

Housing

Ombudsman Service

REPORT

COMPLAINT 202107780

Abri Group Limited

25 May 2023

Our approach

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

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

The complaint

1. The complaint is about:
 - a. The landlord's handling of repairs to windows at the property.
 - b. The Ombudsman has also considered the landlord's complaint handling.

Background and summary of events

2. The resident occupied the property, a one bedrooled, third floor flat from June 2017 until September 2022 on an assured shorthold tenancy. The property was newly built when first occupied by the resident.
3. The resident emailed the landlord on 19 December 2017, to report a problem with the lounge windows not shutting properly. The landlord says the builder attended the property on 19 January 2018 to carry out a repair. On 30 January 2018, the resident contacted the landlord again, and the landlord emailed the builder. It reported the resident's concern that the living room window would not shut properly and caused a draught, and if it was forced shut, the handle might break. The landlord told the resident the Customer Care Team would arrange a time to get it resolved.
4. There is no evidence of the resident chasing the repair, until 16 March 2019. The landlord sent a response to the resident on 19 March 2019 acknowledging being contacted about issues at the property. It said it had arranged for the builder to carry out a repair to the window, as it was draughty and opening in high winds, by 26 March 2019. There is no evidence the repair was done in March; instead, a repair was carried out on 10 September 2019, by a glass company on behalf of the builder.

5. On 14 November 2019, the resident advised the landlord by email that the window frame had been changed and it could shut properly the day it was fixed but weeks after it was not shutting properly anymore. She said the living room was too cold to stay in due to the weather. The landlord says it called the resident on 18 November, to follow up on the report and that it left voicemails on 19 and 20 November 2019.
6. Lockdown restrictions due to the Covid-19 pandemic were in force from March 2020 for a few months, and the issue remained outstanding. The resident chased the landlord for an update on the repair, on 11 June 2020. The landlord states it wrote to the resident on 15 June 2020 to explain appointments were being rescheduled post Covid-19; however, a copy of this letter has not been provided.
7. On 6 October 2020, the resident again told the landlord by email that the issue was unresolved, she had been told the electric bill would be refunded and a contractor had said the windows needed replacing. She said in the summer, flies got in, and in the winter it was cold and she had to put a paper towel on the window.
8. On 12 October 2020, the landlord emailed the builder. It said:
 - a. On 6 June 2020 the resident had advised that the issues with the windows had yet to be attended.
 - b. As Covid-19 restrictions applied, no further action was taken, and the email was not referred onto the Customer Care Team for its attention.
 - c. The resident had then contacted the landlord again saying the property was getting colder and the windows had not been attended.
 - d. It said the resident was using paper towel to shield herself from the cold draft coming in.
 - e. The resident also confirmed that a technician had in the past attended to the windows and confirmed they would need to be replaced.
9. The landlord also said "I understand that you are still trying to source a new window contractor. Please can you add this property onto the list so the windows are attended once the new contractor has been sourced."
10. The same day, the landlord emailed the resident and said the developer had confirmed that as the property had been out of defects since May 2019, and the windows were attended twice, it would not be attending again to look at the issue. However, "a job has already been raised for our Technical Services Team to attend. Please note that due to workloads, they will have until 4th January 2021 to attend, however we will request for the windows to be attended earlier, if possible."

11. The landlord emailed the resident again on 27 October 2020, to advise her about an engineer visit on 10 November 2020, to inspect and measure the windows. The resident responded by saying someone had already looked at the window, and questioned why it would not be coming to fix it (rather than look at it again). The landlord states that an inspection visit was arranged for 19 November 2020 but the resident did not answer the door, so it was rescheduled for 24 November 2020, although no evidence of that has been provided.
12. The resident chased the landlord for an update on the repair on 6 January 2021, and it responded the following day and apologised for the time things were taking. The resident was told her complaint had been passed to the Developments Team in order to respond within ten working days.
13. The resident emailed the landlord on 4 February 2021 chasing the repair and complaining the property was cold and she had to use a heater. The landlord sent an email to the resident on 5 February 2021, apologising for the delay and said, "Regarding the windows themselves, the Service Manager, who I have liaised with on this issue, has acknowledged that the windows are defective and that they require replacement. We are currently in negotiation with the contractor that installed them regarding replacement. However, I agree that this should not have taken as long as it has." It could not though, say when the replacement would take place.
14. An email was sent from the resident to the landlord on the same day, 5 February 2021. It made reference to an offer of £100 compensation, although it is not known when this offer was made. The resident said that, "I can confirm on 10 Nov, measurements of these two lounge windows were taken. The man said as soon as they are manufactured, I will be contacted to arrange a suitable date to mount them in my living room. Please this complaint was first logged in December 2017 meaning I have experienced four episodes of winter in agony. I live on the topmost floor and you will agree the cold draft of air coming through would be something else. This also means that I have incurred electric bills due to extra heating just to keep warm. If you can remember the winter "Beast from the east" was particularly cold. As a result of this, £100 compensation is very little and I won't be accepting this."
15. In an internal email of 9 February 2021, the landlord stated that the resident wanted a date for when the windows would be replaced, and acknowledged it would need to consider a large compensation payment to cover heating costs over three winters.
16. On 10 March 2021, the landlord emailed the resident and offered £650 to cover the cost of additional heating, and £100 for the inconvenience suffered. The same day, the resident sent the landlord a breakdown of her energy bills.

17. In an email of 27 April 2021, the resident told the landlord that a visit that was due to take place on 27/28 April had been cancelled and she would like a call back to discuss the matter, the following day.
18. On 29 April 2021, the landlord emailed the resident to ask if the windows had been repaired the day before. The resident responded on 4 May that the contractor was sick and did not show up. She said that she was disappointed that the windows had “not been fixed for four years”, and asked for an update. There is no evidence the landlord responded.
19. The resident chased the landlord on 1 July 2021; her email said, “Please I tried calling you now but it went to voicemail. My living room windows haven't been fixed yet. The appointment was cancelled just the same way it has been in previous cases. This complaint has lingered for 4 years with no resolution...”
20. On 5 July 2021 the Ombudsman emailed the landlord and asked it to respond to the resident’s complaint. The landlord emailed the resident on 12 July 2021 and said that an appointment had been booked for 16 July 2021 to measure and inspect the windows. The landlord says this took place that day and the repair then took place on 23 July 2021.
21. The resident chased the landlord by email on 31 August 2021. She said that one of the windows had been fixed but the second had not as the contractor had arrived with a window of the wrong size. The resident said that the contractor told her she would be contacted with a new appointment, but she had not received a date.
22. On 5 October 2021, the landlord emailed the resident a response to her complaint; although there is also a copy of this letter dated 7 October 2021. It said the window replacements had taken place now but acknowledged delays. It offered £100 as a gesture of goodwill which was rejected by the resident the same day. The landlord has since said this was meant to be in addition to the amount already offered.
23. An internal email between landlord staff on 25 November 2021 stated the resident had said that both her windows had been replaced and the job was completed. However, she still felt there was a health hazard as there was a draught and she still felt very cold.
24. On the same day, 25 November 2021, the landlord sent a letter to the resident addressing the complaint, in which it said it:
 - a. Was sorry for the delays caused as well as inconvenience.

- b. Acknowledged windows had been replaced but had been told there was still a draught.
 - c. Would arrange a post inspection of the works, and if any further work was needed, it would arrange for that to be done.
 - d. Would focus on the importance of communication.
 - e. Offered the following compensation:
 - i. £650 towards heating costs.
 - ii. £150 for inconvenience.
 - iii. £100 for complaint handling failures.
 - iv. £250 as recompense for the repair - a total of £1,150
25. The resident rejected the offer, on 11 December 2021, saying:
- a. It was a safety issue and the landlord had not put her safety concerns first and foremost in their work process. The complaint was logged in Dec 2017 and lasted many years and was yet to be resolved.
 - b. She paid more than £700 rent per month for four years equating to more than £33,600 and was unhappy at being offered £1,150 compensation for four winters and it being ongoing.
 - c. There had been a communication breakdown.
 - d. The property was still cold and had air coming in. The window did not shut, so she had continuing heating costs.
 - e. She had to reach out to the Ombudsman before her case was taken seriously.
26. On 13 December 2021, the landlord confirmed by email that the complaint had gone to stage two of its complaints procedure. It said that the complaint would be reviewed by a member of senior management as it was unable to offer stage two panels due to “the lack of availability of our panel”.
27. An internal email was sent by the landlord on 7 February 2022, confirming an inspection had taken place on 4 February 2022. The email stated the recommendation was, “The entire unit as is, is wholly inadequate to the task due in varying degrees to poor manufacturing tolerances \ poor build tolerances with respect to the receiving aperture, poor design with respect to the number and position of locking handles. The only practical way forward is to replace the entire assembly.” It also said the issue would have been obvious in the 12 month defect period following hand-over of the project.
28. Internal emails between landlord staff between 8 and 11 February 2022 stated that:

- a. The builder had told the landlord that it could no longer make a warranty claim, so the landlord needed to decide whether it would pay for the issue to be fixed.
 - b. A surveyor had visited the property and found that “the window/s in the flat and rest of the building are very flimsy and seemed to have warped, hence they do not fully close”.
 - c. The snagging list end of defects report for the property confirmed “that the windows were raised at this point”.
 - d. The builder/developer attended the property in October 2020 and the latest information on its system, from 15 December 2021, suggested that the landlord was to replace the windows.
 - e. The landlord would arrange for a glass company to attend the property and provide a quote.
29. An internal landlord email sent on 8 February 2022 stated there was no developer warranty, structural warranty or manufacturer warranty that would cover the work at that point, as they had expired.
30. The landlord’s stage two complaint response was dated ‘February 2022’, although was evidently sent either on 10 or 20 March 2022. It said:
- a. The original complaint was sent 4 February 2021.
 - b. The complaint was escalated on 11 December 2021 because although compensation had been offered, the issue was ongoing, the resident had suffered five cold winters, there had been a lack of communication and the resident’s health had suffered.
 - c. It apologised for the experience the resident had had with the landlord and that she claimed increased heating costs as a result of the window issue. It also apologised for the time and energy the resident put in to dealing with the complaint.
 - d. It apologised for the delay in dealing with the complaint at stage two and said it was working to get the issue resolved.
 - e. Following a surveyor inspecting the property, the landlord was waiting for a quote from a glass company to replace the windows.
 - f. It accepted there was a serious delay in dealing with the complaint and getting the issue resolved. It acknowledged the issue was outstanding and there had been issues with its communication.
 - g. It acknowledged there were instances where appointments were made, but the resident was let down by various trades due to illness, appointments were cancelled with no warning, lateness of trades that eventually attended with the wrong sized fixtures, and assessments were

carried out for works to be completed but nothing came from them. The length of time between each communication and appointments should not have taken the length of time it did since raising the complaint in February 2021.

- h. It recognised there had been a lack of judgement in relation to considering the resident's wellbeing and how this had been affected by the issues over the past few cold winters. In addition, there had been financial burdens, as she had incurred additional heating costs.
 - i. Promises were made to inspect the works that were completed at the property in November 2021 which were not honoured.
 - j. It noted the resident was unhappy with a rent increase, but explained it followed the government's Rent Standard and a dispute with rent increases was outside its complaints process. The resident would need to make an appeal to the First Tier Tribunal.
 - k. The initial offer of £1,150 compensation was rejected due to the resident's priority being that the windows were fixed first.
 - l. It went on to revise that offer and said it would pay £1,800 made up of:
 - i. £850 towards heating costs incurred up to work being completed.
 - ii. £225 gesture of goodwill for inconvenience caused.
 - iii. £150 for the delay in complaint handling.
 - iv. £400 for the delay in resolving the issues.
 - v. £175 as an apology on behalf of the landlord.
31. An internal email sent by the landlord on 25 July 2022, referred to the resident having called again, and the stage two complaint being closed. The email said, "Resident called in to chase up repairs to window that was last attended on 8/4/22", and "the window was to (sic) large and due to balustrades it was out of their specialty and passed back to [the landlord] to find a solution. Resident is frustrated as this has been on going since 2017." A separate internal email of the same date noted the resident had not accepted redress offered to date, as she wanted the windows repaired first.
32. On 26 July 2022 the landlord records the resident chasing an update and she was told the area surveyor was considering the case and it would update the resident once it heard something further.
33. On 10 August 2022 the landlord records the resident chased it again for an update. It noted the resident was frustrated and the complaint was at stage two.

34. There is an internal note created by the landlord on 24 August 2022, which says, "Very concern (sic) that I cannot see any updates on crm regarding [resident] and the window situation."
35. A further internal note created by the landlord on 31 August 2022, referred to the resident chasing it once again and being unhappy the issue was unresolved.
36. Further internal emails between landlord staff, show updates were being sought as to how the resident's complaint was being dealt with, and on 5 September, concern was expressed about how the stage two complaint was being dealt with. The same day, the landlord sent an internal email saying it had asked the glass company to treat the work as a priority.
37. On 7 September 2022 a purchase order for a glass company to measure and inspect for a new lounge window, was created. The landlord emailed the resident on 15 September, as the surveyor and glass company had apparently tried calling her, but had been unable to reach her. The email sought clarity of the resident's telephone number.
38. On 23 September 2022, the resident asked for a copy of her stage two complaint, and the landlord sent it the same day.
39. On 24 October 2022, after the resident moved from the property, an inspection of the windows was done, and the windows were serviced and adjusted. The landlord says no further issues with the windows have been reported.

Assessment and findings

40. Under section 11 of the Landlord and Tenant Act 1985, the landlord had a responsibility to keep in repair the structure and exterior of the property.
41. Section 3 of the Tenancy Agreement said, in respect of repairs and maintenance, that the landlord was responsible for, amongst other things, window frames. It also said it would complete repairs in a reasonable time and when the resident reported a repair, it would tell them when it would aim to complete it (depending on the urgency of the repair).
42. The National House Building Council (NHBC) states a warranty period for a new build property, is usually two years from the start date of the policy shown on the policy certificate. During this period, the builder is responsible for rectifying problems arising from the builder's failure to meet NHBC Technical Requirements.

43. The Ombudsman's Complaint Handling Code, says the landlord must respond to stage 1 complaints within 10 working days. If an extension beyond 20 working days is required, this should be agreed between the parties. A landlord must respond to the stage two complaint within 20 working days of the complaint being escalated. Exceptionally, a landlord may provide an explanation to the resident containing a clear timeframe for when the response will be received. This should not exceed a further 10 days without good reason. If an extension beyond 10 working days is required to enable the landlord to respond to the complaint fully, this should be agreed by both parties.
44. The landlord's 'How to make a complaint' guide, sets out its timescales for dealing with a complaint, that being:
- a. "Stage 1 - we aim to resolve to your complaint within 10 working days from the point we receive it.
 - b. Stage 2 - we aim to resolve to your complaint within 20 working days from the point we receive it."
45. The landlord's internal Customer Relations Procedure confirms the same.
46. The landlord's 'putting it right guidance' says the landlord should always consider redress and remediation. It says it can consider a claim for consequential financial loss, where the resident has already incurred or will incur a loss as a consequence of what has happened. It has to be satisfied a loss has occurred and it is as a result of the landlord's actions.
47. The document gives guidance on dealing with claims for reimbursing a resident for energy bills. When calculating a reimbursement for electricity bills the landlord says it will use the difference in electricity unit used (kWh) and the £ per rate of kWh.
- a. For example: Bill for period of repair issue:
 - i. 10 April 2021 – 9 May 2021 = 637 kWh used (as shown on bill)
 - ii. 10 April 2021 – 9 May 2021 = £15.12p kWh rate (0.1512 pence as shown on bill)
 - b. Bill for comparison:
 - iii. 3 January 2021 – 9 April 2021 = 712 kWh (as shown on bill)
 - iv. 3 January 2021 – 9 April 2021 = £15.12 kWh rate (0.1512 pence as shown on bill)
 - c. Calculation:

v. $712 \text{ kwh} - 637 \text{ kwh} = 75 \text{ kwh}$ difference $75 \text{ kwh} \times \text{£}0.1512\text{p} = \text{£}11.34$
reimbursement to be paid Note:

d. It says it will not consider any standing charges on the bills.

48. The guidance also says the landlord will consider compensation awards for trouble and upset, making an apology and offering goodwill gestures and vouchers. It says if a gesture of goodwill payment is offered, the amount it pays depends upon whether the impact was low, medium or high. A low impact scenario would usually amount to a payment of up to £99.99. A medium impact scenario may warrant a payment of £100 - £199.99, and a high impact scenario could result in a payment of £200 - £500.
49. It also says that “payments for distress typically start between £50 and £100 at the lower end where we’ve caused some distress, but our actions may not typically be significant (below this and their value is almost redundant). Cases where our actions cause more significant distress and start to verge on potentially negligent may be seen around the £500 area or higher.”
50. The guidance explains that if a developer contractor misses an appointment with a customer and does not notify them in advance, the landlord will pay the customer £100 for each occasion missed.

The landlord’s handling of repairs to windows at the property

51. Having had the issue with the windows brought to its attention in December 2017, the landlord did initially report the matter to the builder and a visit was carried out. The outcome of the builder’s visit is not known, but correspondence after that indicates the resident was told the windows needed replacing. Having advised the landlord in January 2018 that there was still an issue, the resident was told the matter had been referred to the Customer Care Team. No evidence has been provided to indicate anything further was done until the resident chased the landlord in March 2019, despite the landlord referring the matter to the builder.
52. Having been advised there was still an issue at the property and having referred the repair to the Customer Care Team in January 2018, the landlord should, as per the tenancy agreement, have done more at this time to try to ensure the repair was completed in a reasonable time. It should not have been for the resident to have to chase an update; however, it is notable that it was over a year before the resident followed up with the landlord. Had the resident been unhappy with the time things were taking, it is reasonable to conclude that a complaint could have been made sooner.
53. The landlord says someone visited the property in June and August 2019 and it took that long due to Covid-19 lockdown restrictions; however, there is no

evidence of that, and in any event, the Covid-19 lockdown restrictions were not in force until the following year, from March 2020. Therefore, this information cannot be relied upon as being accurate. A repair was done though, on 10 September 2019; however, this was eight months after the resident re-raised an issue with the windows and was not therefore carried out within a reasonable period of time.

54. While it is understood the builder was responsible for remedial works within the first two years of the property being built, it would have been appropriate for the landlord, having had an issue at the property reported to it again in January 2018, to have liaised with the builder and resident, to ensure the repair was carried out promptly. As per its obligation under the Tenancy Agreement. Not doing so, was a significant failure in its obligations.
55. Things did not get any better after September 2019. The resident chased the landlord on at least 12 occasions from 2019 until September 2022, when she left the property, making it clear there were still issues with the windows. She explained that the living room was cold, and she had to use an additional heater, that water was getting in to the property and in the summer she had insects in the property. This problem went on for over four years, often with several months going by with very little happening, and it is acknowledged by both parties that this caused the resident a lot of frustration and inconvenience, and inevitably, additional cost to heat the property.
56. The landlord did take steps to try and get to the bottom of the problem with the windows; however, the evidence indicates it did not deal with the matter in a pro-active way. Occasionally the landlord did follow up with the resident on work carried out, such as on 29 April and 12 July 2021; but, on the whole, the landlord took action when chased or prompted by the resident.
57. In response to the complaint, the landlord acknowledged there was a lack of communication and delays from the start of the issue (December 2017) and it apologised on several occasions over the years. However, the evidence shows that there were continued periods of delay and the resident was inconvenienced many times having to chase the landlord or wait for contractors to visit the property and try and fix the problem, which does not seem to have been fully resolved until she left the property.
58. The landlord did not appropriately follow up the repair with the builder during the warranty period, when it knew there was an outstanding repair. It also did not seem to have sufficient oversight as to when the defects and warranty periods expired, as this was only fully considered on 8 February 2022, despite it being noted in October 2020. Having been told several times the repairs had not fixed the problem, it would have been appropriate for the landlord to have

taken steps to monitor the issue, in order to oversee that the repairs being carried out had resolved the problem.

59. Instead, the resident was left to chase for updates and continued to report ongoing issues with the windows. Although the landlord addressed the concerns as a complaint, there was a lack of consideration towards the resident's circumstances. She had reported living in difficult conditions, and incurring additional costs, but the landlord's actions demonstrate a lack of urgency to try and not only establish the issue, but to resolve it fully.
60. The extensive period of time that this issue went on for, without being fully resolved, is mitigated somewhat by the landlord taking steps, albeit not always promptly, to try and get the problem fixed. It also acknowledged its service failings when it addressed the complaint.
61. It is not in dispute that the service provided by the landlord has fallen short, but the resident does not feel that the compensation offered by the landlord, is sufficient redress. The final offer made by the landlord, was to pay the resident £1,800, made up of:
 - a. £850 towards heating costs incurred up to work being completed.
 - b. £225 gesture of goodwill for inconvenience caused.
 - c. £150 for the delay in complaint handling.
 - d. £400 for the delay in resolving the issues.
 - e. £175 as an apology on behalf of the landlord.
62. The landlord's complaint handling is considered later in this report, but in terms of the remedy proposed for the issues with the window repairs, while the landlord has sufficiently recognised the additional heating costs incurred by the resident, its proposed remedy does not go far enough in other ways.
63. The resident has commented on how she complied with her obligations to report matters promptly and said she has paid rent the whole time she lived at the property, and even incurred rent increases. She feels the landlord did not comply with its obligations to deal with the repair in a reasonable period of time.
64. The landlord, in its responses to the complaint, accepted its service fell short. While the Ombudsman has not considered the matter of rent rises, the resident's frustration is noted that she was paying for the property while the windows were defective for a significant period. The tenancy agreement allows for rent rises and makes it clear rent is payable. Therefore, while it is accepted there was an issue with the windows, there was still an obligation on the resident to pay rent. That said, it is clear that the resident's enjoyment of

the property has been affected by windows not being repaired for such a long time.

65. The landlord has guidance on putting right complaints, and that includes guidance on dealing with claims for reimbursing a resident for energy bills. However, its complaint response did not explain how it had calculated the compensation offered, in that respect. In order for the Ombudsman to be able to consider whether the offer made was reasonable, it asked the landlord to explain its calculation.
66. The landlord has said it did not receive bills from the resident, only a usage breakdown over that period in kWh. Therefore, it could not apply the calculation as set out in the 'Putting Things Right' guidance. Instead, it says the breakdown showed an increase in the use of electricity so it took "a more holistic approach to the guidance, assessing the impact of the increased bill payments, past and future, before suggesting a reasonable figure, taking into account the increased energy usage and representing a fair contribution towards any additional heating bills that may be accumulate (sic) up until the replacement has been fully completed"
67. The Ombudsman has reviewed the usage breakdown that the resident provided, and it shows from 2017 to 2021, a gradual increase in energy usage; peaking in 2020, before gradually reducing again. It is not possible to determine how much the resident paid, for her energy over that period, or what her usage was over and above what she would have paid, had the issue with the windows not occurred. As she said herself, there was very cold weather at times, so that would have probably led to increase usage in any event. With that said, the evidence does indicate the resident's energy bills gradually increased during the period she had issues with the windows at the property, and as the issues seemed to become more significant.
68. Without more specific information, the Ombudsman accepts the landlord was unable to carry out a specific calculation for compensation for energy costs. Therefore, it was reasonable in the circumstances, for it to make an offer of compensation, as a contribution towards the resident's energy costs. The resident had five winters at the property, with the issue not being fully resolved. A payment of £850 is a significant amount of compensation, in the Ombudsman's view, and it recognises the issue with the windows went on for a long time. Without more specific evidence to consider, the offer made towards the cost of the resident's energy bills was reasonable.
69. The landlord's guidance for putting right complaints, says it may pay compensation for trouble and upset and distress and these can vary from up to £100 for low impact scenarios, through to £500 or more in high impact scenarios or where there has been significant distress or potential negligence.

70. It does also say that if a developer contractor misses an appointment with a customer and does not notify them in advance, the landlord will pay the customer £100 for each occasion missed. The landlord, in its response to the complaint, acknowledged the resident had been let down with appointments. No compensation was offered to the resident in that respect but, no evidence has been provided of instances where no notification at all was given of appointments not going ahead. Therefore, this was not unreasonable. The landlord did offer compensation though in other ways.
71. Consideration has been given to a number of factors in this case. Firstly, for almost the entire time the resident occupied the property, from December 2017 until September 2022, there was an issue with the windows. Therefore, it is important to acknowledge the length of time this issue remained unresolved. This, along with the limited communication from the landlord throughout, its lack of understanding and proactivity to ensure the resident's wellbeing was considered and failing to fulfil promises to inspect the property, have contributed to the upset and frustration caused to the resident.
72. The evidence shows that over time, the resident became increasingly unhappy with the window repair not being completed, and that is reflected in a gradual increase in the amount of times she chased the landlord regarding updates and progress. While the landlord apologised to the resident for the delays and the problem with the windows, the issue remained fully unresolved for many years. Therefore, it is understandable that the apologies made carried very little weight with the resident.
73. It is right to recognise that the landlord did try and get the repair fixed. It was not a matter of the landlord doing nothing; but it was not as proactive as it should have been. The Ombudsman notes though, that it accepted responsibility for that in a number of ways, and while it offered compensation for the issues identified, it failed to attribute any compensation to the fact the issue remained unresolved, and the resident was continuing to suffer as a result.
74. Taking all that in to account, while the landlord's guidance indicates compensation is generally offered between £100 and £500, this Service is not bound by that. In this case, the landlord offered compensation of £225 for inconvenience, £400 for the delay resolving the issues and £175 by way of an apology. A total of £800.
75. The landlord had a responsibility to treat the resident fairly, to put issues right and learn from the outcomes. While it is noted the landlord said it had learned from the complaint made, the evidence does not support that. From the first time the resident expressed dissatisfaction in 2019, through to leaving the property in 2022, the landlord apologised for delays and the repair being

outstanding, but the landlord continued to not take a proactive approach to the repairs. It was left to the resident to have to chase the landlord throughout, resulting in the repair being unresolved after the internal complaints procedure had been exhausted. Therefore, the level of compensation should be increased to reflect that. As such, compensation of £1,000 is considered more reasonable to reflect inconvenience and delays dealing with the repair issue. This is in line with the Ombudsman’s remedies guidance.

76. In addition, the Ombudsman acknowledges that the resident paid between £700 and £819.99 a month for the period she lived in the property. The resident had the benefit of living in the property over that period, so rent was payable; but, for 58 months, she did not receive an appropriate service for which she was paying rent.
77. In deciding an appropriate level of redress in this complaint, this Service has considered the landlord’s failure to complete repairs at the property in line with relevant standards and obligations. This was a one bedroomed property and the lounge would therefore be a key room used at the property. There is no evidence the landlord gave adequate consideration as to whether the property was in fact fit for habitation. It is accepted the enjoyment of the room would have been affected by the windows not being repaired fully, both in the summer, and especially the winter months. The room was used, but there was certainly a loss of service, due to the resident being unable to close the windows. Taking this in to account, the Ombudsman has ordered the landlord to pay compensation based on 5% of the level of rent paid over the period the issues occurred; that being December 2017 to September 2022.
78. The total amount paid over that period in rent, was £44,322.22, as can be seen below; so, 5% amounts to a payment to the resident of £2,216.11.

Period rent paid	Amount per month £	Total paid over the period £
Dec 2017 – Mar 2018	700	2800
Apr 2018 – Mar 2018	730.80	8,769.60
Apr 2019 – Mar 2020	755.65	9,067.80
Apr 2020 – Mar 2021	776.05	9,312.60
Apr 2021 – Mar 2022	787.69	9,452.28
Apr 2022 – Sep 2022	819.99	4,919.94
Total		44,322.22

79. Overall, there were serious failings in the landlord’s handling of and communication about the repairs to the property. The cumulative failings

constitute severe maladministration, having caused significant distress and inconvenience, and time and trouble, over a protracted period.

The landlord's complaint handling.

80. The landlord treated the resident's correspondence from 4 February 2021, as a complaint, and it responded the following day. It said the Service Manager had "acknowledged that the windows are defective and that they require replacement. We are currently in negotiation with the contractor that installed them regarding replacement. However, I agree that this should not have taken as long as it has."
81. The evidence shows the resident had said she was dissatisfied with the repair not being carried out, earlier than February 2021. She mentioned it in March 2019 and October 2020; therefore, it would have been appropriate for the landlord to have treated her concerns, which were a clear expression of dissatisfaction, as a complaint sooner than it did.
82. In February 2021, the resident rejected an offer of £100 to resolve the complaint. She made it clear how much the issue was affecting her, including that she had spent "four episodes of winter in agony". On 10 March, the resident sent the landlord a breakdown of her energy bills. The landlord offered to pay £650 to cover the cost of additional heating and pay £100 compensation for inconvenience. This was not accepted.
83. A job was scheduled for 27/28 April, but that did not take place as the contractor was ill. Although the landlord followed up with the resident to ask whether the work had been done, no evidence has been provided to show the resident was advised when it would be rescheduled. This is an example of the landlord not being proactive in its communication, with the resident.
84. Further time passed, and the evidence shows that the resident had to chase the landlord again for an update on the repair, on 1 July 2021. She clearly remained unhappy, as she said, "My living room windows haven't been fixed yet. The appointment was cancelled just the same way it has been in previous cases. This complaint has lingered for 4 years with no resolution...." It wasn't until 12 July that the landlord emailed the resident to confirm an appointment had been booked for 16 July and the repair was then done on 23 July 2021.
85. Although a repair was carried out, an email the resident sent to the landlord on 31 August, stated the repair was unfinished. She explained "The first window was fixed but the second one has not been fixed yet. The contractor came with a window which had the wrong measurement. He said I will be contacted with a new appointment date. I haven't received any date."

86. It is clear the landlord tried at points to get the repair dealt with; however, it could have done more to escalate the complaint, to monitor progress of the repair and importantly, to update the resident. It was apparent by 4 May 2021, when the resident told the landlord the repair in April had not been done, that the issue was still outstanding, and she had not accepted the offer made to resolve matters. Therefore, the resident's complaint was unresolved. As such, it would have been appropriate for the landlord to have acknowledged this, and considered escalating the complaint at that point. It certainly would have been reasonable to update the resident when the job was rescheduled, instead of leaving it for the resident to have to follow this up.
87. The landlord issued its stage one response on 5 October 2021, some eight months after it recorded the complaint being made in February 2021, and some 2.5 years after the resident first expressed dissatisfaction, in March 2019. This is a clear failure in its complaint handling obligations, when a stage one response should be sent within ten working days.
88. In the landlord's response, it said the window replacements had taken place, but it acknowledged delays. It offered £100 as gesture of goodwill which was rejected by the resident the same day. However, the landlord's letter contained an error, as it has since said this was meant to be £100 in addition to the amount already offered. The landlord explained that if the complaint was not resolved, it could be considered at stage two where a review may be carried out by a senior colleague or a panel of customer peers. The landlord confirmed the resident did not accept the offer made. Therefore, it would have been appropriate for the complaint to have been progressed to stage two, as per its process.
89. The landlord says the resident called on 8 October 2021, to discuss the complaint and said the window repair was not complete. This was something the landlord was aware of since 31 August, so should have reasonably already taken action on. However, the evidence shows it was not until 25 November 2021, that it recorded that although windows had been replaced, there was still a "health hazard" and draught, and the resident was cold.
90. It was on the same day, 25 November 2021, that the landlord then sent an additional response to the complaint and the letter was sent from the same person that had addressed the complaint at stage one. It was inappropriate that this was not dealt with as a stage two complaint. As per paragraph 5.12 of the Complaints Handling Code, the response should not have been issued by the same person that dealt with the complaint at stage one.
91. In its response, the landlord made a further offer to resolve the complaint. The letter concluded by again saying, if the resident was unhappy with the outcome of the complaint, to let it know and it would be escalated to stage two

where a review may be carried out by a senior colleague or panel of customer peers.

92. The resident had made it clear in October 2021 that she did not accept the stage one response to resolve her complaint. The resident did not accept the revised offer put forward on 25 November and explained her reasons for this, but the complaint only moved to stage two on 13 December 2021.
93. An inspection took place on 4 February 2022 and found the landlord needed to “replace the entire assembly.” The landlord then sent a response to the complaint under stage two. The letter was dated ‘February 2022’; however, having reviewed the evidence, it seems the letter was sent on either 10 March or 20 March. So, this was evidently an oversight on the landlord’s part.
94. The landlord, in its response, issued an apology and recognised the issue had been ongoing over several years. It also recognised that additional heating costs had been incurred and the resident’s wellbeing had been affected. It apologised for taking longer than 20 days to respond, and it upheld the complaint. The landlord made an overall offer of £1,800 to resolve the complaint, which was rejected by the resident.
95. In terms of delays in the complaint handling, the landlord offered to pay the resident £150 compensation. The landlord in its responses to the complaint, did address the issues raised, apologised and made offers to try and put things right. All of which are positive actions. However, the landlord failed to deal with the resident’s concerns pre-February 2021 as a complaint, when she was clearly dissatisfied with the repair being outstanding. It then did not escalate the complaint to stage two when it should have, or ensure someone different provided the response.
96. There were therefore delays dealing with the complaint, but the landlord’s service fell short in more ways than that. Therefore, the £150 compensation offered, does not sufficiently remedy the poor service identified. There was no serious detriment caused to the resident, but there were lengthy delays in complaint handling, over a substantial period of time and the correct process was not followed, which caused additional inconvenience and time and trouble. Therefore, to acknowledge the impact of that on the resident, an order has been made to increase the compensation from £150 to £400.

Determination (decision)

97. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in respect of the landlord’s handling of repairs to windows at the property.

98. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in relation to the landlord's complaint handling.

Reasons

99. The landlord failed to fully resolve the issue with the windows for nearly five years.
100. The resident had to chase the landlord on many occasions for updates or to escalate their concerns.
101. The landlord did not deal with the complaint in accordance with its 'How to make a complaint' guide, or this Service's Complaints Handling Code and the resident was caused additional inconvenience, time and trouble.

Orders and recommendations

Orders

102. Within the next four weeks the landlord should:
- a. Apologise to the resident for the failings identified in this report.
 - b. Pay the resident compensation of £4,466.11, broken down as follows:
 - i. £850 compensation towards heating costs.
 - ii. £2,216.11 compensation to recognise a loss of amenity.
 - iii. £1,000 compensation for distress and inconvenience as a result of delays and poor communication dealing with the repair of the windows.
 - iv. £400 compensation for inconvenience, time and trouble caused by poor complaint handling.
 - v. The £1,800 previously offered by the landlord should be deducted from the above, if already paid.
103. Within the next four weeks, considering the failings in this case, the landlord should review its approach to:
- a. Ensuring repairs are actively monitored until fully resolved.
 - b. Keeping residents updated during ongoing works.
 - c. The time taken to respond to complaints.
104. The landlord should share the outcome of the above review with this Service, also within four weeks. This review should as a minimum include:
- a. Any planned changes to its approach, including any staff training, which will reduce the likelihood of similar failings happening again.

- b. Any changes already made in its approach, including any staff training which has taken place, which will reduce (or has reduced) the likelihood of similar failings happening again.

Recommendations

- 105. The landlord to provide training to relevant staff in relation to the Ombudsman's complaint handling code, in order to recognise when a complaint is being made and the timescales it should be adhering to, when responding.