

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202118952*

*Hyde Housing Association Limited*

*27 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:
  - a. Handling of the repairs, damp and mould in the property and damage to the resident's belongings following a leak.
  - b. Complaint handling.

## **Background and summary of events**

### *Background*

2. The resident is an assured tenant of the landlord. Her tenancy started in 2012. The landlord is a housing association. The property is a ground floor, one bedroom flat.
3. The resident is elderly. She suffers with breathing difficulties, a heart condition and has mobility issues. Her granddaughter cares for her.
4. The resident's granddaughter has acted as the resident's representative and has supported her with the complaint to the landlord. Within this report, the resident's granddaughter will also be referred to as the resident.
5. The landlord has a damp and mould procedure. It states that it will:
  - a. Ensure that residents are offered advice and guidance on how to prevent and address mould or damp problems.
  - b. Conduct post inspections on all repairs carried out relating to damp and mould.

6. The landlord's responsive repairs procedure says that it allocates responsive repairs with one of the following categories:
  - a. Emergency repairs. It will attend to emergency repairs within four hours to make safe. Follow on works will be completed as an any time repair if they cannot be completed whilst the contractor is on site.
  - b. Any time repairs. These are any responsive repairs that are not an emergency. These will be completed within 20 working days.
  - c. Major repairs. These are non emergency repairs or complex work.
7. The landlord's pre and post inspection procedure states that:
  - a. A pre inspection is primarily used when a more detailed specification or investigation is required to ascertain the nature of the work.
  - b. Having carried out the inspection the surveyor should advise the resident of their findings and explain how they will proceed. The surveyor will send a follow up letter to the resident to explain what work will be carried out. The letter must include any photographs taken during the inspection.
8. The landlord has a two stage complaints process. It aims to respond to stage one complaints within ten working days. If a resident is unhappy with the landlord's response, it will escalate their complaint to stage two. It aims to respond to stage two complaints within twenty working days.
9. The landlord has a compensation policy. It says that compensation payments may be paid to a resident at the discretion of the investigating manager. Any payments will reflect the circumstances of each case. Compensation payments may be offered where:
  - a. The landlord has failed to deliver a service to an advertised standard.
  - b. A resident has experienced distress and inconvenience.
  - c. A resident has suffered a loss because of a service failure by the landlord.

### *Summary of events*

10. The resident reported a leak into her property to the landlord on 24 October 2020. As a result, she said that the walls and flooring were very wet and there was mould present in the property. The electrics were also not working properly. When she reported the issue, she said that the landlord advised her to contact it again on 26 October 2020 as it was not able to respond to the repair at the time.
11. The resident contacted the landlord on 26 October 2020 and it arranged for a surveyor and an electrician to attend on 27 October 2020. She sent the landlord photos of the living room. The photos showed that the wallpaper had peeled off

the walls, there was mould on the walls and her furniture had been damaged by mould. She was scared to use the heating as she could hear water dripping in the property. The surveyor arranged for a dehumidifier to be installed in the property on 28 October 2020. The surveyor told the resident that they would re-attend in the following week to assess what work needed to be carried out. The landlord has not provided any evidence that the surveyor reinspected the property.

12. The landlord's repair records show that it raised a works order to strip the wallpaper from the living room on 27 October 2020. It also said that the ceiling was damp, the carpet was wet and there was mould present. It has not provided any evidence when this work was completed.
13. On 4 November 2020, the resident sent the landlord photos of the living room that showed large cracks in the wall. The resident said that she was worried about the cracks in the wall.
14. On 11 November 2020, a surveyor inspected the cracks in the wall at the property. The landlord has not provided this Service with the surveyor's assessment of the cracks following this inspection.
15. The resident informed the local authority's environmental health team on 28 January 2021 that repairs to the property to address damp and mould had still not been carried out by the landlord. She stated that she was no longer using the hallway and living room due to the presence of damp and mould. She also said that the landlord was supposed to inspect the property again on 26 January 2021 but it had not attended.
16. The landlord confirmed that it carried out a mould wash and stain block at the property on 23 March 2021.
17. The resident said that a surveyor inspected the property again in May 2021. The surveyor agreed to arrange to replaster the living room walls. She said that a contractor then attended on 11 June 2021 to strip the wallpaper and treat the mould in the property.
18. The resident contacted this Service on 11 November 2021 as she had not been able to find out when the landlord planned to carry out the outstanding repairs. She had not used the living room for over a year and this had significantly affected her health and wellbeing. She said that she felt abandoned by the landlord.
19. On 11 November 2021, the resident's doctor said that she had been forced to abandon her living room since October 2020 due to the damp and mould and the outstanding repairs. As a result, she had to eat her meals in her bed. This had led to her suffering with neck and back pain. The letter was shared with the landlord.

20. On 13 December 2021, the resident told this Service that she had complained to the landlord on 17 November 2021. She was unhappy with the way that it had handled the repairs at the property. She had received a complaint acknowledgement email from the landlord on 18 November 2021 but had not heard from it since then.
21. On 31 January 2022, the landlord contacted the resident to acknowledge her stage one complaint. It apologised for the delay in responding to her. It also said that it understood that some of the repairs had been completed and others had not. It asked the resident to let it know which repairs were still outstanding. This Service has not been provided with any evidence that the resident discussed the outstanding repairs with the landlord at this time.
22. On 7 February 2022, the landlord emailed the resident to acknowledge her stage one complaint. It said that it was aware that the resident had reported issues with damp and mould in October 2020 and that the replastering and redecorating had still not been done.
23. The landlord issued a stage one complaint response to the resident on 22 February 2022. It said that it:
- a. Should have done the repairs more quickly and it was sorry that it had let the resident down.
  - b. Had agreed to pay the resident £250 compensation in recognition of the service failure.
  - c. Would arrange to replaster and redecorate the lounge. The plastering would commence on 25 February 2022. If there were any issues with the appointment, its contractor would contact her.
  - d. Had arranged various appointments with surveyors and contractors to carry out mould washes and stain blocks in the property. In May 2021 it had arranged to strip the wallpaper in the lounge, replaster it and then redecorate.
  - e. It had not communicated well with the resident and had failed to proactively keep in touch with her.
24. On 23 February 2022, the landlord's internal record said that the "resident has severe damp and mould in her property to which she is unable to use her front room".
25. The resident asked the landlord to escalate her complaint to stage two on 27 February 2022. She remained unhappy with the delays in completing the repairs. The landlord acknowledged her request on 15 March 2022 and said that it would be in touch with her soon.

26. On 25 May 2022, the landlord told the resident that it aimed to respond to her stage two complaint by 26 June 2022.
27. On 9 June 2022, the resident told this Service that the plastering had been completed in the lounge in April 2022. She was now waiting for the landlord to arrange to redecorate the lounge.
28. The landlord issued a stage two complaint response to the resident on 22 June 2022. It said that:
- a. The internal works had now been completed. There were a small number of follow on internal works that would be completed by 27 June 2022.
  - b. It had failed to resolve the repair issues as quickly as it should have and it was sorry for these delays. It understood why the resident was unhappy with its response.
  - c. It had increased its offer of compensation from £250 to £450. This included:
    - i. £50 for the delay in acknowledging her complaint.
    - ii. £50 for her patience throughout the complaints process.
    - iii. £100 for the delays in completing the repairs.
    - iv. £250 for the distress and inconvenience she had experienced.
  - d. Its communication with the resident had been poor.
  - e. It was sorry for the delay in responding to her stage two complaint.
  - f. The resident needed to contact her home contents insurance to claim for the damage caused to her belongings.
  - g. It understood that the delays had caused her distress.
29. On 28 June 2022, following a review of its longstanding complaints, the landlord decided to increase the compensation offer to the resident to £900 due to the distress and inconvenience that she had experienced. It also acknowledged that she had waited for more than two years for it to resolve the repairs.
30. On 29 June 2022, the landlord told the resident that it had increased the compensation award to her to £900. It said that:
- a. The compensation award included:
    - i. £50 for the delay in acknowledging her complaint.
    - ii. £50 for her patience throughout the complaints process.
    - iii. £50 for its poor communications.
    - iv. £250 for the delays in completing the repairs.

- v. £500 for the distress and inconvenience she had suffered as a result.
  - b. Its compensation policy would not be able to cover her personal items that had been damaged. She would need to claim for these on her home contents insurance.
  - c. The delays had been particularly impactful on her due to her vulnerabilities and health concerns. It should have supported her more effectively.
  - d. There was no evidence to support her claim that the living room was uninhabitable.
31. On 12 July 2022, the resident told this Service that she was unhappy with the landlord's stage two complaint response and its increased offer of compensation. All of the furniture in the living room had been damaged by the damp and mould. She does not have contents insurance and was not able to use the living room due to the presence of damp, dust and mould for over two years.

## **Assessment and findings**

### *Scope of investigation*

32. The resident has raised concerns to this Service about the impact of the damp and mould on her health and wellbeing. The Ombudsman does not doubt the resident's claims, however it is not within its role to establish a link between health issues experienced by complainants and the actions of landlords. The resident may wish to seek legal advice about this, as it may be a more appropriate way of dealing with this aspect of her complaint. However, consideration has been given to the general distress and inconvenience which the situation may have caused the resident and how the landlord responded.
33. The Ombudsman is unable to determine whether the landlord is liable for damages to the resident's possessions, or to award damages. This is because only a court can make a binding decision about liability. The resident's complaint about compensation has therefore been considered in line with this Service's remedies guidance, which the landlord's complaints policy states that it usually follows.

### *Damp and mould*

34. The resident reported that there had been a water leak into her living room on 24 October 2020. She said that the floor and wall were both wet and that the wallpaper was damp and mouldy. The electrics were also not working in the property. The landlord informed the resident that it would not be able to attend to until 26 October 2020. It has not provided this Service with an explanation for this delay. The landlord's responsive repairs policy says that it will attend to an emergency repair within four hours to make safe. After the resident contacted it

again on 26 October 2020, it arranged for an electrician and a surveyor to attend on 27 October 2020. In the Ombudsman's view, the landlord should have arranged for a contractor to attend sooner. The resident had stated that the electricians in the property were not working properly following the leak. As the resident was elderly, it would have been reasonable for the landlord to have responded to her report within its emergency repair timescales. This would have helped to reassure her that the electricians were safe and to make sure that the leak had been repaired.

35. The landlord's pre inspection procedure says that after a surveyor has completed their inspection, it will advise residents of their findings and explain how the landlord will proceed with the required repairs. This should be explained to the resident in a follow-up letter. The letter must include any photographs taken at the inspection. Following the surveyor's visit to the property on 27 October 2020, the landlord has not shared any evidence that the surveyor provided the resident with this information following their inspection. The surveyor also told the resident that the landlord would re-attend in the following week to assess what works needed to be carried out. There is no evidence that the landlord contacted the resident during this time to discuss what further work would be carried out. In the Ombudsman's view, the landlord communicated poorly with the resident at this time. As a result, she was unaware about how the landlord planned to repair the damage that had been caused by the leak into the property. This had a significant impact on her as she felt worried about how and when the landlord planned to resolve the issue.
36. In November 2020, the resident sent photographs of the cracks that had developed in the living room following the leak. She said that she was worried about structural damage to the property as a result. The landlord's repair records said that it arranged for a surveyor to inspect the cracks following the resident's report on 11 November 2020. However, the landlord has not provided any evidence about what the outcome of this inspection was. No additional repair orders were organised by the landlord following this visit. In the Ombudsman's view, the landlord failed to reassure the resident about the cracks that she had reported to it. It also did not communicate effectively with her about how it would repair the damage caused by the leak.
37. The landlord's repair records state that it arranged a mould wash at the property on 23 March 2021. The landlord was aware that there was mould present in the property following the leak in October 2020. In the Ombudsman's opinion, the mould wash was unreasonably delayed by the landlord. As a result of this delay, the resident lived with the presence of mould in the property for approximately four months before the landlord arranged to carry out the mould wash.
38. The information provided by the landlord highlighted a number of occasions when it failed to contact the resident for a long period of time despite the fact that it was



aware that the repairs were still outstanding in her property. For example, the landlord carried out an inspection at the property in November 2020 and then did not contact the resident again until May 2021. In the Ombudsman's view, this was an unreasonable delay and highlights poor communication by the landlord. Although there were periods when the resident also did not regularly contact the landlord to ask about the outstanding repairs, the Ombudsman would have expected it to have been more proactive and contacted her more often to ensure that the repairs were carried out as quickly as possible. This also demonstrates a lack of oversight by the landlord of its handling of the issue.

39. The landlord's stage one complaint acknowledged that it had not done the repairs quickly enough and had let the resident down. It admitted that it had failed to proactively manage the situation and communicate with her to ensure that the outstanding works were completed. It stated that the replastering works would commence on 25 February 2022. However, the repairs were then not completed until June 2022. Although the landlord apologised to the resident for the further delay in carrying out the work in the Ombudsman's view, it represented a further unreasonable delay. After it issued its stage one complaint response, the landlord should have monitored the repairs to ensure that they were completed within a reasonable amount of time. It failed to update the resident with its progress after it issued her with the complaint response. The resident had also told the landlord that she was not using the living room and that this had significantly impacted on her health and wellbeing. The landlord therefore failed to carry out the repairs soon enough and this caused the resident additional frustration and distress.
40. The resident informed the landlord that she had not been able to use the living room from 24 October 2020 until the repairs were completed in June 2022. She said that this had significantly impacted her health and wellbeing and enjoyment of her property. The landlord did not respond to the resident about this aspect of her complaint until it reviewed its compensation payment to her in June 2022. It said that there was no evidence that the living room was uninhabitable during this time. The landlord has not provided any supporting information, such as a surveyor's report, that it assessed the living room when it came to this conclusion. It also failed to mention the resident's health issues or vulnerabilities when it made this decision. In the Ombudsman's view, the resident's enjoyment of the property was severely curtailed as a result of the repairs that were unreasonably delayed in the property.
41. In the Ombudsman's view, the landlord was unreasonably delayed in carrying out the repairs in the resident's property. It communicated poorly with her and did not agree an action plan to carry out the repairs within a reasonable timescale or in line with its own repairs policy. While the landlord did acknowledge the delays and the impact this had on the resident, given there were significant further delays following its stage one complaint response, it is not evident it satisfactorily

learnt from its mistakes. In the Ombudsman's opinion, while the landlord did review and increase its offer of compensation to the resident, given the additional delays and ongoing poor communication with her, this compensation does not amount to reasonable redress. Given the significant failings identified above, and the impact they have had on the resident, a finding of severe maladministration has been made regarding the landlord's handling of the resident's reports about damp and mould in the property.

42. The resident said she lost the use of her living room while waiting for the replastering and redecorating works to be done. As the replastering and redecorating work was not completed until June 2022, this means the resident lost the use of her living room for a period of approximately 86 weeks, which is a significantly protracted period of time. The living room forms part of the property for which the resident pays rent and so it is reasonable that the resident had an expectation that she could make use of this room. There is no evidence that the landlord took steps to consider this or the impact the loss of use of this room had on the resident with a view to offering additional compensation for this, which would have been appropriate.
43. Therefore the Ombudsman considers that additional compensation is awarded in recognition of the additional distress and inconvenience caused to the resident by not being able to make full use of the living room. The compensation is not a rent refund or intended to be an exact calculation of the rent paid for that period.
44. The resident's current rent is approximately £106.96 p/w. While resident's property was not uninhabitable, her enjoyment of it was severely curtailed by the issues with damp and mould.
45. In light of the severe maladministration identified in this report, an amount of £2299.64 compensation has been ordered to reflect the impact the landlord's delays had on the resident's enjoyment of her home (i.e. loss of amenities), being 25% of the resident's rental liability for the 86 weeks where unreasonable delays occurred.

#### *Damage to belongings*

46. In June 2022, the resident asked the landlord for compensation for her personal belongings which had been damaged by damp and mould. She provided the landlord with a list of items that had been damaged due to the mould that had developed in the property following the leak. In its stage two complaint response, the landlord informed the resident that she needed to claim for the items that had been damaged using her own household contents insurance. The Ombudsman understands that landlords would not normally be expected to compensate residents for damaged items. It would only be expected to do so if there was clear evidence that its actions or inaction directly led to the damage. However, in

the Ombudsman's view, as the landlord had acknowledged a failing in its handling of the resident's reports about damp and mould in the property, it would have been appropriate for it to have considered whether its shortfalls did, or could have, resulted in damage to her personal belongings; in addition to signposting her to its insurers. There is no evidence that it did so. This is unsatisfactory and it resulted in the resident feeling increasingly frustrated with the landlord's response.

47. The landlord's compensation policy says that it will offer residents advice on how to make an insurance claim and how to progress their claim. The landlord has not provided any evidence that it offered the resident any further advice or support following her request. Its policy also sets out that it may consider discretionary compensation payments where a resident has sustained financial loss as a consequence of its failings. Although the landlord did acknowledge that its handling of the resident's reports about damp and mould were not good enough, it did not appear to consider offering her any additional compensation for her damaged belongings when it responded to the her request.
48. As a result, this investigation has made an additional order for the landlord to support the resident to make a claim against its insurance for the damage caused to her personal belongings and offer her assistance in taking out a home contents insurance policy, if she wishes to do so.

### *Complaint handling*

49. The resident said that she complained to the landlord on 17 November 2021. It had acknowledged her complaint on 18 November 2021. It did not contact her again regarding the complaint until 31 January 2022. It therefore took the landlord 50 days to respond to her. This was significantly outside the landlord's complaint handling timescales. In the Ombudsman's view, this represented a unreasonable delay, particularly as the landlord was aware that the issues that the resident was unhappy with had been ongoing for a long period of time. The resident had also advised the landlord that the issues had significantly affected her health and wellbeing.
50. The resident asked the landlord to escalate her complaint to stage two on 27 February 2022. She received an acknowledgement email on 15 March 2022 that said it would be in touch with her soon. The landlord then emailed the resident on 25 May 2022 to acknowledge her stage two complaint for a second time. This would have been confusing for the resident. The landlord issued the resident its stage two complaint response on 22 June 2022. Its response therefore took 67 days and was significantly outside its 20 day timescale. The landlord did apologise for this delay and offered her £50 compensation.

51. In order to get the landlord to acknowledge her stage one and stage two complaint, the resident had to contact this Service for help and support on a number of occasions. She stated that she felt like the landlord was ignoring her and she did not know when it intended to carry out the outstanding repairs at the property. This caused the resident unnecessary frustrations and distress, and will have resulted in the resident feeling that her concerns were not being taken seriously.

52. As a result of the failings identified within the report, this Service has found service failure in respect of the landlord's handling of the resident's complaint. Although the landlord did acknowledge the impact that the delays in responding her complaint had on the resident, given the additional failings identified above, and the impact they had on the resident, this Service has ordered the landlord to pay the resident an additional £150 compensation.

### **Determination (decision)**

53. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration by the landlord for its handling of the resident's reports about damp and mould in the property.

54. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure by the landlord for its handling of the resident's complaint.

### **Reasons**

55. The landlord was aware of the repairs that were outstanding at the resident's property for a significant period of time. It failed to proactively communicate with the resident and provide her with an action plan to carry out the repairs. The resident is particularly vulnerable and she advised the landlord that her health and wellbeing were significantly impacted on due to the fact that she was not been able to use her living room while the repairs remained outstanding. Her enjoyment of her property was therefore also significantly impacted upon as a direct result of the landlord's inability to organise and carry out the necessary repairs in the property.

56. The landlord's stage one and stage two responses to the resident were both delayed. Although it acknowledged this failure, in the Ombudsman's view the compensation that it offered to her did not offer satisfactory redress for the frustrations and inconvenience that she experienced as a result. This Service also had to intervene on a number of occasions in order for the landlord to respond to the resident's complaint.

### **Orders**

57. The landlord is ordered to, within four weeks of this report:

58. Pay the resident a total of £3,349.64 in compensation within four weeks. This replaces the amount that has already been offered to the resident. The compensation comprises:
- a. £2299.64 for the loss of use of her living room between October 2020 and June 2022.
  - b. £50 for the delay in acknowledging her complaint.
  - c. £50 for her patience throughout the complaints process.
  - d. £50 for its poor communication.
  - e. £250 for the delays in completing the repairs
  - f. £500 for the distress and inconvenience she had suffered as a result.
  - g. £150 for the distress and inconvenience, and time and trouble, caused to her by the failings in its complaints handling.
59. Arrange for a senior member of the landlord to write to the resident to apologise for the failures identified within this report.
60. Support the resident to make a claim against the landlord's insurance for the damage caused to her personal belongings. If this is not possible due to the length of time that has passed since the resident's belongings were damaged, the landlord should consider its position on her claim for damages.
61. The landlord should provide evidence of compliance with the above orders within four weeks.

### *Recommendations*

62. It is recommended that the landlord signposts the resident to an appropriate support agency to offer her advice on taking out a home contents insurance policy.