

Case summary:
Severe maladministration finding
Landlord: Hackney Council
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Case reference: 202107868

Complaint category: Leaks, damp and mould and complaint handling

The complaint

Ms D complained about the landlord's response to her reports of water ingress, damp and mould at the property. The Ombudsman also considered the landlord's complaint handling and compensation offer.

Background and summary of events

In late 2019, Ms D reported issues with damp and mould at the property, in the hallway and on the kitchen walls. In response the landlord raised an inspection and a few weeks later, it raised works for an extractor fan to be installed in the bathroom. Works were also raised to mould wash the hallway walls, apply anti-fungal treatment and apply barrier coat and sealant and repaint. Additionally, bubbling paintwork was required to be removed from the hallway ceiling and the same treatment carried out to the hallway walls. Works to mould-wash the kitchen wall and associated follow-up treatment was also raised.

The landlord later stated to the Ombudsman that it had spoken to the repairs operatives and there was no access appointment in early 2020, but it no longer has the evidence, or evidence of any attempted follow up. The works were re-raised later in 2020, following Ms D chasing these works and reporting continuing problems with leaks at the property. There is no information as to whether they were carried out after having been re-raised.

Nine months later the landlord received a complaint from Ms D about the mould and damp, which she said had been waiting to be addressed for over two years. She said she wished to be decanted as resolution to her complaint. The landlord spoke with Ms D about her complaint and wrote to her, acknowledging her complaint and advising its average response time was 10 working days.

The landlord provided its stage one response and advised that it could not comment on any historical issues due to a cyber-attack. It noted that Ms D had said she would like a surveyor to attend the property as a matter of urgency to assess the damage and that she wanted to be decanted to another property. The landlord expressed empathy for her frustration and said that it regretted any distress caused to her. A surveyor's appointment was booked.

The landlord says it gave Ms D information on making an insurance claim for damage to goods but had received no response.

Ms D replied to the stage one response stating her unhappiness with the whole situation and the leaks in the property. She said it had had a big impact on her health and nothing had been done for more than a year. Ms D described some of the things

damaged by leaks and mould at the property and requested reimbursement and compensation for the items and for the impact the situation had had on her.

In early 2021, the landlord did a virtual inspection and found significant amounts of mould affecting the front room, kitchen, hallway and bathroom. It said the lack of mechanical ventilation in the bathroom and location of the property meant condensation was likely to be a problem. However, the extent of the mould meant other sources should also be investigated.

A physical inspection a month later determined that there was water ingress from multiple sources and a temporary decant was urgently required, due to health and safety implications. Ms D emailed the landlord advising that the surveyor had said she needed to be moved and asked how long it would take.

Ms D emailed the landlord again the following month, requesting escalation of her complaint and for a permanent rather than temporary decant, emphasising the length of time the issues had been going on for and the detrimental impact on her health as a result.

Following inspections at the properties above and adjacent to Ms D a leak was found coming from a washing machine which was resolved on the same day.

Ms D contacted a local councillor who raised a member's enquiry, and she asked to take the complaint to stage two. The landlord delayed accepting the request until after it had completed the member's enquiry. The landlord later explained that it often did so to avoid having two processes running at once. The landlord advised Ms D it would respond within 20 working days and said that it would let her know if there would be a delay. She chased the landlord a month later for a response and reiterated the situation in the property.

A month later the landlord sent its stage two response, upholding the complaint, acknowledging that there had been a six-week avoidable delay in responding to Ms D's reports of damp and mould and offering her £60 compensation in recognition of this and a permanent decant to another property, although the landlord could not say when that permanent decant would be.

As she was not satisfied with the landlord's position, she referred the matter to the Ombudsman.

Assessment and findings

Repairs

Ms D said she had been reporting the issues for over two years and, additionally, questioned the condition of the property when she moved into it. There are unfortunately very limited records available, which the landlord has said is due to a cyber-attack.

There is evidence, however, of the resident reporting issues with damp, mould and leaks at the property in late 2019, which remained unaddressed for a substantial period of time. The surveyor noted health and safety implications in the condition of the property in early 2021.

Notwithstanding the lack of records, Ms D says the works were not carried out and the outcome of the surveyor's report supports this, finding water ingress and the substantial associated problems being present and unresolved at that time. The landlord provided a summary of the records it has been able to recover in its submissions to the Ombudsman. These state that there was a missed appointment by the resident in early 2020 and the landlord says this was confirmed by the operative verbally. However, the accompanying photograph proofs are missing. Other records are marked as incomplete or closed without clear reason so the overall reliability of the recovered records is not clear.

The delay in attending the property, carrying out inspections, investigations and ultimately works to resolve the issues was unacceptable and inappropriate and is aggravated by the severity of the issues which were left without remedy and contributed to further deterioration of the issues over time and health and safety implications.

The landlord did not respond to the reports in accordance with its own timescales for repairs as set out in its repairs policy, nor keep the resident updated, explain delays or manage expectations in any way.

Having received the report of the condition of the property in early 2021 the evidence provided indicates that the landlord did not then commence to act in an appropriate and responsible manner in dealing with the issue. In addition to its previous failings, it did not urgently decant the resident as was advised – even if this was not permanent, as the resident had requested.

Although the landlord references a cyber-attack, email chains of conversations remain available and yet there is no explanation for the delays throughout or any evidence of effective communication, expectation management or reasoning for decisions taken – including reasons to not decant the resident when it became very apparent that this was quickly needed.

Complaint handling and compensation

The landlord responded within the time frame set out in its complaints policy at stage one and in its response appropriately expressed empathy for the situation and

advised that Ms D had been scheduled to receive a surveyor's visit at the earliest opportunity, which was a month thereafter.

The landlord's complaint response said it could not comment on historical reports due to the cyber-attack. This was unreasonable. Although it did not have the primary records, it could have looked at other sources, such as emails, interviewing staff or technical assessment of the property. Even if this found no new evidence, it would show that the landlord was making all reasonable efforts in investigate the complaint.

While the landlord was not responsible for the cyber-attack neither was Ms D, and it was unfair to disadvantage her because of the lost data. It was clear that she reported the issues in late 2019, and the repairs were outstanding when she made the formal complaint the following year.

The landlord missed opportunities to investigate what had gone wrong and to put things right accordingly. Although the landlord spoke to Ms D and offered a surveyor's appointment, there is no investigation of the issues raised.

The stage two escalation request took six months for the landlord to respond to, against its 20-working day timescale. There is no explanation or apology for this delay.

Ms D contacted her local councillor in early 2021 because she was dissatisfied with the complaint response. It was of no benefit to the resident, or the goal of issue resolution, to delay the stage two to complete the member's enquiry.

The stage two response was wholly unsatisfactory. Whilst it reasonably offered a permanent rather than temporary decant, there is no evidence of investigation into the issues having taken place, or a review of its stage one response. The failure to provide any timescale or expectation management in respect of Ms D's decant was unacceptable.

Whilst there is a serious shortage of social housing, in circumstances where there are health and safety concerns it is entirely unacceptable and inappropriate for the landlord to not have acted on this and to state that it does not know when a decant will be available. Subsequent to the complaint, the landlord offered hotel accommodation in lieu of a temporary decant. This was appropriate and had it been offered earlier, it may have partially mitigated the negative outcome for Ms D.

The landlord later confirmed that £60 is reflective of a £10 per week compensation amount, however this was not made clear in the stage two letter and is not indicative of its compensation policy which refers to Housing Ombudsman guidelines. Where compensation is offered, this should be explained or broken down according to service failures found. The landlord did not do this.

The landlord did not carry out an investigation of the issues, nor did it carry out a lessons-learned exercise and put in place steps to help prevent a recurrence. It gave no indication of when the resident would be decanted or information as to works that had been or would be carried out. It failed to apologise for incomplete works and failed to acknowledge its complaint handling failures.

Determination

We found severe maladministration for the landlord's response to Ms D's reports of water ingress, damp and mould at the property, and maladministration for its handling of the complaint and compensation offer.

We ordered the landlord to pay compensation of £1,500, and (if not already done) to offer and arrange to decant Ms D into other accommodation (even where this is not permanent) as a matter of urgency. We also ordered the landlord to carry out a thorough investigation of the issues at the property to provide Ms D with information in writing about its plans for carrying out repairs, and to share the Ombudsman's Complaint Handling Code with staff to ensure complaints are responded to in line with best practice.

We recommended that the landlord review how it manages members enquires on existing complaints to ensure they support the goal of resolving complaints, rather than causing delay.