

Housing

Ombudsman Service

REPORT

COMPLAINT 202407294

Broxtowe Borough Council

24 October 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 landlord's response to the resident's complaint about its handling of reports of damp and mould, and associated repairs.

Background

2. The resident is a tenant of the landlord, which is a local authority. The tenancy began in June 2019. The property is a ground floor flat. Both the resident and his wife are elderly and have medical conditions, including mobility issues, a heart condition and high blood pressure.
3. The resident initially reported damp and mould in the property as early as November 2019. Between November 2019 and February 2023, there were around 12 recorded visits to the property in relation to his reports. The landlord raised works to install extractor fans and repair these on 2 occasions, remove surface mould on 1 occasion, repair brickwork that was crumbling below the bedroom window, and inspect areas, including a footpath adjacent to the bedroom of the property that was holding water. The landlord's records indicate that it established it needed to resurface the path on 23 August 2022.
4. Following a further inspection in November 2022, the landlord noted that the bedroom was not showing as damp using a damp protimeter, but that this reading could have been false due to a small heater in the room. It identified that renewing the foot path could help and that it would repoint the brickwork and monitor the situation. It reported completing work to repoint brickwork on 17 February 2023. On 21 February 2023, the resident asked the landlord to complete an inspection as it did not complete the pointing in the correct place, and it was to a poor standard.

5. On 24 August 2023, the resident reported the situation was getting worse and asked when it would complete the repair to the path. The landlord established that there was evidence of a leak to the pipework that entered the floor in the hall on 25 September 2023 and asked for a quote on the same day. On 27 September 2023, the resident reported that the stop tap behind a kitchen unit was leaking and lifting the flooring. The landlord attended on the same day to complete a repair. The landlord received a quote for work to replace the backing to the kitchen unit and check for leaks, check for leaks in the bathroom, and re-plaster damaged plaster in the hallway and “radiator wall to the doorway” on 5 October 2023. It approved the quote on the same day and operatives reported the work as completed on 13 November 2023.
6. On 9 February 2024, the resident contacted the landlord regarding continued damp and mould affecting the hall and kitchen cupboards, the poor standard of re-pointing, and issues with the slabs along the pathway. The inspector asked for the landlord to book an inspection to assess the ongoing issues and a post inspection of the pointing.
7. The resident raised a complaint on 14 February 2024 due to damp and mould that had been ongoing for at least 2 years. He explained:
 - a. That the damp affected multiple rooms, including the bedroom, kitchen, bathroom and hallway. A path that ran adjacent to the bedroom sloped toward the building which allowed water to pool and then enter through the wall. An operative had assured him they would resolve this following an inspection on 27 July 2022, and said the room needed a double radiator. It had then completed re-pointing but this was not done properly.
 - b. There had been persistent issues since he moved into the property in 2019 which he initially tried to treat himself before contacting the landlord. The landlord had suspected a leak in the bathroom or hallway and there was also a leak from the stopcock at the back of a cupboard in the kitchen which had caused the kitchen unit, wall, and floor to become waterlogged and full of black mould. A contractor had addressed the damage, but he was now experiencing the same issues.
 - c. That he reported concerns on multiple occasions and constantly chased the landlord for a thorough inspection. He felt “fobbed off” and passed between departments with nothing resolved. He added that the circumstances were impacting his family’s health and wellbeing, and existing medical conditions. He had also needed to replace carpets, buy heaters and dehumidifiers, redecorate, throw away belongings damaged by damp, and now needed to replace a wardrobe and drawers. He asked the landlord to complete a thorough inspection to find the root cause and to complete repairs. He added that he would pursue matter through the Ombudsman.

8. Following an inspection on 26 February 2024, where an inspector found high moisture readings in the hall cupboard, bedroom wall and skirting, the landlord instructed a damp surveyor, who visited on 11 March 2024. They identified:
 - a. A damp stain mark above the physical damp proof course to the front elevation brickwork. The survey recommended that the landlord opened the cavity to check for blockages or bridges.
 - b. Damp was visibly affecting the plaster in the meter cupboard. Pipework entering the solid floor in the hall and cupboard had corroded and there were high moisture readings from the floor. The resident had added that he needed to top up the boiler pressure regularly, indicating that there could be a leak. The survey recommended work to expose the pipework to inspect it for leaks and establish the cause of the loss of pressure from the boiler.
 - c. Surface mould was present on the backboard of the kitchen base unit which the landlord had replaced the previous year. The resident had raised concerns about an ongoing leak and the survey recommended work to remove the base unit and conduct further investigations.
 - d. In the bedroom, the survey concluded that the damp, musty smells, and mould growth within the wardrobes, were the result of condensation, which they could see on the glass of the windows. The survey proposed the installation of a PIV unit to assist in removing damp air. It also recommended that the landlord check the extractor fans in the kitchen and bathroom to ensure they were effective at removing moist air.

9. In its stage 1 complaint response on 13 March 2024, the landlord upheld the complaint as it had not provided an appropriate level of service, and the resident had needed to report the path and damp issues a number of times. It explained the following:
 - a. It summarised the history of repairs related to damp and mould from November 2019 onward, including work to inspect, clear mould, install extractor fans, repair and re-point brickwork, re-lay 2 slabs on the side path, and resolve a leak. It acknowledged that it had not completed work to install vents to a cupboard door following a recommendation in January 2020 or work to resurface the path in August 2022.
 - b. It raised work to repoint the external brickwork of the bedroom, which it completed on 17 February 2023, but it had not raised work to install a double radiator. Its inspector said the room did not need a double radiator.
 - c. Following the resident's communication on 9 February 2024, informing it that the mould had returned, there was still a problem with the slabs, and the repointing was to a poor standard, it should have prioritised an inspection of the property due to these being ongoing issues.

- d. The work to the path at the side of the property was a large-scale job and it intended to complete this within its 2024 to 2025 budget in the spring of 2024. It said that the work would not begin for a few months but that it would keep the resident updated.
 - e. A recent damp survey advised it to expose pipework in the hall and carry out a thorough inspection to establish the cause of loss of pressure from the boiler. It also recommended work to remove the kitchen base unit to conduct further investigations. It said it would complete this on 27 March 2024. Following the resident's concerns about the standard of the re-pointing, it had inspected the work on 7 March 2024, and it had been updated.
 - f. It apologised that it had not kept the resident updated and appreciated that it had failed to identify and resolve issues over a period of years. It offered £1,000 compensation, comprised of £500 for the distress and inconvenience caused, and £500 for the delay in completing repairs.
10. The resident asked the landlord to escalate the complaint on 18 March 2024. In summary:
- a. He had completed work to install vents to the cupboard door at his own expense after a lack of response from the landlord. He was concerned that the extractor fans installed in December 2019 were not sufficient and may have contributed to damp and mould in the kitchen and bathroom.
 - b. The landlord completed work to relay slabs to his neighbour's path in November 2021, not his. He queried whether it would complete work to the path in "spring 2024" or that this would not begin for "a few months" as this was contradictory.
 - c. The landlord said that the bedroom walls did not show as damp during an inspection in November 2022, but these had since shown as damp near the skirting board. The repointing works completed in February 2023 were to a poor standard and were at the rear of the property, not the side and front elevation. He maintained that an inspector had promised a double radiator to try and combat the damp and mould in the bedroom. He was concerned that a surveyor said that the bedroom required no work when this was an area of greater concern that had caused damage to carpet and belongings and impacted health. The inspector had also denied that the path was causing a problem despite previous reports.
 - d. The landlord said it completed work to resolve a leak in November 2023. He said that contractors had chipped off defective plaster and replastered and replaced the backing of a kitchen unit. It had not told him what the cause was, and a recent survey had suggested there were continuing leaks. He needed to move out of the property while the landlord completed works

which was another expense, yet it had not resolved the problem or fixed the root cause which led to further mould. He asked it to provide records of the investigations completed in November 2023.

- e. He said it had grossly underestimated the amount of stress, discomfort, and inconvenience the issues continued to cause, the personal expenses as a result, or the impact on his and his family's mental and physical wellbeing, adding that it was aware that the household was elderly with pre-existing health conditions.
 - f. He listed costs he had incurred. This included insulation panels fitted to the interior wall of the bedroom, redecoration, plug in heaters, a dehumidifier, 2 carpets, accommodation for a week during works in November 2023, clothes, shoes, bags and other possessions, and increased energy usage. The figure he provided amounted to £2,380.
11. In its stage 2 complaint response on 16 April 2024, the landlord explained that:
- a. It had not provided an appropriate level of service as there had been unreasonable delays in it undertaking work, and it had not correctly logged or scheduled the required work which exacerbated the damp issues. It apologised for the delays, distress and hardship caused, and that the resident needed to repeatedly log the same issues.
 - b. It had now passed work to remove mould to a contractor and would contact him to confirm arrangements. It had reminded its repairs team to accurately log repairs within a reasonable period, monitor works through to completion, appropriately communicate and to keep the resident updated if there was likely to be a delay. It said it would contact the resident to confirm the arrangements.
 - c. It revisited the history of repairs undertaken to the property since November 2019. It said it had now scheduled work to install air vents to the hall cupboard (on 9 May 2024) to assist with ventilation and apologised it had not done this following work to remove mould in January 2020.
 - d. It had scheduled work to expose pipework and remove baseboards to the kitchen units on 27 March 2024, however, the job logged did not reflect the extent of work required, which involved removing the concrete flooring. It completed work to remove the baseboards; however, it identified that other parts of the cupboards required removing and this could not be completed on the same day. It apologised for the delay and said its repair team would confirm arrangements for the work with him.
 - e. It acknowledged that the resident had said that 2 slabs were re-laid on a different pathway in December 2021. Following an inspection in August 2022, it established that the pathway needed resurfacing, but it did not raise this work for which it apologised. It confirmed that following a further

inspection in November 2022, it had completed work to the external brickwork on 17 February 2023.

- f. It acknowledged that following the resident's report on 9 February 2024, it had not fixed the pathway, that the brickwork repair was to a poor standard, and that mould had returned. He was informed the matter would be treated as a priority, however, no further repairs were booked.
- g. It had not seen any record suggesting that it would fit a double radiator. An inspection on 26 February 2024 found that no further work was required. It apologised if an operative had told him a double radiator would be installed. It confirmed that it would complete work to the pathway in spring 2024.
- h. It offered £4,380 compensation as a final settlement to the complaint. This was comprised of £1,500 for the inconvenience and delays to resolving the damp and mould issues at the property, £500 for the inconvenience caused by its poor administration of repairs, and £2,380 for the cost of the expenses the resident had listed in his escalation request.

Events following the complaint

- 12. The landlord has reported that it completed work to remove the hallway floor, replace and lag central heating pipes, and re-screed the floor on 24 April 2024. It sent a letter to the resident on 2 July 2024 to confirm that the work to the path would start on 8 July 2024. On 13 August 2024, it sent the resident a 14-day notice of commencement letter stating that it would begin refurbishment works (to the kitchen) on 27 August 2024.
- 13. The resident initially referred his complaint to the Ombudsman to investigate in May 2024 as he remained dissatisfied. He wanted the landlord to treat the matter as a priority in view of household vulnerabilities and the impact the situation was having on both his and his wife's health and wellbeing. He wanted the landlord to provide a schedule of works to include all recommendations made by the surveyor, and exact dates for the work. He was also seeking additional compensation for the distress, inconvenience and personal expenses, as well as for personal injury, until it resolved the matter.
- 14. In further communication from the resident and his representative in September 2024, he explained that the issues were unresolved. A contractor had begun work to the path on 8 July 2024 and found that tree roots were growing into the front elevation and around the downpipe. This was complete but ran over the agreed schedule and the landlord had not completed any further investigations in the bedroom. In addition, the hall and cupboard still had high moisture readings. He added that the work to the kitchen was ongoing and works began on 27 August 2024. This had caused a significant level of disruption and additional inconvenience. He added concern he had been left in an

uninhabitable property before being offered a temporary move, and there had been continued poor communication regarding works as well as a continued impact on the household's health and wellbeing.

Assessment and findings

Scope of investigation

15. The resident said that the landlord should take accountability for the impact the damp and mould had on his and his family's health. He experienced another lung infection, and both he and his wife had respiratory issues since having damp and mould in the property. The situation also impacted his family's mental wellbeing. While the Ombudsman does not doubt the resident's concerns, it is not our role to draw conclusions on the causation of, or liability for, impacts on health and wellbeing, consider whether the landlord is liable for this, or award damages. This is more suitable to be dealt with as a personal injury claim. Nonetheless, we have considered the general distress and inconvenience which the situation may have caused the resident.
16. The resident said that he incurred additional personal expenses following the complaint, including, but not limited to, costs of alternative accommodation, purchasing a damp protimeter, food expenses due to having no useable kitchen facilities and additional decoration costs. As above, the Ombudsman is not able to determine liability but has ordered the landlord to consider his claim for additional expenses or refer the matter to its insurer within the Orders and Recommendations section below.
17. The resident advised that the damp and mould has been ongoing since 2019 which the landlord has not disputed. The historical issues provide contextual background to the current complaint. However, considering the availability and reliability of evidence, the assessment focuses on the landlord's actions in responding to the more recent events and, specifically, to the formal complaint made in February 2024.
18. The Ombudsman understands that the water ingress and damp affecting the property were ongoing following the landlord's stage 2 complaint response in April 2024. While the Ombudsman does not dispute the resident's concerns, the investigation considers events up until the landlord's final complaint response in April 2024 and whether the landlord offered a suitable resolution at the time. We may mention events outside of this period within the report, however, the landlord needs to be provided with the opportunity to respond to its handling of ongoing repairs through its complaints process before the Ombudsman is able to investigate.

Policies and procedures

19. The resident's tenancy agreement states that the landlord is responsible for repairing installations for the supply of water and sanitation and the structure of the property, including walls floors and ceilings. The landlord's repairs policy states that the landlord is also responsible for plastering and kitchens and bathrooms.
20. The repairs policy states that the landlord should attend emergency repairs within 4 or 24 hours. It should attend urgent repairs within 3 and 7 working days and routine repairs within 20 working days. It would add planned repairs to a planned maintenance programme to complete within 1 year. The policy further states that it would review the repair priority for tenants with additional care and support needs.
21. The landlord has a responsibility under the Housing Act 2004 to assess hazards and risks, including damp and mould, within its rented properties, informed by the Housing Health and Safety Rating System (HHSRS). The landlord's damp and mould policy (revised in November 2023) states that following a report of damp and mould, it would arrange an inspection within 3 working days. The inspector will record their findings and will take moisture meter readings and photographs of all affected areas. If required, the inspector would arrange follow-up works, including a mould treatment (within 1 week), or repairs to extractor fans (within 2 weeks). If they suspect damp, they will report this to an external contractor to investigate.

The landlord's handling of the resident's reports of damp and mould

22. It is evident that the resident experienced damp and mould in the property for a significant period (since November 2019) and spent considerable time and trouble pursuing a resolution. Within its responses, the landlord has not disputed that it failed to identify and resolve the damp within the property over several years, and that it had not communicated effectively, meaning that the resident needed to continue to report the damp. It also acknowledged that it had not scheduled or logged the required works correctly which exacerbated the issues and led to further delay and distress.
23. The landlord acted fairly by apologising to the resident. It offered a total of £4,380 compensation which included £1,500 for the inconvenience and delays in resolving the damp and mould at the property, £500 for the inconvenience caused by its poor administration of repairs, and £2,380 for the cost of the expenses the resident had listed in his escalation request. However, the resident remains dissatisfied with the compensation offered and said that he continues to experience damp and mould in the property.
24. Where a landlord admits failings, the Ombudsman considers whether the redress offered by it put things right and resolved the resident's complaint

satisfactorily in the circumstances. In considering this, we will assess whether the landlord's offer of redress was in line with the Ombudsman's Dispute Resolution Principles: be fair, put things right and learn from outcomes.

25. In line with the Ombudsman's Spotlight report on Damp and Mould (October 2021), the Ombudsman expects landlords to take a zero-tolerance approach to damp and ensure their responses are timely and reflect the urgency of the situation. It would be expected to communicate effectively and act on recommendations by surveyors in a timely manner.
26. It can take more than one attempt to resolve leaks and damp as it may be difficult to identify the cause of the problem at the outset and the landlord may need to attempt different repairs before resolving the matter. This would not necessarily constitute a service failure. However, it is evident that there were multiple visits to the property in this case and the landlord failed to gain a firm diagnosis. It also failed to demonstrate that it considered the household vulnerabilities when managing repairs or that damp and mould poses a larger risk to those who are elderly or with underlying medical conditions.

Bathroom

27. In his complaint, in February 2024, the resident said that there was ongoing damp in the bathroom. The Ombudsman has seen limited evidence to confirm that the resident had reported damp impacting the bathroom. Work was approved to check the bathroom for leaks on 5 October 2023, however, there is no clear evidence to confirm the landlord's diagnosis of the damp in the room. "Works" were reported as completed on 13 November 2023; however, it remains unclear as to how the landlord satisfied itself that the bathroom was free from leaks, damp, or mould. This approach was unreasonable given the history of damp reports within the property.
28. Following the damp survey on 11 March 2024, the surveyor recommended work to check the efficiency of the bathroom and kitchen extractor fans. The landlord failed to comment on this recommendation within its complaint responses and there is no further evidence that the recommendation was addressed, which amounts to a failing. The Ombudsman has not seen evidence to show the resident had reported specific concerns regarding the bathroom, but he has confirmed that he continues to experience mould on the bathroom ceiling, indicating that the extractor fan may not be functioning efficiently. The landlord missed the opportunity to address this concern as part of the complaint.

Path

29. The landlord has not disputed that it failed to raise work to resurface the path after this was assessed as needed on 23 August 2022. It has also acknowledged that the resident said that it had re-laid 2 slabs on his neighbour's path instead of his. The Ombudsman has seen evidence that the resident needed to constantly chase the landlord regarding the path work prior to his complaint which was likely to cause inconvenience. The resident raised specific concern that the landlord had said both that the path work would be completed in "spring" and in a "few months" within his escalation request on 18 March 2024.
30. The landlord confirmed on 16 April 2024 that the work to the path would be completed in spring 2024. However, it failed to respond to his concern fully or provide any further clarity which was likely to add to his frustration. Given the length of time the path works had been outstanding, and the suggestion that the path may have been causing damp in the bedroom, it would have been appropriate for the landlord to have prioritised the work and clearly confirm when it would resolve issues within its complaint responses. The Ombudsman has not seen evidence to suggest that the resident was told when the work would commence until 2 July 2024, 2 and a half months after the complaint, indicating that it failed to offer a suitable resolution at the time.

Bedroom

31. Following an inspection of the bedroom on 16 November 2022, an inspector established that the path could be contributing to damp, and that it would re-point the brickwork and monitor the situation. The repointing was completed on 17 February 2023, however, the resident initially raised concern about the standard of the work on 21 March 2023. Despite this, the landlord failed to demonstrate that it had taken any further action until the resident's complaint in February 2024, almost a year later.
32. The landlord has failed to adequately address the resident's concerns about the pointing. It said that it inspected the work on 7 March 2024 and that it had been updated but it failed to provide the outcome of the inspection or confirm whether further work was required. Despite the resident pursuing his concern in his escalation request, the landlord simply maintained that the work to the pointing had been completed on 17 February 2023 in its final complaint response. It also failed to demonstrate that it engaged with its own repair records which indicate that the job description for the repointing work on 17 February 2023 did not show which elevation required work, so they completed repointing in areas they believed needed it. In view of the above, an order is included below for the landlord to address this matter.
33. During an inspection on 26 February 2024, the inspector found high moisture readings on the bedroom walls and skirting, indicating damp. The survey on 11

March 2024 established that the damp was likely the result of condensation due to a musty smell reported by the resident and visible condensation on the window. The differing accounts of what was causing the bedroom damp was likely to cause confusion to the resident, particularly as the path works remained outstanding.

34. It is evident from the resident's complaint and escalation that damp and mould within the bedroom was of a great concern due to the impact on personal belongings and health. Despite the survey recommending work to install a ventilation unit and inspect the cavity (due to water staining externally above the damp proof course), the landlord failed to act or comment on these recommendations within its complaint responses.
35. Within his complaint, the resident maintained that he was promised a double radiator in the bedroom to help tackle damp. While the Ombudsman does not doubt the resident's comment about the discussion, we have seen no documentary evidence confirming that the radiator was undersized. However, in its complaint responses, the landlord said that the inspection on 26 February 2024 established that no further work was required. There is no mention of the radiator within the surveyors notes and it remains unclear as to whether this was checked.
36. The landlord's comment that no work was required, combined with the landlord's failure to comment on any recommended work to install a PIV unit may have caused some confusion as damp in the bedroom was a large concern to the resident. The landlord did little to offer any reassurance to the resident as to how it would resolve the reported issues and he has said these are outstanding following the complaint.

Hallway and meter cupboard

37. The repairs history shows that the landlord inspected the hallway and cupboard on 25 September 2023 and traced the pipes into the wall where it believed there could be a fault. It acted reasonably by passing the work to contractors on the same day and indicating that they may need to do a destructive investigation. It then approved a quote to remove the radiator, chop off plaster, tank and reinstate the plaster, fit new skirting board and re-fit the radiator in the hall and the "radiator wall" on 5 October 2023.
38. The Ombudsman has not seen evidence to show that it instructed operatives to check for leaks or that a destructive investigation took place despite it tracing a potential leak to the pipework in the hall. This led to further works and additional inconvenience and disruption to the resident after the initial work to replaster in November 2023. It did not engage with this failing within its complaint responses indicating that it did not take adequate learning from the complaint.

39. Following the resident's further reports of damp on 9 February 2024, the landlord has not disputed that it should have managed the matter as a priority. It did not complete an inspection until 26 February 2024 which was outside of the timescales provided for damp and mould (3 working days), and pre-inspections (5 working days). It acted reasonably by instructing an external contractor for a damp survey immediately following the inspection in line with its damp and mould procedures.
40. The survey on 11 March 2024 recommended that the landlord expose the pipework in the hall, inspect for leaks, and establish the cause of pressure loss from the boiler which the resident had reported. The landlord had initially been aware of continual pressure loss from the boiler since December 2023 and apparently missed the opportunity to investigate the matter fully at the time. The survey also indicated that pipes were "visibly" corroded, which was likely to have been apparent during earlier inspections.
41. The landlord has not disputed that it did not log the work correctly and operatives were not informed of the extent of the work required prior to attending on 27 March 2024. The Ombudsman has seen evidence that the resident contacted the landlord on receipt of a text booking the required work for 27 March 2024. He raised specific concern that the contractors may not have all the facts, including that the flooring in the hall was concrete. The landlord responded on 26 March 2024, the day before works were due to begin, to confirm that the text he had received only included a brief description, and the operatives had more in-depth instructions. The Ombudsman has not seen evidence showing that the operatives had knowledge that the floor was concrete, and its records subsequently indicate that they could not complete work as they needed to "chop up" the screed floor to expose the pipes.
42. This was likely to cause additional frustration to the resident who had spent time and trouble attempting to ensure it completed work correctly. It was a failing that the landlord did not suitably check whether the job description matched the extent of work required and it would have been appropriate for the landlord to have engaged fully with this failing within its complaint response. While the landlord apologised for the delay, and its failure to log the work correctly within its stage 2 complaint response, it did not confirm when it would complete works, provide any reassurance as to how it would resolve the problems or confirm that it had now logged the work correctly.
43. The Ombudsman notes that work was completed to "chop up hallway floor, replace and lag central heating pipes, and re-screed floor" on 24 April 2024. This was shortly after the stage 2 complaint response and the delay was unlikely to cause additional inconvenience beyond what the landlord had already acknowledged within its complaint responses. However, there is no clear evidence showing if, and where, it identified a leak, or how the works

would resolve the issues long term, indicating that the landlord has not learnt from the complaint. The resident has confirmed that he continues to experience moisture in the hall and cupboard. In view of this, an order has been made below for the landlord to address any ongoing issue.

Kitchen

44. The Ombudsman has not seen evidence to confirm that the resident reported damp in the kitchen prior to his report of an uncontrollable leak from the stop tap on 27 September 2023 which was causing the floors to lift. The landlord acted reasonably by attending in line with its emergency timescales. The landlord approved a quote to “replace the back to the corner unit and check for leaks” on 5 October 2023. The resident has confirmed the backboard was replaced during works in November 2023. However, there is no clear evidence to show that the landlord completed a further investigation into any ongoing leak, or how it satisfied itself that the matter had been resolved.
45. Following the resident’s report that mould had returned within the kitchen on 9 February 2024, a damp surveyor recommended that the base unit was removed, and further investigations were completed on 11 March 2024. Given that only 4 months had passed since the replacement backboard was fitted in November 2023, and the presence of mould within kitchen storage facilities, the Ombudsman would have expected the landlord to have prioritised the work to resolve any underlying cause.
46. While the landlord took steps to apologise for the delay and its poor administration of the work within its stage 2 complaint response, it failed to provide any reassurance as to when the work would take place or respond to the resident’s concern that it had not completed a full investigation in November 2023. The resident has provided a timeline of events that occurred following the complaint in relation to the kitchen works. However, the landlord has not provided clear records showing how it sought to resolve the issues following the complaint or that investigative works were completed within a reasonable timescale. Its failure to provide a resolution or explain its intended course of action meant that the matter remained unresolved following the complaint – this amounts to a failing.
47. The resident has confirmed that the landlord said it would complete a kitchen renewal at the same time as the damp investigation. As set out above, the landlord’s handling of the works to the kitchen following its stage 2 complaint response falls outside of the Ombudsman’s jurisdiction to assess as part of this investigation. The landlord is to consider its ongoing handling of the damp issues within the property and set this out in writing to the resident.

Complaint handling

48. In line with the Ombudsman's Complaint Handling Code (the Code), landlords should address each aspect of a complaint, identify where things have gone wrong and demonstrate learning. In this case, the landlord's responses to the resident's complaint at both stages upheld the complaint and attempted to put matters right. There were several flaws in the landlord's investigation at stage 2 which indicate that it did not suitably engage with the resident's escalation request. Specifically:
- a. It said it would arrange for vents to be installed as previously recommended but failed to acknowledge that the resident said he had completed the work himself.
 - b. It failed to comment on his concerns related to the quality or location of the pointing work, or the condition of the bedroom.
 - c. It did not comment on or confirm its position in relation to the other recommendations made regarding a PIV unit, extractor fans, or an inspection of the cavity wall.
 - d. It failed to provide timescales for the completion of works as he had requested and instead said that its contractors would be in touch with arrangements.
49. It would have been appropriate for the landlord to address the resident's concerns in full within its stage 2 complaint response and confirm the actions it would take to resolve ongoing problems, which it had accepted had been delayed. Its failure to explain its intended course of action for each aspect of the complaint or provide a timescale for the completion of works meant that these matters remained unresolved following the complaint. The landlord missed the opportunity to act and offer a satisfactory resolution within its responses which caused additional inconvenience to the resident.
50. The Ombudsman notes that the landlord's complaint response said that the offer of compensation was a "final settlement" of the complaint. It is the Ombudsman's view that the landlord should avoid using such wording within its responses. A resident will have the opportunity to refer their complaint to the Ombudsman should they remain dissatisfied with the compensation offered within a landlord's complaints process, regardless of whether they had accepted the compensation offer or not. A recommendation is included below.

Conclusion

51. The landlord has taken steps to put things right for the resident by acknowledging the delay and disruption caused to him and offering a total of £4,380 compensation within its complaint responses. This offer is significant and is within a range the Ombudsman considers proportionate in instances of

severe maladministration where there has been a serious impact on a resident and the redress required to put things right is considerable.

52. The landlord's compensation policy confirmed that it would consider paying compensation for actual, proven financial loss sustained as a direct result of maladministration or service failure, and that it may make a payment toward damage or replacement of personal belongings outside of its insurance process. A landlord would usually require evidence of costs to consider a claim. In the absence of receipts to show any specific costs in this case, it was reasonable for the landlord to offer compensation for the additional costs the resident said he had incurred as listed. It is, however, noted that the resident did not provide a specific figure for costs he had incurred related to energy usage and purchasing damp traps, and the landlord is ordered to confirm how the resident can pursue a claim for additional costs.
53. Overall, the landlord's offer goes some way to put things right and acknowledge the impact on him and his family because of the failings identified. However, the Ombudsman has found failings in the landlord's response to the resident's complaint as set out above. This led to the resident experiencing further distress and inconvenience, and time and trouble in pursuing a resolution. In view of the landlord's failure to provide an adequate resolution at the time of the resident's complaint, it is the Ombudsman's view that additional redress is warranted, and several orders have been made below.

Determination

54. In line with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord in respect of its response to the resident's complaint about its handling of reports of damp and mould, and associated repairs.

Orders

55. Within 4 weeks, the landlord is to:
- a. Write to the resident to apologise for the failings identified within this report.
 - b. Pay the resident an additional £250 compensation in recognition of the distress and inconvenience caused by its response to his complaint. This is in addition to the £4.380 previously offered which should be paid if it has not already done so.
 - c. Appoint a member of staff to act as a point of contact for the resident and monitor any outstanding works through to completion.
 - d. Arrange an inspection of the property to assess whether:
 - i. The work to the path has resolved the damp issues within the bedroom.

- ii. Work to inspect the cavity following the survey on 11 March 2024 is required.
 - iii. Further work is required to the pointing following the complaint.
 - iv. There are additional signs of damp in the hall and cupboard.
 - v. The extractor fans in the kitchen and bathroom are sufficient and whether a PIV unit should be installed as recommended.
- e. Consider its handling of the ongoing repairs and reports of damp since April 2024 and any failings which contributed to continued delay. It should allow the resident the opportunity to confirm any specific reason for dissatisfaction during this period. It should set out its findings in writing to the resident and make an offer of compensation in recognition of the impact of the ongoing delay where appropriate. If dissatisfied with its response, the resident may wish to raise a new complaint to the landlord if he has not already done so.
- f. Contact the resident to confirm how he can claim for additional energy usage and any damage to belongings. The landlord should consider his claim or refer the matter to its insurer should he believe it is liable.
56. Within 6 weeks, the landlord is to write to the resident with the outcome of the inspection. It should explain what works, if any, are needed and confirm the expected timescale for completing the work. It should also confirm its position regarding any remaining work to the kitchen, if any, and whether it is willing to complete or contribute toward the cost of any redecoration required because of the repairs.
57. In accordance with paragraph 54(g) of the Housing Ombudsman Scheme, the landlord is to complete a management review of the resident's case to identify points of learning. It should provide a copy of the review to its senior leadership team and the Ombudsman within 12 weeks. The review must consider:
- a. Its current knowledge and Information Management practices alongside the recommendations made in the Ombudsman's Spotlight report on Knowledge and Information Management (March 2023), and any improvements that could be made.
 - b. Its communication with vulnerable residents and its responses to complaints where vulnerabilities are highlighted as a key concern.
 - c. Any staff training requirements, including in relation to its complaint handling, which will improve its responses to similar cases, with reference to ensuring all complaint points are answered in future.
58. The landlord is to provide evidence of compliance to the Ombudsman within the specified timescales.

Recommendations

59. The Ombudsman recommends that the landlord considers removing reference to compensation offers being made to “settle” a complaint within its responses and any staff guidance.
60. The landlord is to confirm its position in relation to the above recommendation within 4 weeks.