

Housing

Ombudsman Service

REPORT

COMPLAINT 202120922

Sovereign Housing Association Limited

4 August 2023 (amended at Review)

Our approach

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

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

The complaint

1. The complaint is about the landlord's:
 - a. response to the resident's reports of damp and mould;
 - b. response to the resident's request for his electrics to be reviewed.
2. The Ombudsman has also considered the landlord's complaint handling.

Background and summary of events

Background

3. The resident holds an assured tenancy with the landlord which began on 16 July 2007. The property is a one-bedroom middle-floor flat in a block of flats.
4. The landlord's repairs and maintenance policy states that it aims to complete all responsive repairs within 28 calendar days on a 'right first time' basis. In some circumstances, it may arrange for an inspection to identify the cause of an issue and scope the remedial work that is required; examples of situations where this may be appropriate include condensation problems, work requiring complex diagnostics, and work where the landlord may need to employ a specialist contractor. If an inspection is arranged, the landlord states that it will complete the inspection and subsequent repairs within its target of 28 calendar days.
5. Outside responsive repairs, the repairs policy differentiates between cyclical works (including electrical testing), major works (where components have not yet reached the end of their lifecycle, but have failed on a one-off basis), and planned works (where components have completed their optimum lifecycle or their current

condition means they need replacing). Where possible, the landlord says it will try to combine planned works geographically.

6. The repairs policy refers to the Housing Health and Safety Rating System (HHSRS), under which damp and mould is a category one hazard.
7. The landlord operates a two-stage complaints process. At stage one, it aims to agree a solution with the customer within ten working days, with an extension of up to ten further days for complicated complaints. At stage two, it aims to complete a review of the stage one decision within 20 working days, with an extension of up to 30 further days. The landlord's complaints policy notes that various factors can impact on the speed at which it can resolve a complaint, including the availability of employees and customers and the nature and complexity of the case.
8. The complaints policy states that the landlord will be clear and honest about what it can and cannot do, and will not close a complaint until it has tried "everything that we believe we could reasonably have done to resolve it". The landlord's customer commitments are to "make it easy, take responsibility, get it done, and keep in touch".
9. The landlord's complaints policy and 'quick guide to compensation' highlight that it is a charitable organisation and rarely offers compensation unless a customer has suffered financial loss. When making a decision about compensation, the landlord will take account of how much a customer has been disrupted, how long the matter has taken to put right, and if significant distress has been caused. The repairs policy further states that the landlord may compensate residents where there has been a failure in its service – for example, loss of a room or facilities, damage or inconvenience, or where it misses an appointment.

Summary of events

10. The landlord's records show that it wrote to the resident six times between 6 November 2019 and 9 March 2021, to make an appointment for additional work following an electrical test at his property. The letters stated that the works were for the resident's safety and he would need to be at home, as well as ensure the area was clear and accessible. Cards completed by the landlord's operatives indicate that access to the property could not be gained for the last three of these appointments (on 26 August 2020, 11 September 2020 and 14 June 2021).
11. On 4 January 2021, the landlord's repair logs show that the resident reported his bedroom walls being "very damp". The landlord confirmed that he was opening his windows regularly and that there were no issues with his heating. A repair was raised by the landlord and the target date for completion was set as 4 April 2021. However, the notes state "job not completed, no second man available".

12. On 14 June 2021 the resident wrote to the landlord, stating that:
- a. He would like an “application form” to be sent to him so that he could make a formal complaint against the landlord.
 - b. He had first raised the issue of damp in his bedroom in December 2019, and it had become so severe that he had stopped using the bedroom.
 - c. He had also previously spoken to the landlord about the electrics in his property. One of the plugs in the kitchen had now “seized up” because the wiring had not been renewed. He believed the wiring was 15-20 years old.
 - d. He requested a date and time when the landlord would rewire the property.
 - e. He would be contacting his local Environmental Health service and newspapers about the “dilapidated conditions” he was living in.
13. The resident’s letter was received by the landlord on 16 June 2021. While it was forwarded internally and referred to as a ‘complaint’, there also appeared to be some confusion as to what the resident meant when he asked for an ‘application’. One member of staff said they thought he wanted copies of housing logs to be sent to him. Another email said that the landlord would call the resident to confirm what he wanted. There is no evidence to indicate whether this conversation took place or what the outcome was.
14. The landlord’s internal correspondence on 22 June 2021 noted that an ‘unsatisfactory’ periodic inspection certificate had been issued in respect of the resident’s property in January 2019. The landlord’s electrical qualified supervisor said that the property needed testing and possibly a new fuseboard. Attempts had been made by the landlord to carry out a fuseboard upgrade since August 2020, but the case was referred to the resident’s housing officer following three ‘no access’ visits. The contract planner was asked to arrange a test.
15. The resident’s housing officer spoke to the resident on 23 June 2021 and transferred him to the landlord’s electrical team to book an appointment. The housing officer then advised that the ‘no access’ case had been closed as it related to remedial works before the electrical test would be carried out. There had also been only one missed appointment, which was due to the resident being in hospital, as another was cancelled due to Covid restrictions. The housing officer confirmed with the resident that he was keen for the works to be completed as soon as possible and that he would allow operatives entry.
16. On 6 July 2021 the landlord spoke to the resident about the damp in his property. It told him that an assessment, which was cancelled by the resident due to a hospital appointment, would have to be rescheduled. The resident said he would like this aspect of his complaint to be kept open until the assessment had taken

place. The landlord subsequently arranged the assessment for 18 August 2021, with a view to bringing it forward if possible.

17. On 16 August 2021 the landlord visited the resident's property. Its operative asked for a job to be raised to cut out a section of plasterboard from the resident's bedroom wall, so that the insulation could be inspected. The landlord's repair logs indicate that this job was raised on 1 October 2021, with a target date of 30 December 2021.
18. On 5 October 2021 the landlord wrote to the resident. While the letter did not refer to a stage one or stage two investigation, the landlord later informed this Service that the letter was its final response to the resident's complaint. It stated that:
 - a. It had reviewed the damp and mould issues, and made the following findings:
 - i. The first job was cancelled, and it could not see why.
 - ii. The second job was moved at the resident's request.
 - iii. The third job was attended and the operative raised a follow-on job for a section of plasterboard to be cut out so that the insulation could be checked.
 - iv. A fourth job had been scheduled for February 2022 due to staff sickness, but the complaint responder had arranged with the scheduling manager for it to be moved to 30 December 2021.
 - b. Following inspection of the insulation, it would carry out any works to rectify the damp and mould issue.
 - c. It would also raise a job for an external damp and mould specialist to carry out an inspection, and they would contact the resident.
 - d. It asked the resident to try to keep the appointment on 30 December 2021, and to let it know if the date was inconvenient.
19. Two versions of the above letter have been provided to this Service by the landlord. In one of these, the resident was informed that he could refer his complaint to his MP or the Ombudsman if he remained unhappy with the landlord's response. In the other version, this sentence was omitted. It is unclear which version was sent to the resident.
20. It is relevant to note some key events that have occurred since the resident's complaint completed the landlord's internal complaints procedure, which the Ombudsman has discretion to consider in making a determination.
21. On 30 December 2021 the landlord visited the resident's property to cut out a section of plasterboard. The attending operative's notes state that the wall was

“the original wall from build”; that no other tenants had had issues; that lifestyle may be a contributing factor; and that an asbestos check had been requested. The plasterboard was not cut out during this appointment.

22. A survey of damp and mould in the resident’s property was completed by the landlord’s contractor on 23 February 2022, and a report including recommended works was provided to the landlord on 18 March 2022.
23. On 13 April 2022 the landlord’s repair logs state that it was awaiting an asbestos survey report before cutting out a section of plasterboard from the resident’s bedroom wall to inspect the insulation.
24. On 31 January 2023 a different contractor employed by the landlord completed a survey of damp and mould in the resident’s property, with a quote for recommended works being supplied to the landlord on 17 February 2023.
25. The resident informed this Service in March 2023 that the landlord had not carried out the damp and mould repairs, and that he continued to be unable to use his bedroom. The landlord confirmed on 9 March 2023 that it had not yet actioned any of its contractors’ recommendations.
26. The landlord has also informed this Service that the electrics in the resident’s property were tested in 2022 which resulted in a ‘satisfactory’ inspection certificate being issued, with some minor remedial works being completed at the time of the test. The landlord’s position is that the property does not require a rewire in its current condition. It confirmed that other properties have been rewired but that properties are assessed for rewiring on an individual basis, with various factors including age being considered. The property is next due for an electrical inspection in 2027.

Assessment and findings

The landlord’s response to the resident’s reports of damp and mould

27. The resident stated in his complaint that he first reported damp and mould to the landlord in December 2019. This was after he was diagnosed with a lung infection which his doctor said may have been caused by mould spores. He also informed the landlord and this Service that he had to stop using his bedroom in 2019 due to the damp and mould, and had been sleeping in his living room instead. The first reference to a report of damp and mould in documentation reviewed during the course of this investigation was on 4 January 2021. While the Ombudsman notes that the resident states the issue was brought to the landlord’s attention over a year earlier, this investigation will examine the landlord’s handling of the matter from January 2021, as this is the first record of a report and the Ombudsman’s decision must be based on documentary evidence.

28. The resident's report of damp and mould would be classed as a responsive repair. The landlord's repairs policy states that it aims to complete such repairs within 28 calendar days, even in cases where the work may involve complex diagnostics or where the landlord may need to employ a specialist contractor. The landlord's records indicate that complex diagnostics and assessment by specialist contractors have been a feature of this case, which was further complicated by concerns about the presence of asbestos in the wall. Nonetheless, a repair that should have been completed within one month remained outstanding when the resident's complaint concluded the landlord's complaints procedure ten months later. The resident and landlord confirmed that the repair was still outstanding at the time of writing this report, 27 months after the issue was first reported.
29. As referred to above, the Housing Health and Safety Rating System (HHSRS) – cited by the landlord as one of several legislative and regulatory frameworks with which it will comply – classes damp and mould as a category one hazard. These are the most serious hazards with the potential to cause the greatest harm. The risks associated with poor management of damp and mould cases were highlighted by this Service in a spotlight report published in October 2021, the same month the landlord issued its final response to the resident's complaint. The landlord appeared to recognise the high profile of damp and mould cases when it contacted the resident in January 2023, but it still did not go on to complete the repair.
30. The distress caused to the resident as a result of the significant delays has been compounded by the landlord's lack of effective communication. This Service has not seen any evidence that it updated the resident on action it was taking or that it kept sufficient or accurate records. In the landlord's response to the resident's complaint, it said that the first job raised following the resident's report of damp was cancelled for "unknown reasons". Subsequent jobs were raised months after the initial report of damp had been made, with target dates significantly exceeding 28 days. Records show that a job to cut out plasterboard and inspect insulation in the resident's bedroom wall, raised following an appointment on 16 August 2021, was not scheduled until October 2021. The work was also not completed during appointments that were made on 30 December 2021 and 13 April 2022, after the resident's complaint had completed the landlord's complaints procedure, and it is unclear whether it was later carried out.
31. The landlord's repairs policy identifies "loss of a room or facilities" as one of several circumstances in which it will compensate residents. However, neither the repairs policy nor the compensation policy sets out a tariff for such circumstances. In the absence of this, the Ombudsman has made a calculation based on a proportion of the resident's rent. With the weekly rent being £85.46 at the time of the complaint response, and compensation for loss of use of the only

bedroom in a one-bedroom flat being calculated at 33% of the rent over 114 weeks (4 January 2021 to 9 March 2023), this gives a total of £3,247.48.

32. The Ombudsman feels that it is appropriate to take account of this full period when awarding compensation, given the full circumstances of the case, the nature of the issue, the available information, and the serious ongoing impact on the resident including concerns about his health. Although it was the resident's decision to move out of his bedroom, he made the landlord aware that he felt unable to use the room when he complained in June 2021, and the landlord did not subsequently inform him – either in its complaint response or otherwise – that it believed the room was safe for him to sleep in.

The landlord's response to the resident's request for his electrics to be reviewed

33. The resident informed this Service that the landlord said it would carry out electrical rewiring in his block in 2018-19, but that it proceeded to rewire other properties and not his. The landlord did not address this point in its complaint response. It later confirmed that other properties had been rewired, but that properties were individually assessed for rewiring and that the resident's property did not require a rewire in its current condition. In the Ombudsman's opinion, since there is no evidence that the landlord provided written notice of its intention to rewire every property in the block, this position is reasonable.
34. The resident stated in his complaint in June 2021 that one of the plugs in his kitchen had "seized up" because the wiring had not been renewed. He told the landlord he believed the wiring was 15-20 years old. While the age of the wiring is not necessarily a cause for concern, the seized plug should have been raised as a responsive repair. The landlord's repair logs do not indicate that this was done.
35. Information provided by the landlord demonstrates that it has been carrying out regular electrical tests at the resident's property, in accordance with its obligations. It has also attempted to complete further works that were considered necessary following the tests, although not all of these appointments were kept by the resident.
36. The landlord's internal correspondence on 22 June 2021 stated that there had been an 'unsatisfactory' periodic inspection certificate in January 2019. This meant that the property needed testing and possibly a new fuseboard. The landlord said it had an open order to complete a "consumer unit upgrade and test" in the resident's property, but access could not be gained on each of the four occasions it had attempted to do so. A 'satisfactory' inspection certificate was subsequently issued in 2022, following which no repairs were outstanding.
37. The Ombudsman is satisfied that the landlord has fulfilled its responsibilities with regard to regular electrical testing at the resident's property. The landlord is not

obligated to rewire the property (unless it would be unsafe for it not to do so), even if it has rewired other nearby properties. However, it has a responsibility to log and carry out any responsive repairs reported by its tenants, and so its response to the resident's report of a seized plug has resulted in a finding of service failure.

The landlord's complaint handling

38. When the resident contacted the landlord on 14 June 2021 to request "an application form ... so I can make a formal complaint", it was reasonable for the landlord to treat this communication as a complaint, particularly given that the resident went on to set out the issues he wished to complain about. The Ombudsman's complaint handling code defines a complaint as "an expression of dissatisfaction, however made, about the standard of service, actions of lack of action by the organisation ... affecting an individual resident". It would have been good practice for the landlord to offer the resident the opportunity to complain using his preferred method, ie by completing a paper complaint form, while also explaining that it was willing to treat his letter as a formal complaint if he so chose.
39. While some of the landlord's internal correspondence in June 2021 refers to the resident's 'complaint', other correspondence queried what form or records the resident had been requesting. If the landlord was unclear, it should have checked its understanding with the resident; while one officer proposed calling the resident to confirm what he wanted, there is no evidence to suggest that this conversation took place. The Ombudsman's complaint handling code states that if any aspect of a complaint is unclear, the resident must be asked for clarification.
40. The landlord did not acknowledge the resident's complaint, nor did it provide its response until nearly four months later. While it is noted that the resident had made other complaints to the landlord at this time, some of which involved this Service, the landlord had committed to responding to complaints within ten working days (with an extension of up to ten further days, giving a total of 20 working days, for complicated complaints). The landlord's actual response time far exceeded this timescale.
41. It is noted that, on 6 July 2021, the resident asked for the damp and mould aspect of his complaint to be kept open until the landlord had visited to make an assessment. A week later, the landlord arranged to visit in August 2021, and it may have been appropriate for the landlord to agree an extension of its usual complaint response time until after this visit had been completed. However, there is no evidence that this was agreed or documented, and the landlord's response was issued seven weeks after the visit had taken place. A series of further visits followed, none of which appeared to give the landlord the information it required to resolve the damp and mould issue. The Ombudsman's complaint handling

code states that a complaint response must be sent when the answer to the complaint is known, not when outstanding actions required to address the issue are completed.

42. When the landlord provided its complaint response, on 5 October 2021, it addressed the resident's reports of damp and mould but did not address his report of a seized plug or concerns about the electrics in his property. The landlord's response to the damp and mould issue was inadequate, insofar as it summarised jobs that had been raised (with one having been cancelled without explanation) but did not propose a robust and timebound action plan to resolve the issue. It simply said it would complete the damp and mould repairs once it had completed an inspection.
43. The landlord's response dated 5 October 2021 was its first formal response to the resident's complaint, and so would be assumed to constitute its stage one response. However, the response did not state which stage of the landlord's complaints process the complaint had reached, and when later contacted by this Service, the landlord said that this was its final response to the resident's complaint. It also wrongly said that the resident had requested escalation to stage two before the landlord had provided a stage one response, whereas the resident's escalation request had been in relation to a different complaint. The resident therefore did not have access to the two-stage complaints process set out by the landlord in its complaints policy, and (in one of the versions of the landlord's letter) was not signposted to this Service in the landlord's final response as the Ombudsman's complaint handling code requires. The fact that the landlord has provided two versions of its final response calls into question the reliability of this record.
44. Since the landlord did not address the resident's concerns about the electrics in his property in its final response, the Ombudsman asked it whether this matter was considered as part of a separate complaint. The landlord confirmed that the electrical concern was considered as part of the resident's current complaint, and provided an update. It therefore had the opportunity to respond to this aspect of the resident's complaint in its response of 5 October 2021, but did not do so. This denied the resident a comprehensive response to all aspects of his complaint.

Determination (decision)

45. In accordance with paragraph 52 of the Scheme, there was:
 - a. severe maladministration by the landlord in its response to the resident's reports of damp and mould;
 - b. service failure by the landlord in its response to the resident's request for his electrics to be reviewed;

- c. severe maladministration by the landlord in its complaint handling.

Reasons

- 46. For a period exceeding two years, the landlord delayed in repairing damp and mould in the resident's property. This resulted in him losing the use of his only bedroom and caused him significant distress and inconvenience. It also caused him to be concerned about the impact on his health. The repair works remained outstanding at the time of writing this report.
- 47. The landlord has carried out regular inspections of the electrics in the resident's property, and is not obligated to rewire the property if it has not identified a need to do so. However, it did not respond appropriately to the resident's report of a seized plug in his kitchen in June 2021.
- 48. The landlord's complaint handling fell short of the expected standard. Its response was delayed, ill-informed, unapologetic, and addressed only one of the two issues raised by the resident in his complaint. The landlord also did not follow the two-stage complaints process set out in its policy, and did not offer any compensation in circumstances where it specifically said it would do so. These failures contributed to the extended period for which the resident had to live with the damp and mould issues.

Orders and recommendations

Orders

- 49. The landlord is ordered to do the following within four weeks of the date of this report:
 - a. Send a written apology to the resident from its Chief Executive Officer.
 - b. Pay the resident £3,947.48, comprising:
 - i. £3,247.48 for its response to the resident's reports of damp and mould;
 - ii. £100 for its response to the resident's request for his electrics to be reviewed;
 - iii. £600 for its complaint handling failure.
 - c. Share a copy of its contractors' inspection reports with the resident, if it has not already done so.
 - d. Make arrangements to carry out the necessary damp and mould repairs, if it has not already done so, with details of the works to be provided in writing to the resident and this Service in advance.
 - e. Review the Ombudsman's spotlight report on damp and mould in light of the issues raised in this report.

- f. Provide evidence of compliance with the above to this Service.
50. The landlord is ordered to complete a self-assessment against the Ombudsman's [complaint handling code](#) within 12 weeks of the date of this report. In particular, this should consider identifying complaints as formal complaints under the definition of the code, and timescales for responding to complaints. A copy of the self-assessment must be provided to this Service.