

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202230479*

*Broxtowe Borough Council*

*27 June 2024*

## **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 concerns about:
  - a. it not providing temporary accommodation during damp proof work in October 2022.
  - b. damage caused to her property during damp proofing, and the effectiveness of this work.
  - c. repairs to the shower, front door and a handrail.
2. We have also considered the landlord's:
  - a. record keeping.
  - b. complaint handling.

## **Background**

3. The resident is a secure tenant of the landlord since October 2021. The property is a 1-bedroom bungalow which has a shower only (no bath). The landlord has recorded the resident has mental health vulnerabilities. However, the resident has told us that she also has mobility issues because of fibromyalgia and arthritis.
4. The landlord's repairs policy sets out that routine repairs will be completed in 20 working days. It says:

- a. some work may require a pre-inspection to establish the extent of work. This inspection should take place within 5 working days of the repair being reported.
  - b. where its contractor or operative acknowledges damage has been caused to the resident's property during work, it will inspect and agree any compensation due. It says that when the matter is disputed, it will be referred to the landlord's insurance department to determine liability.
5. The landlord implemented a damp and mould policy in December 2023. Prior to this it appears damp and mould reports were dealt with under its standard repairs policy. It now aims to undertake an inspection of damp and mould reports within 3 working days. It says it will consider household vulnerabilities and whether the situation should be treated with priority because of these.
6. The landlord operates a 2-stage complaints process. Stage 1 responses should be provided in 10 working days and those at stage 2 within 20 working days.
7. In mid-August 2022 the resident reported that her shower was flooding her bathroom floor. The following day the landlord emailed the resident to say that a plumber had been booked. Later in August 2022 a plumber attended and noted that a screen needed to be fitted to the shower. At the end of August 2022, the resident told the landlord she was having to wash at a friend's house.
8. At the end of September 2022, the landlord spoke to the resident, and she said her shower was still leaking. It noted internally that the resident believed work was scheduled to resolve this, but none was showing. Around the same time the landlord noted work had not been raised for some of the issues she had reported, and that the resident said the handrail by her gate was too high.
9. By early November 2022 damp proof work was completed at the resident's property. On 16 November 2022 the landlord's capital works team sent an email to its repairs team. It noted the resident had made contact as she was expecting someone to attend to complete tiling, but she had received a message saying this would not be going ahead. At the beginning of December 2022, the landlord recorded that the resident had reported her front door was letting water in. It also noted that tiling at the property was outstanding, and this was delaying shower installation.
10. Records noted a telephone discussion between the landlord and the resident, at which time she said she wanted to raise a complaint. However, it is unclear when this call took place. The landlord noted the resident said:

- a. she was unhappy that she had been told to leave her property for a number of days while damp proofing was completed, and she had not been offered any temporary accommodation.
  - b. she was told to leave windows open and heating on after the damp proofing work.
  - c. the work had not resolved the issues. She said the landlord had since attended to complete patch up jobs, but this was not addressing the root cause.
  - d. contractors had damaged her flooring during the damp course work.
  - e. her shower had not worked for a number of weeks.
11. The landlord provided a stage 1 complaint response on 28 December 2022. It said its investigation of the resident's concerns had involved several visits to the property and discussions with the contractor who completed the damp proofing work. It said the contractor regularly completed this work in occupied properties. However, it acknowledged this was not ideal due to the amount of "disruption and mess".
12. The landlord apologised for any damage or distress caused. It offered the resident £50 for the cost of running heating to assist the drying out process. It said its contractor had also offered £100 for the damage to the resident's flooring. The landlord said:
- a. the resident's shower did work but was leaking from the bottom.
  - b. it could not replace the shower until boxing in of pipework and tiling was complete and this was now booked for 3 January 2023.
  - c. a new shower and enclosure would be fitted following this.
13. On 3 March 2023 the resident asked the landlord to escalate her complaint. She said repairs had not been completed. The landlord later spoke to the resident. She confirmed that outstanding repairs included replacement of the front door, repairs to the bathroom and to a handrail, ineffective damp proofing and damage to the flooring. The landlord provided its stage 2 response to the resident on 20 April 2023. It noted:
- a. the resident had spoken to its capital works team on 16 November and 1 December 2022 about various issues. However, while this was relayed to the repairs team, it had not specified the nature of the repair issues or provided a number to contact the resident on.
  - b. it had inspected the front door on 7 February 2023 and had told the resident this did not need to be replaced. However, a subsequent email it sent to the resident said the door was to be replaced.

- c. its capital works manager had later decided the door did not need to be replaced but it had not told the resident this. It apologised for not managing her expectations correctly.
  - d. work to tile and box in pipework in the bathroom had been completed on 3 January 2023. It said it was currently waiting for a new shower that had been ordered.
  - e. it had no record of work or inspections in respect of the handrail. It apologised for this and said it would book an inspection.
14. In respect of damp proofing and damage to her flooring, the landlord said it did not have photographic evidence of the condition of the floor before this work. However, it said the resident had signed the contractor's waiver, which said it would not accept blame or responsibility for damage. It said the contractor had now agreed to increase its award to £150. The landlord concluded that it had not managed the resident's expectations about repairs and that there had been a lack of communication about the work. It said it had now awarded her £150. This was made up of £50 previously offered for utility bills and £100 for the inconvenience and confusion.

## **Assessment and findings**

### *Jurisdiction and scope of investigation*

15. Among her concerns about the landlord's handling of damp proofing, the resident said it had not offered her temporary accommodation during the decant. While it is apparent she raised this in her initial complaint, it was not referred to during her request for the matter to be escalated, nor was it dealt with by the landlord in its stage 2 complaint response.
16. Paragraph 42.a of the Housing Ombudsman Scheme (the Scheme) sets out that the Ombudsman may not consider complaints made prior to exhausting the landlord's complaints procedure unless there is evidence of a complaint handling failure, and the Ombudsman is satisfied the landlord has not taken action within a reasonable timescale.
17. After carefully considering all the evidence, in accordance with paragraph 42.a of the Scheme, this aspect of the complaint is outside of the Ombudsman's jurisdiction. If the resident remains concerned about the matter, she may wish to pursue this complaint with the landlord now. If she is dissatisfied with its response to this complaint, she may then refer the matter back to the Ombudsman as a new complaint. While we have not considered this issue as part of this investigation, we have recommended that the landlord review the circumstances around the damp work it completed at the beginning of

November 2022, and whether it appropriately explored/considered offering the resident temporary accommodation during this work.

Issues with the shower since June 2023 and damp reported in the bedroom in November 2023

18. We have seen evidence that the resident reported damp issues in her bedroom in November 2023. Since that date the landlord has agreed further damp proof work is needed to that room. The resident has told us that this work is still outstanding. While we acknowledge the resident's concern about this, it would be appropriate for her to raise any concerns she has as a new complaint. Should she remain dissatisfied with the response she receives, she may then refer the matter back to us as a new complaint.
19. The resident told us in August 2023 that her new shower enclosure was leaking. During this investigation we have considered the landlord's handling of the resident's reports in August 2022 that her shower was leaking. Work to resolve this was completed in June 2023. It would be appropriate for the resident to raise any concerns she has about the landlord's handling of ongoing issues with her shower as a new complaint. Again, should she remain unhappy about the response she receives from the landlord, she may then refer the matter back to us for consideration.

*Damage caused during damp proofing and the effectiveness of this work*

Damage to flooring

20. The resident said that flooring in her living room and bedroom had been damaged during the damp proof work. She said the landlord's contractors failed to protect her flooring during this work. We have not seen clear evidence that shows the extent to which the flooring was protected. The landlord later noted that the resident had signed a disclaimer in respect of damage to her property. But the resident could reasonably expect the landlord/its contractors to take all appropriate steps to ensure her flooring was properly protected from damage.
21. The landlord said in its initial complaint response that its contractor had agreed to offer the resident £100 in respect of the damage to her flooring. During its stage 2 response, it said this award had been increased to £150. But the resident had provided a quote of over £400 for the replacement of the vinyl flooring in the living room. The landlord said in its stage 2 response there was no photographic evidence of the condition of the resident's floor prior to work. Internally it noted it believed the flooring may already have been damaged. It was positive that the landlord directed its contractor to ensure pictures were taken of flooring before work in future, to potentially prevent

such disputes reoccurring. But it would have been reasonable and appropriate for it to have also reminded its contractor to take adequate steps to protect flooring from damage during work in future.

22. It is clear there was some dispute about the extent to which the carpet/vinyl had been damaged by the work. Any damage to the flooring was ultimately attributable to the landlord as the contractor was working on its behalf. The award by the landlord's contractor did not cover the quote of over £400 that the resident had obtained for replacement of the living room flooring. In such circumstances, the landlord should reasonably have offered to refer the matter to its insurance department for determination of liability. That would have been in line with its repairs policy. That it did not do so was a failing which can only have left the resident feeling it was not appropriately and fairly considering her claim.
23. The resident told us that the landlord inspected her flooring 3 times following the damp proof work. These inspections were not appropriately recorded by the landlord, which was a record keeping failing. The only record was from February 2023, at which time the landlord noted the bedroom floor had not been covered during work and needed cleaning. It also noted the damage to the living room flooring, which it said was torn. But while the landlord noted internally that it would be looking to clean the carpet, the resident said she heard nothing further about this. There is no evidence in records that a carpet clean was arranged or completed. That it failed to take appropriate steps to carry out this work has resulted in issues with the resident's flooring remaining unresolved for more than 18 months. This would have been distressing and inconvenient for the resident. We have ordered that the landlord contact her to arrange an inspection of flooring in her bedroom and living room, and that it considers remedial action in line with its repairs policy. We have also considered the circumstances of the case and the Ombudsman's remedies guidance. With reference to this we have ordered an additional award aimed at recognising the personal impact of the landlord's failings to appropriately address flooring damage.

#### Effectiveness of the damp proof work

24. In her contact with the landlord at the beginning of December 2022 the resident said that damp and mould was still a problem. She said in later reports that month that the landlord had attended and had completed patch repairs which had not resolved issues. But records we have seen do not detail this work by the landlord. That was a record keeping failing. Without adequate records it cannot demonstrate that it was responding appropriately and in line with its repair obligations to the ongoing issues the resident had reported. The resident contacted the landlord in January 2023 saying that her living room wall was wet and that she had been told an operative would return again in

the new year to inspect issues. Later that month she said a repairs manager had attended and was arranging for damp testing to be completed. But again, this is not recorded by the landlord.

25. The inspection by the landlord, from 7 February 2023, states that damp was present behind the television and to the left and right of a window. But we have seen no evidence of the action it took to investigate or remedy this. In line with the Ombudsman's spotlight report on damp and mould, the landlord should have adopted a zero-tolerance approach to damp and mould. But, because of the lack of adequate records of work following the damp proofing completed in November 2022, it cannot demonstrate that it took appropriate steps to resolve the damp and mould reported. That was a failing in its handling of the resident's concerns.
26. The landlord has told us that it has visited the property 75 times since November 2021. However, it is not clear how many of these attendances related to damp and mould issues. In addition, as noted earlier, it has not kept adequate records of its attendances at the property. The resident expressed her concern when making her initial complaint that the landlord was not addressing the root cause of the damp she was experiencing. She told us in June 2024 that she remains concerned about damp issues at the property. There are many possible root causes of damp issues. Yet we have seen no evidence that the landlord has considered completing a full damp survey on the property since the residence's reports of ongoing problems. That would have been appropriate. The landlord failed to adopt a proactive approach to identifying and addressing the ongoing damp and mould reported. It has said it plans further damp proof work in the resident's bedroom, however there is no indication of when this work will be completed. It is also acknowledged that it installed positive input ventilation at the property in January 2024, but we have seen no evidence of investigations it completed in advance of deciding upon this work. In view of this, and the resident's ongoing concerns, we have ordered that the landlord undertake a full damp and mould survey at the property. The landlord should also provide her with clear timeframes for any work identified to resolve all damp and mould issues
27. While the landlord did not address it in its eventual complaint response, the resident said during her complaint that the repairs manager had told her she would receive decorating vouchers. We note that the repairs manager later said internally that she had not discussed this with the resident. There is insufficient evidence to allow us to reach a conclusion on this point. However, the resident continued to experience damp issues and there was a failing by the landlord to take appropriate and sustained steps to address this. In light of this, it would be appropriate for the landlord to inspect damage caused to the resident's decoration by damp and mould and consider reasonable action to



remedy this. So far, the landlord has offered the resident £100 for its poor management of repairs. It is not clear what portion of this, if any, relates to its handling of her damp and mould concerns. However, the award made does not adequately recognise the impact of the poor handling of her concerns about the effectiveness of damp proof work completed in November 2022. With reference to the circumstances of the case and the Ombudsman's remedies guidance, an additional award has been ordered aimed at recognising the full impact of the landlord's failings.

### *Repairs to the shower, front door and grab rails.*

#### Shower repairs

28. The resident reported to the landlord in August 2022 that her shower was leaking and flooding her bathroom. She said she could not use it. The landlord took appropriate steps in line with repairs timescales for a plumber to attend on 21 August 2022. But at this time the plumber noted that while the shower itself was not leaking, a full height shower screen was needed. Despite the resident continuing to report that her shower was leaking and that she could not use it, the landlord took no adequate steps to complete this work. By the end of September 2022, it noted that the resident believed work for this was scheduled, but that none was showing. But the landlord took no apparent steps to communicate with the resident to resolve this.
29. Later, in November 2022, the landlord detailed internally contact from the resident about work she was expecting to tiling in the shower. Records show that the resident continued to report an unresolved issue with her shower leaking, and the landlord later recorded in December 2022 that outstanding tiling was delaying shower installation. By end of December 2022 the landlord noted that in the stage 1 complaint response that it could not replace the shower until it had completed boxing in and tiling in the bathroom. But this work is not recorded in any repair records we have seen, and it is unclear why it took so long for the landlord to schedule this work. However, internal notes made by suggest there was a lack of clarity within the landlord about the work that was needed to the shower. The landlord noted in November 2022 that the resident was "expecting the bathroom to be stripped and replaced". It is apparent the landlord poorly recorded and monitored the actions needed in order to resolve the leak issues the resident reported in August 2022. It is acknowledged the landlord's completion of work was unavoidably delayed to some extent by the issues in obtaining the shower screen, as noted in the stage 2 response. But is also clear that when an operative attended to fit the shower screen in May 2023, this was found to be the incorrect size. Records show that the work to the resident's shower and shower screen was not fully addressed until June 2023. It was unreasonable that the resident had to wait nearly 10 months for the landlord to address the leak she was experiencing

from her shower. While we have seen it contacted her to advise of the delay obtaining some parts, it provided inadequate communication and clarity to her about the steps it was to take to resolve the leak from her shower.

30. The resident has told us that the leak from her shower affected her use of it for months. She said that during this time she would go to a friend's house to bath. She told the landlord she was having to do so, but there is no evidence it considered during this time any work it might do to resolve the leak issues on a temporary basis. The landlord said that the resident's shower was working during this time. It is also acknowledged that it took steps to replace the electric shower as an emergency in January 2023, which suggests the resident was making some use of the shower. But we have identified failings in the landlord's handling of this repair that led to avoidable delays to the work. It is unclear whether any of the £100 award the landlord made during its stage 2 response was intended to recognise any failings in its handling of this work. However, we consider an additional award is warranted.
31. With consideration to the Ombudsman's remedies guidance, we have considered the resident's loss of amenity (loss of use and enjoyment of her shower) between August 2022 and June 2023. This is because we consider, in the circumstances, that it is appropriate for the landlord to pay compensation that recognises fully the period of time the resident has been unable to enjoy and make full use of her shower. Although we acknowledge it was working during this time, her use of it was affected by the unresolved leak. This loss of amenity has been calculated as 10% of the property. We have noted the resident has paid weekly rent since August 2022 of between £88.03 and £93.42. Using these amounts, we have calculated the total compensation ordered for loss of amenity as £359. This represents 10% of the rent payment between August 2022 and June 2023. It is acknowledged that this is not a precise calculation. However, it is considered to be a fair and reasonable amount to recognise the impact of the landlord's failing on the resident's ability to make full use and enjoyment of her shower.

#### Handrail and front door repairs

32. The resident had reported to the landlord in September 2022 that the handrail by her gate was too high. But despite noting that some of the issues reported by the resident had not been raised, the landlord took no apparent action to clarify outstanding repairs with her. It later noted that this was a repair rather than an adaption. By 7 December 2022, she raised again that there was an outstanding repair to the handrail. But again, there is no evidence the landlord sought to do anything to clarify what work was needed. When the landlord eventually discussed this issue with the resident in February 2023, it noted she believed the repairs manager had previously said this work would be done. The repairs manager later said they knew nothing about the work. But

the landlord had missed an opportunity in September and December 2022 to clarify what work was needed. This unreasonably delayed the work to the handrail. The landlord did not complete this work until 30 June 2023, more than 9 months after the resident's report. The resident said that she used this handrail as she struggles with her mobility, and that the existing one had been too high. She would have been caused inconvenience, and time and trouble chasing the issue, due to the landlord's failings.

33. The landlord acknowledged in its stage 2 response that there was no evidence the repair to the handrail had been inspected or booked in, and it apologised for this. The resident should not have had to wait for so long for this work to be completed. While not recorded by the landlord, she told us that she had mobility issues caused by her health conditions and used the handrail as a result of this. We have seen no evidence the resident told the landlord of her mobility issues. But this is something it may have been able to clarify had it appropriately communicated with her about this repair in September and December 2022.
34. The resident reported to the landlord in December 2022 water ingress through her front door. We have seen no detail of the landlord's inspection of the front door at this time, which is a failing in record keeping. However, records show that an invoice was raised on 8 December 2022, and the landlord told us it ordered a replacement front door at this time. It said its capital works manager later decided that a new front door was not needed after his inspection of 7 February 2023. Following this, he noted later that the door had no issues, and that condensation was being caused by the front step. The landlord acknowledged in its stage 2 response that it did not tell the resident the replacement door had been cancelled. But the landlord failed to identify that it had also taken no apparent steps to complete the work identified to the front step. The landlord's lack of appropriate action left the resident with unresolved issues of water leaking through her front door. It has since told us and the resident that it has now ordered a new front door as an "urgent request". But we have seen no evidence the resident has been provided with any timescale for this work. She has also reported that her front door is still leaking, more than 18 months after her initial report to the landlord about this. The resident will have been caused inconvenience and time and trouble chasing this repair.
35. We have identified that the landlord's poor handling of repairs meant that work to the handrail was not completed for more than 9 months. We have also identified that issues with water ingress through the resident's front door remain outstanding more than 18 months after her report. In its stage 2 complaint response the landlord offered the resident £100. This was to recognise the confusion and inconvenience caused by its lack of communication about outstanding work, and its failure to manage the

resident's expectations. But this inadequately recognises the impact of the landlord's failing. With reference to the circumstances of the case, and the Ombudsman's remedies guidance, a further award has been ordered.

36. This investigation has identified a number of failings in the landlord's handling of damp and mould, repairs and its record keeping. However, we note that in a report issued to the landlord in August 2023 it was ordered to undertake a review in the following areas:

- a. its response to reports of damp and mould, with reference to the recommendations made in the Ombudsman's spotlight report on damp and mould.
- b. communication with residents about repairs.
- c. record keeping.
- d. complaint handling.

37. The landlord has since provided us with evidence of its compliance with these orders, and it is noted that it introduced a damp and mould policy in December 2023. With this in mind, we have not made further duplicate orders. However, we have ordered that the landlord review failings identified in this report and whether subsequent changes it has made will ensure these failings are not repeated.

### *Complaint handling*

38. The landlord's recording of the date it received the resident's initial complaint is unclear. It noted her request by telephone to raise a stage 1 complaint but did not adequately record the date of this call. It should have recorded the date she made her complaint. Without doing so, it cannot appropriately demonstrate it responded to this within its complaint timescales. In view of this, we have ordered that the landlord review when it received the resident's complaint and consider whether its initial response was timely. It would also be reasonable for the landlord to consider whether any compensation is appropriate if it identifies a delay in its stage 1 complaint response. The landlord's stage 2 response was delayed by approximately 3 weeks however we note that it appropriately notified and apologised to the resident for this in advance.

39. The landlord considered the resident's concerns about the damage to her flooring during its complaint responses. But, as noted earlier, given the dispute about whether the flooring had been damaged during work, it would have been appropriate for it to offer to refer the matter to its insurance department. Its complaints response failed to address in any way her concerns that the damp proof work had not resolved issues. That was despite

its inspection of February 2023 identifying areas of damp at the property. The landlord should reasonably have taken the opportunity to clearly set out what steps it had taken, or would take, to resolve the resident's ongoing concerns about damp. Its failure to clearly address this point can only have resulted in the resident feeling her concerns were being ignored. It was also a missed opportunity as it could have provided assurance to the resident about what it would do to monitor the effectiveness of the damp proof work.

40. In March 2023 when considering her complaint, the landlord spoke to the resident. It noted at this time that the resident said she was constantly being passed between the landlord's repairs and capital works team. The landlord also noted its concerns that the resident may be being dealt with in an "unprofessional manner by officers assigning blame to each other". It said it should be addressing the issues as a landlord, and "not individual departments". It was unreasonable that the resident was left feeling she was being passed between departments. Yet there is no evidence the landlord then took any proactive steps to ensure it would provide a joined-up response to address the issues. It would have been reasonable for it to have considered putting in place a point of contact to address and update the resident about all her repair concerns through to resolution. Had it done so it might have helped to ensure outstanding repair issues were identified/resolved sooner.
41. In light of the failings we have identified, and the landlord's own observations, we have ordered that the landlord review processes and guidance for circumstances where repair issues are being dealt with by both capital work and repairs teams. This review should be completed with the aim of considering improvements in monitoring and communication of ongoing work. We have also ordered that the landlord provide the resident with a single point of contact through to resolution of the damp and mould issues and door repairs.
42. Overall, we have found maladministration in the landlord's complaint handling. Failings in its handling of the complaint meant that it did not take all appropriate steps to ensure the repairs and the resident's concerns about damage to her flooring were resolved. There was a lack of cohesion in the delivery of remedies following the resident's complaint. The complaints process offered a means to ensure effective resolution of the resident's concerns and it failed to do so. With reference to the Ombudsman's remedies guidance, an award has been ordered aimed at recognising the impact of its failings.

## **Determination**

43. In accordance with paragraph 42.a of the Housing Ombudsman Scheme, the complaint about the landlord not providing temporary accommodation during damp proof work in October 2022 is outside jurisdiction.
44. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's handling of the resident's concerns about damage caused to her property during damp proofing, and the effectiveness of this work.
45. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's handling of repairs to the shower, front door and a handrail.
46. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's record keeping.
47. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's complaint handling.

## **Orders and recommendations**

### *Orders*

48. Within 4 weeks of this report the landlord should:
- a. write to apologise to the resident for the failings identified in this report. The apology should be made in line with guidance set out in the Ombudsman's remedies guidance.
  - b. pay compensation of £1,759 to the resident, made up of:
    - i. £150 for the impact of failings in its handling of damage to the resident's flooring. This is in addition to the £150 previously awarded by the landlord's contractor.
    - ii. £400 for the impact of failings to adequately address the resident's ongoing concerns about damp and mould.
    - iii. £359 for the impact of its failure to complete timely repairs to the resident's shower.
    - iv. £150 for the impact of its failure to complete timely repairs to the resident's handrail.
    - v. £150 for the impact of its failure to complete timely repairs to the resident's front door.

- vi. £100 previously awarded by the landlord for inconvenience and confusion.
- vii. £400 for the impact of complaint handling failings.
- viii. £50 previously offered for increased utility bills.
- c. arrange payment of the £150 offered by its contractor, if it has not already been paid.
- d. contact the resident to arrange an inspection of flooring in her bedroom and living room and consider remedial action in line with its repairs policy.
- e. inspect damage caused to the resident's decoration by damp and mould and consider reasonable steps to address this.
- f. provide the resident with a single point of contact through to resolution of the damp and mould issues and door repairs.
- g. review when it received the resident's initial complaint and consider whether its stage 1 response was timely. It would also be reasonable for the landlord to consider whether any compensation is appropriate if it identifies a delay in that complaint response.

49. Within 6 weeks of the date of this report the landlord should:

- a. undertake a full damp and mould survey at the property and provide the resident with timeframes for completing any works identified.
- b. review processes and guidance for circumstances where repair issues are being dealt with by both capital work and repairs teams. This review should be completed with the aim of considering oversight improvements in monitoring and communication of ongoing work.

### *Recommendations*

50. Within 4 weeks of the date of this report:

- a. review the circumstances around the damp work it completed in early November 2022, and whether it had appropriately explored/considered offering the resident temporary accommodation during this work.
- b. reflect on its wider practice and management of possible temporary accommodation need and any lessons learned from this case.
- c. contact the resident to confirm all vulnerabilities that should be recorded for her.