

Housing

Ombudsman Service

**Case summary:
Severe maladministration finding**

Landlord: Tendring District Council

Published: 31 March 2022

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Complaint reference: 202101347

Complaint categories: Repairs (leaks, damp, mould), complaint handling

The complaint

Mrs P complained about the landlord's handling of repairs. The Ombudsman also considered the landlord's handling of her complaint and its record keeping.

Background and summary of events

In late 2020, Mrs P wrote to the landlord to raise a complaint. In her letter she said there had been a 'lack of repair work' carried out on her property by the landlord, including a roof leak which affected one of her bedrooms and falling artex, and she was 'angry, frustrated and depressed' at the prospect of having to endure another winter without the repairs being completed.

The landlord responded stating it thought the roof repair had been rectified but would examine again and then consider the other repairs. Mrs P and the landlord corresponded for several weeks and during the Stage Two response the landlord apologised and offered £100 compensation. Mrs P advised that she remained unhappy it had taken a complaint to address some of the repairs and, while she stated she was pleased that the landlord had now started works, she referred to the repairs which were still yet to be completed.

Assessment and findings

The landlord's handling of repairs

It is not disputed that Mrs P reported various repair issues at her property, including a leaking roof, a rotten window frame and blown plaster and damaged artex to one of her ceilings and the landlord acknowledged in its complaint responses that there were 'several outstanding repairs' at her property. As part of this investigation, the landlord was asked for records concerning its investigation into the repair reports. The landlord was also asked to provide copies of survey and inspection reports, feedback from contractors, repair logs and details of when it attended the property to complete works and details of any works that remained outstanding.

From the information provided, while it is apparent the landlord has attended the property on various occasions since the initial repair reports, it is difficult to establish a precise chronology and summary of events regarding how it has handled the repairs. In particular, regarding the leaking roof, it is difficult to confirm whether the landlord has fully established the cause of the leak.

Landlord repair logs, contained within internal email correspondence, indicate that it raised an order in mid-2019 to inspect the property following reports of 'various issues regarding leak and asbestos'. Two days later, a further inspection order was raised to 'inspect roof and rectify'. Further orders were raised in late 2019 and early 2020.

The Ombudsman has not seen further records that show the outcomes of the inspections raised. While the further repair orders noted above indicate that the landlord sought to 'check' if the roof was still leaking, no evidence has been provided to this investigation regarding how the repair was being investigated or progressed until a further repair log from early 2020 which notes '(contractor) quoting for roof repairs'. This is not appropriate and means that some six months had passed since Mrs P's initial report before the landlord noted that a contractor was quoting for works. This is a significant delay and the lack of comprehensive repair logs means that the landlord is unable to evidence what, if any, actions it took in the meantime. It is also noted that, after the entry made in early 2020, the Ombudsman has not seen any further information regarding the quote itself, such as what the contractor was quoting for or when the work was carried out. This is not appropriate and again means the landlord is not able to evidence that it was progressing the repair in accordance with its repair responsibilities.

There are no further records relating to the roof repair until after Mrs P lodged her complaint, advising that it had not been resolved. This was unacceptable and is evidence of a further significant delay, which is likely to have caused her considerable inconvenience. In response to her complaint, the landlord advised it would 'have another look' and that 'once we have fixed the roof then we can rectify your other repairs'. However, the Ombudsman has not seen evidence of the outcome of that inspection. This is not appropriate, and the landlord's lack of comprehensive repair records again means it is not able to adequately show what steps it took to deal with the issue, and it is unable to demonstrate whether it responded appropriately.

The Ombudsman notes that, in internal correspondence, the landlord acknowledged that 'there does seem to be some sort of communication breakdown on certain repairs i.e. the roof and the window works, where we have thought the issue was sorted but then finding out it has (sic) not'. It also noted 'we have made repairs and not kept (the resident) informed so that she does not realise we have been carrying out work'. The landlord noted it attended Mrs P's property 'to see actually what we are dealing with' and states that 'there is an issue with the roof'. However, while it states the matter is 'in hand' as contractors are awaiting a permit to erect scaffolding and further investigate the roof issue, it does not provide any further details and the Ombudsman has again not seen any further information regarding any inspections or follow-on work carried out by the contractors. From the information made available to this investigation, it remains unclear what the issue with Mrs P's roof actually was. This is not acceptable and raises concerns regarding the landlord's record keeping and how it managed its repair responsibilities.

Following the landlord's final complaint response in late 2020, exchanges between Mrs P and the landlord indicate that the landlord had attended the property to carry out works. She thanked the landlord for carrying out 'the brick replacement' but queried when 'an actual roofer' would go into her loft to see if the repair had worked.

While this indicates that the landlord had now attempted a repair to the roof, the Ombudsman has not seen any evidence that details the work that was carried out, or when it was completed. The landlord responded to advise it would carry out a further inspection and requested her availability, however, the Ombudsman has not seen evidence regarding when the inspection ultimately took place or what the findings were.

It is noted that Mrs P, in correspondence with the Ombudsman, states that the roof was 'only patched up' and the matter has not been fully resolved. The landlord has, in the information provided to this investigation, indicated that there is no work outstanding at the property, although it simultaneously advised that some work had been cancelled as it was not able to arrange access, including the replacement of four vented roof slates. From the information available, the Ombudsman will not be able to determine whether the roof repair has been completed, however an order has been made at the end of the report for the landlord to carry out a final inspection and write to Mrs P with confirmation of the outcome and details of any further works identified.

The emails refer to the repair to Mrs P's window which the landlord notes was 'rotten and needs replacing'. However, it goes on to state that 'we thought this had been done but this is definitely not the case'. While it noted that it had authorised contractors to 'rectify' the window, this again indicates that the landlord had not appropriately managed the repair in the first place and had not overseen the work carried out on its behalf. From the landlord's own records, it initially raised a repair to 'overhaul/repair wooden external window frames until scheme is sorted to replace' in 2018. That it responded some two years later and confirmed it believed repairs had been completed when they had not was unacceptable. Its handling of the repair was not appropriate and contributed to a further significant and avoidable delay in completing a repair. It is noted that, in correspondence with the Ombudsman during the investigation, Mrs P maintains that the window has still not been fully fixed, as a 'temporary' or 'holding' repair was carried out which has not been followed up on. Again, in the absence of any comprehensive repair logs, the Ombudsman has not seen evidence regarding the work the landlord carried out to Mrs P's window, or when this took place. The landlord is therefore again unable to evidence whether it responded appropriately to the repair reports, or whether there were any factors which may have reasonably contributed to this significant delay.

While the landlord has, in its correspondence with Mrs P, and within its complaint responses, acknowledged there were other, internal repair issues outstanding, including repairs to blown plaster and damaged artex on her ceiling, the Ombudsman has not seen any evidence that these have been completed, despite having been initially raised in 2019. This is unacceptable. While the landlord's position that it would carry out internal repairs once the roof leak was completed was reasonable, in the Ombudsman's opinion, there was still a significant delay which was likely to have caused distress and inconvenience. It is noted that in its submissions to this investigation, the landlord advised it still needed access to the property to 'make sure the roof is now watertight' and that there were repairs outstanding in the loft and the bedroom but its contractor was 'finding it hard to make contact with the tenant'.

In correspondence with the Ombudsman, Mrs P has advised that the landlord did attend to 'board her ceiling up' but that she had otherwise 'given up' chasing the landlord regarding the issue. While it is not disputed that the landlord has attended to carry out some repairs and following her complaint it was positive that it had regular communication with her and attempted to provide updates on the various repairs, it is a significant concern that in late 2021 the landlord still appears to be attending to repairs initially reported in 2019, over two years earlier.

The landlord's handling of the complaint

After Mrs P raised a complaint regarding the 'lack of repair work' at her property, the landlord acknowledged her concerns regarding 'the repairs that are outstanding' and provided an update regarding when a further inspection of her roof would be carried out as it had previously been of 'the understanding that our contractors' had completed a repair. It also advised that 'the repairs internally' would be rectified once the roof had been fixed but that before then, it would inspect to 'see exactly what needs to be carried out'.

However, while providing Mrs P with an update, its response was brief and did not acknowledge, or properly address, her concerns over the length of time that had already been taken to deal with the repairs she had reported. Additionally, other than advising when it would aim to carry out a further inspection of the roof, it did not give any time frame for when it aimed to resolve the issues. Records show that an order had been raised regarding her window over two years earlier, while a roof inspection order was raised in 2019. That the landlord did not acknowledge either of these apparently significant delays was not appropriate, especially as Mrs P had advised that the situation had caused her to feel 'angry and depressed' and its response did not demonstrate that it considered the effect the delayed repairs were having upon her.

It was also not appropriate that, within its response, the landlord did not provide Mrs P with more of an indication as to when it anticipated that it would carry out the yet to be identified works following its inspection. While it is acknowledged that some actions and timescales would be dependent on the outcome of the inspection, in the Ombudsman's opinion, the landlord still missed an opportunity to fully respond to Mrs P's concerns and to provide a more detailed explanation of the actions it had taken to progress the repairs so far. It also did not treat her fairly by providing an idea of how much longer the works may take.

It was also not clear that the landlord's letter constituted its formal response to Mrs P's complaint. It did not allocate the complaint a reference number, make any reference as to which stage of the complaint process it was responding at, provide any information regarding her complaint escalation rights, or how the complaint would proceed through its procedures. It was only in the landlord's Stage Two complaint letter that it clarified it considered the letter to be its initial complaint response. This was not appropriate and meant that the landlord did not initially handle her complaint transparently or in accordance with its own policies. As noted above, the landlord's Complaint Policy states that it will 'provide...a substantial response which outlines the findings of the enquiries (or investigations where appropriate)' and there is no evidence that it did this in its initial response.

Subsequently, in its Stage Two complaint response the landlord acknowledged that the repairs issues outlined by Mrs P had been 'the subject of exchanges (between us) for some time now'. It advised that it had 'every sympathy' and that 'it must make you question when the repairs will be made to the required standard'. This was an appropriate response and indicated that the landlord understood how the delayed repairs were likely to have impacted upon her. While advising that it did not 'take away from the amount of time to get to this point', it stated that it was now trying to keep her informed about the repairs and 'trying to progress those repairs', noting some of the steps it had recently taken to inspect the property, erect scaffolding, and commission repairs via a contractor. However, in the Ombudsman's opinion, the landlord's response remained vague and lacked detail. It failed to acknowledge exactly how long it believed the delays were and did not refer to individual repairs or provide an indication as to when Mrs P could expect them to be completed. As the Housing Ombudsman's Complaint Handling Code sets out, landlords should 'clearly set out what will happen and when' and it did not do so in this case. In the Ombudsman's opinion, the landlord's Stage Two response did not amount to a 'substantial response', nor did it fully outline any findings of the enquiries it had made into her complaint. This was not appropriate and meant that she was not treated fairly during the complaint handling process.

It is also noted that the landlord's Stage Two response went on to advise Mrs P that both she, and it, had been 'let down' regarding the standard of repairs previously carried out by a contractor. However, the landlord again should have provided more detail, such as specifying the failings it had identified and outlining the enquiries or investigations it had carried out to reach that conclusion. It is important to note that whether carrying out the work itself or contracting the works out, it was the landlord's responsibility to ensure that the repairs were carried out and that they were done to an acceptable level. While it may have been the case that its contractor did not carry out work to an acceptable standard, and the Ombudsman has not seen any evidence of the landlord's enquiries into this, it was not appropriate that the landlord's response appeared to absolve itself of responsibility for the standard of repairs carried out on its behalf.

It was appropriate the landlord sought to assure Mrs P that, as work carried out previously had been unsatisfactory, it would ensure that it checked upcoming works to the roof, window frame and wall/plaster. As per the Housing Ombudsman's Dispute Resolution Principles, identifying actions that can put a matter right is essential for effective complaint handling. It is important however that such actions are then progressed within an acceptable timescale. From the information available to the Ombudsman, it is unclear when, or if, these repairs were attended to and whether they have been quality checked as the landlord promised. This was not appropriate.

It was a reasonable response for the landlord to offer a further apology to Mrs P 'for the time taken to send you this letter and, more substantially, for the length of time you have had to live with the issues of the leaking roof, damaged window frame etc.'. It noted that it had 'sought to remedy those issues...but clearly they were not fixed' and that this was something 'that should not have happened'. This was a reasonable response from the landlord and indicated that it acknowledged that the significant

delays to the repairs were likely to have had a detrimental impact on her and how she enjoyed the use of her home.

Having indicated that it acknowledged the significant, and apparently largely avoidable, delays in carrying out the various repairs in the property, it was appropriate that the landlord offered compensation. However, its offer of £100 (which it described itself as 'modest') 'in recognition of the time taken to reach this conclusion and the obvious anxiety that this position will have generated' was, in the Ombudsman's opinion, inadequate. As part of this investigation, the Ombudsman asked the landlord to provide an explanation of how it calculated the compensation it awarded, but it did not supply this within the information it provided. In the Ombudsman's opinion, at the time of its final complaint response, the landlord should have used its discretion to award a higher amount that properly reflected the significant length of time taken to address issues Mrs P raised in 2018 and 2019 and the inconvenience and distress that this would have caused.

As a result of the absence of comprehensive repair logs, it is difficult to calculate the exact length of the delays relevant to each repair. However, using the date of the landlord's final complaint response as a reference point, it is noted that at this time 118 weeks had elapsed since the landlord raised an initial repair order regarding Mrs P's window repair. Similarly, 70 weeks had elapsed since the first inspection order was raised to inspect 'various repairs' and the roof leak. Taking into consideration the landlord's repairs handbook outlines that, non-urgent repairs should be completed within a maximum of 56 days, the repair to her window was at least 110 weeks overdue. Similarly, under its Right to Repair responsibilities, roof repairs should be resolved within 7 days, indicating that the repair was 69 weeks overdue. The Ombudsman considers that an award of £10 per week for the roof repair and £7 per week for the window repair would be more reflective of the inconvenience and impact these significant repair delays had on Mrs P. The Ombudsman also considers that a further award should be made to reflect the delays to the additional repairs and the poor quality of its initial complaint response.

The landlord's record keeping

The repair records provided to the Ombudsman by the landlord were limited in terms of detail and there appear to be significant gaps in their records. These gaps and omissions have meant the landlord has not been able to clearly demonstrate what steps it had taken to resolve Mrs P's concerns, its overall management of the issues and condition of the property.

Given the extent of the issues this investigation has highlighted with the landlord's record keeping, the resulting impact on its ability to ensure that repairs were completed to an appropriate standard, and the missed opportunity to fully review the history of the case when investigating Mrs P's complaint under its own complaints procedure, the Ombudsman considers it is appropriate to make a separate finding about the landlord's record keeping in this case.

Determination

We found severe maladministration regarding the landlord's handling of repairs and maladministration by the landlord regarding its handling of the complaint. The Ombudsman also found service failure by the landlord regarding its record keeping.

We ordered the landlord to apologise to Mrs P for how it has handled the repairs to her property and pay a total of £2,110 compensation.

We also ordered the landlord to carry out a further, final inspection of the property, confirm its findings and provide a plan of action, including time frames, for any further works identified.

We also recommended the landlord review the performance of the individual contractors used in this case and ensure that any performance related matters are raised via its contract management and monitoring processes. The landlord should ensure that its overall contract management and monitoring of contractor performance is robust and that any lessons learned from its complaint investigations are fed back to the relevant parties.

The landlord should review its record keeping procedures in relation to repairs, and ensure that it has robust record keeping arrangements in place which allow it to provide clear audit trails of all actions taken.

The landlord should also share the Housing Ombudsman's Complaint Handling Code with all staff dealing with resident complaints and ensure they have had up to date training regarding best practice in responding to complaints.