

Housing

Ombudsman Service

REPORT

COMPLAINT 202204859

GreenSquare Group Limited

22 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 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 response to the resident's reports of repeated rat infestations in her property.

Background

2. The resident is a tenant of the landlord of a house.
3. The resident reported a number of rat infestations within her property to the landlord over at least the previous six years according to its records before she reported to it that rats were getting into the property's extension's cavities again on 2 November 2020, for which it agreed to arrange an inspection. On 15 January 2021, it called her to discuss the latest infestation after it twice unsuccessfully attempted to carry out a virtual inspection of her property on that date and, as a result, its pest contractor attended the property on 22 January 2021 for a survey.
4. The pest contractor recommended that a hatch be installed in the kitchen ceiling to allow an inspection of an empty roof space above the ceiling, and that a drain survey also be carried out to establish if that was how the rats were accessing the property. The drain survey was carried out on 10 February 2021 and no defects were found, with the drains recorded as being in good condition.
5. On 2 July 2021, the landlord's operative attended the resident's property to install the kitchen ceiling hatch. However, they had queries about some of the work and did not want to incorrectly fit the hatch, as it was unusual to fit a hatch into such a relatively small empty roof space. The operative also wanted to ensure that any fire prevention measures were also correct, and so they informed the resident that they would ask a senior staff member for advice. The resident nevertheless

heard nothing further about this from the landlord until she contacted it again on 16 November 2021, when it agreed to book a surveyor's inspection, which it failed to do until she contacted it once more on 29 March 2022.

6. This Service was not provided with a copy of the resident's subsequent stage one complaint of 29 March 2022 about her dissatisfaction that the rat infestation was still ongoing, and with the length of time that the landlord was taking to find a solution to this.
7. On 20 April 2022, the landlord's surveyor then inspected the resident's property, however they were unsure as to how to address the rat infestation, and so they informed her that they would seek further information from it. On 10 June 2022, the resident nevertheless contacted this Service because the landlord had failed to respond to her stage one complaint. She explained that it had also failed to respond to the local authority's environmental health department that had contacted it on her behalf. This Service then contacted the landlord on the same day and asked it to issue its stage one complaint response by 24 June 2022.
8. The landlord subsequently issued its stage one complaint response on 24 June 2022. It acknowledged that there had been a failure to carry out any further works after its operative had advised the resident that they would request further advice about installing the kitchen ceiling hatch on 2 July 2021. The landlord also accepted that it had failed to arrange the surveyor's inspection that it had agreed with her on 16 November 2021.
9. The landlord acknowledged that there had been failings in its communications with the resident, which had resulted in her having to chase it for updates a number of times. It therefore apologised to her for this and upheld her complaint. The landlord stated that the resident's complaint had highlighted a clear disconnect between its internal departments, which had resulted in long and unnecessary delays. It therefore assured her that the learning that it had identified during its investigation would be addressed to prevent the same situation from occurring again in the future.
10. On 29 June 2022, however, the resident escalated her complaint to the final stage of the landlord's complaints procedure. This was because she did not believe that its installation of a hatch in her kitchen ceiling would help to resolve the rat infestation, for which she had removed carpet and furniture from her bedroom for almost two years for its investigations under the floorboards.
11. The landlord's final stage complaint response of 5 July 2022 believed that its stage one investigation and response had been appropriate and fair in upholding the resident's complaint, and so it upheld the complaint again. Although it agreed with the findings of its stage one investigation, it offered her £50 compensation as a goodwill gesture for the delays that she had experienced from it.

12. In relation to the resident's concerns about the kitchen ceiling hatch installation, the landlord advised that it was guided by the findings of its specialist contractor in resolving the rat infestation. It stated that the hatch would allow bait to be laid in the specific area that had been identified by CCTV as a possible route of the infestation. The landlord also explained that, once the hatch was installed, it would liaise with its teams to ensure that any other necessary works were completed promptly, monitor the situation, and keep the resident updated. It notified her that the hatch was due to be installed on 2 August 2022.
13. On 22 September 2022, the resident informed this Service that, although the hatch had been installed as agreed by the landlord in her kitchen ceiling, no rat infestation investigation or treatment had been carried out by it for this yet, despite it agreeing to respond to her calls about this.
14. On 25 October 2022, the local authority's environmental health department contacted the landlord and informed it that the resident had contacted them several times over the last two years in relation to the rat infestation. They told it that they had inspected her property on 19 October 2022, and they recommended that the landlord carry out investigative works and cap any old or broken drainpipes outside and/or under the property that they considered that the rats were accessing, in order to resolve the infestation.
15. The environmental health department notified the landlord that just baiting the resident's property's kitchen extension loft space would only treat the rat infestation there and not eliminate this. They also confirmed that a failure by it to carry out the above recommended works would result in it being served notice under environmental health legislation of drainage and pests that were prejudicial to health, which would order it to do so. The landlord therefore contacted the environmental health department on 25 October 2022 to state that it had asked its principal surveyor to review and action their recommendations.
16. The resident then complained to this Service about the landlord's response to her reports of repeated rat infestations within her property, and she wanted it to stop the rats from entering the property. It subsequently surveyed the property again and informed her on 22 February 2023 that it would arrange the recommended works to her property with her and then bait the property, for which it obtained a quotation on 28 February 2023.
17. However, the resident advised this Service that the rat infestation had still not been resolved at her property, and that the landlord had not told her when further works for this would be completed, after it previously attended to complete the works recommended by the environmental health department there on 21 March 2023. It subsequently informed us that it had been in contact with her about this on 6 June 2023, and that it had made its surveying team aware that the problem had returned after the works had been completed.

Assessment and findings

Scope of investigation

18. While the resident has reported the rat infestation at her property to the landlord for several years, which is very concerning, this investigation will only be able to assess its response to her reports about this from November 2020 onwards. This is because, under the Housing Ombudsman Scheme, the reports made by her before that date may not be considered by this Service. This is because they were not brought to the attention of the landlord as a formal complaint within a reasonable period, which would normally be within approximately six months of the matters arising, as the resident began formally complaining to it about them in March 2022.

The landlord's response to the resident's reports of repeated rat infestations in her property

19. The resident's tenancy agreement obliges the landlord to keep the property's structure and exterior, including drains and pipework, in good condition. Its responsive repairs policy states that the resident would normally be responsible for addressing pest infestations within the property, including the removal of rats. However, where the infestation is due to a design fault within the property or a failure of an element of the building structure, the landlord would be responsible for pest control. The policy requires the landlord to attend routine non-urgent repairs with no immediate danger to people or properties within 28 calendar days.
20. In this case, as it was determined by the local authority's environmental health department and accepted by the landlord that the likely access points for the rat infestation were due to uncapped old or broken drainpipes outside and/or under the resident's property, it the landlord was responsible for addressing the rat infestation there. It should therefore have repaired and/or remedied any access points for the rats and undertaken pest control treatments at the property where necessary, in accordance with her tenancy agreement and its responsive repairs policy.
21. It is noted that it can take more than one attempt to resolve pest infestations, as it can be difficult to identify the root cause of the issue at the outset, and in some cases different repairs and treatments may need to be attempted before the matter is resolved. This would not necessarily constitute a failure by the landlord. Nevertheless, it is ultimately responsible for the overall management of resolving the issue and is expected to do so effectively. The landlord should therefore have ensured that any treatments and identified repairs were completed within a reasonable timeframe, that communication regarding the next steps and expectations were clear, and that the resident was kept updated with the progress.

22. However, there were several failings by the landlord in its handling of the resident's reports of a rat infestation, which unnecessarily prolonged the situation and caused considerable distress and inconvenience. This is because, after she raised the issue on 2 November 2020, it did not complete the necessary works for this until over 28 months later on 21 March 2023. It is also of concern that the resident informed the landlord on 6 June 2023 that the infestation had still not been resolved.
23. Under the landlord's responsive repairs policy, the fact that there was no evidence that there was a risk of damage to the resident's property due to the rat infestation there, or of immediate danger to people, meant that it should have responded to this within 28 calendar days. As she reported the infestation to it on 2 November 2020, it ought to have responded to her about this by 30 November 2020, instead of delaying attempting to carry out a virtual inspection of the property and speaking to her until 46 calendar days later than the policy's timescale on 15 January 2021, which was inappropriate.
24. The landlord's pest contractor then attended the resident's property on 22 January 2021, and carried out a survey recommending that a hatch be fitted to allow an inspection of the empty roof space above her kitchen ceiling. This was because the contractor believed that this was potentially where the rat infestation was entering her property from. Although the resident disputed whether installing a hatch would resolve the issue, it was reasonable for the landlord to rely on the advice of a specialist pest contractor during that period, in the absence of any other expert evidence to the contrary at that time.
25. In its final stage complaint response, the landlord further explained to the resident that the installation of the hatch would allow bait to be laid in an area that had been identified as a possible entry point for rats into her property. This meant that it had suitably investigated how the infestation might have been entering the property, and explained how installing the hatch could help. However, the landlord failed to carry out the hatch installation within a reasonable length of time. This is because the hatch installation recommended on 22 January 2021 was not completed until 2 August 2022, which was 529 calendar days later than its responsive repairs policy's 28-calendar-day timescale for such routine works.
26. It is accepted that non-urgent works, such as attending the resident's initial rat infestation report or installing her kitchen ceiling hatch, would have been impacted by the Covid-19 pandemic restrictions in place at that time from 2020 to 2021, as these may have caused reasonable delays to the works. As a phased exit from the final Covid-19 restrictions also began on 8 March 2021, it would be reasonable to expect that this would have impacted its backlog of non-urgent jobs.

27. Therefore, the fact that the initial response to the rat infestation was delayed by 46 calendar days, and that the appointment to install the kitchen ceiling hatch was raised for 2 July 2021, was not necessarily unreasonable in this case. It is also accepted that the landlord's contractor had legitimate concerns on 2 July 2021 about installing the hatch. However, this does not explain why the landlord needed 46 extra calendar days to attempt a virtual inspection of the resident's property before calling her about the infestation, or why the hatch was not installed until 2 August 2022. The hatch should instead have then been installed within 28 calendar days of 2 July 2021, as per the responsive repairs policy.
28. It would also have been reasonable to expect the landlord to have completed the works within 28 calendar days because its operative's queries about correctly fitting the kitchen ceiling hatch and any fire prevention measures should have been able to have received the necessary guidance to carry out the works within this time. This meant that the works ought to have been completed by 30 July 2021 at the latest, which was 28 calendar days after 2 July 2021, instead of over 12 months later on 2 August 2022. The landlord did therefore acknowledge in its complaint responses that the hatch should have been installed earlier, and that it should have kept the resident updated about this.
29. The landlord additionally explained to the resident that, once the hatch had been installed in her kitchen ceiling, the area above the hatch would be baited, but she advised this Service on 22 September 2022 that this was not done, and neither were any other rat infestation investigations or treatments carried out. This was not appropriate because, when she queried whether installing a hatch would help in any way, it had advised her that the hatch would allow it to lay bait.
30. The landlord did acknowledge in its stage complaint responses that its poor internal communication had led to unnecessary delays for the resident, including for the surveyor's inspection that it had agreed with her on 16 November 2021, which it did not arrange until over five months later on 20 April 2022 and only after she chased it. It therefore apologised to her for this, stated that it had learnt from its failings to ensure that these would not be repeated, offered her £50 compensation, and agreed to ensure that any other necessary works were completed promptly, monitor the situation and keep her updated. However, the landlord was then responsible for more delays following both of its complaint responses.
31. Despite agreeing in its final stage complaint response to complete any other necessary rat infestation works promptly, and to monitor and keep the resident updated about this, the landlord subsequently failed to do so in respect of the drainpipe capping works recommended by the local authority's environmental health department to it on 25 October 2022. Although the landlord also told the environmental health department on the same date that it would review and action these works, and its responsive repairs policy required it to do so within 28

calendar days by 22 November 2022, it did not arrange for the works to be completed until 119 calendar days after that date on 21 March 2023.

32. This was another unreasonably lengthy unexplained delay on the landlord's part, and it is additionally concerning that the resident confirmed to it on 6 June 2023 that the rat infestation had returned to her property. As a consequence, it was responsible for serious failings in her case in the form of delaying its responses to the infestation reports from the latest appropriate response dates of 30 July 2021 and 2 November 2022 to 2 August 2022 and 21 March 2023, respectively. This unnecessarily prolonged the resident's case, and her resulting distress, inconvenience, time and trouble, including from having to chase the landlord, by over 22 months in total without permanently resolving the rat infestation.
33. The landlord's repeated failings in the resident's case confirmed that, contrary to its complaint responses, it did not act upon what it had learnt from the case, and/or that it failed to implement any changes based upon its learning. It also only offered her £50 compensation in recognition of its failings, which was far from proportionate to do so.
34. The landlord's discretionary compensation procedure states that compensation of usually £25 as a goodwill gesture will be offered to a resident where they have experienced inconvenience or distress because of a failing by it in its delivery of a service. While the £50 compensation that it offered the resident was in line with the procedure and proportionate to recognise its delayed response to her stage one complaint, this was not applicable to the other circumstances of her case, in which it was responsible for extremely lengthy unreasonable delays. These instead required far higher levels of compensation in order to put things right, as well as clear steps to prevent the failings in the case from occurring again in the future, together with a resolution to the rat infestation at her property.
35. This Service's remedies guidance instead states that up to £600 compensation is appropriate where there has been a failure by the landlord that had a significant impact on the resident, and where the redress needed to put things right is substantial. As its offer of £50 compensation failed to address the detriment to her caused by its delayed kitchen ceiling hatch works, investigation and treatment, and was not proportionate to the failings identified by this investigation, it has been ordered below to pay this to her, if it has not done so already, plus a further £600 compensation in line with our remedies guidance.
36. Moreover, the landlord has also been ordered below to pay the resident an additional £600 compensation, for the detriment caused to her by its delayed drainpipe capping works following their recommendation by the local authority's environmental health department. Taken together, its severe long-term delays to its works to address the rat infestation at her property were serious failings that would have had a seriously detrimental impact on her over a significant period of

time. This was demonstrated by the environmental health department informing the landlord that they would serve it notice under environmental health legislation of drainage and pests that were prejudicial to health, which would order it to carry out the recommended works, if it did not do so.

37. Therefore, the landlord has been further ordered below to carry out a case review in order to identify exactly why its repeated failures in the resident's case continued to occur over a significant period of time, and the specific actions that it will take to prevent these from occurring again in the future. It has been ordered below to then provide her and this Service with the outcome of its case review, and to write to her to acknowledge and apologise for all of these failings.

38. The landlord has also been ordered below to arrange to attend the resident's property in response to her report of 6 June 2023 of the rat infestation returning there within 28 calendar days of that report, if it has not done so already. It has additionally been recommended to review its staff's training needs in respect of their application of its responsive repairs policy's timescales in relation to pest infestations.

Determination

39. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration by the landlord in its response to the resident's reports of repeated rat infestations in her property.

Orders and recommendation

40. The landlord is ordered to:

- a. Pay the resident compensation totalling £1,250 within four weeks, which is broken down into:
 - i. The £50 compensation that it previously awarded her, if it has not paid this to her already.
 - ii. £600 compensation for its delayed kitchen ceiling hatch works, investigation and treatment at her property.
 - iii. £600 compensation for its delayed drainpipe capping works at her property.
- b. Carry out a case review within eight weeks in order to identify exactly why its repeated failures in the resident's case continued to occur over a significant period of time, and the specific actions that it will take to prevent these from occurring again in the future.

- c. On the completion of its case review, provide the resident and this Service with the outcome of the review, and write to her to acknowledge and apologise for all of its failings in her case.
 - d. Arrange to attend the resident's property in response to her report of 6 June 2023 of the rat infestation returning there within 28 calendar days of that report, if it has not done so already.
41. It is recommended that the landlord review its staff's training needs in respect of their application of its responsive repairs policy's timescales in relation to pest infestations.
42. The landlord shall contact this Service within four and eight weeks to confirm that it has complied with the above orders, and whether it will follow the above recommendation.