

Case summary:
Severe maladministration finding

Landlord:
London Borough of Newham

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- **Case reference: 201806819**
- **Complaint category: Repairs**

The complaint

Mr G's complaint concerned the landlord's handling of outstanding repairs to his property following a leak from a flat above.

Background and summary of events

In 2018, a leak from the top floor flat in Mr G's building caused flooding to his flat and the flat in between. The landlord temporarily moved the resident out of his flat, installed dehumidifiers to dry out the moisture and removed the laminate flooring. In order to have repairs carried out, Mr G told us he tried to contact the landlord's repairs department on several occasions but was unable to get through. The landlord provided the Ombudsman with one repair record stating 'make good after flood'. There were no further repair records or any records showing what, if any, inspections took place or work was carried out. He then contacted the landlord's call centre and says he was told by an operative that he could carry out the work himself. He did this, provided the landlord with receipts for his expenditure, and requested reimbursement of £2,296.85 primarily for replacement laminate flooring and tins of paint.

Mr G made a formal complaint to the landlord later in 2018 and, after receiving no response from the landlord, contacted the Ombudsman asking us to help progress his complaint. The landlord's stage one response acknowledged that an inspection was carried out in May 2018 to assess the work required, but the identified works were not then carried out. It also acknowledged that the resident had carried out the work himself and was requesting reimbursement and it said that the decision on reimbursement would be made shortly.

Mr G contacted the Ombudsman again, as he had not heard anything further in relation to the reimbursement, and we asked the landlord to make contact with its resident. The landlord did make contact and asked him to complete an insurance claim form. Mr G completed the insurance claim forms and, according to the landlord's chronology, there was a 13-month period of correspondence between two different departments within the landlord in connection with a possible insurance claim. The Ombudsman has not seen any of the correspondence.

Mr G contacted us again in early 2019 as he had heard nothing from the landlord for over two months. The Ombudsman subsequently contacted the landlord on seven occasions during 2019 asking it to respond. No response was received until the end

of 2019 when the landlord wrote to the resident stating that it would review his complaint within 15 working days.

In late 2019, Mr G contacted the Ombudsman to say that he had not heard anything from the landlord within the timescale given, and we again asked the landlord to respond. The landlord provided its final response in April 2020, when it acknowledged that its complaint handling had been poor and offered £100 compensation. The landlord stated that it would not have advised Mr G to carry out the work himself but that it was no longer possible to check any telephone conversation relating to the matter as the recordings were retained for six months. It then stated that, as the leak came from a leaseholder property, any insurance claim would be unlikely to succeed as the landlord does not have responsibility for leasehold properties.

Assessment and findings

The landlord, in its final stage response acknowledged that it would have 'covered' repairs, not including decorative repairs. This would seem to imply that the cost of redecoration would fall to the tenant. What is less clear is the landlord's position regarding the replacement flooring. There is a lack of clarity from the landlord as to when any inspections took place following the flood, as its record keeping was extremely poor with the only record provided stating 'make good after flood', but no description of the work.

The landlord told the Ombudsman that it has no specific policy in relation to repairs. In the absence of a properly formulated repairs policy, it is unclear whether the landlord would consider this to be 'floorboards' and therefore its responsibility or whether laminate flooring constitutes 'loose floor covering' and is therefore the tenants' responsibility. The landlord failed to address this as part of its response to the formal complaint.

Even if the landlord concluded that the resident, under the terms of his tenancy agreement, was responsible for replacing the flooring, Mr G claims he was told he could carry out the repair work himself following a telephone call. The landlord had ample opportunity to check its records for the content of the phone call during the stage one complaint but failed to do so. Given that this formed the main part of the Mr G's complaint, this was unacceptable.

In its final stage response, the landlord has stated it would not have advised its resident to undertake the works himself, but whilst this may be the landlord's opinion it is not fact as no record of the phone conversation was kept. The landlord provided no further reasoning and did not therefore provide a fair or robust response to the complaint.

Mr G, with the assistance of the Ombudsman, escalated his complaint in late 2018 and the landlord did not respond until 13 months later. Although the landlord told the Ombudsman that different departments were in communication with each other during this time, such an excessive delay in providing a response was unreasonable in the circumstances of this relatively straightforward complaint. The delay in

responding meant that the landlord lost the opportunity to review the alleged phone conversation and provide Mr G with a definitive response to his submissions.

When a landlord cannot respond to a complaint within its published timescales, the Ombudsman expects it to keep the resident informed of its progress and reasons for any delay. This did not happen in this case and this would have been understandably distressing and frustrating for its resident.

The landlord acknowledged in its final stage response that it had taken a long time and offered £100 compensation for its resident's time and trouble. No apology or explanation was offered as to what had gone wrong; how the landlord had learnt from its mistakes; or what it would do to put things right for future complaint handling. No explanation or compensation was offered for the failure to inspect and carry out any necessary repairs at the time. This was unreasonable and not in line with the Ombudsman's Dispute Resolution Principles.

Whilst the Ombudsman cannot determine who had responsibility for carrying out the repair work to the property and therefore cannot order that the landlord should recompense the resident for the work he carried out, it is a failure that the landlord has no repairs policy that sets out the respective responsibilities to carry out repairs or which sets out timescales residents can expect repairs to be completed in. The landlord's own records state that it would 'make good' yet it failed to properly inspect or determine what repairs were required to the resident's property. The landlord failed to apologise or offer compensation for this failing. The landlord took an excessively long time to respond to the formal complaint, failed to keep the resident informed, provide explanations for the delays or contact the resident despite numerous requests. It also failed to apologise or explain the reasons for the delays.

Determination (decision)

We found severe maladministration by the landlord in respect of its handling of this complaint. We ordered the landlord to:

- pay the resident £800 compensation for its failures (£200 for the failure to assess or carry out any repairs for a period of two months and £600 for the time and trouble the resident was put to in order to get any response from the landlord over a significant period of time)
- provide training to staff in complaint handling.

We also recommended that the landlord:

- produce a repairs policy to address responsibilities of the parties and to address timescales for repairs
- produce a compensation policy to address how and when it will consider making financial redress to a complainant
- report back to the Ombudsman on any lessons learned from this case within six months of the date of this determination.