

Housing

Ombudsman Service

REPORT

COMPLAINT 202119227

Lambeth Council

31 May 2023

Our approach

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

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

The complaint

1. The complaint is about the landlord's:
 - a. Response to reports concerning repairs to a leaking pipe and subsequent damp and mould.
 - b. Record keeping.
 - c. Complaint handling.

Background

2. The resident is a tenant of the landlord. The resident lives in a three bedroom maisonette flat and the tenancy began on 11 May 2015. The landlord has no recorded vulnerabilities for the resident.
3. Section 2.16 of the tenancy agreement states under the landlord's responsibilities "If we do not meet our responsibilities under the tenancy agreement, you can do the following - Contact your housing office to make a complaint. Use our complaints procedure (you can get details of the complaints procedure from your housing office, or from the Council website). Speak to your local councillor. If you are dissatisfied with the Complaints Procedure, you can contact the Local Government Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.
4. Section 5.1 of the tenancy agreement states the landlord "will maintain the structure and outside of your Property".

5. Section 5.2 states “We will maintain your Property's drains, stack pipes, gutters and outside pipes”.
6. Section 7.2 states “We will also do any decorating which is needed because we have carried out repairs which are our responsibility, or improvements. If we decide to do so, we may give you a reasonable allowance to do it instead. This does not apply where the works were necessary because you had breached your tenancy obligations.
7. The landlord operates a two stage complaints process. At stage one, the landlord will respond within 20 working days and at stage two, it will respond within 25 working days. If there will be a delay in the response, the landlord will inform the resident, explain why and when to expect the full response.
8. The landlords repair policy states that it has five types of repair categories:
 - a. Urgent emergency repairs will be made safe within two hours and fixed within 24 hours.
 - b. Emergency repairs will be fixed within one working day.
 - c. R1 routine repairs will be responded to within seven working days (or three days for certain qualifying repairs under the Right to Repair regulations).
 - d. R2 routine repairs will be responded to within 28 working days.
 - e. Planned repairs will be responded to within 90 working days.

Evidence provided for Investigation

9. During this investigation the landlord was asked to provide evidence of its repair records and correspondence with the resident. The landlord has provided limited information to this service in response. It stated it was unable to do so due to a change of third party providers for its contact centre so previous records are unavailable and information being held by individual staff members who have since left the organisation. The investigation has therefore mostly relied on the evidence provided by the resident which has consisted mainly of email correspondence.

Scope of the investigation

10. The resident made a complaint to the landlord in 2017 regarding repairs to her property and one of the repairs was regarding a leaking drainage pipe which was enclosed in the back room of the property. The landlord considered this complaint and issued a stage two response on 28 November 2017. In that response the landlord concluded the leaking drainage pipe repair was still outstanding, apologised to the resident, stated the repairs would be completed and offered £380 compensation to the resident.

11. This service has seen sight of emails between the resident and the landlord in 2017 and 2018 showing that the resident was in further contact with the landlord regarding the outstanding repairs required to the leaking pipe.
12. This service has not been provided with any correspondence from 2019 so this investigation will begin from the first correspondence seen by this service from 2020. This correspondence is from May 2020 which is within six months of the resident informing the landlord she was making a new formal complaint.
13. It is recognised the situation was distressing for the resident. The timeline confirms it had been ongoing for a considerable period of time. This Service does not doubt the resident's comments on the effect this had had on her health but this Service is unable to draw conclusions on the causation of, or liability for, impacts on health and wellbeing as these are matters more usually considered by legal proceedings. However, this Service has considered the general distress and inconvenience which the situation has caused the resident.
14. The resident has stated there was an outstanding repair to a window in her children's bedroom and this repair had also been outstanding for many years. The resident has confirmed the window was repaired in early 2021. The resident brought this to the attention of the landlord during her correspondence with the landlord during the complaints process but this was not considered by the landlord in its complaint response.

Summary of Events

15. On 21 May 2020 the resident emailed the landlord regarding outstanding repair issues to the leaking pipe in her back room. In this email the resident stated there had been several previous visits by the landlord's surveyors and contractors. The resident stated that during a previous visit a camera had been put down the pipe going through the wall in the backroom and establish the pipe was damaged and needed to be replaced. It is not clear from the evidence provided when this inspection took place.
16. The landlord responded on 28 May 2020 to say it had brought the matter to the attention of the repairs team and they would be in touch with the resident.
17. The resident responded on 28 May 2020 to say she had been contacted by the landlord and a visit to the resident's property was arranged for 2 June 2020 to have a look at the outstanding issues. No further information has been provided regarding the outcome of the visit.
18. On 9 September 2020 the resident emailed the landlord and stated an inspection by the landlord's contractors on the damaged pipe in the resident's back room took place in June 2020, this was followed by two more visits from its contractors. The resident did not confirm which dates these additional visits took place. In her

email the resident stated she had chased the works during the month of August 2020 with the landlord

19. The email sent by the resident to the landlord on 9 September 2020 was titled "complaint" and told the landlord she was requesting to be financially compensated for not being able to use her back room in the property for five years due to repair delays, slugs coming into the room and the wood that encapsulated the pipe going through the room was rotten. The resident also stated she was not prepared to have more inspections take place as there had already been countless inspections done and the landlord had all the information needed to complete the works.
20. The landlord responded to the resident on the same day and told her that her email would be escalated to the repairs manager. The resident responded back the same day to request the process for seeking compensation. The landlord asked the resident to send details of the compensation she wished to claim and said it would be forwarded onto the appropriate area.
21. On 10 September 2020 the resident responded by email to the landlord and stated she had not been able to use her back room for the past five years due to the ongoing repair issues, damp and mould in the room, the landlord's contractors missed appointments and the lack of communication from the landlord and its contractors and wished to be compensated for these issues.
22. The landlord responded to the resident on 11 September 2020 and asked if it was correct in concluding the resident wanted to claim compensation for not being able to use the room for five years. The resident responded by email the same day to say that was correct.
23. There is no evidence provided from the landlord regarding its next steps but on 21 September 2020 the resident emailed the landlord to confirm a contractor visited the property to check how the leaking pipe in the back room was to be rerouted to stop the leak. On arrival the contractor said it was a job for a roofer and he could not proceed. The resident reiterated her request to the landlord for compensation.
24. The landlord responded the same day to say her concerns had been brought to the attention of the Head of Repairs.
25. On 22 September 2020 the repairs manager wrote to the resident to explain that enquiries had been made with its contractor and they would provide a detailed response including the outstanding works to be addressed and the resident would be updated the next day.

26. There is no evidence provided by the landlord to show if the response was issued to the resident or what works were identified to be carried out. The resident has not stated if she received this response from the landlord.
27. On 21 October 2020 the resident emailed the landlord to say she was called the previous week by scaffolders asking where scaffolding was to be erected to complete the window repair in the children's bedroom. The resident had a discussion with the contractor about the location of the scaffolding. There is no evidence the scaffolding was erected or that the repairs took place.
28. The resident also stated that she had not received an update regarding the repairs to the backroom. The resident informed the landlord she would be off work the next week if the repairs could be done within that time and that she was concerned winter was approaching with the situation in the backroom and child's bedroom not yet resolved.
29. No records have been provided by the landlord to confirm when repairs took place but on 16 December 2020 the resident emailed the landlord to say the pipe in the back room was changed in October 2020 and that the following works were still outstanding:
 - a. Roof slates that were removed as part of the repair had not been replaced.
 - b. Removal of the rotten wood that had hid the pipe, replastering and redecorating the room.
30. The resident said she had not heard from the landlord regarding an appointment for these works. The resident restated she was looking to be compensated for the loss of the room for the previous five years.
31. On 23 December 2020 the resident contacted the landlord to say she had not had a response to her email on 16 December 2020. The landlord responded to say the officer dealing with her case was on leave until 29 December 2020 and asked for the officer to provide an update to the resident then.
32. On 11 January 2021 the resident contacted the landlord to say she had not had a response from the landlord and felt these repairs had taken longer than they should.
33. On 28 January 2021 the landlord contacted the resident to see if she had received the response from its officer in December 2020 and the resident replied the next day to say she had not and wanted to move forward with her claim for compensation. The resident stated:
 - a. She had been waiting almost six years for the repairs to her back room
 - b. During that time she has been chasing appointments and updates.

- c. There had been several missed appointments, and no one notified her that the appointments were cancelled or would not be attended.
 - d. She had taken time off work for appointments that were not attended to by the landlord's contractors.
 - e. The landlord had sent contractors without notifying the resident and therefore she had been at work and not available at her property.
 - f. Had provided photographs and videos to the landlord and had many inspections done but the work remained outstanding.
 - g. The issues had affected her health causing stress and anxiety.
34. The resident contacted the landlord on 23 February 2021 to say she had not received a response from the landlord to her email on 28 January 2021 and said she would escalate her complaint to the next stage as was not getting a resolution.
35. There is no evidence provided by the landlord of what it did in response to the resident's email and concerns but on 25 May 2021 the resident contacted the landlord regarding the landlord's surveyor who visited the resident's property in April 2021 to understand what the outstanding works were. The resident said she had not heard from the surveyor or the landlord since that visit. The resident also asked about the progress of her compensation request.
36. On 2 June 2021 the resident emailed the landlord regarding a conversation she had with the landlord the day before about her compensation request, the resident stated she would like to be compensated for:
- a. The loss of use of the backroom and this to be calculated based on the rent she has paid during the six years she has been unable to use the room.
 - b. Time spent on missed appointments, chasing appointments and overall chasing the landlord to repair the property.
 - c. The stress, anxiety and worry the situation has caused.
37. The landlord responded on 9 June 2021 and asked the resident:
- a. To provide the dates for which she wanted a rent refund.
 - b. To confirm if she received the compensation offered in the review response. For clarity in this report the review response referred to by the landlord is for the stage two response issued in 2017 and offered the resident £380 in compensation .
 - c. To provide the dates of missed appointments on a missed appointment claim form and to let the landlord know if a copy of the form was needed.

38. The resident responded to the landlord on 11 June 2021 and stated:

- a. She would like a refund back for weekly rent paid starting from week beginning 30 November 2015 to present specifically for not being able to use the back room.
- b. She did receive the compensation from the review response. However, the same issues were still ongoing to date, with the exception of the window which was only completed in early 2021 after many years of chasing appointments. The resident also added that the compensation received was for the delays for completing the works for the drainage pipe and plastering in the back room which was still outstanding, and she has not been compensated for the stress, worry and anxiety over the years that have followed.
- c. She had made it clear over the years every time appointments have been missed. At this point, she would not be able to go back and name all the missed appointments over the last five or six years. She had reported many missed appointments to the landlord and had never been offered a form to fill in to be compensated for missed appointments. She asked for a copy of the form so it could be completed for the most recent missed appointments that she had dates for. The resident asked that as part of the decision making, her repair records were checked as she was sure there would have been notes for missed appointments and wrong operatives being sent out to her.

39. The landlord responded to the resident on 18 June 2021 and stated to the resident that given the length of time since the review in 2017, a formal complaint would need to be logged so it could be fully investigated through its complaint process. It asked the resident if she could confirm the current state of affairs and her desired outcome for the matter to be resolved.

40. The landlord responded the same day to say she felt she was being sent in circles by the landlord and her previous emails had made her requests clear to the landlord. The landlord responded the same day and confirmed it would log a formal complaint.

41. The landlord issued its stage one response on 19 July 2021 and in the response the landlord stated its records showed:

- a. A work order was raised on 31 October 2016 to carry out repairs to water outlet pipe from the flat roof area to the left hand side of the flat.
- b. A work order was raised on 25 January 2017 to renew drainage pipe from the flat roof to left hand side of flat.

- c. A work order was also raised on 25 July 2017 in relation to the study rear left corner, to clear roof of all vegetation, inspect and repair damage to roof.
- d. A work order was raised on 25 July 2017 for damp remedial works which included a mould wash, replaster & redecorate the study room.
- e. A work order was raised on 24 November 2017 to address repairs on the outlet pipe in the back room.

42. In its findings the landlord partly upheld the resident's complaint as it acknowledged there had been some attempts to repair the resident's home prior to the complaint. The complaint response did not go into any further details or explanation to the resident.

43. The landlord stated compensation for delays would be calculated upon completion of the repairs and further details would be sent to the resident.

44. In response to the landlord's stage one complaint response the resident emailed the landlord on 19 July 2021 and stated:

- a. She felt the complaint should have been fully upheld and asked the landlord to clarify the attempts to repair her home prior to the complaint being made. The resident stated any attempts to rectify the issues in her property with the pipe in the back room had come after her constant calls and emails to the landlord and span back to 2017.
- b. She felt that her emails sent in 2020 served as her second complaint to the landlord and the only work carried out since sending those emails was plastering of the walls in the back room which the resident felt was pointless as the issues with the damp walls had not yet been addressed so the damp was reoccurring.
- c. When making her complaint in September 2020 she had asked to be compensated for the number of weeks she was unable to use the back room since 2015 and as more time had passed since making the complaint and with the repairs still being outstanding she requested the landlord take those additional weeks into account.

45. The resident emailed the landlord on 26 July 2021 to ask for her complaint to be escalated to stage two. In the request the resident:

- a. Refuted the statement of the complaint being partly upheld due to attempts to repair the property before the complaint and disagreed as all attempts to have the property repaired has been through her efforts of calling, emailing and complaining throughout the years.

- b. At no point had she been contacted about her repair issues without her first calling the landlord or its contractors.
- c. Requested clarity on when attempts were made to rectify the pipe repairs in the property in respect to the back room.
- d. Six years have passed, and the repairs were still outstanding, and the landlord had put her under undue stress and anxiety for many years.

46. The complaint was escalated to stage two on 26 July 2021 and the stage two response was issued on 31 August 2021. In the stage two response the landlord stated:

- a. It had contacted the resident about the status of the repairs referenced in the stage one request and that she was still waiting for repairs to the back room which after chasing by the resident had been booked in for 23 August 2021 with redecoration to follow.
- b. Noted most of the works orders relate to 2016 and 2017 and because of the length of time that had passed the repairs team could not objectively review the quality of those works. It would raise repairs for anything currently outstanding and noted the resident had stated there was still outstanding repairs to the roof.
- c. Following an inspection, a works order was raised to re-route the rainwater pipe to the external rear elevation and block off the old internal pipe that was causing the problem, and this was completed on 30 October 2020. The final decoration had been booked in for 4 September 2021.
- d. Noted the resident's comments regarding contractor no shows and incorrect contractors being sent. Having considered the information sent by the resident it apologised for any distress or inconvenienced cause.
- e. Stated although steps had been taken to address the issues between 2016-2019 it offered the resident £780 in compensation for the inconvenience, distress and delays caused.

47. The resident responded to the stage two response on 15 September 2021 and said she felt:

- a. The entirety of her correspondence with the landlord had not been looked over.
- b. Felt the fact that the initial repairs were from 2017 and could not objectively be reviewed was the reason for her complaint as these were the same jobs she had been waiting for the last five years and had to frequently chase the landlord for.
- c. The offer of compensation was not enough and did not address her claim for compensation for apportioning back rent for the back room and failure

by the landlord to understand the impact on her and her children's quality of life.

Post complaint.

48. The landlord has stated to this Service that there are no outstanding repairs in relation to the pipe in the resident's back room. The resident has stated that as part of the repair works carried out on the pipe in the back room there were roof tiles displaced to enable the works to be completed and these had not yet been replaced by the landlord.

Assessment and findings

The landlords handling of repairs.

49. In accordance with its repairs responsibility outlined in the tenancy agreement the landlord is responsible for the structure of the property which includes the pipework and windows. It was therefore required to investigate reports of any issues and take appropriate action to investigate and resolve these issues in a reasonable time. The Ombudsman's spotlight report on complaints about repairs details the good practices that landlords should follow in respect of repairs including keeping records of resident's reports, contractors inspections and repair outcomes.

50. It is noted as background to this investigation that the resident initially reported a leak in 2015, and that she previously made a formal complaint regarding the issue in 2017. This investigation has however primarily focussed on the landlord's handling of the resident's recent reports from May 2020 onwards which were considered during the landlord's recent complaint responses. However, the resident's contact with the landlord following its formal complaint response in 2017 have been considered as context in respect of the landlord's handling of the issues raised from 2020 onwards.

51. The landlord has provided very little evidence to this service of its investigations and subsequent repairs carried out at the property. The earliest evidence available shows the repairs were reported by the resident in 2016. The landlord in its complaint response on 28 November 2017 acknowledged the repairs to the pipe in the backroom was still outstanding.

52. Emails between the resident and the landlord on 26 September 2018 and between 12 December 2018 and 18 December 2018 show the resident had continued to chase the landlord for the repairs and the landlord has stated to this Service the final decoration of the back room following the repair to the pipe was completed on 6 September 2021.

53. There is no evidence provided by the landlord to show any successful repairs were made to the pipe in the back room during this time until the repair made to the pipe on 30 October 2020. Following the pipe repair it took a further eleven months for the redecoration of the backroom to be completed on 6 September 2021. The repairs had been outstanding for a significant period of time. From the date of the landlords complaint response on 28 November 2017 stating it was aware the repairs were still outstanding and completing the repairs on 6 September 2021 was a total of 953 working days (almost 4 years). Although the landlord has accepted this in its complaint response it has not provided the resident or this service with an explanation as to why the repairs had been outstanding for this long or shown any evidence that it handled the repairs appropriately or in line with its repairs policy.
54. The fact that the resident was still reporting the same issue three years after her previous complaint is unacceptable. There is no evidence that the landlord had learned from its stage two response in 2017 or that it had completed the repairs identified in that response.
55. There is limited evidence of the landlord visiting the property to carry out repairs to the pipe in the backroom. The evidence does show there was a visit by the landlord's contractors in September 2020 but on arrival determined a roofer was required for the repair to the leaking pipe. There is however no records provided from the landlord to explain what it did about this failed visit or how it tried to resolve the outstanding repairs. Whilst it is expected that the correct contractor attends a repair appointment, there are occasions when it can be established on an inspection that an unforeseen issue means a repair cannot be completed. The landlord would be expected to learn from this and ensure for the next appointment an appropriate contractor is sent and the resident is kept informed of the developments.
56. The landlord had failed to effectively fix the pipe in the backroom of the resident's property and put right the internal damage it has been aware of as a result for a significant number of years. The delayed response to fixing the leak and repairing the internal and external areas of the resident's home is inappropriate and falls significantly outside of the service that is expected in accordance with its repair obligations. The associated impact on the resident has been exacerbated over an extended period of time and amounts to a severe failing by the landlord.
57. Given that the resident has reported that there are still some repair issues from the backroom involving the roof tiles outstanding that were raised as part of this complaint, the Ombudsman has included an Order to address this as set out below.

The landlord's record keeping

58. The landlord has not provided evidence of its repair records and has not provided this Service with a reasonable explanation for being unable to do so. In its response to this Service the landlord stated it does not hold any records of telephone conversations between residents and its contact centre. The landlord has a third party contractor who handles the calls on behalf of the council and has stated that the repairs team have been unsuccessful in providing any call recordings in this case. As most of the correspondence and contact notes relate to the council's previous external contact centre provider. The landlord has not stated to this service when these changes took place and how it relates to the available records for the period of time covered by this investigation.
59. Although landlords may use a third party to provide elements of its service it is still the landlords responsibility to ensure its record keeping is at least to an acceptable standard. If third party providers are changed then the landlord must ensure records are securely transferred to ensure no information is lost that would lead to a reduction in the quality and speed of service the landlord should offer to its residents.
60. The landlord was asked to provide its records concerning its investigation into its repairs reports. The landlord informed this service that the surveyor managing the works related to this complaint had since left the council and it was unable to locate any correspondence that may have been sent from the surveyor's individual mailbox to the contractor at that time.
61. The landlord also stated it had completed a further check of its database of historical communications with its contractors and this also produced unsuccessful results. The landlord has not provided reasons why it was not able to provide these records from its database. The records provided to this service from the landlord were a works order from 19 August 2015, the final complaint response issued to the resident on 28 November 2017, its stage one response issued to the resident on 19 July 2021 and its stage two response issued to the resident on 31 August 2021.
62. The landlord sent a form to the resident for them to complete to list of missed appointments for the years since the repairs were reported is unreasonable as the landlord should have clear records of the date and times of appointments booked and the outcome of these appointments including non-attendance or cancellation.
63. In the same request the resident was asked to confirm the current state of repairs. It is the responsibility of the landlord as part of its investigations to establish what if any repairs remain outstanding.
64. The landlord has confirmed to this service that as part of changes it has made to its responsive repairs service it has introduced clear process maps which include

steps where records of its attendance to properties are captured. It has also automated the sharing of reports between itself and its contractors so all records of attendance including reports and photographs are recorded against the associated works order.

The landlords handling of the complaint.

65. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles. These are good practice guidance for use by everyone involved in the complaints process. There are only three principles driving effective dispute resolution:

- a. Be fair – treat people fairly and follow fair processes;
- b. Put things right
- c. Learn from outcomes.

66. The Ombudsman must first consider whether a failing on the part of the landlord occurred, and if so, whether this led to any adverse effect or detriment to the tenant. If it is found that a failing did lead to an adverse effect, the investigation will then consider whether the landlord has taken enough action to 'put things right' and 'learn from outcomes'.

67. When the resident emailed the landlord on 9 September 2020 the title of the emails used the word complaint but at no time did the landlord acknowledge this as a complaint or clarify with the resident if she would like her emails to be considered as a complaint. The resident in her email on 27 February 2021 stated to the landlord she wished to escalate her complaint and again the landlord did not acknowledge this as a complaint or ask if the resident wanted the complaint to be officially logged. A further email by the resident requesting an update to her compensation request was made on 25 May 2021 and email conversations about the compensation request took place between the resident and landlord on 2 June 2021.

68. It took until 18 June 2021 for the landlord to ask the resident if she would want her complaint to be logged as a formal complaint. This was 196 working days after the first email titled complaint was sent to the landlord from the resident.

69. The landlord made the process for the resident to have a formal complaint logged unnecessarily long and complicated. The resident in her emails had made it clear she was expressing a dissatisfaction with the service being provided by the landlord and how she would like it to be resolved but the landlord failed to recognise this and start the formal complaint process with the resident at the earliest opportunity.

70. It is expected an officer working in the corporate complaints unit would recognise when a resident is attempting to make a complaint and should handle it as per the landlord's complaint policy. Instead, the landlord did not take responsibility for the complaint and put the onus on the resident.
71. The resident told the landlord of the issues she was having with the window in her children's bedroom being replaced. This was brought to the attention of the landlord in her initial email titled complaint and in subsequent correspondence. The landlord failed to recognise this as a complaint and respond to this through its complaint process.
72. The stage one response was issued 217 working days after the resident's initial email titled complaint was sent to the landlord. In the response the landlord did not address any of the complaint points made by the resident. The response only listed a list of work orders made in 2016 and 2017 when the repair was first reported by the resident. It stated it had partly upheld the complaint on the basis that some attempts had been made to repair the home, but it offered no evidence that it had investigated the outcome of these repairs or why the resident was still reporting the repairs were outstanding. The landlord suggested compensation would be offered but delayed making an offer until the repairs had been completed. The stage one response was unacceptable as it failed to show it had investigated the complaint, failed to address the points raised by the resident, offered no explanation for its findings and failed to make an appropriate offer to the resident in an effort to resolve the complaint.
73. In the stage two response the landlord apologised to the resident for distress and inconvenienced caused by its contractors not attending the property as arranged or the wrong contractors arriving at the property. Although an apology in some circumstances may be an appropriate level of redress to a resident, in this case these issues added to the delays to resolving the repairs and added to the time and trouble for the resident. It also indicated failings in the landlord's record keeping to ensure that it fully understood the works required.
74. In the stage two response the landlord did not address the resident's individual complaint points. Although the landlord stated it had investigated her concerns it did not offer any further information about what was investigated since her complaint was made or offer any explanation or evidence of its findings.
75. In its stage one and stage two complaint responses to the resident, the landlord identified the delays in completing the required repairs had caused the resident distress and inconvenience and offered compensation. The landlord did not identify any further failings on its part and failed to show any learning from this complaint or give any explanation to the resident why the delays had occurred.

76. It also failed to acknowledge the delays in issuing its complaint responses to the resident, given that the issues spanned a period of years and the repairs were not completed within an appropriate timescale this further compounded the inconvenience to the resident and delayed resolving the outstanding matters.
77. The resident requested the landlord pay compensation based on her weekly rent and loss of the use of the backroom. The landlord has not provided an explanation or breakdown of how it calculated the amount of £780 offered to the resident as a goodwill gesture other than it was for distress and inconvenience. It is the view of this Service that the landlord's offer of compensation does not provide proportionate redress for the detriment suffered by the resident for a prolonged period of time. This Service has therefore made an award of compensation taking into account the circumstances of the resident's complaint, the resident's rental liability, and this Service's Remedies Guidance.
78. The resident's current rent excluding service charges is £128.70pw. The property comprises of six rooms. In relation to the backroom and the leaking pipe this service finds:
- a. The landlord should pay the resident 1/6 of the rental amount for the period of time the repair was outstanding from the stage two response issued to the resident on 28 November 2017 and the date the landlord stated the works repairs were completed on 6 September 2021. This equates to 197 weeks.
 - b. The compensation for the delayed repairs to the back room stands at £4225.65.
79. The significant failings of the landlords handling of the repairs to the property, its handling of the complaint and its record keeping cumulatively have caused significant adverse effect to the resident

Determination (decision)

80. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's handling of the repairs.
81. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlord's record keeping.
82. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was severe maladministration in the landlords handling of the complaint.

Reasons

83. The landlord took over 197 weeks since its complaint response in 2017 to complete the repairs to the pipe in the resident's backroom and complete the

required works to replaster and redecorate the room resulting in the resident being unable to use the room during this period.

84. The landlord failed to provide its records in relation to its correspondence with the resident, repair reports from inspections of the property or records of works ordered after 2017.

85. The landlord failed to recognise the resident was making a complaint in September 2020 and took 196 days to register the complaint. Once registered the landlord failed to show how it had investigated the complaint and explain its findings. It also failed to address the complaint points made by the resident or offer an explanation for its assessment of the compensation offered.

Orders and recommendations

86. Within four weeks of the date of this report the landlord is to pay the resident £6405.65 consisting of

- a. £4225.65 for the delay in resolving the damaged pipe and redecoration works in the back room.
- b. £700 for its record keeping
- c. £700 for its complaint handling
- d. £780 for distress and inconvenience to the resident (this is the amount already offered by the landlord).

87. If the landlord has already paid the resident £780 this should be deducted from the £6405.65 ordered. The landlord should provide evidence of compliance with the above to this Service.

88. The resident has stated there are roof tiles that were displaced during the repairs and not yet replaced by the landlord. The landlord is to undertake an inspection of the property to establish if there are any outstanding repairs that it is required to complete and provide the resident and this service with a report stating what the repairs are and a timescale for the repairs to be completed.

89. Apologise to the resident for the failures identified in this report. The apology is to be made by a senior member of the landlord staff and the resident is to be given the choice as to whether this is verbal or in writing.

90. Within six weeks of the date of this report, the landlord must consider the failings set out in this report which relate to the handling of the complaint and review whether improved processes or training of staff are required in relation to:

- a. Addressing complaints at the appropriate stage of the landlord's complaint procedure.

- b. Fully investigating and responding to all complaint points raised.
- c. Ensuring that accurate and up to date information on repairs is reflected in a complaint response.

91. The outcome of the landlord's review must be shared with the Ombudsman, also within six weeks.