

**Housing Ombudsman  
Special Report on  
Southern Housing**

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# Introduction

The Housing Ombudsman makes the final decision on disputes between residents and member landlords. Our decisions are independent, impartial, and fair. We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

This special report follows an investigation carried out under paragraph 49 of the [Housing Ombudsman Scheme](#), which allows the Ombudsman to conduct further investigation into whether there is a systemic failure. The investigation was announced in June 2023 and began in July 2023.

Factors that may be indicative of a wider service failure may include, but are not limited to the following:

- a policy weakness,
- repeated service failure,
- service failures across multiple service areas,
- service failures across multiple geographical locations,
- failure to learn from complaints, or
- lack of oversight and governance to identify and act on repeated issues.

The decision to start this investigation followed a review of outcomes involving the landlord. In the 2022-23 financial year we found maladministration in 81% of findings involving complaint handling, up from 56% the previous year. In almost every case determined during 2022-23 where the handling of the complaint formed part of the investigation, we found the landlord had delayed unreasonably before responding to the complaint. This was supported by the two complaint handling failure orders (CHFOs), one issued in November 2022 (which was later rescinded just prior to this investigation beginning), and another issued in January 2023, for failing to respond to stage one complaints in a reasonable time.

We also found severe maladministration in eight complaints about the landlord between January and June 2023. A list of cases and details of the complaint category in which we found severe maladministration is included at [Annex B](#).

When this special investigation began, the individual complaint cases awaiting investigation included a high proportion of complaints about repairs (44%), and about leaks, damp and mould (24%).

This report provides insight to help the landlord strengthen its complaint handling and address the substantive issues giving rise to complaints, to help extend fairness to other residents and prevent complaints in future.

We also publish the report to help other landlords identify potential learning to improve their own services. This is part of our wider work to monitor landlord performance and promote learning from complaints.

The landlord engaged extensively with the Ombudsman as part of this investigation, and proactively sought to implement improvements from the determinations prior to the publication of this report. We commend the leadership of the landlord for its positive approach to learning from this investigation.

## Scope and methodology

We have considered all the cases relating to the landlord which were determined between June and October 2023, and whether they highlighted any systemic issues that went beyond the circumstances of those individual cases. Case references are included where these cases are referred to, and a list of cases can be found at [Annex A](#).

We have also considered complaints brought to the Ombudsman's attention since June 2023 to give an indication of current issues being raised by residents. We have not provided case references for, or drawn any conclusions from, these complaints as they are not yet fully investigated. However, they allow us insight into the current concerns of residents and how the landlord is now responding. We also reviewed complaint-related information available on the landlord's website.

We made evidence requests to the landlord which included:

### Complaint handling

- Complaints policy, procedure, customer leaflet(s) and staff guidance
- Complaint handling model
- Compensation policy, framework and matrices
- The landlord's past and current self-assessments against the Housing Ombudsman's [Complaint Handling Code](#) (the Code)
- Annual complaints information published in annual reports and to its boards from 2019-20 onward
- A snapshot of its current complaint caseload on a specific date, including:
  - A count of open complaints at each stage.
  - A count of open complaints at each stage which are overdue for a response, how long each has been overdue, and the current target date by which the landlord aims to respond.
  - Details of whether and when residents whose complaints are overdue for a response were informed of:
    - the reasons for the extension or delay, and

- the revised target date by which the landlord aims to respond.
- Staffing arrangements in place for handling complaints
- The landlord's performance against its complaint-related strategic objectives

### Merger-related information

- Any and all documents regarding the merger between Southern Housing Group Limited and Optivo which refer to complaint handling, such as strategies, risk assessments, consultations with staff and residents, etc.
- Commentary setting out the landlord's position on the complaint handling of both organisations pre-merger, any concerns or challenges identified and how these were addressed, whether any remain outstanding and the landlord's plans to remedy any remaining concerns or challenges.
- Commentary detailing any recent changes in policy, procedure or contractors.
- The landlord's plans to integrate information management systems
- 'Lessons learned' documentation from the landlord's management of the merger to date.

### Emerging themes from our casework

- The landlord's self-assessments against or responses to the recommendations in our Spotlight reports, including:
  - [damp and mould](#) (and its [follow-up report](#)),
  - [knowledge and information management](#),
  - [noise complaints](#), and
  - [engagement with private freeholders and managing agents](#)
- Policies and procedures, including:
  - Repairs
  - Damp and mould
  - Anti-social behaviour
  - Noise
  - Safeguarding adults
- The results of the landlord's most recent stock condition surveys.

## About Southern Housing

Southern Housing is a registered provider of social housing. It was formed as the result of a merger on 16 December 2022 between Southern Housing Group Limited (SHG) and Optivo.

According to the Regulator of Social Housing, it owns and/or manages over 70,000 homes across multiple regions: South East, London, East of England, West Midlands and East Midlands. Approximately 10% is 'supported' or 'sheltered' housing.

For the purposes of this report, 'the landlord' is used in reference to the actions of both previous organisations and the current organisation. We have referred to SHG and Optivo where relevant.

## Pre-merger

### Southern Housing Group

SHG saw a significant increase in complaints during the Covid-19 pandemic. In April 2020 SHG received a regulatory downgrade by the Regulator of Social Housing (the Regulator) because it considered governance and risk management needed improvement. The Regulator issued a further regulatory notice in November 2021 after finding that SHG had charged incorrect rents for several hundred properties between 2016-17 and 2019-20.

SHG initiated an 'efficiency drive', prompted by the regulatory downgrade and other factors, including fire safety and stock condition. This included a senior leadership restructure and a 'freeze' on recruitment, meaning posts which became vacant were not filled. The landlord says this ultimately caused detriment to service delivery and an increase in complaints, which it was not properly resourced to handle.

Poor contractor performance was also an issue with 80% of SHG complaints received from March 2020 onward about repairs. It introduced a dedicated repairs complaints team but could not adequately staff it. In addition, the customer relationship management system was not used consistently, preventing it from keeping residents updated, leading to further complaints.

### Optivo

Unlike SHG, Optivo did not record a significant increase in complaints during the pandemic. Optivo had a central complaints team, no backlog, timelier responses and sought to embed a positive complaints culture. It also had the highest grades for governance and viability from the Regulator.

## Merger

The consultation with residents began in June 2022. The landlord's position was that it could provide better, more cost-effective services by forming a single, larger organisation. Response rates were low which Optivo suggested "might reflect a lack of strong feelings for or against the merger" or "might be symptomatic of a scepticism about the degree to which residents can influence [the decision to merge]." SHG's analysis went further, finding that "There was quite a strength of feeling that what they said would not make an impact anyway". What responses they did receive focused on the potential impact on service delivery. Optivo found that "Residents in favour" cited potential improvements to services, most notably repairs and customer service." SHG noted that "generally respondents were positive about our intention to

bring more repairs in-house and appreciated the need for the merger in times of financial challenges.” Residents against the merger were concerned about the size of the proposed new organisation and that services would suffer, either short-term or permanently which, for some Optivo residents, was “founded on negative experience of previous mergers”.

In the same month, both SHG and Optivo started ‘due diligence’ investigations into each other to ensure that the benefits of the merger could be realised. Both organisations found evidence of significant damp and mould issues, including some properties in SHG’s portfolio which would “always have damp and mould issues unless regenerated”, whereas Optivo had a greater number of open disrepair cases than SHG. SHG were found to have significantly more open anti-social behaviour (ASB) cases than Optivo, and weak systems for recording ASB.

Ultimately, Optivo reported that there were “no significant issues” in housing operations or contract management including performance, service charges, nomination agreements and management agreements. However, it noted that more investigation was required to identify “differences in operational practices” and “gaps in our core policies,” but that this could be resolved by creating “a more holistic policy harmonisation programme post-merger.” Some policies and procedures, such as its complaints policy, were agreed for the new organisation and in place on day one of the merger or shortly thereafter. However, the landlord later acknowledged that it could have acted sooner to amend and clarify other policies, specifically its ASB and Reasonable Adjustment and Vulnerable Needs policies.

As part of this investigation, we asked the landlord for evidence of its approach to risk management around the merger. The landlord provided a screenshot of its merger risk register showing planned mitigations to manage a high risk of declining performance. Those mitigations included:

- setting clear divisions of responsibility
- reviewing and adjusting corporate targets
- increased monitoring of key performance indicators
- increased board scrutiny

It is not clear from the information provided whether the landlord believed these mitigations were adequate to reduce the risk to an acceptable level.



## Post-merger

The new landlord has the organisational values of:

Honest	Efficient	Accountable	Respectful	Trustworthy
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It also made a '[Customer service promise](#)' which includes references to:

- taking ownership
- demonstrating empathy
- timeliness
- keeping residents informed and
- using customer feedback to improve and put things right.

These were developed using a co-creation approach, previously adopted by Optivo in 2020, and carried over into the landlord's strategic plan for 2023-26. The landlord defines co-creation as, "...staff, residents, and stakeholders working together as equals to design brilliant services." This seeks to deepen a culture of listening to residents.

The post-merger landlord's organisational values are positive, demonstrate that it cares, and recognises that there is work to do to improve its culture regarding ownership of complaints and services. In its evidence to this investigation the landlord has provided evidence of major and ongoing workshops and training for staff to support this.

The landlord retained some systems and processes from both organisations before the merger, which it says has caused division, complexity, and detriment to service delivery.

The landlord inherited a large backlog of SHG repairs complaints and made it a strategic objective to clear this by December 2023. It made significant progress against this objective, responding to over 1,400 SHG complaints between April and December. The landlord recognises that it could have prioritised investment in its complaints function sooner.

The landlord acknowledged at the beginning of this investigation that contractor performance, "underutilised" information management and the lingering effects of SHG's 'efficiency drive' were still causing complaints, and that it was continuing to struggle with providing timely responses to complaints. More recently, it reports that it has dramatically improved the timeliness of its responses in the past year.

# Investigation Findings

Between 30 June and 31 October 2023, we issued determinations on 77 cases, relating to issues arising between October 2018 and September 2023.

It should be noted that all but four of the complaints under investigation had exhausted the landlord's complaints procedure before the organisations merged. The cases are listed in the table at [Annex A](#) which also sets out which 'legacy' organisation is relevant to the case.



Determinations

**77**

Excl Overall OSJ/Withdrawn  
incl Overall OSJ/Withdrawn **82**



Findings

**184**

Excl Overall OSJ/Withdrawn Determinations  
incl Overall OSJ/Withdrawn: **195**



Maladministration  
Findings

**137**



Maladministration  
Rate

**79%**



Orders Made

**300**



Recommendations

**83**

### Top Categories for Southern Housing

Category	# Landlord Findings	% Landlord Maladministration	% National Maladministration
Complaints Handling	62	94%	84%
Property Condition	50	72%	73%
Anti-Social Behaviour	22	77%	68%

Please see [Annex](#) for the full case list. This table does not include the findings of ‘outside jurisdiction’ or ‘withdrawn’

<b>Category</b>	<b>Severe Maladministration</b>	<b>Maladministration</b>	<b>Service failure</b>	<b>Redress</b>	<b>No maladministration</b>	<b>Settlement</b>	<b>Total</b>
Anti-Social Behaviour	2	9	6		5		<b>22</b>
Buying or selling a property			1				<b>1</b>
Charges		3					<b>3</b>
Complaints Handling	5	37	16	2	2		<b>62</b>
Estate Management		6	2	1	1		<b>10</b>
Health and Safety (inc. building safety)		5	1		1		<b>7</b>
Information and data management		3	1	1			<b>5</b>
Moving to a Property		1	1		1	1	<b>4</b>
Occupancy Rights					1		<b>1</b>
Property Condition	4	26	6	4	10		<b>50</b>
Reimbursement and Payments			1		2		<b>3</b>
Staff			1		4		<b>5</b>

# Themes Identified

The landlord has self-identified a lack of ownership in its complaint handling. Residents have noticed this too. One resident stated:

“There is no ownership from Southern Housing with no updates on the issue at all.” – *Online complaint form, October 2023.*

In the cases we investigated, we found a pattern of failure by the landlord to acknowledge, redress or demonstrate learning from its complaint handling problems. Delays were frequently caused by poor knowledge and information management. The effects of these delays on the landlord’s residents were further compounded by a failure to communicate adequately with complainants, contractors or managing agents. It also demonstrated a lack of empathy by failing to recognise that the delays in its complaint handling caused avoidable distress and inconvenience to residents.

However, the lack of ownership is not restricted to complaint handling but is seen across the landlord’s services in the cases we have handled.

We also found a pattern of failure in the landlord’s approach to managing risk to its residents. In ASB cases, it frequently failed to carry out risk assessments, as required by policy and procedure. It also repeatedly failed to manage the risks presented by damp and mould.

## Complaint handling

Our assessment of the landlord’s pre- and post-merger complaint policies and self-assessments, as well as our casework, identified concerns about:

- Accessibility and awareness
  - how to complain
  - identifying complaints
  - an informal complaints process
  - escalation to stage two
- Complaint handling delays

### Accessibility and awareness

The lack of adequate communication and ownership in complaint handling was apparent when looking at the landlord’s website during this investigation. There is information about the complaints policy and procedure on the landlord’s website, but it is not immediately obvious how to contact it to complain. Neither the landlord’s complaints policy nor its customer leaflet (“Putting It Right”) contain any contact details to use when making a complaint. Finding contact details still takes six clicks, albeit this is an improvement from the 14 clicks it took in October 2023. The ‘Compliments & Complaints’ page directs residents to use different contact details to

complain depending on whether the property was previously owned or managed by Optivo or SHG, putting the onus on residents to work out which of the numerous contact details to use to make a complaint after clicking through to find them. The problem is compounded for newer residents with tenancies commencing post-merger, who may not know which organisation historically managed their property without the use of the landlord's online postcode checker.

The two contact email addresses provided on the landlord's website - 'contactus@...' and 'service.centre@...' - are generic and seemingly not specific to complaints. This has the effect of blurring the line between service request and complaint, making the complaints process even less accessible. This may also be contributing to the landlord handling complaints 'informally' rather than registering formal complaints.

A resident contacted us in May 2023 saying that complaining to the landlord via one of these email addresses does not necessarily result in a complaint being registered. Another resident emailed the 'service.centre@' address to make a service request, then specifically asked to make a formal complaint two weeks later when the landlord had not responded. The landlord eventually responded to the service request but did not log or acknowledge the complaint about the previous lack of response.

We frequently hear from residents with evidence that the landlord has not logged or acknowledged their attempt to complain. We refer these complaints to the landlord and have seen examples of the landlord having no record of the complaint evidenced by the resident.

#### *Failing to raise stage one complaints and informal handling*

In our casework, we saw examples of the landlord not appropriately recognising complaints. In case 202016017 the resident complained that she had still not been set up on the landlord's systems properly, despite having purchased the lease two months before. This left her unable to pay her service charges and, crucially, unable to effectively report repairs to the landlord as it was unable to record these. The resident emailed the landlord clearly expressing dissatisfaction but did not use the word 'complaint'. Around two weeks later she emailed again explaining that she intended her previous email to be treated as a formal complaint. The landlord did not acknowledge this until a month later, six weeks after the resident's initial expression of dissatisfaction, causing the resident avoidable frustration.

In case 202123627, the resident wrote a letter to the landlord's contractor to complain about aspects of upcoming cyclical decoration work. The resident sent a copy of her complaint to local councillors, who sent the complaint on to the landlord. The landlord responded to the councillors but did not log a complaint. Emails between landlord staff recognised this failure later on, but did not acknowledge that in its complaint responses, provide redress or demonstrate learning from the failure.

In case 202117545, the resident reported ASB, and two weeks later expressed dissatisfaction with the landlord's handling of the case. The housing officer did not

recognise that this was a complaint and wrote setting out the status of the ASB case. It did not log a complaint until the resident submitted a further complaint two months later. In the Ombudsman's [Spotlight on noise complaints](#) we found this to be a problem across the sector. We recommended that landlords ensure information is provided as standard to residents who make noise or ASB reports about their right to make a complaint if they are dissatisfied with the landlord's proposal for handling the situation or the actions taken by the landlord to address the situation. The landlord's current ASB procedure states that the complaints procedure should be used if residents are dissatisfied with how their case has been handled.

Identifying new complaints within correspondence about existing ones is an important complaint handling skill. In case 202114016, the resident raised new complaints about window repairs and a rodent infestation in a stage two complaint about entirely separate issues. The landlord acknowledged there were two new issues, but then addressed the window repair complaint in its stage two response and failed to respond to the rodent issue at all.

The landlord's complaints policy directs service charge queries to its "service charge dispute resolution process" unless the issue is the standard of services provided. During this investigation, we were unable to find the policy on the landlord's website. The landlord says it was available on Optivo's website during this time. An updated policy for the new organisation was published on the landlord's website during April 2024.

In one case brought to the Ombudsman's attention during September 2023, the resident's complaint clearly included the standard and quality of chargeable works carried out in communal areas, which should have been logged as a complaint, but the landlord simply responded saying, "Our complaints process cannot be used for service charge disputes." We referred the complaint back to the landlord and asked it to respond at stage one, which it did in October 2023. Our [Insight report](#) (issue 16, July to September 2023) sets out key learning and guidance on service charges. The landlord says it has considered this report.

Residents also experienced obstructions caused by the landlord's attempts to keep a complaint informal. There were cases (202208944, 202113690, 202220933 and 202218998) where the landlord dealt with the complaints informally without the agreement of the resident. In 202218998, the landlord acknowledged a formal complaint, then responded informally failing to address the entirety of the complaint and, as our investigation report stated, "did not reassure the resident that it was taking ownership of the issues".

The landlord's post-merger complaints policy no longer contains an informal complaints process. However, during this investigation new cases were brought to the Ombudsman's attention showing that the landlord is dealing with some complaints as informal in all but name. The landlord still struggles to consistently identify complaints, and it continues to use an informal approach in some cases where it should have logged and acknowledged a stage one formal complaint.

Our [special investigation report](#) into Catalyst Housing, published 13 March 2023, found that informal handling of complaints led to confusion over the status of residents' complaints and sometimes undermined natural justice. Handling complaints informally misses the opportunity to achieve earlier resolution and to analyse complaint themes and trends to drive service improvement. It also risks issues being driven underground, without appropriate oversight.

As described above in this section, we have found the same failures with the landlord during this investigation. While it can be appropriate to deal with matters informally with resident agreement, the landlord's informal handling of the complaints we have seen has been inappropriate and unreasonable.

### *Barriers to escalating to stage two complaints*

We saw several cases where the landlord failed to recognise stage two complaints, despite each resident expressing dissatisfaction with the stage one response multiple times. In case 202110360, the resident complained about the landlord's handling of her reports of violent ASB and had to use the precise phrasing in the complaint policy before the landlord acknowledged that they were trying to escalate the complaint. In another case (202214697), the resident was experiencing leaks in every room of the property and had to try three times over two months before the landlord escalated the complaint. In 202126090, the resident complained that the landlord had not followed up as promised in its stage one response and requested a stage two review. The landlord failed to escalate the complaint appropriately, and after a lengthy delay, formally refused to do so without giving an appropriate reason.

In case 202122507 the resident requested a stage two review ten months after the landlord's stage one response, which was outside of the landlord's policy timescale of 20 working days for escalation. However, the landlord failed to provide any response to that request until the Ombudsman intervened two months later.

In one case brought to the Ombudsman's attention during the investigation, the landlord agreed with the resident to review their concerns about the stage one complaint without escalating. It did review the concerns but although the resident remained dissatisfied, the landlord did not escalate the complaint. Instead, it tried to arrange to meet the resident to discuss, then visited without an appointment, and then closed the case without further investigation or response.

There were two cases where we found evidence of a reluctance, even refusal, to accept requests for a review at stage two. In 202107312, the resident had complained about the landlord's handling of damp and mould, and its handling of her request for rehousing. The landlord delayed unreasonably for nine months in responding at stage two, and confusingly issued a second stage two response two months after the first. An instant message between landlord staff said:

"...we want to prevent Stage Two's [sic] where possible..."

In case 202224516, which was again about the landlord's handling of damp and mould, it failed to acknowledge the resident's request for a stage two review, which



she then chased twice. The landlord refused to escalate the complaint because a repair was due to be carried out. An email between landlord staff dated after the resident's stage two complaint said:

"We really need to stop this from going into a stage 2."

In another piece of internal correspondence on the same case, it said:

"We are trying to stop this complaint from escalating into a Stage 2."

The landlord may have been focusing on resolving the substantive issue. However, it must still respond to escalated complaints - resolving a problem and responding to a complaint are not mutually exclusive actions.

The landlord's current policy states, "There may be occasions when we won't accept a request to review a complaint, for example if the outcome being sought isn't within our power or ability to deliver." This is not a valid reason to not accept an escalation. Managing a resident's expectations of the outcome of the complaint is part of complaints handling. Having unrealistic or unmanaged expectations of the potential outcome does not mean that the resident's dissatisfaction with the stage one response is invalid, especially if that response was inadequate and did not sufficiently explain why the landlord cannot deliver the outcome the resident wants. It is also possible that the landlord has obligations to work with third parties on behalf of the resident to achieve the outcome, or that the landlord could take alternative action within its power or ability to mitigate an issue.

#### **Case study – 202120117**

Mr E is the shared owner of a flat in a medium rise block which was evacuated after a fire. The landlord carried out repairs and improvements to increase fire safety.

Mr E asked the landlord for assurances about the work and an EWS1 form, used to provide assurance to mortgage lenders on the safety of cladding.

The landlord said it was working with those responsible for providing the EWS1 form. Mr E complained about its response. It arranged to carry out a fire risk assessment but did not inform Mr E of its actions. This led Mr E to make a further complaint.

In its complaint response, the landlord said it was considering carrying out an EWS assessment on the building. It listed the various inspections and assessments it had carried out but did not give any details of its findings or actions it would take.

Mr E repeated his request for more information and evidence. The landlord delayed in escalating Mr E's complaint to stage two until the Ombudsman intervened almost six months later. It still did not provide any evidence to support its position that the building was safe and offered £50 for the response delay. Several months later, the landlord issued an EWS1 form for the building without any further communication with Mr E about the matter.

We found maladministration. Despite several requests, the landlord unreasonably failed to provide the assurance to Mr E and failed to keep him informed. The landlord failed to identify and respond to the complaint or escalate Mr E's complaint appropriately and did not provide adequate redress. We ordered the landlord to provide the assurances Mr E had requested, apologise, and pay a total of £900 compensation.

### **Delays in responding to or progressing complaints**

Residents were experiencing significant delays and lapses in communication prior to the merger, and this was reflected in casework escalating to the Ombudsman. We made findings of maladministration regarding delays in complaint handling in 31 (40%) of the cases assessed in this report.

In many cases where there has been a delay in responding to a complaint, the landlord had not explained to the resident why there was a delay, offered redress, or demonstrated any learning from the outcome, despite the residents chasing the landlord and/or contacting the Ombudsman for assistance while the complaint was still within the landlord's procedure. This included cases about mould, leaks and ceiling collapse.

In 202103763, it took eight months for the landlord to respond to the complaint. It told the Ombudsman that it had not wanted to respond until it had remedied the problem. The landlord acknowledged that it should have responded within its policy timescale setting out a clear action plan of how it intended to resolve the problems but did not explain this to the resident.

The landlord has confirmed that staff have not always been clear about who should respond to complaints, and have experienced difficulties with the complaints databases, acknowledging that this has caused delays in stage one complaints. In the stage two complaint responses assessed during this investigation, the landlord was unwilling to acknowledge that the time it took to assemble a panel and respond at stage two was sometimes unacceptable. This, coupled with the failure to provide appropriate redress for delays, characterised the landlord's handling of escalated complaints in the cases we have investigated for this report. There were examples where the landlord kept the resident informed in advance of delays in its response, but this approach was not applied consistently.

Landlord staff reported internally that there was "no sense of urgency" from the service delivery teams within the organisation to support complaint handling. The landlord recognises the need to get 'buy-in' from service areas to engage with the complaints process. This may be helped by the co-location of complaint handling staff within operational teams.

As set out in the introduction to this report, two CHFOs were issued which in November 2022 and January 2023 respectively, for failing to respond to stage one complaints in a reasonable time. Detail of these two CHFOs are set out below.

#### **202211864**

The resident complained in July 2022. The resident described himself as disabled and vulnerable. He had raised concerns about detriment to his health potentially caused by mould which he was unable to manage due to his disability. He also said there were draughts in the property. He said he was finding it excessively costly to keep his home warm and he was struggling to afford the bills. The landlord did not respond, and we issued a CHFO in November 2022.

The CHFO was rescinded as the landlord provided evidence it had responded to the complaint a few days before the deadline set by the Ombudsman. However, it remains that the landlord responded to the complaint 70 working days after the date on which the resident said he had complained, and 39 working days after the complaint was first referred to the landlord by the Ombudsman. This was far longer than the timescales given in its policy or the Code, and caused the resident to experience avoidable distress, inconvenience, time and trouble.

The complaint subsequently exhausted the landlord's complaints procedure and has been referred for investigation.

#### **202216144**

The resident had complained in December 2021 about the way the landlord had responded to reports of a roof leak and ceiling collapse. She contacted the Ombudsman in October 2022 saying the landlord had not responded and that it had not completed all necessary repairs.

The Ombudsman referred the complaint to the landlord in October 2022, and issued a CHFO in January 2023, three months later, when it still had not responded. The landlord requested that the Ombudsman withdraw the CHFO, attributing the delay to the resident because she had asked it to delay before carrying out repairs. However, delays in repairs are not a reason to delay a complaint response.

#### **Case study - 202127930**

The landlord and its contractor visited Mr K's home to investigate drainage problems in the block. It did not carry out any work. Two months later, Mr K

reported a leak entering his home from the property above. He subsequently complained about the landlord's actions and omissions.

Mr K was dissatisfied with his response at stage one and asked for a review at stage two. Three months later he chased the landlord for a response and contacted this Service when it had not responded after a further month. In the meantime, the landlord had carried out further inspections, but no repairs. The landlord incorrectly stated that the reason it had not escalated the complaint was because Mr K had not provided his reasons. He had, two months previously.

The landlord responded to Mr K's stage two complaint seven months after his request. The landlord apologised, acknowledging that it had taken too long to carry out repairs, and offered £600 compensation which included £100 for delays in complaint handling despite the response providing no explanation for the failure.

The reason for the entire delay in the response could not be identified in our investigation due to a lack of evidence – neither the resident nor the landlord had a copy of the stage one response.

We found maladministration in the landlord's handling of the drainage problems and in its complaint handling. We found that the landlord had not offered adequate redress or demonstrated effective learning from its failures, and that it had failed to apologise or explain the excessive delay in its response to his stage two complaint. We ordered £1,600 compensation, including £300 for complaint handling.

The landlord saw the merger as a key solution to resolve problems with complaint handling. It asked leaders to communicate clear expectations across the business and ensure a consistent approach to complaint handling. It also sought to find out the reasons why it was not following its complaints process consistently, including record keeping.

However, as of August 2023, it recognised that the 'legacy' organisations within the new landlord continued to manage complaints in the same way they did pre-merger, causing problems with timeliness and quality of responses. It also had problems properly resourcing the complaints team. The landlord provided a snapshot of its open complaints on 7 September 2023.



**Open stage one complaints**

1,096



**Overdue stage one complaints**

824



### Open stage two complaints

88



### Overdue stage two complaints

9

The landlord said that all the overdue complaints were inherited from SHG, and that most were more than three months overdue. It also explained that the number of overdue complaints had reduced from over 1,500 at the point of the merger. Most residents whose complaints were overdue at stage one had not been notified of an extension or reason for the delay. Some had been advised of the delay and given a new target date, but this had since elapsed. A random sample carried out by the landlord showed that in some cases residents had been updated but it had not recorded this on its systems.

In June 2023, a resident emailed the landlord's 'servicecentre@' inbox complaining about its response to damp and mould. It was over a month before the complaint was logged and acknowledged and, according to the resident, the landlord had still not responded more than six months later. In July 2023, an elderly resident contacted us when the landlord had not responded after two months, and again when it delayed in responding to her stage two complaint. This is an example of the themes identified around risk management, which will be covered in detail later in this report.

In another potentially high-risk case, a resident with a new-born baby reported heating and hot water problems before complaining two months later that nothing had been done. The landlord did not respond until the Ombudsman intervened. In August 2023, the resident said:

"Whenever I phone to complain or ask for a reply they don't return my call."

Whilst inheriting a backlog of SHG complaints, the landlord continued receive complaints across its stock post-merger at a slowly increasing rate, exacerbating the situation and potentially leading to the communication failures described above. As the landlord has recognised, it could have invested in its complaints service sooner and prevented some, if not all, of these failings.

The landlord expanded and restructured its complaints team in September 2023. Complaints teams are now 'co-located' within service delivery teams, which it says offers the benefits of a central complaints function with the advantages of having specialist complaint handlers within operational departments. Allowing complaint handlers direct access to the teams responsible for the service complained about should lead to a more effective response to complaints, and we look forward to seeing how this works in practice. The landlord has also carried out a project to try and improve how it demonstrates learning from complaints, and to implement more

timely remedies and improvements to avoid repeated complaints and service failures.

## Reasonable adjustments

In many of the cases we examined, the landlord had appropriate records of resident vulnerabilities. However, there were several examples of the landlord not appropriately acting on that knowledge when they had it.

In case 202111410, the landlord was aware of the resident's advocacy needs and that the local adult social care team had permission to discuss her rent account, repairs and tenancy issues. A contractor attended the resident's home one morning without appointment and was refused access; the landlord noted that the resident would not agree to morning appointments for undisclosed medical reasons. The landlord was unable to evidence that an appointment had been made or agreed with the resident, nor that it had been in contact with the resident's support team. It then continued to attempt to access the property without working adequately with the resident's support services, only rectifying the situation around three months later.

In case 202214149, the elderly resident did not use the internet and required written postal correspondence. During its investigation into her ASB reports, the landlord failed to consistently communicate in writing, including letting her know the case was closed.

In case 202205605, the landlord was aware of the resident's learning difficulty, which made email communication difficult, and that he needed assistance. During his damp and mould complaint, the landlord showed a lack of empathy and failed to communicate appropriately with the resident, meaning he had to chase repairs despite his communication difficulties.

One resident, who had two separate cases determined in this period, is autistic and required written communication in a specific format. He also has other physical and mental health conditions. In one of his cases, we found that the landlord appropriately handled his rehousing application, taking his vulnerabilities into account. It also proactively updated its housing options and lettings policy because of his complaint, even though it had acted appropriately. However, in the other case, it repeatedly failed to provide correspondence in the right format.

The complaints policy used by the landlord during this investigation referred briefly to its obligations under the Equality Act 2010 to provide reasonable adjustments but gave no further advice on how to ask for these, nor did it link to its Reasonable Adjustments and Vulnerable Needs policy. In March or April 2024, the landlord published an updated policy which included a link to the reasonable adjustment policy. The landlord's Code self-assessment for 2023 did not include any detail about how individual needs and preferences are considered in its complaint handling.

The landlord has recently updated its Reasonable Adjustment and Vulnerable Needs policy and staff guidance. It carried out staff training in late 2023. This training

included recognition that vulnerabilities and adjustments may be temporary and may change at any point. The training reminds staff to keep accurate and timely records of agreed adjustments and ensure this is 'circulated' to relevant teams. The 'circulation' mentioned suggests that there is no one central location that all landlord staff can access to check whether any adjustments need to be in place. This indicates a knowledge and information management issue – circulation relies on recollection and isolated information storage systems.

## Unreasonable behaviour and contact restrictions

The cases reviewed do not suggest that there is a systemic failure in the landlord's handling of unreasonable behaviour; but as with its approach to reasonable adjustments, the landlord sometimes has all the information needed but then fails to act on it. Where contact restrictions were in place, the landlord failed to review these restrictions regularly, and failed to apply those restrictions consistently.

The resident in case 202124044 had a learning disability and struggled with written communication, preferring telephone contact. The landlord had a contact restriction in place stating that the resident was only permitted to telephone it once every two weeks or in an emergency, suggesting that either the volume or duration of the resident's calls had been challenging in the past. Records provided by the landlord showed that the resident's housing officer had called him more frequently than this, and that the calls were up to 70 minutes in duration. This suggests that the restriction may have been ineffective or poorly managed and required review. If contact restrictions are in place, both parties need to abide by them to prevent mixed messages and undermining. They must be designed to ensure that they neither prevent the landlord from carrying out its obligations nor impinge on the resident's rights.

### **Case study – 202126090**

Mr F suffers from OCD and other mental health problems and had expressed suicidal thoughts previously. The landlord was aware, and its records noted the need to be sensitive in its communication. Mr F often raises concerns that have already been through the landlord's complaints procedure but sometimes raises new issues.

The landlord had restricted his contact to one letter per month, addressed to a specified member of staff. It also limited Mr F's telephone calls to five minutes and restricted them to tenancy management, service delivery problems, and repairs. These restrictions were in place for several years, were regularly reviewed by the landlord, and were considered effective.

Mr F began sending a high volume of letters to different members of staff and made references to suicidal thoughts. The landlord reminded him of the existing contact restrictions and encouraged him to contact his GP. It also asked the police

to do a 'welfare check'. The landlord enquired internally about a safeguarding referral, but then didn't action that.

Mr F continued to write several letters to several staff members. At this point the landlord's adherence to its unreasonable behaviour policy broke down. The landlord wrote to Mr F saying it would not respond to any further letters and would only discuss newly arising matters on the telephone. It did not give any information about how Mr F could appeal this decision or how long the restriction would be in place, nor did it review the restrictions regularly in accordance with policy. It then gave Mr F inconsistent information about how he could raise new issues, causing confusion, frustration and poorly managed expectations. It did later meet with him to agree how to manage communication in future and apologised. However, its failure to adhere to policy caused it to overlook some newly raised issues and an attempt by Mr F to escalate a complaint to stage 2.

We found service failure in the landlord's handling of Mr F's communication, and maladministration in its complaint handling. Its decision to stop responding to Mr F's letters without reviewing the fairness and current effectiveness of the existing restriction was not in line with its policy. It also failed to make a safeguarding referral or seek help from other agencies. It unreasonably refused to escalate Mr F's complaint to stage two and failed to manage his expectations appropriately. We ordered £400 compensation and a review of the contact restrictions the landlord had placed on Mr F.

The landlord says it has updated its policy, staff guidance and training because of lessons learned from complaints. Its Unacceptable Behaviour Policy is broadly in line with the [Ombudsman's guidance note](#).

## Risk management

In our casework we found that the landlord needs to improve its risk management processes across its front-line services. This was particularly evident in complaints about the landlord's handling of ASB and damp and mould.

### ASB

We found a pattern of the landlord either not identifying resident vulnerabilities and the risk of further harm, or not acting on the outcome of its risk assessments. In many of these cases the resident reporting the ASB was vulnerable, and in some cases the ASB evidenced was serious.

In case 202110360, the resident reported ongoing drug-related nuisance at a neighbouring flat, including loitering and noise. The resident was afraid for their safety. An injunction had been obtained and the landlord was actively seeking possession of the flat, but it did not consider the ongoing risk to the resident, nor did it offer any appropriate support. The resident was later assaulted by their neighbour, making threats to the resident's life.



In 202119541, the landlord significantly delayed acknowledging and gathering evidence to support the resident's repeated noise nuisance reports, failing to maintain appropriate regular contact with her. It then failed to recognise, acknowledge or act on her later reports of racial harassment – failing to establish a clear action plan or complete a risk assessment. This was despite the resident's description of how the circumstances were affecting her to the extent whereby she had attempted to end her own life.

In case 202105368 the landlord delayed for several months in appropriately applying its ASB policy and procedure, despite the resident's evidenced reports of excessive noise, and the reported impact on the resident's mental health.

In 202208179, the landlord noted the resident's health conditions and potential vulnerabilities within the risk assessment matrix it completed with him, yet there is no evidence that it acted on this information by offering or signposting him to any appropriate support.

#### **Case study – 202210343**

Miss J reported that a neighbour had vandalised communal areas, been verbally abusive and threatening toward residents, wielded a machete and threatened to set fire to the building. The landlord investigated and liaised with the police. The landlord carried out a risk assessment for Miss J but did not act on its findings. Its ASB officer asked its tenancy sustainment team to contact the alleged perpetrator; the team refused to accept the application because it was in the wrong format.

The neighbour repeated this behaviour a few months later and was arrested. Miss J told the landlord that the police had advised her to leave her home in case of retaliation. The landlord advised her to ask the local authority for emergency accommodation.

Miss J made a formal complaint as she felt the landlord was not managing the case appropriately or giving her adequate support. The landlord acknowledged it had not provided her with an action plan or returned her calls but explained that some delays had been caused by delays in the police response. It offered £250 in redress and explained it was taking legal action to repossess the neighbour's property.

Miss J asked for a stage two review challenging the facts set out in the response and because it had not addressed the entirety of her complaint. The stage two response addressed the missed issues but was also delayed without explanation.

We found service failure in the landlord's handling of Miss J's ASB reports and maladministration in its complaint handling. The landlord failed to follow its ASB policy or provide adequate redress, although it had acknowledged and apologised for this error and demonstrated some learning. We found it failed to take a victim-centred approach and respond appropriately to Miss J's safety and security concerns.

Since the merger the landlord has co-created a revised ASB policy with its residents, including a 'good neighbour agreement' signed by the landlord and residents, setting out commitments from both parties to ensure appropriate behaviour and tenancy management. It has amended the policy's wording to emphasise the importance of:

- a victim-centred approach when residents report hate incidents
- good records of action plans
- appropriate communication with both victims and alleged perpetrators.

It has also created an ASB corporate lead job role, along with a safeguarding lead, into its housing management team structure to provide relevant support to regional teams.

### **Noise nuisance**

We found significant and detrimental delays in the landlord's handling of noise nuisance cases, and further evidence of its failure to manage risk appropriately.

In case 202116366, the landlord failed to respond appropriately to the resident's noise reports, failed to carry out a risk assessment or consider what steps it could take to reduce household noise. It failed to consider the impact of noise on the resident despite the resident explaining the detriment to his health and wellbeing over several years. The landlord had previously raised the resident's expectations, telling them it would install sound insulation. In its most recent complaint correspondence, it retracted this offer without adequate explanation. Its complaint response was confusing as it referred to legislation which does not exist and a policy that it was not able to provide.

In case 202114130 the landlord delayed in carrying out a risk assessment or producing an action plan and did not offer the resident the use of diary sheets or its noise app for two years. In case 202212113, the landlord acted appropriately on the resident's early reports of noise nuisance, but then failed to follow up with the regular contact required by its policy.

In case 202122507 the resident described the effect on his physical and mental health, including depression and feeling compelled to sleep elsewhere to escape the noise from his upstairs neighbours. The landlord took some action in responding to the resident's reports of noise, but it did not assess if any disrepair in either property was contributing to the noise transference.

#### **Case study – 202201690**

Ms L reported that her neighbours were causing noise nuisance, which she believed was deliberate. She considered the behaviour was racially motivated and was affecting her mental health. Ms L told the landlord she was struggling to use The Noise App to gather evidence. Ms L also reported her issues to the environmental health team and the local police. The local authority contacted the

landlord concerned for Ms L's mental health and requested a multi-agency meeting.

The landlord assessed the risk to Ms L as 'medium'.

Ms L expressed dissatisfaction with the landlord's handling of the situation, that she still had problems with The Noise App and that she now slept elsewhere at nights. Four months after her reports began the landlord decided to refer the situation to the safeguarding team, as well as arranging the requested multi-agency meeting.

Six months after her first report, the landlord met with the resident and found that her mobile device was not compatible with The Noise App and agreed to explore alternatives. The alleged perpetrators had disputed her allegations and the police had also not been able to act. It recommended she contact other agencies for advice and support, which she did.

Ms L contacted the Ombudsman to complain about the landlord's handling of her reports. We referred the complaint to the landlord, who told Ms L in its stage one response that it had failed to follow up as committed because it was under-staffed, but it would progress the case as soon as possible.

Ms L asked for a stage two review because she wanted a clear action plan. The landlord delayed in acknowledging and responding at stage two, which it offered £75 compensation for. It repeated its acknowledgement of service failures and committed to several follow-up actions but stressed that it had no evidence to support her allegations.

We found severe maladministration in the landlord's handling of Ms L's reports. It failed to take a victim-centred approach or to take appropriate actions in relation to Ms L's evident vulnerabilities. It failed to communicate appropriately with Ms L or manage her expectations, and while it recognised some of its failures, it repeatedly failed to take the necessary actions it had identified to put things right. It's clear that the landlord was sceptical about her allegations given there was no evidence to support them, but it still failed to investigate them adequately – if they were in fact unfounded, then this could have been causing additional distress, inconvenience and risk to other residents.

We ordered it to pay £600 compensation and take the necessary follow-up actions it had committed to. We found that the landlord had made a reasonable offer of redress for its complaint handling.

We did also see examples of the landlord handling noise complaints well. In 202204941, where the resident was also reportedly leaving the property to escape noise, we found the landlord carried out an appropriate investigation of the resident's reports and was unable to find sufficient evidence to support the resident's claims that noise was anti-social or malicious. The landlord appropriately used mediation to

attempt to resolve the issues. When mediation failed, it closed the case appropriately, noting it could not offer any further meaningful intervention.

The landlord has recognised that its management of noise nuisance was an issue in complaints. It engaged with the Ombudsman's Spotlight on noise and responded to our recent enquiries about how landlords have followed our recommendations (see our [follow up report](#).)

The landlord has confirmed it will review its voids policy during 2024 to consider what it can do to reduce noise in its properties. It also launched mandatory training emphasising professional courtesy and respect in communications.

### **Leaks, damp and mould**

We saw timeliness and record keeping issues across all the repair cases reviewed. Leaks, damp and mould frequently present a higher risk of detriment to the condition of the landlord's properties which, if not addressed, can then lead to serious consequent risk to the health and wellbeing of its residents. This is reflected in the high level of compensation, nearly £23k, that we ordered in these cases.

In case 202205336 the resident reported a leak through the bathroom ceiling which was causing damp and mould and potentially disturbing asbestos-containing materials. No risk assessment was carried out, and the landlord unreasonably delayed in completing the repair. The lack of urgency was coupled with a lack of empathy, with the landlord advising the resident that the leak was not a priority and suggesting that the resident wash her infant children in the kitchen sink to avoid the leak in the bathroom.

In case 202118236 the landlord failed to consider the effect of long-running damp and mould, failed to keep adequate records of its inspections, and failed to respond to the complaint within a reasonable time. The landlord sought to blame the global Covid-19 pandemic for the delays – however, the landlord had known about the problem at the property for over a year prior to the national lockdown in March 2020.

#### **Case study – 202214697**

Ms N reported a roof leak which affected every room of her top-floor flat when it rained. She made a formal complaint four months later after as the landlord had not responded to her or carried out any repairs, although it had inspected. After her complaint, the landlord inspected again before responding. It apologised for the delay and the distress and inconvenience this had caused, offered £125 compensation, and said that it needed to erect scaffolding to carry out repairs.

Over the next three months Ms N repeatedly complained of no further action and the problem was becoming worse. This was causing significant detriment to her health and well-being, as well as to the property and her belongings.

By the time of its final response, the landlord had put up scaffolding and completed repairs. It acknowledged the delays and poor communication, the time and trouble Ms N had gone to in chasing, and increased its compensation offer to £280.

Subsequently, the landlord determined that the damage to the property rendered it uninhabitable and it eventually decanted Ms N while repairs were carried out.

We found severe maladministration in the landlord's handling of the repairs and in its handling of Ms N's formal complaint. It delayed unreasonably at every point and Ms N was caused avoidable distress, inconvenience, time and trouble by both the delays and the landlord's failure to keep her informed. The landlord displayed a concerning lack of urgency despite the severity of detriment she reported experiencing. On several occasions, an operative of the landlord correctly identified that Ms N was not receiving the service she deserved, and that the landlord ought to appoint an individual to take ownership of the repairs and to communicate with the resident and yet nothing was done. The landlord kept inadequate records of its actions and its communication with Ms N, which hindered both its investigation and the Ombudsman's. We ordered it to pay over £5,000 compensation, to inspect the property and ensure that all necessary repairs have been completed.

### **Case study – 202107312**

Ms D lives with her husband and three children in a two-bedroom property. She suffers from sickle cell anaemia and has a severe allergy to mould. Her 18-year-old son suffers from post-traumatic stress disorder (PTSD) and autism.

Ms D reported mould in late 2020. The landlord applied a 'mould treatment', 'stain block' and anti-condensation paint. This was unsuccessful and the mould returned within two months. The landlord inspected three months later and said it would install monitoring equipment.

She wanted the landlord to re-house the family; the landlord recommended applying to the local authority for re-housing.

Six months after her first report, Ms D complained about the landlord's response to her reports and request for re-housing. The landlord responded with details of the surveyor's notes and the next steps it would take, which included monitoring equipment. Ms D was dissatisfied with the landlord's action plan, noting that it was basing it on a summer investigation, when it was not at its worst. The landlord's response had also not addressed her request for re-housing.

The landlord acknowledged the stage two complaint but did not respond for a further nine months, during which Ms D tried to speak to someone about re-housing and complained that nothing further had been done about the mould aside

from an offer to wash the mould off. She said that the effect on her health was becoming more serious - "I can't breathe in my house."

The local authority Environmental Health department contacted the landlord because they considered the property's condition to be serious. The landlord attended again to apply 'mould treatment' and another coat of anti-condensation paint.

In its stage two response the landlord apologised for the lack of any further work after the monitoring equipment was collected. It committed to work with the local authority to secure alternative accommodation, agreed to consider temporary re-housing for her and her family, and offered redress for the delays she had experienced for both the issues and the complaint. It followed this with a further response explaining the extensive work required, offering further compensation for the continued delays, totalling £1,850.

We found maladministration in the landlord's response to the issues, and severe maladministration in its complaint handling. The landlord had failed to communicate appropriately with its contractors or with Ms D. Works were forgotten about, and it was always Ms D who had to chase for updates over the two years. There was no sense of urgency despite the reported vulnerabilities, and no assessment of the risk the property presented to the family. We ordered the landlord to pay an additional £1,000 in compensation, to provide an action plan for outstanding actions, and to include timescales in its repairs policy. We also ordered it to self-assess against the recommendations in the Ombudsman's damp and mould Spotlight report and ensure it recorded the household's vulnerabilities on its systems.

The landlord says it now has a 'zero-tolerance' approach to damp and mould in its properties. It has co-created an action plan in response to the Ombudsman's damp and mould Spotlight report, which it is monitoring monthly. The plan included creating a team to manage all such cases and a new framework/standard operating procedure for damp and mould cases. This procedure includes contacting customers within one working day to acknowledge the report, discuss the matter and assign a dedicated case handler. The case handler will arrange for someone to inspect the property within 10 working days and liaise with colleagues in housing services if the condition of the property "immediately causes a risk to resident(s) health". It will record this with a "serious impact" marker on its systems, and the case handler is expected to take ownership of providing alternative accommodation. The procedure says there should be contact with the resident at least every three days, more often if required.

### **Fire safety**

During this period, we investigated three cases which included six findings about fire safety. Of those findings, five were maladministration and one of service failure.

Each time, the landlord's failure was in its communication with the resident. In case 202103763, the landlord failed to keep the resident informed of its decision not to replace her fire door, unnecessarily prolonging her distress – she had been told it was not fit for purpose. In 202120117, poor communication around fire safety issues again unreasonably prolonged a resident's distress and inconvenience. In case 202113690 the resident requested information relating to cladding, but the landlord delayed in responding and, when it did, the information provided was inconsistent.

While we did not find any evidence that the landlord was poorly managing fire risk at its properties, resident reports are a potentially vital source of intelligence when managing fire safety. The landlord's Resident Engagement Strategy for building safety aims to improve resident involvement and empowerment in building safety matters.

## Repair timescales

We found maladministration in 74% of repairs complaints during this investigation. In total, we ordered the landlord to pay £33,309.92 in compensation for failures in its repairs service. Almost £23,000 of that total was for failures in responding to leaks, damp and mould.

The landlord is aware that its repairs service is responsible for a lot of the complaints it receives – this includes delays, missed appointments, poor communication, and poor contractor performance. The cases investigated by the Ombudsman includes serious issues around disrepair, including where Environmental Health issuing an Improvement Notice which was not adequately addressed.

The landlord says it has a repairs improvement plan in place, including steps to manage the performance of contractors. This is promising, as effective contractor management is key to a quality and timely repairs service. Contractors must be viewed as an extension of the landlord, its representative in its residents' homes, and a vital part of its front-line service.

However, our casework does not support that contractors were the root cause of the problems experienced by residents. Instead, we saw a lack of proactive management of the repairs process by the landlord. In many cases we have linked this back to the lack of timescales given in the landlord's repairs policy.

### **Case study – 202201364**

The landlord noted that Mr P's property needed a dripping tap and a kitchen unit fixing after the previous tenant moved out. When Mr P moved in, he complained about the condition of the property, including that the carpet that had been present when he viewed it had been removed. He reported several more repairs than the landlord had noted. Mr P wanted reimbursement for installing his own carpet and decoration costs. The landlord inspected, but a further appointment was missed due to staff sickness.

The landlord's complaint response told Mr P that he had taken the property as seen and any issues ought to have been reported at sign up. It asserted that it had told Mr during the viewing that it was going to remove the carpet. It explained that some repairs had been reported by the previous tenant but not carried out. It apologised for the missed appointment and offered Mr P a £25 reduction in arrears as compensation.

Mr P requested a stage two review. The landlord responded over two months later, after completing the outstanding repairs. It acknowledged the delays in carrying out repairs. It offered £125 compensation but declined to reimburse Mr P for the cost of carpet and decorations.

We found maladministration in the landlord's handling of repairs, due to unnecessary and unreasonable delays. The lack of clear and agreed timescales in the landlord's repairs policy resulted in an inconsistent approach and poorly managed resident expectations. We found service failure in the landlord's handling of the carpet removal – it could not provide evidence to support that it told Mr P it would remove the carpet. We did not find maladministration for declining to reimburse decoration costs but did find service failure for the delay in handling the complaint.

### **Case study - 202213909**

Mr H has long-term serious physical and mental health conditions, including a hoarding disorder.

The landlord became aware of a leak in Mr H's kitchen from a waste pipe. It contacted the local authority's Adult Social Care team for assistance. Mr H did not consistently engage with support services. This made progress difficult, as the landlord required his cooperation in clearing the property before any work could take place safely. However, there were lengthy gaps between the landlord's actions.

It was nine months before the property was clear enough for the landlord's contractors to inspect and find the source of the leak. The property was still in a "foul state" and required significant work and cleaning to make it safe for both Mr H and the landlord's contractors. There were further delays before the landlord took any action and, when it later tried to arrange to clean the property, Mr H became resistant.

Mr H then made a formal complaint about the landlord's response to his reports of the leak. He also complained that there was no gas supply at the property meaning he had no access to heating or hot water. The landlord delayed its



response to the complaint until after it had inspected the property. That did not happen for several more months.

During this time the Environmental Health team was repeatedly in touch, asking that the landlord prioritise the waste leak over the gas supply issue and use its legal powers to enter the property to carry out emergency repairs. Working with Mr H and Environmental Health, the landlord finally repaired the leak over two years after it was first reported.

The landlord still had not responded to the complaint. Instead of responding at stage one, it escalated the complaint and responded at stage two. It said it had made “robust” efforts to access the property to inspect and do repairs, but that this had been difficult. It acknowledged it had failed to respond to the complaint in a reasonable time and offered £100 compensation.

There was still a need to restore heating, hot water and cooking facilities. There were further delays in carrying out these works and this ultimately led to Environmental Health issuing an improvement notice.

We found maladministration in the landlord’s handling of the repairs at the property. Although this was a challenging case and the landlord was aware and acting on Mr H’s vulnerabilities, it failed to be proactive and work effectively with local agencies to overcome some of the issues that extended the delays. Its overall response was too slow, particularly given the severity of the repairs required, as well as the health risk to Mr H. The landlord “did not demonstrate a sense of ownership” of what was, under its policy, an emergency repair – even after Environmental Health’s graphic description of the condition of the kitchen at the property. Had the resident’s own vulnerabilities not contributed to some of the delay, we would have found severe maladministration.

We also found maladministration in relation to the landlord’s complaint handling because of the delays in the response, the offer of redress being inadequate and because the complaint about the lack of heating and hot water had not been addressed.

Mr H had also complained about discrimination and prejudice in the landlord’s handling of his service requests. We found no maladministration, as the evidence clearly showed that the landlord had regard for Mr H’s vulnerabilities and there was no evidence it had treated him unfairly because of them.

Below is a section of the landlord’s repairs policy:

#### **7.0 How long should a non-emergency repair take?**

7.1 We aim to complete all repairs in one visit and certainly want it to take as little time as possible. For this reason, we measure the amount of time it takes from the day you report a repair through to its completion date, even if it involves more than one trade. We call this measure ‘End to End’ times.

The landlord's repairs policies, both former and current, do not say how long a non-emergency repair will take. This is not a clear service standard and limits the policy's ability to adequately manage resident expectations. Target timescales provide clarity for both parties, and a framework for updates. One of the landlord's post-merger customer promises is that customers can expect it to "Do what we say – and give a time when it will be done by." The repairs policy does not do that.

We asked the landlord its rationale for the policy. It explained that if it had timescales in the policy, the landlord and/or its contractors could leave the repair until the end of the target period, then find themselves unable to arrange access with the resident resulting in a failure against the target. Therefore, instead of applying target timescales, the landlord asks the resident for a convenient date on which they would want the repair done, and work toward completing the repair in one visit if possible.

We reviewed the repairs policies of four similarly sized landlords (~70,000 homes) and looked at our findings in repairs complaints about them. Three of the four landlords have clear and reasonable timescales for non-emergency repairs and have much lower rates of maladministration in repairs complaints. The remaining landlord did not have timescales for non-emergency repairs and had a similarly high maladministration rate.

Resident choice and reasonable policy timescales are not mutually exclusive, and timeliness is important to residents. Removing targets to avoid missing them is entirely counter-productive to a culture of being accountable for performance and, as evidenced by the comparison with other landlords, does not lead to better repairs performance.

In several cases we have ordered the landlord to review this policy to include timescales. In response, the landlord has said it was negotiating with contractors to move to a "more traditional repairs timescale".

In case 202107977, the resident had to chase the landlord for it to eventually confirm that her kitchen required upgrades ahead of the scheduled replacement date of 2027. Despite providing the resident with a detailed list of repairs and upgrades in its stage two complaint response in September 2021, some of the agreed works had not been completed by July 2023, 22 months later. In its communications with the resident, the landlord's advice on the repairs and upgrades was not always clear or consistent, which caused frustration and uncertainty for the resident around what it would and would not do. As it did not provide any timescales for the completion of works, this left the resident in a situation where she was unsure when the works would be completed meaning that she had to chase it. It should not be the resident's responsibility to chase the landlord to ensure that their home is decent and fit for purpose.

#### **Case study – 202013358**

Miss A suffers from sickle cell disease. Symptoms include episodes of pain known as 'sickle cell crises,' which can be caused by the weather. An Occupational Therapist (OT) found the storage heaters at the property did not provide Miss A with an adequately warm home and recommended major adaptations including a "more effective heating system."

A year later, nothing further had been done. Miss A complained. After a delay and an intervention by the Ombudsman, the landlord responded saying that it intended to upgrade the heating at the property, though did not say when. Miss A asked about alternative solutions. A month later, after Miss A chased twice for a response, the landlord said it was seeking alternatives.

Another eight months passed with no action by the landlord, so Miss A complained again. She had been told the heating upgrade was not scheduled for at least another four years. After a delay, the landlord responded at stage two of its procedure, saying that the OT recommendation was not specific enough and therefore it had not carried out any work. It acknowledged that it had not sought more information or considered alternatives, which it then committed to do, and offered £200 compensation.

Five months later, after Miss A complained again, the landlord again committed to considering alternatives including bringing the planned heating upgrade forward. The following month it wrote to Miss A repeating this commitment but explaining that some works – installing a gas supply or bringing forward the planned heating upgrade – were not feasible. It offered a further £50 for delays in its communication.

We found maladministration in the landlord's handling of the requested adaptations and in its complaint handling. The landlord had failed to comply with its legal obligations in relation to Miss A's long-term condition, failed to apply its own aids and adaptations policy and procedure, delayed unreasonably in dealing with the matter, and failed to provide adequate redress to remedy its failures. There were significant delays in responding to Miss A's complaints which it failed to adequately recognise or remedy. We ordered the landlord to apologise, pay a further £600, and confirm whether it could improve the property or find more adequately heated accommodation for Miss A.

Similar failures occurred in other cases. In case 202126007 the landlord delayed unreasonably when responding to reported damp and mould, attributed to the lack of timescales in the landlord's policy. It also failed to communicate adequately or keep appropriate records.

In some repairs cases, we found evidence of the poor contractor behaviour cited by the landlord. In case 202126806 the landlord instructed its contractor to install

ventilation at the property but when it checked three months later, found it had not been done. In case 202204325 repair jobs were incorrectly marked or reported as completed by contractors. The landlord also failed to keep adequate records of its inspections, meaning more inspections and further delays, unnecessarily extending a resident's experience of a leak, damp and mould.

## Managing agents and third parties

Managing agents directly appointed by landlords to discharge their duties are considered by the Ombudsman to be an extension of the landlord itself. The Ombudsman's [Spotlight report on landlords' engagement with private freeholders and managing agents](#) made several recommendations to improve the engagement between landlord, agent and resident. This includes the landlord being expected to monitor performance and take action to address poor performance of an agent it has appointed as if the service was 'in-house'. Further the landlord may still be required to act on behalf of its residents to resolve issues via a managing agent even where that agent is appointed by a freeholder.

Landlords should own these relationships and be proactive in pursuing disputes on behalf of their resident. In the cases we saw, the landlord was not demonstrating responsibility or ownership in cases involving managing agents and third parties.

In case 202206632, we found that the landlord failed to communicate adequately with the resident, or chase the managing agent and freeholder, when the resident complained about the repairs needed in the communal area. This resulted in avoidable distress and inconvenience, and a missed opportunity to manage the resident's expectations.

### **Case study – 202103763**

Miss B lives with her two young children in a building heated by a communal 'heat network', which the freeholder, who is not her landlord, is responsible for repairing and maintaining.

Miss B reported that the hot water was unreliable, and the heating was not working. She then made a complaint a month later. The landlord tried to contact Miss B for a further month before it eventually managed to speak with her to discuss the complaint.

The landlord quickly identified that the freeholder was responsible for the communal boiler but was unsure who was responsible for the heating. This information was not provided to Miss B.

Almost six months after reporting the problem, she contacted the freeholder's managing agent herself and the hot water problem was fixed, but the heating still didn't work. Miss B had been using a portable heater but the lack of reliable heating in the property was affecting her and her children's health.

Following the Ombudsman’s intervention, the landlord responded at stage one - over eight months after the complaint was made. It apologised but did not explain the delay. It acknowledged that it had not told Miss B to contact the managing agent, noted that she was now in touch and to contact the landlord if the managing agent delayed in dealing with the problem. In the stage two response the landlord simply said that heating and hot water at the property was not in its remit. We found maladministration in the landlord’s response to Miss B’s reports of problems with the heating and hot water.

In another case, the landlord’s handling of defects at a new build property were complicated by an “employer’s agent”, appointed by the landlord to represent it to the developer and manage the build. The landlord did not proactively manage its agent which caused additional delays in dealing with defects in a timely manner. Ultimately, the landlord had to side-step the agent and contact the developer directly.

Our review of more recent cases brought to the Ombudsman’s attention found continued communication problems in similar situations. In cases where delays were caused by another agency – for example, a managing agent or loss adjuster – the landlord does not explain what it is doing (if anything) to manage the situation. In one case the landlord acknowledged that its records of the previous managing agent’s actions were inadequate, so it has been unable to appropriately investigate a resident’s complaint.

#### **Case study – 202216750**

Ms M complained to her landlord about the way the cladding replacement works were being carried out at her block. She was concerned that the protective netting around the block had been replaced with plastic sheeting, which she said was noisy at night and was blocking both light and air from entering the property. She said this was making her depression worse, as well as causing other problems. Ms M decided to stay elsewhere while work was completed. The landlord responded to the complaint saying that an online ‘microsite’ had been updated with information about the netting being replaced with plastic, that it was necessary, and suggested she contact the local authority environmental health team if she felt unable to live there.

We found maladministration. The landlord was unable to evidence effective communication with Ms M, the freeholder, the managing agent or the contractor about the works, nor did it consider Ms M’s vulnerability in its response to her complaint or in its decision making.

Our recent Spotlight report [‘Attitudes, respect and rights’](#) explains that the proportion of social housing residents who do not have internet access at home is higher than that of other tenures, and encourages landlords not to rely on a ‘one size fits all’ approach, such as online only, to communicate with residents. In Ms M’s case, the

landlord (via its contractor) employed a single method to communicate about the works, leading to ineffective communication.

While the Ombudsman recognises these relationships are not always easy to manage, it is unreasonable for residents to experience poorer outcomes through no fault of their own. The landlord says it has a dedicated relationship manager for managing agents, and an action plan that includes the recommendations from the Spotlight report. This includes developing a "Building Attribute Matrix", accessible for all staff, which records the responsible parties for building safety and day-to-day management. The landlord has also begun gathering information for a wider 'matrix', working with freeholders and managing agents to ensure it has one source of information setting out responsibilities and contact details for all services across all estates.

Since February 2024, the landlord has also begun piloting a system that texts residents updates about communal repairs when they are reported, delayed, and/or completed.

## Knowledge and Information Management

Repair problems were often compounded by poor record keeping, which then also impacted the handling of the resulting complaint. In case 202015888, the landlord was unable to explain the delays because it could not provide adequate records of the actions, including contractor recommendations about an ongoing pest infestation. In case 202016017, there was a lack of evidence to show that repairs had been completed or that the landlord had even been in contact with the resident.

In case 202116592 there were further record keeping issues, with the landlord incorrectly recording repairs as complete when they were not. The landlord did not have access to its contractor's information and systems, which compounded the delays experienced by the resident who frequently chased the landlord for updates. The information the landlord did hold was inconsistent and incomplete.

There were two cases investigated in this period (202016017 and 202115394) where the landlord was unable to log the reports of repairs because the residents had not been "set up on the system". This is vital – the landlord's responsibilities for repairs begin as soon as the tenancy does, and it is of concern that there is a lag between the tenancy start date and the first day on which residents can report repairs.

We also found that record keeping was an issue in estate management cases. In case 202205648, the resident reported that the front entrance door was not closing securely. The developer was responsible for the common areas and the managing agent had a contract for front entrance door maintenance. Despite this, the landlord initially instructed its own contractors to do this work, demonstrating a lack of knowledge of where the responsibilities lay. It then failed to adequately communicate with the resident for five months about the other parties' efforts. In case 202124044, the landlord was not able to evidence which areas of an estate it was responsible for maintaining. In case 202114079 the landlord did not know which electrical

installations were powered by the communal electricity supply on the estate, was unsure which land it was obliged to maintain, had no record of responsibility for the cost of the maintenance of a stair-lift, and no record of who owned or installed CCTV equipment onsite. Each of these gaps in its knowledge led to incorrect and often contradictory responses being provided to the resident, and effectively crippled the landlord's ability to respond to the complaint in a reasonable or timely manner.

We also found that poor knowledge and information management within complaint handling, particularly when evidencing ongoing communication with residents, had a detrimental impact on resolving residents' complaints once brought to the Ombudsman. In both 202110360 and 202218998, we needed to revise our original findings on review, adding further time onto the resolution of the complaint, because the landlord found further evidence that it had failed to submit for the original investigation. The landlord has provided training to its complaint handling staff which should ensure it provides evidence of these mitigating actions and circumstances in response to our initial evidence requests.

#### **Case study – 201911202**

Miss C suffers from PTSD. She made complaints to the landlord about 13 separate issues and two of those were brought to the Ombudsman once they had exhausted the landlord's complaints procedure.

Miss C's application for a parking permit had been refused. The landlord explained that it operated a waiting list for parking spaces. It then incorrectly issued a permit to Miss C and asked her to return it. When the Ombudsman contacted the landlord to progress her complaint about the handling of her application, the landlord had no record of Miss C's complaint. In a stage two response issued more than two years after the stage one response, the landlord offered £50 compensation for its error.

In the meantime, Miss C reported that she had left the property because of domestic abuse and violence. The landlord immediately worked with the local authority to secure temporary accommodation. It agreed to permanently re-house her, but said it was unlikely properties would be available in the areas she wished to live in but sent the letters about this to the address Miss C had left, not her temporary home. Miss C changed her email address, which the landlord failed to update on the system for several weeks before it then asked her to complete a form to confirm it.

We found maladministration in the landlord's handling of the parking complaint because poor record keeping and communications failed to manage Miss C's expectations about receiving a permit. We found service failure for handling of Miss C's re-housing application because of the same failings, while acknowledging that the landlord did act quickly on her original report. We ordered the landlord to apologise and pay £400 compensation.

We found severe maladministration in the landlord's complaint handling. The landlord's poor records meant it could not keep track of which complaints it had received, responded to or when. As a result, it missed opportunities to resolve the disputes and failed to adequately manage Miss C's expectations. The landlord was unable to provide a copy of its stage one response to the complaint for our investigation; it is not clear whether it had this document to refer to when investigating the stage two complaint. The landlord advised us that it no longer had a copy of the response due to its data retention policy, saying it destroyed documents after two years. This would be reasonable, but in this case the Ombudsman requested the evidence less than two years after the stage one response was allegedly dated; the data retention policy therefore should not have been a reason why this was unavailable.

There was also an unreasonable delay in its responses at stage two, despite prompts from this Service, which the landlord failed to explain. We ordered the landlord to pay £700 in compensation, to contact Miss C to confirm which elements of her complaints remained unresolved and to provide an action plan of how it would resolve them.

The landlord did not accept that the detriment to Miss C warranted the finding or level of compensation and asked for a review. It was, however, unable to provide any new evidence to justify the original two-year delay in handling the complaint, or that our findings about its communication and record keeping were unfounded. Although landlords are entitled to ask for a review of a decision if there is a factual basis for doing so, in this instance, the review request demonstrated a lack of empathy and recognition of the impact on Miss C of the confusion and inconsistency, plus it further prolonged the resolution of the complaint for Miss C.

Among the record keeping failures in 201911202 was that the landlord sent letters to the address the resident had left because of domestic abuse and violence. Landlords obviously need to be extremely careful when corresponding with survivors of domestic abuse and violence to ensure they do not inadvertently compromise their ongoing safety. The landlord has a cross-organisation domestic abuse steering group to provide support to any staff dealing with domestic abuse and violence cases.

In evidence provided to this investigation in August 2023 the landlord identified that its record keeping requires improvement. It recognised the link between the ease of access to available information and the service its complaints team can provide. It intended to deliver workshops and training to make sure systems were being used to enable better communication with residents.

When this investigation began, the landlord had still not merged its systems, which caused challenges in acting as one organisation. The landlord provided evidence of its "integration delivery plan". It planned to integrate property and housing management systems by April 2024, more than a year after the merger. This project



was flagged as 'at risk' in July 2023, six months after the merger, and was subsequently split into separate projects. Given the concerns it had already identified with knowledge and information management pre-merger, it would have been preferable to prioritise this work to reduce the impact on staff and customers alike. It plans to merge contractor systems, customer relationship management and direct-labour systems during 2024 with further integration of the apps and technology available to front-line staff along with a 'customer portal' during 2025.

It has tried to mitigate for this by ensuring that staff dealing with complaints and/or service requests can easily find out who is responsible for what within the organisation. It also aims to ensure that 'legacy' systems are updated to ensure more effective updates to residents. However, updating multiple historic systems, rather than homogenising, risks continuing to cement a lack of clear corporate ownership of information within the landlord.

Members of landlord staff have completed our Knowledge and Information Management [e-learning](#) and attended our virtual workshop, which is encouraging and reflects the landlord's clear intentions to improve its services. The landlord has also self-assessed against our Knowledge and Information Management Spotlight report and has an action plan, with all actions to be completed by December 2024, in line with the current integration plan timescales.

# Compliance

In the 77 cases determined, we ordered the landlord to apologise in 42 cases and made another 114 orders and 80 recommendations to remedy the service failures identified and to try and prevent the same failings recurring. We also ordered over £62,000 compensation to residents and recommended a further £1,400. More than a quarter (£16,309) of the total compensation ordered across the 77 cases was to redress poor complaint handling. Over half of the compensation ordered (£33,309.92) was to redress failures relating to repairs.

The individual orders and recommendations can be found in the investigation reports on our [website](#). Our decisions are published to our online casebook three months after determination. In some cases, we may decide not to publish a decision if the resident's anonymity may be compromised. Full details of what and when we publish are set out in our [publication policy](#).

The key or repeated orders and recommendations made to the landlord are summarised below.

## Complaint handling

We ordered or recommended the landlord to review its complaints policy, procedure, staff guidance and training to ensure compliance with the Code, including improving timeliness of complaint responses and staff member's ability to identify complaints and escalation requests.

## Reasonable adjustments

We ordered or recommended the landlord to:

- update customer records to include reasonable adjustments and/or vulnerabilities
- ensure that reasonable adjustments are taken into account when carrying out repairs, visits, or other Ombudsman orders

## Risk management

### ASB

We ordered or recommended the landlord to:

- review its ASB policy, procedure, staff guidance and training to ensure that risk assessments are carried out and followed up with a clear and appropriate action plan to ensure that its approach is truly victim centred
- review its handling of allegations of hate incidents to improve the support provided to victims, that these are identified and acted upon in line with the statutory framework and policy

- investigate whether any work can be carried out to properties where a noise complaint has been received to reduce noise transference

### **Leaks, damp and mould**

We ordered or recommended the landlord to:

- revise its policy to include timescales for non-emergency repairs
- review its record keeping practices and those of its contractors to ensure timely, accurate and up-to-date information is available to front-line staff and complaint handlers

### **Fire safety**

We ordered or recommended the landlord to provide appropriate information to residents to reassure them that the fire safety risks at the property are being managed appropriately.

### **Repairs timescales**

We ordered or recommended the landlord to:

- revise its policy to include timescales for non-emergency repairs
- review its record keeping practices and those of its contractors to ensure timely, accurate and up-to-date information is available to front-line staff and complaint handlers
- ensure that where emergency repairs are identified it appropriately assesses whether temporary accommodation is needed, assessing the risk to the household including consideration of any vulnerabilities

### **Managing agents and third parties**

We ordered or recommended the landlord to:

- review its policies, procedures, and systems to improve the timeliness and accuracy of its communication with third parties
- ensure that information provided by third parties is appropriately communicated to residents in a timely and accurate manner
- ensure the information it keeps on its responsibilities on estates, and arrangements with third parties for providing services on estates, is accurate and easily available to staff responding to service requests and complaints

### **Knowledge and Information Management**

We ordered or recommended the landlord to review its record keeping to ensure accurate, easily accessible information is available to front-line staff and complaint handlers.

## Conclusions

The lack of ownership within the landlord's complaint-handling culture is the common thread to all our findings. It failed to take responsibility for complaints, delayed in responding, and lacked empathy for the time, trouble and distress caused to residents. It also failed to proactively take effective ownership of ASB cases, repairs and its contractors.

We also found that residents continued to face barriers to making complaints several months after the merger. Integrating policy, processes and personnel can take time, and it is challenging to maintain effective service provision, including complaint handling, while experiencing the organisational pressures and uncertainty that a merger brings. However, it is much more likely to succeed and embed if it is supported at the highest level of an organisation with a clear plan and vision for complete integration. This approach did not extend sufficiently to complaints-handling and achieving a positive complaint handling culture across the new organisation. These continued barriers may have been avoided if the complaints service had been integrated and invested in sooner.

The focus of the landlord's risk horizon-scanning during the merger centred around finance and governance, which is appropriate – if this side of the business fails, so does its ability to fulfil its legal obligations and resident services. However, mergers do not immediately solve problems with service provision or organisational culture unless consumer focus is also part of the merger process. Our Spotlight on knowledge and information management found that where merging landlords already had existing shortfalls, such as those the landlord identified pre-merger, there is a significant risk of those problems remaining unresolved, getting lost, or becoming even bigger. These issues are often evident in complaints and impede an effective response to them as well as steps to prevent future complaints. While we have not investigated purely post-merger cases for this report, our overview of the complaints brought to us by the landlord's residents post-merger suggest there may be continued problems. Our recommendations seek to help the landlord better identify and respond to arising issues.

Another common thread to our findings is the lack of ownership of, and action on, risks in ASB and repairs. The issues evident in our casework were identified by both 'legacy' organisations during the pre-merger due diligence exercise. We have not investigated any post-merger ASB or damp and mould cases as part of this investigation, but we have seen more recent examples of the landlord not responding in a timely way when these potentially high-risk matters are complained about by residents – despite being identified as a risk in the due diligence exercise. As a consequence of inaction on critical issues, problems that existed pre-merger may well have continued into the new organisation. The landlord was aware of the complaint handling problems, including knowledge and information management

issues, which it was about to inherit as a result of the merger. However, it delayed in putting plans in place to adequately mitigate this.

Throughout the cases we have investigated for this special report, we found a lack of empathy in the landlord's attitude to its poor complaint handling and in its failure to adequately manage the risk of detriment to its residents' physical and mental health and wellbeing. The landlord's principles of co-creation include both "invite challenge" and "constantly review and improve". The approach recognises that many landlord staff and contractors do not know what it feels like to live in the homes they provide. The co-creation approach needs time to embed in the new organisation but will be invaluable in its response to the findings of this investigation. A corporate culture of truly listening to residents and seeking to understand the residents' experience of its service, will help the landlord's policies, procedures, guidance and – most importantly – its actions on complaints to become more empathetic, risk-conscious and effective. The first step toward this is a focus on ensuring that its complaints procedure is more accessible and efficient.

When this investigation began, the landlord acknowledged it had failed to take ownership over complaints, and it says that staff training now emphasises ownership and taking responsibility for complaints. This is commendable but it must ensure that it follows up this training with adequate performance monitoring. The landlord has procured a new customer relationship management system for use across the organisation. It is hoped that this will promote more joined-up working between the 'legacy' parts of the organisation. However, as set out in our Spotlight on knowledge and information management, new systems are no panacea. Our special investigation not only identified problems with record keeping but with the use of the information it did have access to. The landlord needs to refocus on making sure it is using the information it already has about its residents to provide the level of service it clearly aspires to as an organisation.

# Recommendations

Within three months the landlord should publish and provide the Ombudsman with evidence of how it intends to:

## Culture

1. The landlord should reassess its integration plan against the findings in this report and decide whether any system integration or other project work needs to be brought forward to improve service failures identified in complaints within a reasonable time.

## Complaint handling

2. Implement a clearer, 'one front door' approach to receiving complaints, regardless of which 'legacy' organisation the home belonged to – one email address, one postal address, one telephone number etc. – publish it, and update all relevant literature.
3. Roll out a complaint handling training programme to all staff and contractors to ensure that expressions of dissatisfaction, however made, are identified and appropriately logged as formal complaints.
4. Publish its service charge dispute resolution procedure, which should set out clearly why a separate procedure is necessary, which service charge matters will be considered using that procedure and which will be considered using the complaints procedure.

N.B., We note that this procedure was published on the landlord's website in April 2024, between the end of this investigation and publication of this report.

5. Ensure that it has one system in which landlord staff can record complaints, escalation requests and responses, including all the relevant fields needed to ensure the landlord can satisfy itself that it is following its own policy and complying with the Code. This system must include monitoring the landlord's progress toward actions committed to in its complaint responses, and trigger points for interim contact to keep residents informed.

## Reasonable adjustments

6. Update its policy position on reasonable adjustments to include:
  - a. a brief explanation of what a reasonable adjustment is and how a resident may request one.
  - b. how the policy anticipates the needs of residents who may need to access the complaints procedure.

- c. a non-exhaustive list of examples of the reasonable adjustments it may be able to make.
- d. cross-referencing between the complaints policy and the Reasonable Adjustments and Vulnerable Needs Policy.

N.B., We note that this policy was updated in May 2024, between the end of this investigation and publication of this report.

- 7. Ensure that there is one single, accessible, source of accurate knowledge of residents' vulnerabilities and reasonable adjustments.

## Unreasonable behaviour and contact restrictions

- 8. Revise its Unacceptable Behaviour Policy to set out how it complies with the Data Protection Act 2018, and details of when it might be appropriate to refer a landlord/tenant dispute to mediation, an advocacy service or other third party to help rebuild the relationship.

## Risk management

- 9. Put performance monitoring measures in place to ensure that timely and accurate risk assessments are carried out in all ASB cases, and that the results of the risk assessment are considered in any follow-up action throughout the life of the case.
- 10. Use the Ombudsman's Centre for Learning materials arising from the one-year follow-up report on our Spotlight on noise complaints.
- 11. Revise its repairs, void management, and any other relevant policies to include:
  - a. How it will identify hazards present in each property.
  - b. How it will proactively work to remove hazards and reduce risk to both the resident / future resident and the property arising from the hazards present in the property.
  - c. How the risks to residents associated with poor contractor performance, including detriment to health and well-being and poor communication, will be managed.

## Repair timescales

- 12. Revise its repairs policy to include timescales for all types of repairs, not just emergency repairs.

13. Work with its contractors to ensure that performance monitoring is in place, including how any arising issues or patterns of service failure will be identified and managed.

## Managing agents and third parties

14. Make its 'Wider Attributes Matrix' an accessible information source that sets out which organisation is responsible for each service area on estates where it owns, manages, leases or sub-lets property. To include responsibilities for repairs of shared assets and communal areas, and responsibilities for grounds maintenance.

## Knowledge and Information Management

15. Revise its record keeping practices to ensure that accurate and timely records of inspections and repairs are available to all relevant landlord staff, including complaint handlers.
16. Where knowledge and information is held by contractors or third parties, include information-sharing protocols in contracts.



# Statement from Southern Housing

We're truly sorry to all residents who've experienced service failures, including the 67 residents that this report shows we let down. Throughout this investigation process, we've worked proactively and collaboratively with the Ombudsman and his team, and we welcome the learning from this report.

76 of the 77 determinations reviewed in this investigation started before our merger in December 2022. The Ombudsman's 2022-23 data shows that at merger, Optivo had a maladministration rate of 3.5 per 10,000 homes. This was less than a third of the London average of 11.5, and just over half the national average of 6.8. Whilst SHG had a higher-than-average rate of 13.1, the combined rate for the two organisations was a third lower than the London average.

We endorse the Ombudsman's call for a long-term plan for housing in their 'Relationship of Equals' Spotlight Report – and their recognition that parts of the sector are "at breaking point". The social landlord cost model was never designed to eliminate service failures. There's little chance of this changing given unprecedented financial pressures on the sector. The important thing is that we acknowledge failures promptly, apologise, put things right, and learn lessons.

Since the merger we've introduced a number of changes, including a customer service training programme for all colleagues and we're introducing improvements in repairs and maintenance. We'll complete the integration of our systems by April 2025 enabling us to realise further merger benefits and deliver services to a consistently higher standard.

We'll use the report together with our long-standing commitment to resident governance to drive further improvements. We're unique amongst large landlords in having four resident places on our board. In addition, more than 100 residents are involved in our resident governance and scrutiny structure and many more participate informally. This has made a huge difference to how we operate including changing the way we manage damp and mould. We're confident that our commitment to listening to residents and cocreating service improvements will enable us to achieve the standard of services residents tell us they want.

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## Annex A – List of cases determined

Our decisions are published to our [online casebook](#).

Findings	'Legacy' landlord organisation	Severe maladministration	Maladministration	Service failure	No maladministration
<b>201911202 (Decision confirmed at review)</b>	SHG	Complaints handling	Estate management	Moving to a property	
<b>202013358</b>	SHG		Aids and adaptations Complaints handling		
<a href="#">202015888</a>	SHG		Pest control Complaints handling		
<b>202016017</b>	SHG		Leaks, damp and mould (x2) Rechargeable repairs		

			Complaints handling		
<a href="#">202103763</a>	SHG		Fire safety Heating and hot water Complaints handling		Repairs
<b>202105368</b>	Optivo		Anti-social behaviour	Complaints handling	
<a href="#">202107312</a>	SHG	Complaints handling	Leaks, damp and mould Moving to a property		
<b>202107977</b>	SHG	Repairs	Complaints handling		
<a href="#">202109843</a>	Optivo		Repairs Complaints handling		Reimbursement and payments
<b>202110360 (Decision revised at review)</b>	Optivo		Anti-social behaviour	Complaints handling	Anti-social behaviour

<b>202110813 (Decision confirmed at review)</b>	SHG		Anti-social behaviour Complaints handling		
<a href="#">202111410</a>	Optivo		Information and data management Complaints handling	Repairs	
<a href="#">202113690</a>	Optivo		Fire safety (x3) Complaints handling		
<b>202114016 (Decision confirmed at review)</b>	Optivo	Complaints handling	Repairs		Pest control
<a href="#">202114079</a>	Optivo		Service charges Complaints handling		
<b>202114130</b>	Optivo		Complaints handling	Anti-social behaviour	

<b>202115394</b>	Optivo		Complaints handling	Repairs Buying or selling a property	
<b>202116366</b>	Optivo		Anti-social behaviour		
<a href="#">202116592</a>	SHG		Estate management Complaints handling		
<b>202117545</b>	SHG			Anti-social behaviour Complaints handling	
<b>202118236 (Decision confirmed at review)</b>	SHG	Leaks, damp and mould	Complaints handling		Leaks, damp and mould
<b>202119517 (Decision confirmed at review)</b>	Optivo		Repairs		

<a href="#">202119541</a>	SHG	Anti-social behaviour Complaints handling			
<a href="#">202120117</a>	SHG		Fire safety Complaints handling	Fire safety	
<b>202121200</b>	Optivo		Service charges Complaints handling		
<b>202121668 (Decision confirmed at review)</b>	SHG		Complaints handling		Condition of property upon letting
<b>202121676 (Decision confirmed at review)</b>	Optivo		Defects		
<b>202122035</b>	Optivo		Repairs Complaints handling	Pest control Reimbursement and payments	Major or planned works

<b>202122507</b> <b>(Decision revised at review)</b>	SHG		Anti-social behaviour Complaints handling		
<b>202123627</b>	SHG			Complaints handling	Cyclical works
<a href="#">202124044</a>	Optivo			Estate management Complaints handling	
<a href="#">202125917</a>	Optivo			Anti-social behaviour Complaints handling	
<a href="#">202126007</a>	SHG		Leaks, damp and mould Complaints handling		
<b>202126090</b>	SHG		Complaints handling	Staff	Repairs (Reasonable redress)

<b>202126806</b>	SHG		Repairs	Complaints handling	
<a href="#">202127930</a>	SHG		Leaks, damp and mould Repairs Complaints handling	Heating and hot water	
<a href="#">202201095</a>	SHG		Defects Complaints handling		
<b>202201206 (Decision revised at review)</b>	Optivo				Leaks, damp and mould (Reasonable redress) Complaints handling
<b>202201364</b>	SHG		Condition of property upon letting	Cyclical works Complaints handling	Condition of property upon letting
<b>202201562</b>	Optivo				Information and data management



					(Reasonable redress) Complaints handling
<a href="#">202201579</a>	SHG		Complaints handling	Anti-social behaviour	Anti-social behaviour
<b>202201690</b>	SHG	Anti-social behaviour			Complaints handling (Reasonable redress)
<a href="#">202203569</a>	Optivo		Anti-social behaviour Information and Data Management	Complaints handling	Repairs (Reasonable redress) Staff conduct
<b>202204325</b>	SHG		Leaks, damp and mould Complaints handling		
<a href="#">202204941</a>	SHG		Complaints handling		Anti-social behaviour
<a href="#">202205336</a>	SHG		Leaks, damp and mould		

			Complaints handling		
<a href="#">202205605</a>	Optivo	Leaks, damp and mould	Complaints handling Leaks, damp and mould		
<b>202205648 (Decision revised at review)</b>	SHG		Estate management Complaints handling		
<b>202206632</b>	Optivo			Complaints handling	Estate management (Reasonable redress)
<a href="#">202208179</a>	Optivo		Anti-social behaviour	Complaints handling	Repairs
<b>202208596</b>	SHG		Complaints handling		Reimbursement and payments
<a href="#">202208944</a>	Optivo		Complaints handling		Repairs

<b>202210343</b>	Optivo		Complaints handling	Anti-social behaviour Estate management	
<b>202210433</b>	SHG		Condition of property upon letting	Complaints handling	
<a href="#">202211711</a>	Optivo				Moving to a property (Resolved with intervention)
<a href="#">202211719</a>	Optivo			Complaints handling	Gas inspections and safety
<a href="#">202212113</a>	Optivo		Anti-social behaviour Information and data management		
<b>202213909</b> <b>[Decision confirmed at review]</b>	SHG		Leaks, damp and mould Complaints handling		Staff conduct

<a href="#">202214149</a>	Optivo		Anti-social behaviour		
<b>202214697</b>	SHG	Leaks, damp and mould Complaints handling			
<a href="#">202215116</a>	Optivo				Defects (Reasonable offer of redress) Complaints handling (Reasonable offer of redress)
<b>202216138 (Decision revised at review)</b>	SHG			Anti-social behaviour Complaints handling	
<a href="#">202216750</a>	SHG		Major or planned works		
<a href="#">202216980</a>	Optivo		Estate management (x2) Complaints handling		

<a href="#">202217424</a>	SHG		Leaks, damp and mould Complaints handling		
<b>202218356</b>	Optivo				Leaks, damp and mould
<a href="#">202218710</a>	SHG				Occupancy rights
<b>202218998 (Decision revised at review)</b>	Optivo			Complaints handling	Estate management
<b>202219360</b>	Optivo			Leaks, damp and mould	
<a href="#">202220933</a>	Optivo		Repairs	Complaints handling	
<b>202221560</b>	Optivo		Estate management Complaints handling		
<b>202221569</b>	Optivo				Staff

<a href="#">202222168</a>	Optivo				Moving to a property
<a href="#">202224516</a>	SHG		Leaks, damp and mould Complaints handling		
<a href="#">202224867</a>	SHG				Anti-social behaviour
<a href="#">202225263</a>	Optivo			Information and data management	Staff conduct
<b>202306088</b>	SHG				Anti-social behaviour

## Annex B – Severe maladministration findings made prior to this investigation

The events considered in these cases span several years, from January 2018 to May 2023.

Case reference	Severe maladministration finding
202115880	Handling of the resident's vulnerabilities, health, and welfare concerns. 27 June 2023
202111826	Actions following a Fire Risk Assessment. 28 June 2023
<a href="#">202218230</a>	Handling of the resident's reports of leaks. 28 June 2023
202218376	Response to the resident's reports of mould. 26 June 2023
202014468	Response to the resident's reports of noise. 7 June 2023
<a href="#">202017061</a>	Handling of repairs to the communal heating system. 31 May 2023
<a href="#">202118678</a>	Handling of the resident's reports of no hot water. 31 May 2023
<a href="#">202206524</a>	Complaint handling. 28 April 2023