

Housing

Ombudsman Service

REPORT

COMPLAINT 202209993

Broxtowe Borough Council

14 September 2023

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's handling of the resident's reports that it had blocked the resident's access to her electricity meter.
2. The Ombudsman has also considered the landlord's record keeping, and;
3. Complaint handling.

Background

4. The resident lives in a flat. The flat's electricity meter is located in a communal area alongside the meters belonging to at least two other properties.
5. The resident contacted the landlord on 31 March 2022 explaining that she and her neighbours could not access their electricity meters, because they had been rehoused in a locked box. There were also new fire doors present which were further preventing access. The resident requested a key. The landlord raised this as a service request on 1 April 2022.
6. On 26 August 2022, the resident raised a formal complaint with the landlord. On 26 September 2022, the resident sent a chaser to the landlord, explaining that she had a faulty meter which was inflating her electricity bills; this could not be rectified until her utility provider could access the meter to attend repairs. On 19 October 2022, the resident requested to escalate her complaint, because the complaint remained unacknowledged and had yet to be responded to. She added that her energy company had attended on three occasions to replace the faulty meter, but had been unable to gain access.

7. On 2 November 2022, the landlord attended and showed the resident how to access the meters using her 'communal area key'. The landlord issued its stage one response on 8 November 2022. The response confirmed the instructions given to the resident about how to access the meter. It considered the matter resolved, but apologised for the time it had taken to respond.
8. On 1 December 2022, the resident escalated the complaint. The landlord provided its stage two response on 19 January 2023. It stated that:
 - a. The meters were locked away to prevent vandalism and had always been accessible with a 'communal areas key', which the resident had been provided with at the start of her tenancy. It apologised if that had not been explained to the resident.
 - b. It was sorry for the delays the resident had experienced in responding to her concerns.
 - c. It was not responsible for the costs the resident had reported.

Assessment and findings

The landlord's handling of the resident's reports that it had blocked the resident's access to her electricity meter

9. Although the evidence is unclear, it appears that the landlord had made the decision to rehouse the meters in a secure lockbox, situated behind a new set of fire doors, at some point in 2021. The resident wrote to the landlord on 31 March 2022 requesting access to the meters. She believed that the landlord had acted unlawfully by preventing access to the meters. Internal landlord emails show that this was raised as a service request on 1 April 2022. The resident chased the landlord on 26 August 2022, 26 September 2022 and 19 October 2022. Despite this, there is no evidence that the landlord responded until an operative attended to meet with the resident on 2 November 2022. The landlord confirmed this in its stage two response. It was at this point the resident was first given the instructions necessary to access the meters.
10. In the landlord's stage two response, it stated that "maintenance and investigation of the electrical meter is the responsibility of your utility provider". However, section 13 of The Gas Safety (Installation and Use) Regulations 1998 states that "no person shall install a meter in a meter box provided with a lock, unless the consumer has been provided with a suitably labelled key to that lock." In this case, this service has seen no evidence that the landlord sought to inform the resident of this change in arrangements to the meter housing, or to "suitably label" her key. As a result of this failing, a service failure occurred. However, when combined with the landlord's unreasonable delays in rectifying the situation, it is the view of this service that there was

maladministration in the landlord's handling of the resident's reports that it had blocked the resident's access to her electricity meter.

11. The resident explained that her faulty meter had led to her incurring a cost of £33 per month, from May 2021, until the meter was able to be replaced at some point after 2 November 2022. Ultimately however, the landlord is correct that disputes surrounding faulty meters are not the landlord's responsibility. The utility provider would typically use The Office for Product Safety and Standards process to deal with instances where meter issues like this occur. This would involve independent meter testing, leading to a formal determination on the fault, the length of time the fault is likely to have occurred for, and the estimated cost to the resident which occurred as a result. The utility provider would then contact the resident to discuss rectifying the balance based on this formal determination. The Ombudsman is therefore satisfied that despite maladministration by the landlord, the resident has access to avenues of recourse to reclaim this cost from the supplier.
12. The Ombudsman acknowledges however that the landlord's delays in responding to the resident's concerns were unreasonable. These delays caused the resident to expend unnecessary time and trouble to access her meters. The Ombudsman's Dispute Resolution Principles state that the landlord should seek to 'learn from outcomes' and 'put things right'. The landlord has provided evidence to this service that a number of improvements to the service have been made, which it believes would prevent a similar recurrence in future.
13. Although the landlord may have sought to "learn from outcomes", it has not accounted for the adverse effects experienced by the resident and 'put things right'. The Ombudsman's remedies guidance states that where there has been a failing which resulted in an adverse impact on the resident such as time and trouble, compensation of between £100-£600 is due. Therefore, orders are made below.

Record Keeping

14. As part of this investigation, the Ombudsman requested the call logs between the landlord and the resident, which it failed to provide. As a result, the Ombudsman has been unable to accurately confirm the resident's timeline of events. For example, on 19 October 2022, the resident complained that she had "called reception since May 2021". However, the Ombudsman cannot confirm any contact to the landlord about this issue prior to 31 March 2022. The landlord has made reference to phone calls it conducted with the resident in various pieces of correspondence, but has been unable to evidence these. It is also believed these call logs may contain what was being treated as the resident's initial complaint on 26 August 2022, which this service has not

seen. The landlord has a duty to maintain and upkeep accurate records, which in this instance it has failed to fulfil.

15. Furthermore, the Ombudsman's Complaint Handling Code (the Code), by which the landlord is bound, states that a complaint is defined as "an expression of dissatisfaction, however made". Therefore, it is important that the landlord shows diligence in recording all phone calls made to it, in order that it can identify and respond to any complaints which may arise as a result. The landlord has since stated that "improvements have been made [...] including improving the use of our housing management system to record information accurately." In summary, there was a service failure in the landlord's record keeping. Orders are made below.

Complaint Handling

16. It is the view of this service that the resident's email of 31 March 2022 contained within it a "clear expression of dissatisfaction". The landlord chose instead to raise this as a service request only. As a result, the landlord missed an opportunity to respond to the resident's concerns promptly and to monitor the progress of the associated service request, which ultimately was not completed until 2 November 2022.

17. The landlord's complaints policy states that it should acknowledge receipt of all complaints within 5 working days, and respond within 10. The resident complained formally on 26 August 2022. However, the landlord failed to respond until 8 November 2022, exceeding the prescribed timescale by a significant margin. The resident had also attempted to escalate the complaint prior to receiving the landlord's stage one response, and reminded the landlord she wished to do this on 1 December 2022. The policy states that for stage two complaints, the response should be issued within 20 working days. However again, the landlord exceeded this timescale by not providing a response until 19 January 2023.

18. The landlord told this service on 27 June 2023 that it "acknowledges that resident did not receive an appropriate service when she reported this issue. A new [senior] post has been created to address concerns and complaints promptly. We are confident that if the resident raised similar concerns now, this matter would be dealt with differently and a solution would be provided in a timely manner." However, the landlord at this stage still had the opportunity to conduct a review of the complaint handling which had occurred. If it had done this, it may have acknowledged that although a failing had occurred, it had failed to assess the adverse impact on the resident and take steps to 'put things right', in line with the Ombudsman's Dispute Resolution Principles.

19. As a result, there was maladministration in the landlord's complaint handling. Orders are made below to 'put things right'.

Determination

20. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's handling of the resident's reports that it had blocked access to her electricity meter.

21. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was a service failure in the landlord's record keeping.

22. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's complaint handling.

Orders

23. To pay to the resident, within four weeks of the date of this determination, £350 compensation, made up of:

- a. £250 for the time and trouble the resident went to;
- b. £100 for the failings in complaint handling;