

Housing

Ombudsman Service

REPORT

COMPLAINT 202301513

Broxtowe Borough Council

26 November 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. This complaint is about the landlord's handling of the resident's reports about:
 - a. A leak into her home from the roof.
 - b. A faulty toilet and redundant stairlift in her home.
 - c. Its failure to mow her garden lawn.

Jurisdiction

2. What the Ombudsman can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Scheme. When a complaint is brought to this service, the Ombudsman must consider all the circumstances of the case, as there are sometimes reasons why a complaint will not be investigated.

Faulty toilet and redundant stairlift

3. The Scheme states at paragraph 42.a. that the Ombudsman may not investigate a complaint which is received prior to having exhausted a landlord's complaints procedure.
4. The resident's original complaint made to the landlord through the Ombudsman centred on repairs and maintenance. These included the roof, a faulty toilet, and the redundant stairlift. The landlord explained to the Service that some of these issues had not previously been reported. The landlord's repair records confirm that only the roof issue had been reported to the landlord in the months leading up to the complaint.
5. The Ombudsman's Complaint Handling Code (the Code) requires a landlord to "recognise the difference between a service request and a complaint. A service

request is a request from a resident to their landlord requiring action to be taken to put something right. Service requests should be recorded, monitored and reviewed regularly. A complaint should be raised when the resident raises dissatisfaction with the response to their service request.”

6. The landlord arranged appointments to address the toilet and stairlift issues, which its records show were completed by the time of the resident’s escalated complaint. As they had not been reported to the landlord it was appropriate for it to treat these particular matters as new service requests, and act on them accordingly. The resident did not raise any clear dissatisfaction with its actions, either in her escalation request or in her Ombudsman complaint. In these circumstances, and in line with the Code and paragraph 42.a., these issues have not formed the basis of a complaint to the landlord and will not be considered in this investigation.

Background and summary of events

7. The resident is a tenant of the landlord.
8. The landlord’s repair records show no significant repair issues reported to it in 2022 apart from a roof leak in October and November.
9. The resident approached the Ombudsman in April 2023. She complained about the way the landlord had dealt with issues relating to the roof leak, which she said was causing her ceiling to bulge. She also raised concerns about its handling of a fault with her toilet, issues with an un-needed stairlift in her home, and that the landlord had not mowed her garden for several years. We passed her concerns to the landlord and asked it to treat them as a complaint. It confirmed it would do so, but said that some of the repair issues had not previously been reported to it.
10. The landlord responded to the resident on 31 May 2023. It explained it had arranged an inspection of the resident’s home earlier in the month. Following that it was arranging appointments in June to remove the stairlift, fix the toilet, and resolve the outstanding roof work. It said that the resident was responsible for mowing her lawns, in accordance with her tenancy agreement. It apologised for what it said was its failure to provide an appropriate level of service, and said it upheld the resident’s complaint (it did not specify what it believed it had failed at or offer any remedies).
11. The resident contacted the Service again in June and July 2023. She confirmed the stairlift had been removed, but the other work had not been completed. She also spoke about additional issues, such as the landlord’s apparent decision to only visit in pairs. We asked the landlord to escalate the resident’s complaint

about the repairs and maintenance. We told the resident she should raise new complaints with the landlord about the additional issues.

12. The landlord sent its final complaint response on 30 August 2023. It explained the roof leak repairs had been completed at the end of June, as had the toilet repair and the stairlift removal. It said it had attempted unsuccessfully to contact the resident to clarify the basis of her escalated complaint, but had arranged a further inspection for September to identify any unresolved issues. It said again that the lawn maintenance was the resident's responsibility, and explained how it could assist her with that. It referred her to the Ombudsman if she remained dissatisfied with its handling of her complaint.
13. The landlord has told the Service that it inspected the resident's property on 13 September 2023 and found no unresolved repair issues.
14. The resident brought her complaint to the Ombudsman because she disagreed with its conclusions about the lawn. She said she had previously been told by the landlord she was eligible for its garden maintenance service. As part of that service it was already maintaining her garden hedges, but had neglected the lawn.

Assessment and findings

Investigation scope

15. Paragraph 42.a. of the Scheme explains the Ombudsman may not consider a complaint which has not yet exhausted the landlord's complaints procedure.
16. In her complaints and correspondence with the Service the resident has referred to a range of issues of dissatisfaction she has with the landlord, some of which are long running and refer to events in previous years. She has also commented on some of the explanations it gave in its complaint responses, explaining how her dissatisfaction with them was linked to its previous actions. This includes the issue of the number and gender of repair operatives the landlord sends to her home.
17. This investigation centres on the specific repair and maintenance issues raised by the resident with the landlord through the Service in April and July 2023, and the landlord's complaint responses. In accordance with paragraph 42.a. no other issues will be considered in this report. The resident should make new formal complaints to the landlord about these additional concerns if necessary. If she does so and her concerns are not resolved by its complaint investigations, the resident has the option of asking the Ombudsman to start a new investigation.

18. The resident should keep in mind that there are sometimes time limits on issues which can be complained about to the landlord and the Ombudsman, which may impact on what can be investigated.

A leak into the resident's home from the roof

19. The landlord's repair records confirm a roof leak was reported by the resident in October 2022, with follow up work in November. The work shows a completion date of 29 June 2023. That indicates the work was incomplete at the time of the resident's complaint to the landlord in May, and supports her concern.
20. This is confirmed by the landlord's surveyor's notes of the inspection on 26 May 2023, which observes that the work from October/November 2022 was incomplete and had been "forgotten about". This inspection was several days before the landlord sent its first complaint response, so the landlord should have been aware of it.
21. In its first complaint response the landlord acknowledged it had provided a poor service, but it did not explain how, nor did it refer to the incomplete roof repairs. It also did not offer any remedies for its poor service.
22. The evidence does not show a specific impact from the leak. The resident did not explain any, and the landlord's notes after a further inspection on 26 June 2023 (just before the final roof work was started) state the loft was dry with no sign of a leak.
23. Nonetheless, the landlord failed to resolve the roof repair as planned in 2022 and nothing in the evidence indicates why, or shows it updated the resident and attempted to manage her expectations. It then failed to properly identify, acknowledge, and remedy its failing when it investigated the resident's complaint about the issue.

The resident's reports about the landlord's failure to mow her garden lawn

24. The resident has explained that she understood the landlord to have committed to mowing her garden lawn. She complained that it had not done so for several years.
25. In both its complaint responses the landlord told the resident that the lawn maintenance was her own responsibility, in accordance with her tenancy agreement. The resident's tenancy agreement broadly supports the landlord's explanation. It is also typical of many standard tenancies that the tenant is responsible for any gardens which form part of the property.
26. However, during the landlord's inspection of the property on 26 May 2023 its surveyor noted that the resident "should have her hedges and grass cut.

However she is only getting her hedges cut and the lawn is always missed out being up to 1ft. high in places. Can you ensure it is on the rota and done ASAP please? Location is the rear of the property... . With regards to the Garden, Gardens are supposed to cut the hedges and the grass but only cut the hedge this has been chased before by tenancy and estates I will email chasing again.”

27. The note shows that not only should the resident’s lawn have been getting maintained and was not, but the issue had previously been raised and was still unresolved. As with the roof repair, this inspection and observation was shortly before the landlord sent its first complaint response, meaning it should have been aware of the actual situation and problem. Rather than acknowledge and remedy what seems to be a long running mistake, it inaccurately told the resident the lawn was her responsibility.
28. The landlord said the same in its response to the Service’s request for information for this investigation. When we queried the issue it realised its mistake, acknowledged the resident should have been on its garden maintenance list, and confirmed she now was.
29. It is not apparent from the evidence why the landlord was not aware of the inspection outcome when it investigated the resident’s complaints. It should have been, because it had arranged the inspection to look into the repair and maintenance issues the resident had complained about.
30. The landlord’s failure to maintain the resident’s lawn was long-running and appears to have previously been identified as an omission. At the time of the landlord’s first complaint response it held information confirming its obligation, but it incorrectly advised her in both its responses the responsibility was hers. It has subsequently accepted its responsibility, but has not remedied its failings.

Determination (decision)

31. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure by the landlord in its handling of the resident’s reports about a leak into her home from the roof.
32. In accordance with paragraph 52 of the Scheme, there was maladministration by the landlord in its handling of the resident’s reports about its failure to mow her garden lawn.
33. In accordance with paragraph 42.a. of the Scheme the resident’s complaint about a faulty toilet and redundant stairlift in her home is not one the Ombudsman will investigate.

Reasons

34. Despite her complaint about the issue the landlord failed to identify that it had delayed resolving a roof repair issue.
35. The landlord's response to the resident's concerns and complaints about its responsibility for maintaining her garden lawn was inaccurate and did not reflect the feedback given by its operatives on the subject.

Orders

36. The landlord has confirmed that the resident is now on its garden maintenance list for her lawns. Nonetheless, this omission appears to have occurred over multiple years and caused the resident inconvenience and distress. Because of that the landlord is ordered to pay her compensation of £450.
37. The landlord is also ordered to pay the resident £150 for its poor handling of her roof repair complaint.
38. This total payment of £600 must be made to the resident within 4 weeks of this report. Evidence of payment by that deadline must be provided to the Service.