

Case summary:
Severe maladministration finding

Landlord:
Inquilab Housing Association

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Case reference: 202000804

Complaint categories: Repairs, complaint handling

The complaint

Ms R complained about the response to repairs needed to her home, including leaks in the bathroom and mould in the bedroom, and complaint handling.

Background and summary of events

Ms R had been reporting issues with mould since early 2018, which were affecting a bedroom and living room walls.

An independent report commissioned by the landlord was carried out the following year. It found a leak in the bathroom which had “been ongoing for some time” and the whole area “requires opening up, the cause of the plumbing leak should be thoroughly investigated.” It recommended various repairs and advised the family be moved while the area was allowed to dry and the repairs take place.

The bedroom wall adjoining the bathroom was also noted as being damp and that although there was black mould in other rooms, the cause in the other rooms was considered to be condensation. The report included photographs to highlight the issues identified, such as the plumbing leak in the bathroom, the affected skirting boards and walls, mould, the poorly fitted rear door and the meter readings which indicated condensation.

In 2020 Ms R contacted the Ombudsman and expressed her concerns about the landlord’s service. The landlord had said it would send a schedule of works but she had not received a response. No works had taken place until late 2019 when a bath panel was removed and two leaks were found and “the whole underneath was saturated and rotten”. Ms R explained that at this stage her daughter’s bedroom had not been used for a year due to mould and the contents “destroyed”.

The Ombudsman escalated the complaint to the landlord with a request that it provide a complaint response to Ms R. Ms R contacted the Ombudsman again and reported that she had still not heard from the landlord. A further request was raised by the Ombudsman for the landlord to provide a response, and if there was a delay due to the pandemic, to let Ms R know.

The following month Ms R contacted the Ombudsman again to report that she had not had a response from the landlord despite the Ombudsman’s escalation. The Ombudsman sent the landlord another chaser.

In the late summer of 2020 Ms R again contacted the landlord direct to raise her concern about the lack of communication about outstanding works, surveyor reports and compensation for damaged goods from leaks in the property. The landlord responded, apologised for the delay in responding and said it would meet to discuss the case and respond to the issues. On 29 August 2020 the landlord said that arrangements had been made to repair the drainage system which was blocked and causing damp to the bedroom and that once completed and the walls dried there were further works to be carried out inside the property. It asked if there were other issues Ms R was waiting for the landlord to deal with.

Ms R responded by asking about the findings of the last two surveyor reports and when the rest of the works were going to be carried out. She told the landlord that she had been sharing a bedroom with her daughter for over a year, the second bedroom had no flooring or blinds and asked when the landlord would reimburse her for the damage to her goods, caused by the leaks.

The landlord replied by explaining that the queries were passed to its maintenance staff and that future communication should go to that team.

Ms R contacted the landlord again, saying she felt the landlord was not treating her concerns seriously. She explained that the maintenance staff visited the property 11 months ago but no progress had been made. Ms R iterated her query about compensation for her damaged items. The landlord replied the next day, saying that the repairs were being dealt with by the asset team and a particular member of staff would be approached for an update. Ms R queried who would deal with compensation.

At this point Ms R told the Ombudsman her daughter's room had now not been in use for 1.5 years as it was damaged by two leaks in the bathroom. She also listed a number of other repairs, such as a blocked gully and drain, and various minor repairs around the house.

The Ombudsman issued an information request to the landlord on 16 October 2020. The landlord's response to the information request conveyed that the complaint was still at stage one of its internal complaint process. The landlord said that it was aiming to visit the property and then contact Ms R to discuss the complaint.

Ms R reported further communication issues and a lack of a response from the landlord. Ms R explained that her items and possessions had been damaged, she was not able to use the second bedroom, there was damp and mould in the property, she was embarrassed and that both her and her daughter's physical and mental health had been affected. Ms R also reported that her daughter had been self-harming due to the lack of her own space and she herself had anxiety, which was exacerbated due to lockdown.

The Ombudsman confirmed to both parties that the complaint would be progressed to formal investigation.

Assessment and findings

Repairs

The evidence seen shows that Ms R was residing in a property with mould and damp for at least two years. The landlord failed to meet its repair obligations as well as its obligations to keep the property free from damp and mould.

The earliest reports of damp and mould were from early 2018. The landlord was aware of the outstanding list of repairs identified by the inspector. The works identified to address the damp in the bathroom required Ms R and her family to move out whilst the works were to be completed. There is no evidence to show that the works were completed, or that an action plan and timeline for the works was created, or that Ms R was kept updated about the landlord's progress in managing and completing the repairs. This was not appropriate or in accordance with the landlord's statutory repairing obligations.

The required repairs were outstanding for at least two years. The landlord's failure to respond to the repairs resulted in a further failure to ensure that the property was free from damp and mould as is required under the Housing Health and Safety Rating System. There was therefore a severe failing by the landlord in its response to the repairs identified.

The evidence seen demonstrates that the landlord's communication and handling of the repairs were not appropriate or in accordance with its policies or repairing obligations. There was a service failure due to the unreasonable pace of its responsiveness to the outstanding repairs and the lack of proactive management of the repairs. In one example of the internal exchanges which it provided the Ombudsman a copy of, the landlord's response to Ms R's reports of dissatisfaction was to discuss a different set of repairs and consider that Ms R was "ok". It did not evidence its plans to follow up and complete the repairs nor did it provide Ms R with a reasonable response. It failed to demonstrate an awareness of the detriment which Ms R was experiencing by its lack of action and lack of reasonable communication.

The landlord did not demonstrate an assessment of how its failure to respond to the leak contributed to the exposure of Ms R's items to the damp, and therefore whether it should have also offered redress for the damaged items. It also failed to assess the appropriate level of redress for the loss of one of the bedrooms due to the mould.

Complaint handling

There is no evidence of any investigation of the complaint issues by the landlord or any complaint responses being issued. The landlord did not fully engage in the complaint which Ms R raised about the repairs and about the damage to her belongings. This was despite the Ombudsman's prompts for it to do so.

Determination (decision)

We made two findings of severe maladministration. The first concerned the landlord's response to repair requests including leaks in the bathroom and mould in the bedroom and the second for its complaint handling.

We ordered the landlord to:

- Pay a total of £3,633 compensation, including £2,033 for the loss of the bedroom and the remainder for distress and inconvenience
- Provide a detailed schedule of works, with timescales, to deal with all the outstanding repairs at the property, carrying out further inspections if required
- Discuss the scale of the damage to Ms R's possessions and offer redress to reflect this
- Conduct a senior management review into this case, including why it failed to carry out the required repairs at the property and failed to raise and respond to a formal complaint despite multiple interventions by the Ombudsman.

We also ordered the landlord to revisit its self-assessment against the Housing Ombudsman's Complaint Handling Code and consider if there are further changes it needs to make in light of the findings from its investigation.