

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202219681*

*Wandle Housing Association Limited*

*21 August 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 response to the resident's:
  - a. Reports of damp and mould as well as cracks in the walls of the property.
  - b. Request for a permanent decant.

## **Background and summary of events**

### *Background*

2. The resident has a secure tenancy agreement with the landlord that started in 2010. The landlord told this Service that it was unaware of any vulnerabilities for the resident but that it was aware she was receiving treatment for cancer. The property is a ground floor, two-bedroom flat in a converted three-storey end of terrace; there are three flats in the building. The resident lives in the property with her adult son.
3. The tenancy agreement says that the landlord will maintain the structure and outside of the property. It also says the landlord is responsible for, among other things, the drains, gutters and external pipes; the roof; the foundations; outside walls, window frames and sills; inside walls, floors and ceilings; and plasterwork.
4. The landlord's responsive repairs service standard classifies, among other things, an emergency repair as major structural damage. Appointed repairs are repairs which do not qualify as an emergency and are dealt with by appointment. These include repairs to outside walls and repairs to plasterwork.
5. The service standard says that major repairs are those non-emergency, routine repairs reclassified as being over £1,000 and would likely be deemed either

extensive or improvement to the existing provision; they are not standard repairs. It says the landlord aims to complete all major repairs within 90 days; however, where repairs are considered urgent because they pose a significant risk to occupants or where vulnerable tenants are involved, it may be necessary to consider bringing the works forward. Such works may require a temporary decant of the tenant, in line with its decant procedure. The standard also says that where the landlord identifies the need for a major repair, it will make sure the resident understands the reasons for that and the timeframes involved. It adds it will also ensure good communication on the progress of these major repairs, where possible.

6. The landlord is expected to meet the home standard set by the Regulator of Social Housing. The Home Standard includes ensuring that homes meet the Decent Homes Standard components of which relate to the degree of thermal comfort in a resident's home as well as the standard of repair. There is also the Housing Health and Safety Rating System (HHSRS) which is concerned with avoiding or minimizing potential hazards. Damp and mould growth are a potential hazard and therefore the landlord is required to consider whether any mould problems in its properties amount to a hazard that may require remedy.
7. The landlord's decant procedure says that it will always provide suitable alternative accommodation when decanting residents. It explains that, if a long-term decant is required, it will see if there is available stock that meets the requirements of suitable alternative accommodation to move the resident into. If there are no properties available, an internal discussion should be undertaken to decide on a way forward. If there is a known upcoming vacancy it might be possible to postpone the works until this property is available. The procedure adds that this should always be discussed and agreed with the resident. If the works cannot be postponed, then the temporary accommodation provider should be used, as with a short-term decant process, until either a property becomes available or the original property is ready for the resident to return to.
8. The Ombudsman's spotlight report on damp and mould (published October 2021) provides recommendations for landlords, including that they should:
  - a. Adopt a zero-tolerance approach to damp and mould interventions. Landlords should review their current strategy and consider whether their approach will achieve this.
  - b. Ensure they can identify complex cases at an early stage and have a strategy for keeping residents informed and an effective resolution.
  - c. Ensure that they clearly and regularly communicate with their residents regarding actions taken or otherwise to resolve reports of damp and mould.

- d. Identify where an independent, mutually agreed and suitably qualified surveyor should be used, share the outcomes of all surveys and inspections with residents to help them understand the findings and be clear on next steps. Landlords should then act on accepted survey recommendations in a timely manner.
9. In November 2022 the Ombudsman asked landlords to assess themselves against the 26 recommendations made in the Spotlight report.
10. The landlord did not provide this Service with a damp and mould policy or procedures. In relation to these matters, its website says that its aim is to eradicate – as far as is possible – damp and mould from its homes. It goes on to say that the reasons for damp and possibly mould growth arising are leaks, structural damage and/or inadequate ventilation/heating and condensation. It also says that it is important for it to work out which of these is the main cause so it can adopt the most effective course of action. In the absence of such a damp policy, this Service has referred to best sector practice and our Spotlight report on these matters to determine the landlord's repair obligations and timescales.
11. The landlord considers a complaint as an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents. It operates a two-stage complaints procedure. It aims to respond at stage one with ten working days and within twenty working days at stage two. The policy says that where the landlord has to extend a response beyond those timescales, this must be agreed with the customer.

### *Summary of events*

12. On 2 May 2017 a firm of consulting engineers undertook a visual inspection of the property and identified several cracks to its front elevation as well as internal cracks. They noted that slight movement had occurred, particularly to the front of the property and that there was evidence of previous crack repairs to the external front bay brickwork and therefore the movement was likely to be ongoing. It also noted that the structural integrity of the building had not been compromised.
13. They noted it was reasonable to conclude that the damage was probably the result of the soil drying out due to successive dry summers and winters and possibly in conjunction with tree root activity. They recommended, among other things, that the tree within the front garden should be reduced or removed. (It is not clear what action the landlord took at that time.) They also recommended that several carefully selected cracks should be monitored.

14. On 15 November 2018 a site visit took place. The subsequent report noted that re-rendering was required to a crack in the front elevation that was 2.5 metres long as well as several cracks to the walls and ceilings internally.
15. On 30 April 2019 an engineering appraisal of the property was carried out on behalf of the landlord's insurers. The report found damage to the front of the property which took the form of cracking to the front elevation and internal walls. Evidence shows that the cracks were subsequently monitored from January 2019 to February 2020.
16. On 8 December 2021 a damp contractor undertook a damp survey at the property. The report said, "following a large tree hitting the front of the property, several cracks have appeared along with mould and condensation growth in both bedrooms kitchen and lounge". It noted that there were cracks in the ceiling and walls of the lounge and damp spoils under the bay window as well as cracks in the ceiling and walls of the main bedroom with mould growth in areas. The report also noted condensation growth on the wall of the small bedroom and condensation and mould growth on the walls and ceiling in areas of the kitchen. It also identified damaged masonry work to the front and side elevations, affected guttering to the side elevation and damage to the kitchen roof area. The report also noted that there was a leak from the boiler pipe under the main bedroom window. The report recommended that a surveyor attended the property with the contractor to establish a schedule of works for management as a possible decant was required.
17. On 18 January 2022 the landlord asked its surveyor to arrange an urgent inspection of the property to assess and confirm the root cause and scope of the work required. It noted the resident was medically vulnerable. It also noted that, due to her vulnerability and the condition of the property, a decant was required.
18. On the same day, in reply to an enquiry, the landlord's allocations and letting officer said, "I do not have any two bedroom properties".
19. Also, on the same day a ventilation survey of the property took place. The main findings were:
  - a. The kitchen and bathroom extractor fans were ineffective.
  - b. Mould was noted in the lounge, main bedroom, second bedroom and according to the tenant had also been an issue in the bathroom which had recently been redecorated and refurbished.
  - c. During an external visual inspection, it was noted that the brickwork was in poor condition and that there was the appearance of large wet patches on the outside walls. It also appears that the render on the second bedroom's

external walls might be breached and was allowing water to ingress into the bedroom; that should be checked by a damp inspector.

- d. The lounge windows were single-glazed and appeared to be in poor condition. There were a number of cracks in the wall that the tenant said were due to a historical subsidence issue; these cracks might be allowing water to ingress. There were signs of bubbling on the internal walls that indicated the same issue.
  - e. There was mould on the main bedroom ceiling which suggested inadequate insulation.
20. On 1 February 2022 the resident spoke to the landlord. In subsequent internal emails, the landlord noted that the cracks she had reported were getting noticeably worse, with new cracks appearing and increasing damp and mould. It questioned if the insurance claim could be re-opened, and further monitoring carried out by them as the monitoring studs were still in place. It noted concern that there were “more serious problems here that a bit of filling and painting won’t address” and questioned if a new structural survey was needed. The landlord added that the windows were due to be replaced as they were “beyond repair” and the resident had said that there was “lots of cracking around the existing windows” so it was concerned that replacing them would uncover “further issues or worsen the problem”. The landlord also noted that the property was difficult to heat.
21. On the following day the landlord approved a long-term decant request for the resident (that is a decant of over four weeks in length).
22. On 28 February 2022 the landlord asked an independent engineering contractor to carry out an inspection and make recommendations. It noted that the resident was vulnerable and that there were “extensive cracks on walls as well as mould and damp issues”.
23. On 3 March 2022 the repairs manager suggested a structural survey of the building.
24. On 11 March 2022 the landlord noted that the windows in the property were due to be replaced the following week. However, the evidence suggests this was subsequently arranged to take place on January 2023.
25. On 8 June 2022 a surveyor carried out a damp-related defects and structural movements inspection of the property. The main findings were:
- a. In late 2018 loss adjusters attended the property and prepared a schedule of minor repair works but “it appears these works were not carried out”.

- b. Sometime between April 2019 and September 2020 the street tree was removed.
- c. During this inspection, it was noted that damage to the structure had worsened slightly but had not increased in severity. They concluded that the removal of the street tree had likely significantly reduced the movement to the building.
- d. It recommended that structural crack monitoring be undertaken for a at least a year to determine the extent of any ongoing movement which was likely to be seasonal.
- e. It recommended that the large shrub in the front garden of the property should be removed.
- f. If after the period of monitoring, the movement appears to have ceased, it recommended that fabric repairs were undertaken to ensure that the building remained weather tight.

26. In relation to the resident's flat, the report noted:

- a. Within the lounge there was evidence of penetrating damp around the window sills. This was evidenced by the presence of blistering paint and a positive damp meter reading. There was also moderate black spot mould present to the wall below the window. This was likely as a result of elevated damp levels within the wall as a result of the penetrating damp. It was not possible to determine if a damp proof course was present. The elevated levels of damp within the walls also increased the rate of heat loss through the wall which resulted in colder surfaces internally which were more susceptible to condensation and mould growth.
- b. The use of a damp meter revealed that there are elevated levels of damp present to the master bedroom wall. Whilst external walls within bedrooms were particularly vulnerable to condensation and mould growth it was unusual for the levels observed to be experienced during the warmer months (as at the time of inspection) if this was simply a condensation related matter. There was also an isolated area of mould growth on the bedroom ceiling and the most likely cause was the formation of condensation due to poor insulation within the roof area above.
- c. In the second bedroom there was surface green mould growth to all four walls, generally to the full height, but was worse to the internal corners. They considered that the mould to the walls was most likely as a result of damp to the walls not being able to dry out properly. They noted that the presence of damp in the walls would be reducing the thermal efficiency of the wall surface internally and making it more susceptible to the formation of condensation and mould.

- d. There was an isolated area of mould in the kitchen that had formed on the ceiling, low level to the external wall and high level around an air brick. They attributed this to the lack of sufficient insulation in the bay roof above.
  - e. Neither mechanical extraction fan in the kitchen or bathroom was working efficiently.
  - f. The surveyor made recommendations for works to each room.
27. In an internal email dated 13 July the landlord noted that it should consider disposal for the resident's flat and that disposing of the whole block would take longer due to having to permanently decant three flats.
28. In an internal email dated 25 July 2022 the landlord noted that it had mentioned to the resident that a decant might be required and referred to "a significant amount of repairs we need to undertake both internally and externally".
29. On 1 August 2022 the landlord's neighbourhood customer services officer noted that he wished to put forward the resident for a permanent move due to antisocial behaviour and on health grounds.
30. In an internal email dated 2 August 2022 regarding the decant, the landlord noted a call from the resident wanting an update. It also noted that "her health is not good at all at the moment with further surgery pending" and that it would need to decant the flat to enable it to proceed with any repairs. Later that day a manager noted in a further internal email, "I think proceed with permanent decant request".
31. In an internal email dated 3 August 2022 regarding a decant for the resident, the landlord noted "the internal living conditions [of the property] are not great".
32. In an internal email dated 5 August 2022 the landlord noted that the resident had refused a temporary decant and would only accept a permanent move based on health needs.
33. On 5 August 2022 the landlord wrote to the resident saying it had received the surveyor's report regarding the structural movement and damp issues to the building. It said that the report said that a tree on the street, which had since been removed, was the main cause of the movement to the front of the building. It added the report recommended that structural monitoring is undertaken for a year, to see if there was any more movement. The landlord added that there were external and internal works that need completing to the building. It was currently reviewing these works and would give her an update her again once a decision had been made on these works.
34. In an internal email of 9 August 2022, the landlord noted that the resident was aware that "there is no guarantee of when/if a property may become available".

35. In internal emails dated 11 August 2022 the landlord noted that a permanent decant had not been approved and that it had to decide if there were exceptional circumstances to approve such a move. It noted further it could apply to court for an access injunction if the resident refused to move into a temporary decant property. In an internal email response, the landlord noted that the property required “extensive remedial works both internally and externally” and that the resident’s flat was the “by far the most badly affected”. It noted the property condition (damp, mould etc.) was not helping her health. It added it believed it was “very lucky we don’t have a disrepair case here or a more serious claim due to the resident’s health being impacted”. The landlord also noted that it needed to make a decision about whether it tried to dispose of the block or carry out the remedial works.
36. In an internal email of the same day the allocations and lettings officer noted “I think we are all getting way ahead. Permanently or not, there are no properties and I will only offer like for like”.
37. In an internal email dated 25 August 2022 the landlord noted that it had spoken to the resident several times about a decant and had advised her that it did not have ‘spare’ properties available. It noted she had said she did not want to move on a temporary basis, but its concern was that the property condition was “not helping her health and, with the rising fuel costs if she stays there over winter, it will be financially very difficult for her”. On the same day it noted that it would explore if priority could be given to her.
38. In internal emails of 1 September 2022, the landlord noted that it had options to carry out repairs or dispose of the flat if it meets the criteria and that, either way, it would still need to move her out of the property. It noted a permanent decant “could take time”.
39. On 1 September 2022 the landlord noted a complaint from the resident about the “serious mould and damp problem” in the property and “the large cracks in the walls and the bathroom floor is moving. The ceiling is cracking apart in every room”. The resident said she was concerned about having to live in the property during the winter with no repair work having been done as it was very badly insulated. The resident gave details of her health conditions including a tumour in her liver, an underactive thyroid, silent reflux disease and osteopenia; she added she had major surgery planned for the oesophagus. She added she did not want to be living in a “freezing, mould-infested” home over winter with those conditions. The evidence is not clear as to when it received that complaint.
40. On the same day the landlord noted that the cost of works to the building would be about £64,000.

41. On 6 September 2022 the landlord issued a stage one complaint response to the resident under its formal complaints procedure. The main points were:
- a. It was trying to source a suitable property that meet her needs; however, it was unable to give her a timeframe of when she would be moved.
  - b. Its asset team had not reached a decision about whether to dispose of the building.
  - c. It recognised it had not kept the resident informed of what it planned on doing with the building or what it could do to the inside of the property whilst it was awaiting the decisions from its asset team. It apologised for any inconvenience or distress that had caused her. It said it would learn from this experience and work to improve its service in the future.
42. The landlord explained how the resident could escalate the complaint.
43. In an internal email on 8 September 2022, the landlord noted that the resident had refused the installation of the windows (a date was not given) and that the windows were in storage.
44. In an internal email of 13 September 2022, the landlord noted that and the flats in the block would all qualify for disposal based on the upper end of the work required and a decision had to be made on that. It noted further that, while the permanent decant had been approved for the resident, that might take some time. It also noted the property was now suffering from an influx of worm-type pests, probably due to the damp exacerbated by the recent heavy rain. It queried the minimum level of 'making good' if it installed new windows.
45. In an internal email of 15 September 2022, the landlord noted that new windows and a positive input ventilator being installed might improve the conditions within the property for the resident.
46. On 13 October 2022 the resident asked the landlord to escalate her complaint. She gave her reasons as follows:
- a. She was promised a decant in August 2022 and had heard nothing further.
  - b. Given her very ill health, she needed to maintain her relationship with her GP.
  - c. Her reports about damp and mould dated back to 2018 and the landlord had been very slow to address them.
  - d. The landlord was failing to communicate with her about what was going to happen with the decant and repairs to the property.
47. In an internal email dated 19 October 2022 the landlord noted that it had given approval for a permanent move for the resident due to her "extreme"

vulnerability with ongoing medical issues as well as “continuous” ASB suffered over the years from a neighbour in the property. It gave details of the property and area required – the restricted area was noted as being required due to the medical support she required for health purposes.

48. On 7 November 2022 the landlord issued its final complaint response under its formal complaint procedures to the resident, The main points were:

- a. A survey has found there was superficial damage to plaster and condensation-related damp due to poor thermal performance of the property. It had engaged a contractor to install new double-glazed windows to improve the thermal efficiency of the property. Its contractor had advised that the initial installation date had been cancelled by the resident and the windows were in storage.
- b. It understood that the resident’s medical issues might be affected by repair works and it had discussed a decant with her whilst the works were undertaken. It understood it had offered the possibility of a permanent decant to her.
- c. It had found that the level of communication with the resident was “not acceptable”, and she had not been made adequately aware of its proposed actions and had been provided with conflicting information from several departments. It apologised for that oversight.
- d. It said it was its intention to install the windows and carry out internal repairs to the property on 9 January 2023 and expected the work to take one week. It offered her temporary alternative accommodation for the period 9 to 16 January 2023.

49. The landlord signposted the resident to the Ombudsman.

50. In an internal email dated 11 November 2022, the landlord noted that the resident was disappointed by the January 2023 installation date, she was keen to get them installed as she felt that would help make the flat warmer.

51. On 7 December 2022 the landlord noted the whole of the building had been identified “with a structural defect impacting residents in their individual properties”.

52. When the resident approached the Ombudsman later that month, she said the mould and damp in the property was “intolerable”. She explained there was “green and black mould in son's bedroom. We have patches of black mould in the kitchen, and in the front room. I have black mould in my room. It is not good for my health. Black mould spores are dangerous. I don't want to have guests over to my home because I find it so disgusting. It is no good for me mentally. It feels dirty. It is horrid going to sleep in a room with black mould on the ceiling

and walls. We bleach all the time but then it just comes back. There are cracks in the walls in every room". The resident said that she had been promised a permanent decant in August 2022, but the final complaint response did not mention this. She said the offer of a temporary decant was "inadequate" because the damage to her property was "significant".

53. In an internal email dated 3 January 2023 the landlord noted contact from the resident in which she had explained the stress of living in the property and awaiting a move coupled with her own poor health as well as caring for a partner in poor health and caring for offspring which was impacting her own fragile multiple health conditions.

54. The resident subsequently told the Ombudsman the outcome she was seeking was a permanent move to a ground floor property. She explained she was "very, very unwell" and, for that reason, had to stay within the catchment area for her GP. She said it was a "full-time job" chasing the landlord and that she wanted the "nightmare to end" so she could concentrate on her health.

## **Assessment and findings**

### *The resident's reports of damp and mould as well as cracks in the walls of the property*

55. The landlord has been aware of the subsidence since a least 2017 which had caused external cracks to the building. By late November 2018 it was aware of internal cracking to the walls. In the first half of 2022, three separate surveys took place relating to damp and mould, ventilation, and the structural movement of the building. These surveys identified internal cracking of the walls and ceilings, damp and mould in every room (apart from the bathroom that had recently been redecorated); extractor fans that did not operate effectively; and windows that were "beyond repair".

56. Despite the landlord having a repairing obligation in relation to the ceilings, walls and windows, it took no action to alleviate the acknowledged poor conditions that the resident and her family were living in. Instead, the landlord appears to have focussed on whether it would dispose of the building and, while that might have been a reasonable issue to consider, it did not release it from its repairing obligations. The landlord should have taken action when it became aware of the poor state of the internal ceilings, walls and windows to ensure that they were kept in a reasonable state of repair whilst awaiting either the major works or the decision to dispose of the building. It was not appropriate for the landlord to leave the resident living in a property with the walls and ceilings in a poor state of repair over such a long time period.

57. The evidence demonstrates that the resident and her family have been living in a property with cracked internal walls since at least November 2018 and with damp and mould in most rooms since at least the end of 2021. It was aware that the situation was worsening from February 2022 when it noted that new cracks had appeared and there was increasing damp and mould. The landlord itself recognised the dire condition of the property noting that the internal living conditions of the property were “not great” and, most telling, its relief that this was not a disrepair case in August 2022.
58. In the course of events the landlord agreed to replace the windows to try to improve conditions in the property. That was a reasonable step to take. There was delay in replacing the windows and the evidence suggests that that was due to the resident refusing their installation. However, there is no evidence the landlord took action in relation to the cracking, damp and mould. The landlord’s failure to carry out these repairs along with the resident’s significant vulnerabilities amounts to severe maladministration.
59. In relation to the failures identified, the Ombudsman’s role is to provide fair and proportionate remedies where maladministration or service failure has been identified. In considering this the Ombudsman takes into account our Dispute Resolution Principles: Be Fair, Put Things Right and Learn from Outcomes as well as our own guidance on remedies.
60. The Ombudsman recognises that some of our residents’ circumstances mean that they are more affected by landlords’ actions or inactions than others. This might be due to their particular circumstances, or as a result of a vulnerability. Consideration of any aggravating factors (such as a resident’s poor physical health) could justify an increased award to reflect the specific impact on the resident. It is evident that great distress and inconvenience has been caused to the resident and her family for which financial compensation is appropriate as follows:
- a. Impact on the resident and her family’s use and enjoyment of the property after damp and mould had been identified:  
  
February 2022 (allowing the landlord time to carry out repairs) to date - 78 weeks at 30% of rent of approximately £106 a week: £2,480.
  - b. Distress and inconvenience caused to the resident and her family by the landlord’s failure to carry out repairs identified in November 2018 and subsequently: £2,500.

*The resident’s request for a permanent decant*

61. The landlord recognised in January 2022 that a move was required and approved a long-term decant the following month. In August 2022 the resident

said that she wanted a permanent move due to her ill-health. This was put forward for approval by the landlord and approved at the end of the following month. The action taken by the landlord in respect of those decant decisions was reasonable.

62. It is understandable that the landlord might not have had a suitable property readily available in its housing stock and the evidence suggests that it made the resident aware that there was no certainty about when or of a property might become available. We cannot say with any certainty that a permanent decant would have gone ahead if communication within the landlord had been reasonable. However, there was no evidence that demonstrated the landlord had acted in line with its decant policy by having an internal discussion to decide on a way forward when there was no suitable property available including consideration of a temporary decant or looking at upcoming vacancies. That was a failing.
63. The evidence shows that separate teams deal with repairs, planned works and decants. This is a common approach, but landlords must ensure that their specialist teams do not work in silos and that there is collaboration and co-ordination in managing cases that span across specialisms. The evidence suggests that there was a lack of joined up working between teams because the landlord's communication with the resident about the decant was not a true reflection of the decisions made. In July 2022 it mentioned that a decant "might be required" when a long-term decant had already been approved. There was no evidence that the landlord told the resident a permanent decant had been approved in late September 2022 and the final response refers only to the "possibility of a permanent decant". This would have caused frustration and great distress to the resident who, as the landlord acknowledged, had "extreme vulnerabilities".
64. Mention must also be made of the landlord's apparent attitude to the decant. Wording in internal emails refer to "I do not have any two bedroom properties" and "I think we are all getting way ahead. Permanently or not, there are no properties and I will only offer like for like". The tone of these emails gives the impression of a possessiveness of the housing stock by the allocations team and a dismissive attitude towards the resident. Such an approach does not suggest that the landlord's staff was working together to reach a suitable outcome for the resident.
65. Overall, this and the landlord's poor communication with the resident about the decant means that its handling of this matter was not appropriate. That was maladministration. Financial compensation of £500 is appropriate for the evident frustration and distress caused to the resident.

### **Determination (decision)**

66. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration by the landlord in respect of its response to the resident's reports of damp and mould as well as cracks in the walls of the property.

67. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration by the landlord in respect of its response to the resident's request for a permanent decant.

## **Reasons**

68. The landlord should have taken action to ensure the internal ceilings and walls were kept in a reasonable state of repair whilst awaiting either disposal of the property or major works to remedy the subsidence. It was not reasonable for the landlord to leave the resident living in a property in a poor state of repair over such a long time period.

69. The action taken by the landlord in respect of the decant decisions was reasonable. However, its communication with the resident about the decant was poor suggesting a lack of joined up working between the teams.

## **Orders**

70. The landlord should take the following action within four weeks of the date of this report and provide evidence of compliance to this Service:

- a. The Chief Executive to write to the resident with an apology.
- b. Pay the resident direct the sum of £5,480 made up of
  - i. £2,480 for the loss of enjoyment of the property.
  - ii. £2,500 for the distress and inconvenience caused to her and her family.
  - iii. £500 for the impact on the resident as a result of poor communication about the decant.
  - iv. These payments should not be offset against any rent arrears.
- c. A senior member of staff to write to the resident (or meet with her if that is her preference, to be followed up in writing) with the following information:
  - i. What interim repairs will be carried out to the property if she was to remain there pending a permanent decant.
  - ii. Whether a decant in those circumstances would be appropriate and how the landlord would facilitate that.

- iii. The options for a move to a suitable ground floor property preferably within a reasonable distance from the resident's healthcare providers.
  - iv. The landlord should consider what additional steps it may be able to take to facilitate a permanent (or temporary) move away from the property including, potentially, a management move.
- d. Provide evidence of its learning in relation to this case (referred to in the stage one complaint response where the landlord said it would learn from this experience and work to improve its service in the future).
  - e. Provide a follow up report to the Ombudsman within three months of the action taken in regard to this case and next steps, if appropriate.
  - f. Carry out a self-assessment for damp and mould against the recommendations of the Ombudsman's Spotlight report.