotlight report on damp and mould. The landlord must provide this Service with confirmation of its intentions regarding this recommendation within four weeks of the date of this report.