

Housing

Ombudsman Service

REPORT

COMPLAINT 202215475

Onward Homes Limited

8 June 2023

Our approach

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

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

The complaint

1. The complaint is about the landlord's handling of the resident's reports that her heating was turning itself on and could not be switched off.

Background

2. The resident is a secure tenant of the landlord. The property is a flat in a block of similar properties. The block has a communal heating system and each flat has a thermostat. The resident has a progressive neurological condition which affects her speech and movement, which the landlord was aware of.
3. On 17 May 2022, the resident made two reports that her heating had turned itself on and she could not turn it off. The landlord's contractor attended twice and recorded that there were no batteries in the thermostat and that the resident was not using the thermostat correctly, both of which the resident disputes. On 18 May 2022 the resident reported that her heating was on full and she could not turn it off. The landlord raised an emergency job to be attended within four hours. However, it was raised to the wrong contractor and nobody attended. Later that evening the heating switched itself off. The landlord has stated that the correct contractor attendance occurred on 19 May 2022, although the Ombudsman has not seen evidence of this record.
4. On 23 May 2022, the resident reported the same problem and the landlord raised an emergency job. The contractor recorded this visit as "no access" and its notes say "A controls company was in the plant room replacing parts and said this would be the issue." The resident says nobody came to her property. The heating was still on full the following day and the resident says the heat was making her feel unwell and she was physically sick. She reported it to the landlord twice and it raised two emergency jobs. However, both were issued to the wrong contractor

and nobody attended. The resident says that nobody attended until 26 May 2022 when an operative applied a “temporary fix” to resolve the problem.

5. There were no further reports until 24 June 2022, when the resident reported again that the heating was on full and would not switch off. The landlord raised an emergency job. However, again, it was raised to the wrong contractor and nobody attended. The resident has told this Service she had “fell asleep in the living room, given [she] couldn’t get to bed with how hot it was. [She] was struggling to move”. The heating turned itself down in the early hours of the following morning, so when an operative attended on 25 June 2022 the heating was off. The resident says that the operative said he had not seen this kind of thermostat before and would need to download a manual but did not know how to. No repairs were carried out.
6. The heating remained switched off until 28 June 2022 when the resident reported that the heating had come on and would not switch off. The landlord raised an emergency job. However, again it was raised to the wrong contractor and nobody attended. The resident has told this Service that the flat was “horrendously hot” and the door handles were hot to touch. As nobody had attended by the evening she asked an operative who was repairing a neighbour’s radiator to help. The resident says he used tools to remove the box from the wall and manually reset the thermostat. The landlord has stated that the correct contractor attendance occurred on 28 June 2022, although the Ombudsman has not seen evidence of this record.
7. There were no further reports until 29 July 2022 when the resident reported the same issue. An emergency repair was raised but was again issued to the wrong contractor and nobody attended. The resident called again the next day and emergency repair was again raised to the wrong contractor, which again nobody attended. The resident’s son contacted the landlord’s out of hours service on 30 July 2022 to make a formal complaint on behalf of his mother, as he said he had found her collapsed from the heat in the flat, in temperatures so hot the radiator valve cover had melted. The landlord left a voicemail for the resident on 1 August 2022 asking her to call if the issue had not been resolved, and noted on the landlord’s records that her son did not have authority to discuss her tenancy.
8. Although no formal complaint was raised at that time, the resident’s son later confirmed that the resident received a written apology from the landlord and reassurance that there would be staff training to ensure it wouldn’t happen again. This Service has not been provided with a copy of this letter.
9. The landlord has confirmed that on 8 August 2022 it offered the resident a £50 goodwill gesture due to the repair being issued to the wrong contractor. There was also references to £60 goodwill gesture though the landlord was unable to provide records of this being offered. The landlord raised a job that day, however,

this was again raised to the wrong contractor and nobody attended. The resident chased this matter on 11 August 2022 in which a further order was raised and attended on the same day. The landlord has stated that the appointment was agreed for 11 August 2022. The resident says she had advised the landlord that the heating issue had not been resolved and that she was worried the problem could return. The melted radiator valve cover was replaced on 11 August, but the operative told the resident the job had only been raised to replace the valve cover and not to address the issue with the heating.

10. On 16 August 2022 the resident reported the heating issue again. The landlord says the contractor attended on the 17 August 2022 and the resident asked them to return another day. The resident disputes this. On 19 August she reported it again. The job was raised to the wrong contractor. However, the landlord says that a contractor did attend but recorded the job as no access as they could not access the boiler room. There is no record of them visiting the resident's property.
11. On 21 August 2022 the resident's son asked to make another formal complaint saying that the heating would not turn off and he had found his mother collapsed again. An operative arrived to switch off the heating but no repair was carried out. The resident says that the operative told her the thermostat was faulty. The landlord has confirmed to this Service that no formal complaint was raised as the resident's son had no authority to discuss her tenancy.
12. On 14 September 2022 the resident emailed the landlord to decline the £50 good will gesture it had offered previously and the landlord raised an emergency repair as the issue had not been resolved. However, nobody attended.
13. On 15 September 2022 the resident requested that her complaint be "passed over". She said during one collapse she had had burnt her knee on the radiator and injured her back and hip, and that her doctor had referred her to a physiotherapist. The landlord advised her that it would only offer compensation via its complaints process for service failure not personal injury.
14. The resident's son also emailed the landlord on 17 September 2022 to confirm that he had now found his mother collapsed from the heat in the flat twice and that the second collapse happened "despite a written apology from [the landlord] and the express mention of staff training to ensure it wouldn't happen again.". He said that he believed that his mother would have likely died had he not found her when he did. The landlord's contractor recorded no access appointments on the 15, 16 and 20 September 2022. The resident disputes this and says nobody attended.
15. The landlord has informed this Service that it had tried to engage in its early resolution process following the resident's email on 14 September 2022, but that

due to the complexities of the complaint a formal stage one complaint was raised on 20 September 2022.

16. On 22 September 2022 the resident reported that she could not switch the heating off again. However, nobody attended. The following day the resident says her son found her collapsed again and contacted the landlord. Although the contractor's records say it replaced the thermostat on 26 September 2022, the landlord and resident both confirm that the thermostat was replaced on 23 September 2022.
17. In its stage one complaint response on 4 October 2022, the landlord listed its record of all the repair jobs that had been raised, and the actions taken in response. The list contained eight occasions where it had recorded that nobody attended due to the job being allocated to the wrong contractor, and one where the job was allocated to the wrong contractor but the contractor had attended the boiler room.
18. It acknowledged and apologised that the resident had had to chase it when repairs had not been attended and offered a £100 good will gesture. It also apologised that it had not attended in line with its service level for two appointments and offered £50 as an apology for those. It said it would share the details of its investigation with the contractor and compliance team to highlight the service failure and what could be done to learn from this complaint. It said it could replace the 'portable' thermostat with a hardwired version. It said it was unable to consider the personal injury element of the complaint and signposted the resident to its legal team, if she wanted to make a personal injury claim.
19. The resident escalated the complaint on 17 October 2022, as she disagreed with some of the details in the landlord's record of reports and did not feel the £150 it had offered was enough.
20. In its stage two complaints response the landlord said the information in its stage one response had been correct, but acknowledged that it had failed to act in a reasonable way to resolve the thermostat issue. It acknowledged and apologised that it had allocated several repair requests to the wrong contractor, and failed to understand whether there was a wider issue with the heating system. It said it had asked the contractor to carry out a full inspection of the system and would carry out any works identified. If none were required, it would arrange for an officer to visit to assess the functionality of the thermostat and discuss whether there might be a more preferable thermostat option available.
21. It said it had held a learning meeting with the teams involved in the complaint, and in the events leading up to it and had identified several learnings from the case to prevent it happening again in future. It said it would not be increasing the £150 compensation as it was in line with its remedies and financial redress

guidance for repairs appointed to the wrong contractors and the appointments attended outside of SLA.

22. The resident contacted this Service as she was unhappy with the landlord's response and the level of compensation. She also provided this Service with further information about her recollection of events.
23. In January 2023 the landlord advised this Service that there had been no further issues with the thermostat since September 2022. It also confirmed that it had conducted a training workshop to help its contact centre staff identify which properties were covered by its main heating contractor and which were covered by a second contractor. It had worked with the relevant contractor to implement a process whereby if a job was wrongly allocated to it, it would generate an error ticket to the landlord, so that it could reallocate it to the correct contractor, and provide feedback to the staff member who had wrongly allocated it.

Assessment and findings

24. The resident has made references to her health being affected by the landlord's failure to attend arranged appointments and the delay in resolving the issue. The Ombudsman does not doubt the resident's comments about her health nor that this must have been distressing for her. However, it is outside the Ombudsman's role to draw conclusions on the causation of, or liability for, impacts on health and wellbeing. This is because we do not have the expertise to establish a direct link between the landlord's actions and/or inaction and the resident's health. This would be more appropriately dealt with as a personal injury claim through the courts or the landlord's liability insurer. Although we cannot consider the effect on the resident's health, consideration has been given to any distress and inconvenience the resident experienced as a result of any failures by the landlord.
25. The landlord's website confirms that it has three categories of repairs: emergency repairs which are repairs that have an immediate or potential health and safety risk that it considers to be a risk to the health and safety, which it will respond to within 4 hours. Urgent repairs which it will respond to within 5 working days and routine repairs, which it will respond to within 20 working days.
26. When the resident first reported that she was experiencing problems with her heating, the landlord took appropriate steps to arrange for a contractor to attend that day and to return when the problem appeared to be persisting.
27. However, from 18 May 2021 onwards although the landlord appropriately categorised the repairs as emergency repairs, the repairs were repeatedly allocated to the wrong contractor and not attended. In total there were at least

eight occasions where the landlord allocated the job to the wrong contractor and nobody attended.

28. Given the repeated nature of the reports made, it would have been appropriate for the landlord to have investigated why the issues reported kept happening, particularly as the landlord was aware that the resident was vulnerable and that the issue was occurring during the summer months when outside temperatures were already high. However, the landlord failed to do so.
29. An emergency repair was raised on 22 September 2022 and the thermostat replaced on the 23 September 2022. No reason was provided as to why no one attended until the following day.
30. The number of times emergency appointments were raised and then not attended, that the landlord failed to investigate the reasons for this and that the issue was not resolved for over four months, despite the landlord being aware that the resident, who was known to be vulnerable, had been reported by her son as having been found collapsed on at least two occasions, were significant failures by the landlord.
31. The landlord's complaints policy confirms that it has a two stage complaints process but that it also has an informal early resolution stage. It says that it aims to resolve complaints informally at the first point of contact but if the resident is dissatisfied or it has not been able to resolve the complaint informally within one working day it will automatically initiate stage one of its complaints process.
32. Due to data protection regulations (GDPR) it was reasonable that the landlord did not discuss the resident's tenancy with her son until authorisation was received. However, as the landlord contacted the resident following each contact by the son, and as the concerns raised were of a serious nature, it would have been appropriate, during its conversations with the resident to have discussed raising a formal complaint. Which there is no evidence it did.
33. As it was clear that the resident was still dissatisfied when her son contacted the landlord on 21 August 2022, when the landlord spoke to the resident a stage one complaint should have been opened. This did not happen and the landlord has informed this Service that it had tried to resolve the complaint via its early resolution stage following the resident's email of 14 September 2022 in which she declined its £50 goodwill gesture. As the landlord failed to open a stage one complaint in line with its complaints policy, no formal complaint was raised until 20 September 2022.
34. Whilst there were delays in the landlord logging the complaint, in its complaint responses the landlord appropriately acknowledged that it had failed to attend emergency jobs on a number of occasions and took appropriate steps to signpost

the resident to its insurer, if she wished to make a personal injury claim. The landlord has also taken appropriate steps to investigate why the emergency jobs were not attended, provided training workshops to its contact centre staff and also worked with its contractor to reduce the risk of this happening again.

35. It would also have been appropriate for the landlord to have acknowledged the impact on the resident, the distress and inconvenience caused, in its complaint responses and to have acknowledged that the resident's vulnerability, which affected her ability to move, and meant that she may have been particularly impacted by its failure to attend. However, it failed to do so.
36. Despite the action the landlord took to seek to resolve the complaint: acknowledging its failures; offering £150 compensation; taking steps to investigate why the emergency jobs were not attended; undertaking training workshops for its contact centre staff and working with its contractor to reduce the risk of this happening again, overall these were not sufficient to provide the resident with reasonable redress given the extent and impact of the failures described in this report.
37. It is acknowledged that the landlord has sought to learn from the complaint, however, this should have gone further. In particular, the landlord should have reviewed what actions it takes if multiple appointments are futile, as was the case here, and considered how it responds to vulnerabilities and whether those responses are appropriate. Given that there is no evidence of the landlord having do so, recommendations have been made that this now be done.
38. Having considered all the evidence, it is this view of this Service that additional compensation should be paid to the resident and as such the landlord has been ordered to pay an additional £850 compensation, bringing the total payable to £1,000. This is in line with the Ombudsman's remedies guidance (published on our website) which sets out the Ombudsman's approach to compensation. The Remedies Guidance suggests awards in this range for cases of maladministration where there have been serious failings by the landlord, which had a detrimental impact on the resident.
39. In the information provided to this Service, the resident also referred to an unconnected issue with a glass panel sliding door within the property. This Service will be recommending that the landlord contact the resident to arrange an inspection of the door, if it has not already done so.

Determination

40. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in respect of its handling of the

resident's reports that her heating was turning itself on and could not be switched off.

Orders and recommendations

Orders

41. Within four weeks of the date of this letter the landlord is ordered to:

- a. Pay the resident £1,000 compensation in respect of its handling of her reports that her heating was turning itself on and could not be switched off. This is in addition to the £150 previously offered by the landlord, if this has not already been paid.
- b. Apologise to the resident for its failings and its failure to fully acknowledge the impact of those failings on the resident.
- c. Contact the resident to ensure that it has a full up to date record of her vulnerabilities.
- d. Confirm to this service that it has complied with the above orders.

Recommendations

42. That the landlord review what actions it takes if multiple appointments are futile, as was the case here.

43. That the landlord consider how it responds to vulnerabilities and whether those responses are appropriate.

44. That the landlord contact the resident to arrange an inspection of a glass panel sliding door inside the property that she is experiencing ongoing problems with, if it has not already done so.