

Housing

Ombudsman Service

REPORT

COMPLAINT 202124484

Lambeth Council

19 April 2023

Our approach

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

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

The complaint

1. The complaint is about the landlord's handling of:
 - a. The replacement of two living room windows.
 - b. The repair of the leak that caused damage to the living room window.
 - c. The associated complaint.

Background

2. The resident is a leaseholder with the landlord at the property.
3. The resident first reported a crack in one of the lounge windows in October 2018. He reported the same repair on 5 March 2019. The resident then complained to the landlord on 15 April 2019 that he had received no update on the repair. On 23 May 2019, the landlord apologised for the delay. It dealt with the complaint via its local resolution complaint procedure and arranged for a surveyor to attend the property.
4. The surveyor attended the property on 13 June 2019. They reported the window had been damaged by water ingress from the gutters. This had allowed water to penetrate the property and damage the external wall. The surveyor requested that the two lounge windows be replaced.
5. In February 2020, the landlord had only authorised for one of the two lounge windows to be replaced. In August 2020, the original surveyor told the resident they had authorised both lounge windows be replaced the previous year. The landlord, however, did not respond to the contractor's update that additional work would be required. This included removing plaster and bricks from around the window, as well as measuring the windows.

6. In October 2020, the landlord had scaffolding erected at the property.
7. On 9 March 2021, the resident raised a complaint to the landlord. He stated that the lounge windows had still not been replaced and the original repair had not been fixed. Despite this, the resident had been issued a charge for the works which the landlord had not carried out.
8. The landlord provided a stage one complaint response on 8 April 2021. It stated it partly upheld the resident's complaint. It said it would get back to him over the repair and charges issued to him. The resident requested his complaint be escalated.
9. At the final stage of the landlord's complaint process, it apologised for its delay in replacing the two lounge windows. It accepted responsibility for some of the delay but added that its service was then impacted by the COVID-19 pandemic. It stated it would refund the charge it issued to the resident, for the works it had not yet completed. It awarded the resident £125 for his time and trouble in reporting the complaint.
10. The resident received at least seven repair visits in over four years, before the windows were replaced in January 2023. They were fitted without the need for the original scaffolding that had been erected at the property in October 2020. However, the original leak that caused the damage was not repaired prior to the new windows being installed. The repair remains outstanding. The resident has reported that he is left with exposed brickwork and a stain from the penetrating water causing the wall to be damp.
11. The resident remained dissatisfied with the landlord's final response. He brought his complaint to the Ombudsman on 7 February 2022, stating his desired outcome was for the repair he reported originally in October 2018 be completed. The resident was also seeking to be compensated for the distress and inconvenience caused to him for the last four and a half years.

Assessment and findings

12. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles.. There are only three principles driving effective dispute resolution: Be fair – treat people fairly and follow fair processes, put things right, and learn from outcomes.
13. The Ombudsman must 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 resident. If it is found that a failing did lead to an adverse effect, the investigation will consider whether the landlord has taken enough action to 'put things right' and 'learn from outcomes'.

Policy and Procedures

14. The landlord's repair policy confirms that it is responsible for the guttering, windows including frames, sills, and vents. It has a five-stage response to repairs as follows:
 - a. EO1 is an urgent emergency that it will attend in two hours and fix in 24 hours.
 - b. EO2 is an emergency that it will fix within one working day.
 - c. R1 is a routine repair that it will fix within seven days.
 - d. R2 is a routine repair that it will fix within 28 working days.
 - e. R3 is a planned repair that it will complete within 90 days.
15. Within its repair policy, the landlord states that it will acknowledge a complaint within two working days. It will then provide a written response within 20 working days.
16. The landlord's complaint policy describes a three-level approach to the handling of its complaint's as follows:
 - a. Early resolution is where it will respond to a complaint straight away. It will agree actions to resolve the issue and set a timescale. It will not provide a written response to a complaint under this resolution.
 - b. Local resolution is its formal stage one complaint. It states it will provide a written response to the complaint within 20 working days.
 - c. The review is its formal stage two complaint. It states it will provide its final written response. It does not detail any timescale for its response.
17. The landlord's complaint policy states it will consider remedies for service failure that include unjustified delays and failure to follow its policies, rules, or procedures. Remedies include an apology, provide a service, and offer financial redress by compensation, refund, or a goodwill gesture. Within its schedule of refunds, it states it will consider £50 to £250 for time and trouble caused to the resident in making a complaint.

The replacement of two living room windows.

18. The surveyor that attended the property authorised for the two lounge windows to be replaced on 13 June 2019. In line with the landlord's repair policy, such a repair should have been completed within 90 working days. This took 1,315 days which is an unacceptable response by the landlord. It took eight months for the resident's initial complaint of 'a crack in his lounge window' to be responded to. The landlord did not respond to the repair until after the resident raised a complaint on 15 April 2019. The landlord managed the resident's complaint through its early resolution procedure. Its resolution was to provide the surveyor that attended on 13 June 2019. This was the correct solution to the resident's complaint at this stage,

although this solution should have been arranged much sooner. The landlord did state it was sorry the resident had cause to complain. However, it did not at this stage, in the Ombudsman's opinion, offer a proportionate remedy for its service failure. It would have been reasonable for the landlord to provide compensation to the resident for the avoidable delay in its response to the resident's complaint.

19. The landlord sent a contractor to assess fitting the windows in early September 2019. The resident then heard nothing for several months. His home insurance company contacted the landlord in January 2020. The insurer wished to identify the cause of the damage to the window and to confirm if the repair had gone ahead. The landlord emailed the resident's insurance company on 6 March 2020. It stated that the surveyor had updated the damage to the window was caused by ingress from the gutters. This had allowed water to penetrate and damage the external wall. The landlord stated it believed the works had been completed on 13 February 2020. This information provided by the landlord was inaccurate as the works had not actually been completed. This is evidence of poor record keeping that resulted in it providing a misleading update in its response to the repair. This in the Ombudsman's opinion would have reasonably led to the further delays in the works being carried out. This was because the landlord had recorded it had carried out works that it had yet to complete.
20. On 25 August 2020, the original surveyor updated the resident that the repair had been referred to them again. This was following the resident chasing the landlord for an update on the outstanding repair. The resident wanted to know why the windows had not yet been replaced. It was unacceptable for the surveyor to have to repeat the request for this repair at this stage. The landlord had already authorised that both windows be replaced more than one year before. The surveyor explained to the resident that the reason for the delay, was that the landlord had not responded to the contractor's request. The contractor identified there was further work required in carrying out the repair. This is evidence of both poor record keeping and poor communication by the landlord. This caused an unnecessary and significant delay to the repair and replacement of the resident's windows.
21. In October 2020, the landlord erected scaffolding for the repair and replacement of the windows to be completed. This scaffolding remained in place for a year and a half before being taken down again. This was without the repair, or the replacement of the windows being completed. This caused further distress and inconvenience to the resident. When the scaffolding was finally removed, he understandably believed that this would cause further delays to the repair as he would have to wait for the scaffolding to be put up again.
22. The exact dates have not been provided to the Ombudsman but the resident has confirmed he has been visited by contractors on at least seven occasions for the windows to be measured. In addition to this, the contractor also failed to keep two further appointments. The resident has spent a significant amount of time on the

telephone to the landlord trying to get an update. He has said he has been on some of these phone calls for 90 minutes at a time. He has sent emails asking for an update and has had to chase the landlord to get back to him. The evidence shows that the resident was promised on more than one occasion by the landlord that the works would go ahead. The contractors in attendance gave different reasons why they could not complete the repair. This including that the new windows were broken or stolen during transit. The level of service provided to the resident by the landlord during the replacement of the windows was unacceptable.

23. The windows were fitted at the property on 18 January 2023. The work was completed without the use of scaffolding. The resident had the inconvenience of living with scaffolding outside his property for 18 months which was not necessary to repair the windows. The Ombudsman has not seen evidence to show that the resident has been informed whether the charge he received for the work to be completed, included that scaffolding. The resident should have been informed whether he has been charged for scaffolding and he had been charged for this, the charge should have been waived as the scaffolding was not required in order to repair the windows.
24. The resident described suffering stress from the 'upheaval' in waiting for what he described as a 'simple request for a repair.' He did not understand why the repair did not happen within a reasonable time and to a good standard. The resident is now concerned for the quality of the workmanship. He is unsure the windows have been sealed from the outside. The landlord's response to the replacement of the lounge windows has been exacerbated by its poor communication. This has also been misleading as documented above in this report. It has failed to address the resident's concerns throughout. There have also been significant delays, which has had a considerable adverse impact on the resident for such a period. The landlord has not provided acceptable reasons for the delays. The circumstances also evidence poor record keeping. The landlord is to pay the resident £600 compensation in view of these issues. This is in line with the Ombudsman's remedies guidance, which sets out our Service's approach to compensation. The remedies guidance suggests awards in this range where there has been a failure by the landlord which had a significant impact on the resident.

The repair of the leak that caused damage to the living room window.

25. On 13 June 2019 the landlord identified the cause of this repair, some eight months after it was reported. At the time of the Ombudsman's investigation into the resident's complaint, four and a half years have passed, and the repair remains outstanding. This is identified as a routine repair and should have been completed within 28 working days. The original leak caused a crack in the resident's window. The landlord has replaced the windows four years later yet failed to complete the repair to the brickwork around the window. This may cause further damage to the new windows, as the problem remains unresolved. As a result of its continued poor

level of service and lack of communication the resident has been adversely affected. The resident has been left with exposed brick within his lounge. There is also a stain from the damp wall caused by the continuing penetration of damp. The resident has been unable to redecorate as a result due to waiting for the work to be completed.

26. The landlord has stated that the scaffolding will need to be erected again for it to carry out the repair work. It previously put the scaffolding up between October 2020 and April 2022 and did not complete the repair. This has caused the resident further frustration and distress. He is now having to wait again for the scaffolding and then for another survey before the repair go ahead. This is another significant delay. The landlord is to pay the resident £600. As above, this is in line with the Ombudsman's remedies guidance range of compensation for severe maladministration.

The associated complaint.

27. The resident made an initial complaint on 5 April 2019 which was resolved by the landlord within its early resolution stage of its complaint process. It provided a response to the resident's complaint 32 working days later, with an apology and an appointment for a surveyor to attend the property. In its complaint policy it states that early resolution complaints will be handled for issues that can be resolved straight away. If not, or if the resident request's a written response, the complaint will move to stage one of its formal process. 32 working days to respond to a complaint would not be reasonably regarded as solving the issue straight away. The resident also had to wait for a further three weeks for a surveyor to attend his property and assess the repair. This was poor service to the resident's complaint and not in line with the landlord's policy and procedures for complaint handling.
28. The resident then made a further complaint on 9 March 2021. The landlord provided its formal stage one complaint response 21 working days later. The landlord's complaint policy states it will acknowledge the complaint within two days and provide a written response within 20 working days. Therefore, although there was a slight delay in the landlord's response, the delay was not significant. However, the Ombudsman would have expected the landlord to comply with the Ombudsman's Complaint Handling Code. This came into effect in the beginning of 2021 and sets out the Ombudsman's expectations of landlords' complaint handling. The code requires the landlord to provide its stage one response to the resident within ten working days. The landlord's stage one response was in the Ombudsman's opinion, insufficient and unsatisfactory for the resident. It failed to fully address the resident's complaint. It stated it had referred the complaint to the contractor and would respond later to the resident, regarding the status of the outstanding repair and the charges it had issued to the resident. There was no evidence provided to this service that the landlord followed up on this promise. The

landlord had charged the resident for the work by this date, for the replacement of the windows that it had failed to carry out.

29. On 12 May 2021 the resident requested his complaint be escalated. The landlord provided its final response 27 working days later. This was on 20 June 2021. The landlord's complaint policy does not provide a date for which it will provide its final response. However, the code requires the landlord to respond to the resident within 20 working days. If it cannot achieve this deadline, then it should have explained the reason for the delay, apologised and set a new timescale for its response. The landlord did not do this, which was a further failing in its complaints handling, Although the delay to the final response was not significant, any delay would have added to the resident's overall distress and inconvenience as a result of the landlord's errors.
30. The landlord's final complaint response provided the resident with an apology. It accepted it was responsible for some of the delay caused to the repair and replacement of the windows. It explained that the COVID-19 pandemic had caused some of this delay. It awarded the resident £125 for his time and trouble in reporting the complaint. This was within its compensation policy. Although in the Ombudsman's opinion, this amount does not provide sufficient redress as it does not adequately reflect the adverse impact on the resident. The landlord also stated it would refund the charges issued to the resident for the repair it was yet to complete. The response by the landlord did not take into consideration that it had failed to carry out the repair. It offered no solution to the work being completed. It also failed to refund the charge to the resident as it had promised.
31. The landlord also stated in its final complaint response that it had instructed a new contractor to complete the works. From the date of the landlord's response, it took 570 days for the windows to be replaced. The repair to the brickwork, however, remains outstanding at the time of this report. In the Ombudsman's opinion, for the reasons described there is a finding of maladministration for the handling of the resident's complaint. This includes the poor levels communication, delays, failing to work within the guidelines of the Ombudsman's complaint handling code, failing to resolve the resident's complaint, or recognising the significant adverse impact caused to the resident. The landlord is to pay the resident £200 in respect of this aspect of the resident's complaint.

Determination (decision)

32. In accordance with paragraph 52 of the Scheme, there was severe maladministration in the landlord's handling of the replacement of two living room windows.

33. In accordance with paragraph 52 of the Scheme, there was severe maladministration in the landlord's handling of the repair of the leak that caused damage to the living room window.

34. In accordance with paragraph 52 of the Scheme, there was maladministration in the landlord's handling of the associate complaint.

Orders

35. The landlord is to apologise to the resident in writing within 28 days of the issue of this report. The apology is to be in line with this Service's guidance that it acknowledges the severe maladministration in the handling of the repairs and expresses a sincere regret for:

- a. Delays to replacing the lounge windows.
- b. Not completing the outstanding repair that caused the original damage to the lounge window.
- c. Its handling of the resident's complaint.

36. The landlord is to complete a survey of the outstanding repair as reported that caused the damage to the original lounge window, and to provide a schedule of works including timescales within 28 days of the issue of this report to complete the repair.

37. The landlord is to pay the resident the following compensation:

- a. £600 for its handling of the replacement of two living room windows.
- b. £600 for its handling of the repair of the leak that caused damage to the living room window.
- c. £200 for its handling of the associate handling.

38. The compensation is to be paid to the resident within 28 days of this report and is an addition to the £125 which the landlord has already paid to the resident.

Recommendations

39. The landlord should carry out an inspection of the works upon completion in respect of the repair and replacement of the lounge windows.

40. The landlord should review its complaint handling policy and make such amendments that carries out its handling of complaints in line with the Ombudsman Service's Complaint Handling Code. (Available to view on the Housing Ombudsman Service website).

41. The landlord should consider carrying out staff training to ensure that complaints are handled in line with its internal complaint's procedure and the Housing Ombudsman Service's Complaint Handling Code.