

Housing

Ombudsman Service

Case summary:

Severe maladministration finding

Landlord: Homes for Haringey

Published: 15 February 2022

Landlord: Homes for Haringey

Case reference: 202100755

Complaint category: Repairs (leaks, damp, mould) and complaint handling

The complaint

Ms K complained about the handling of her reports of leaks, damp and mould at the property. The Ombudsman has also considered the landlord's handling of the complaint and record keeping.

Background and summary of events

In 2018, Ms K, a leaseholder, reported that there was a leak into her bedroom from the roof above. The landlord's records show that a repair order was raised and work to refix or renew the roof tiles was reported as completed in summer 2019. Two further leaks were reported later that year, one where a repair was completed and another where the landlord sent a surveyor.

In early 2021, Ms K emailed the landlord and explained that she had been in hospital after spending the last two months in a damp flat with two leaks and mould on the walls. She confirmed that two repair jobs had been raised with the landlord, one for a leak at the front of the property and one at the back, both of which required scaffolding. She received a text message stating that a roofer was on their way but no one turned up but explained that if they had turned up, there was no scaffolding in place so the work would not have been completed. A roofer was due to attend once the scaffolding was in place but again no one showed. She advised that the work to the back of the property had now been scheduled, but she had not heard anything about the work needed at the front.

Ms K explained that the current condition of the property was impacting her health conditions and she had been hospitalised twice. She added that the damp had spread across the whole ceiling and would be expensive to resolve. She said that she would be pursuing legal action if these issues were not resolved.

The landlord acknowledged the resident's concerns and raised a stage one complaint on her behalf. Following this, Ms K emailed the landlord and provided photos of the damp and said that she felt the flat was becoming uninhabitable, explaining that she was particularly vulnerable due to her medical conditions and currently needed to stay at home due to the Covid-19 pandemic.

Ms K contacted the landlord again to say she had not received an update on the progress of the repairs. The landlord responded the following day and apologised. The landlord issued its stage one complaint response and explained its contractors were waiting for government guidelines to relax to be able to resume their full duties. It added that its contractors had been affected by the pandemic but asked them to prioritise this work. It apologised that this was not the response the resident was expecting and thanked her for her patience.

Ms K expressed dissatisfaction that she would need to wait until the lockdown restrictions were lifted for a repair to take place. She said that the issue of the leaking roof had been ongoing since 2018, a repair was carried out in 2019, after nine months of complaining but this was not successful. She said that both leaks were due to be dealt with but she had now been told that the contractors were not available until the lockdown restrictions were eased.

Ms K reiterated the effect that this matter was having on her health and added that she had extra heating costs to keep her property warm due to the damp which she did not feel she should have to pay because of the landlord's negligence. She also expressed concern that the cost of the repairs was getting higher.

The landlord issued its stage two complaint response and confirmed that a repair took place in late 2020. A further leak was then reported and a survey carried out. The leak was finally fixed in early 2021. It apologised for the poor service and noted that there had been poor communication between contractors. It that the contractors had several workers shielding and their services had to be reduced as a result, but added that the contractors had not communicated regarding these delays in advance. It would offer the resident £50 compensation for her time and trouble, and £50 for any distress the matter may have caused.

Ms K responded that she did not feel the compensation was sufficient. She added that there were two separate leaks at the property and several points had been overlooked in the landlord's responses. She advised that the scaffolders had attended, but after seeing that scaffolding had been erected at the next door property, decided not to proceed, this meant that the roofers could not attend. She added that this had nothing to do with Covid-19. Following this, the scaffolding was erected but several roofers did not attend. She said that the work was completed in January 2021, however, there was still the issue of damp and mould inside the property and dampness along the external wall. Regarding damp at the back of the property, this was reported promptly to the landlord but had not been resolved. Ms K asked for her complaint to be reviewed by the Tenant Panel.

The Tenant Panel upheld Ms K's appeal due to the time it had taken the landlord to complete the repairs. It recommended that a more senior officer visited her property to listen to her concerns and explain how the landlord would resolve both leaks and provide timescales. It said that this should include a thorough inspection of the roof to determine what caused the leak at the front and back of the property. The panel felt that the landlord's offer of £100 was in line with its compensation policy. It acknowledged that the resident had requested compensation for the damages caused to the property, and recommended she sought independent advice as it could not award additional compensation under its remit. The panel also recommended that the landlord should ensure that the installation of scaffolding and the roofers are scheduled to run concurrently to eliminate any future time-wasting.

Ms K emailed the landlord and asked for written confirmation that the landlord had completed both roof repairs to a satisfactory standard so that she could pursue a claim with the landlord's insurer. The landlord's records show that a further repair appointment was arranged to take place in late summer 2021 to inspect the roof and the internal ceiling. As she was not satisfied with the landlord's position, she referred the matter to the Ombudsman.

Assessment and findings

The landlord has acknowledged that there was poor communication by its contractors when arranging the works from autumn 2020 onwards and has apologised for any inconvenience caused. There is likely to have been some delay during this period due to the impact of Covid-19 on supplies of materials and available workforce. However, the landlord would be expected to keep the resident regularly updated on when the work would go ahead and the reasons for any delay, which it does not appear to have done. The landlord did explain in its final response to the complaint that there were delays caused by members of the contractor's staff shielding during the pandemic. However, this was not clearly explained at the time.

Ms K was admitted to hospital several times and she made the landlord aware of this. The landlord was aware that the resident suffers from medical conditions which she said were made worse by living in a property affected by damp and mould. It is the established view of this service that landlords should take reasonable steps to support residents who are vulnerable, such as prioritising repairs and offering support and advice to help them improve their living conditions while they are awaiting repairs. In this case, it would have been appropriate for the landlord to have advised her on how she could make a claim under the buildings insurance policy for her property. Ms K may have been able to use the insurance to temporarily move to another property until her property was repaired if, as she suggested, her property was uninhabitable due to the damp and mould.

The landlord also should have looked to prioritise repairs given her vulnerabilities and the fact that there was damp and mould in the property during the coldest months of the year. In its final response to the complaint the landlord stated that it does not take into account any disabilities or vulnerabilities of leaseholders when scheduling repairs and all repairs are scheduled in date order based on when the repair was first reported. It said this is because not all vulnerabilities are known to the landlord. The landlord went on to say that if residents make its contractors aware of any vulnerabilities when they are on site, the contractors would report this to the landlord and the landlord would consider whether any additional support could be offered. In this case, the landlord's records confirm it was aware of Ms K's vulnerabilities prior to autumn 2020.

Ms K has said that she also made the contractors aware of her vulnerabilities when they attended but it is not clear from the information provided whether the contractors informed the landlord or this. Whilst the Ombudsman accepts that the landlord could not take into account vulnerabilities which it was not aware of, in this case it was clearly aware of her vulnerabilities and should have taken steps to support her.

The landlord acted fairly in acknowledging its mistake and apologising to the resident for the communication of its contractors. However, it is unclear from the evidence provided as to whether the repairs needed to the front and back of the property have now been resolved. The landlord has not demonstrated that it had learnt from the resident's complaint and improved its communication following its responses.

The compensation offered by the landlord of £50 for Ms K's time and trouble and £50 for any distress is not proportionate to the service failures identified. The compensation offered is not in line with our remedies guidance. In this case, the delays and poor communication were not of short duration and may have affected the outcome as the resident has reported that the damage to the interior of her property has worsened because of the length of time it has taken to resolve the leaks.

Ms K advised that she was seeking additional compensation for damage to the internal décor of the property. This point was raised during the complaints process, but it does not appear to have been addressed by the landlord in its complaint responses. She argued that the damage to the décor was made worse by the delay in fixing the leak and the landlord has not provided satisfactory evidence to counter this allegation. In view of this, the Ombudsman can only conclude that the delays contributed to the damage to the décor and that the landlord should either arrange for the internal damage to be repaired or refer her claim for this damage to its insurer so the insurer can arrange a settlement.

Ms K also requested compensation for damage to her belongings. It does not appear from the evidence provided that this was raised during the landlord's internal

complaints procedure and therefore the landlord did not have an opportunity to address this in its stage two complaint response. In her correspondence, Ms K also raised concerns about contractors missing appointments and failing to complete work as scaffolding had not been placed in advance. The Ombudsman would usually consider an appointment to be missed or failed if the contractor either did not attend or attended but could not complete the repair because of a mistake by the landlord. However, if the failed appointment was due to an issue beyond the landlord's control, it would not be expected to compensate for this. The dates of any missed or failed appointments remain unclear from the evidence provided and therefore it is not possible to assess exactly how many appointments were missed. The difficulty in assessing this is partly due to the lack of repair records provided by the landlord. As we cannot determine exactly how many appointments were missed, however, it would be fair for the landlord to pay an overall award of compensation for the inconvenience any missed appointments and the lack of clear records confirming the dates of appointments and the work carried out on each visit. This has been taken into account as part of the total compensation awarded by the Ombudsman.

The landlord's handling of the complaint

There was a slight delay in issuing a stage two response, but the landlord acted appropriately by apologising for this delay in its complaint response. However, there has been service failure by the landlord in respect of its handling of the associated complaint in that it failed to address certain aspects of Ms K's complaint, including her concerns about missed and failed appointments, her additional heating bills due to the damp in the property and her concerns about mould in the property and the effect on her health. It would have been appropriate for the landlord to explain its position for each aspect in order to manage the resident's expectations.

Furthermore, the landlord failed to follow the Tenant Panel's recommendation to visit the property to discuss the resident's concerns and complete an inspection of the roof. Although this was after the landlord's stage two response, the landlord would be expected to follow the panel's recommendations or explain why it would not, or could not, follow them. The landlord does not appear to have explained why this did not happen which is likely to have caused further inconvenience.

There has also been service failure in respect of the landlord's record keeping. The Ombudsman would expect a landlord to keep a robust record of contacts and repairs, yet the evidence has not been comprehensive in this case. The landlord's repair records did not distinguish between repairs needed to the front of the property and the back. The landlord also failed to provide evidence of appointment dates or the details of the work completed for each job reference. In this case, the landlord's poor record keeping appears to have contributed to its failure to distinguish between the two separate repairs in its complaint responses. This may

have caused additional uncertainty for Ms K as the landlord has not demonstrated that it had investigated its handling of the two separate repairs.

Determination

We found severe maladministration by the landlord in respect of its handling of the resident's reports of leaks, damp, and mould at the property and maladministration for its handling of the complaint and record keeping.

We ordered the landlord is to pay compensation of £600, including £300 in recognition of the time and trouble, and inconvenience caused, including any missed appointments.

We ordered the landlord to arrange for a surveyor to inspect the roof to assess whether the leak issues have now been resolved and draw up a schedule of work for the completion of the outstanding repairs.

We also ordered the landlord to either arrange for the internal damage to be repaired or refer a claim for this damage to its insurer. The landlord should also refer the request for compensation for damages to her belongings and increased energy usage because of the leak to its insurer or assess this claim itself.

We further ordered the landlord should review how it responds to the recommendations of the Tenant Panel and recommended it take steps to establish a system of record keeping that ensures that all repairs, including appointment dates and the details of the repair, are recorded and retained.