

**Case summary:**

**Severe maladministration finding**

**Landlord: Onward Homes Limited**

**Published: 13 October 2022**

## Landlord: Onward Homes Limited

**Case reference:** 202011902

**Complaint categories:** Responsive repairs – leaks/damp/mould, Reimbursement of costs incurred by a resident, Delays in responding to a complaint

## The complaint

The complaint is about the landlord's handling of:

- Ms D's request for a replacement window, due to her bedroom being affected by damp and mould
- a request for compensation for damaged belongings
- the formal complaint

## Background

Ms D is a tenant and lives in a ground-floor flat in a Grade II listed building. The landlord is responsible for repairs under the terms and conditions of the tenancy agreement.

Ms D had been reporting damp and mould issues since February 2020. She raised a formal complaint with the landlord, via her MP. She explained that the window frames were rotten, and this was causing dampness and mould in her bedroom. She explained she was not sleeping in the bedroom and had got into debt by purchasing a dehumidifier under a hire purchase agreement. She also explained that she suffered seizures which were exacerbated by stress.

The landlord carried out mould treatment in Ms D's home.

In spring 2020 the landlord issued a complaint response. It promised to consider Ms D's request for new windows as soon as possible. It offered £175 compensation as a gesture of goodwill.

In the winter of 2020, the resident contacted the landlord about dampness and mould in her bedroom once again. She explained that some of her belongings had been damaged. She asked the landlord to repair or replace the windows in her home.

The landlord reopened the complaint at 'stage 1.5' but did not explain this to the resident. The landlord subsequently recognised this and apologised.

In response to the complaint, the landlord said the problem was a *classic* case of condensation which had not been managed by Ms D. The landlord explained to Ms D that she was responsible to manage the property in a reasonable manner which would include washing the mould. It said it was likely Ms D had not been cleaning the condensation and mould.

The landlord went on to explain that as the property was a Grade II listed building promised would be required to complete the works. It said the works would be completed on a planned programme in 2022/23.

Ms D was not satisfied with the landlord's answer and asked for her complaint to be escalated. She said she was looking for the window in her bedroom to be replaced and for the landlord to offer compensation.

The landlord issued its final response in spring 2021. It said it could not offer an immediate replacement as the works were complicated and extensive. It offered to arrange a further inspection and assess whether any interim works would be possible. The landlord later found that the windows were beyond repair.

Ms D was not satisfied with the landlord's response and asked the Ombudsman to investigate.

## Assessment and findings

### ***The handling of dampness and mould and repairs to the windows***

The Ombudsman acknowledged that when Ms D initially raised concerns, the landlord explained the difficulties faced with replacing the windows. It also offered £175 compensation. This was reasonable.

However, when Ms D raised further concerns about the dampness and mould from the windows in the winter of 2020, it took the landlord three months to request photographs to assess the damage.

The Ombudsman found this to be an unreasonable delay due to the impact of the dampness and mould. There was also no evidence that the landlord considered whether the property was uninhabitable due to dampness and mould.

There was no evidence to support the landlord's finding that the condensation was due to Ms D's inaction. This was unreasonable because the landlord concluded the windows were beyond repair.

Importantly, the Ombudsman's findings were that the landlord had not demonstrated it adequately investigated Ms D's concerns about the window.

While the landlord acknowledged that there had been a delay in completing the repair and offered an apology for this, it failed to offer any compensation for the resulting distress and inconvenience caused to Ms D.

### ***Complaint handling***

There was no stage 1.5 in the landlord's complaint procedure, nor did the policy allow for complaints to be reopened outside the process. This caused some confusion which was further compounded by delays in issuing a final response for almost seven months.

## **Compensation**

The landlord's policy was clear that it could consider complaints about damaged belongings. However, it had not responded to Ms D's requests for compensation for her damaged contents in this case. The Ombudsman concluded the landlord had not complied with the obligation in paragraph 3.14 of the Complaint Handling Code (2020), to *address all points raised in the complaint*.

## **Determination**

We found severe maladministration for the landlord's handling of Ms D's request for replacement windows and for her request for compensation.

We also found maladministration for the landlord's complaint handling.

We ordered the landlord to pay a total of £2,175 compensation and to apologise for the way it had handled things.

In addition, we said the landlord had to obtain an inspection of the property by a suitably qualified surveyor to determine if it was habitable. If the surveyor concludes the property is uninhabitable, it must consider decanting the resident or offering a rent reduction until the windows are replaced.

Lastly, we told the landlord to review its complaint handling practices and its handling of damp and mould cases, in line with the Ombudsman's Spotlight on Damp and Mould.

We recommended that the landlord inspect the other properties in the building to uncover if any other windows need to be replaced.