

Housing

Ombudsman Service

REPORT

COMPLAINT 202311275

Broxtowe Borough Council

19 December 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 response to the resident's reports of various repairs including: damp and mould, a leak in the bathroom, the kitchen ceiling, and repairs to radiators, windows, and doors.

Background

2. The resident is a secure tenant of the landlord, a local authority. The tenancy commenced in 2017 and the property is a 3-bedroom house. The household had no vulnerabilities recorded but the resident reported the impact of the damp and mould on her asthma to the landlord.
3. Repair records show reports of damp and mould in 2018 and 2019 and works raised by the landlord to remedy this (full scale of the works and outcomes are not known). The landlord communicated to the resident in its complaint correspondence related to this investigation that historic repairs had been completed so it was focusing on her new reports from 2021.
4. On 1 February 2021 the resident reported a leak in the bathroom and the landlord attended to seal the bath and identified repairs needed to the kitchen ceiling. The resident chased these repairs in March 2021 but the works were closed down by the landlord in November 2021 without completion.
5. The resident raised further repairs relating to bathroom leaks and the kitchen ceiling in August 2022 and inspections were carried out which identified additional repairs. These included works to: lighting, radiators, windows, a gully, and the kitchen ceiling. The landlord considered that these works were all completed by 17 November 2022.

6. However, in February 2023 the resident reported that there were still outstanding repairs and she provided details to the landlord. She also submitted a formal complaint around the same time, stating that she had developed asthma since living in the property and she struggled with breathing due to the damp conditions. She complained that the inspector of August 2022 said he would escalate the repairs, and she asked for a call back as she felt no one ever got back to her.
7. In the landlord's stage 1 response of 23 February 2023 it apologised if the resident had not received timely responses to her contacts, detailed the outstanding repairs, and confirmed that an inspection had been scheduled for 9 March 2023.
8. The resident escalated her complaint on 5 May 2023, as there had been no progress following the March 2023 inspection. The landlord investigated the delays internally and identified an error in the jobs not being progressed. It then re-raised works orders and multiple repairs were completed in June 2023.
9. In the landlord's stage 2 response of 28 June 2023, it gave its account of events between August 2022 and June 2023. It apologised for the delays in progressing the works after inspection, as they had not been passed to its operatives at the time. It further apologised for the delayed service the resident had received and for any distress or inconvenience caused as a result.
10. In early 2024, the resident reported electric shocks in the kitchen and, in March 2024, she reported a new leak from the bathroom and a damp patch on the kitchen ceiling. An operative attended to check for leaks and the bath panel was resealed. Further works were raised in March 2024 to clear gutters and make safe piping work.

Assessment and findings

Scope of investigation

11. The resident's historic reports of damp and mould from 2018 and 2019 are not considered in this investigation, as there is no evidence that they were raised by the resident as a formal complaint at the time (reflected at paragraph 42.a of the Scheme). The Ombudsman has considered the resident's reports from 2021 onwards, which were raised as part of her formal complaint.
12. The resident has told the landlord that this matter has negatively affected her family's health. The Ombudsman does not doubt the resident's comments, but it is beyond the remit of this Service to determine whether there was a direct link between the landlord's actions and her family's ill-health. She may wish to seek independent advice on making a personal injury claim if she considers that her health has been affected by any action or failure by the landlord

(reflected at paragraph 42.f of the Scheme). While the Ombudsman cannot consider the effect on health, consideration has been given to any general distress and inconvenience which the resident experienced as a result of any service failure by the landlord.

The landlord's response to the resident's reports of various repairs

13. The landlord is responsible for repairing and maintaining the structure of the property, including drains and gutters, space and heating equipment, installations for water and sanitation, common areas, plastering, kitchens and bathrooms. The landlord's Repair Policy sets out its varied repair timescales ranging from 3 to 7 working days for urgent repairs, to 20 working days for routine repairs, or longer for planned maintenance works. The landlord is ultimately expected to carry out repairs within a reasonable timescale. Repairs involving major works or damp may require pre-inspections which should be carried out within 5 working days of reports.
14. The landlord has not disputed its repairing responsibilities in this case. It has acknowledged delays in its repair services and explained that this was due to the works not being passed on to its operatives after being logged by the resident and inspectors. It apologised and acknowledged that it had not provided a reasonable repair service.
15. Despite this acknowledgement, the landlord failed to then take appropriate steps to fully address the complaint and put things right. It did not consider the impact of the long standing repeat issues that the resident had been raising about the bath leaks and the associated kitchen ceiling repairs. It did not consider the individual repair delays or go on to offer reasonable redress to put things right in line with the Ombudsman's Dispute Resolution Principles.
16. The first leak of February 2021 was attended within the landlord's emergency timescale of 3 working days, which was reasonable, and the hole in the kitchen ceiling was repaired within 20 working days, which was also reasonable. However, there remained outstanding remedial work to the kitchen ceiling between February 2021 and June 2023. This was an unreasonable period of approximately 18 months beyond the landlord's Repair Policy timescale of 20 working days for routine repairs.
17. There were also recurring reports of leaks in the bath with some instances where operatives were unable to trace the source, and a failure by the landlord to carry out an investigation into the repeat occurrences. Though the evidence shows that the landlord's operatives attended to carry out checks, make safe works, and resolve the leaks within the 1 to 7 day timescale under its Repair Policy for urgent works, it would have been reasonable for the landlord to have

carried out an investigation into the repeat issues to see if it could resolve them more permanently.

18. Repairs to the windows, doors, damp and mould, and radiators were outstanding from August 2022 to June 2023, approximately 6 months beyond a reasonable timescale under the Repair Policy. The repairs in full were not completed until June 2023. This represents a delay of approximately 18 months in total (including 6 months within this period for separate repair issues) that was beyond a reasonable timescale.
19. There were delays between inspections being carried out and actions being progressed after them, such as the inspections of August 2022 and then March 2023. It was not until the resident chased the landlord that the landlord sought quotes for works and then reasonably completed these between May and June 2023. While the landlord has since reviewed its repair reporting system and teams, and explained that the delays were partly due to the pandemic, there has still been an unreasonable service overall.
20. The landlord's response to the resident's report of damp and mould (carrying out an antifungal wash and repairing leaks in the radiator) were encompassed in the overall period of works. There has been no evidence of a pre-inspection of damp and mould as required by the landlord's Repair Policy. The landlord did not investigate the impact of the damp and mould on the household, despite being made aware of the resident's reports of worsening asthma. The landlord failed to respond in a timely manner which reflects the urgency of the issue, as recommended by the Ombudsman's Spotlight on: Damp and mould, it's not lifestyle report. The landlord's delayed and limited response to the damp and mould therefore represent a failure in service.
21. The Ombudsman's Spotlight report also recommends that landlords should ensure staff are able to identify early signs of damp and mould, making the most of every visit to identify this, even where this is not reported by a resident. The evidence indicates that there were multiple visits to the property during the period of outstanding repairs by operatives and inspectors but there was limited engagement with the reports of damp and mould.
22. The resident experienced unnecessary distress and inconvenience, as well as time and trouble, due to the delayed repair services. Therefore, taking into account all the circumstances of the case, the Ombudsman finds that there was maladministration. In line with the Ombudsman's Remedies Guidance, an order is made for the landlord to pay £900 for the overall detriment experienced by the resident for approximately 18 months of outstanding repairs. This is calculated as approximately £50 per month for detriment towards the resident in both time and trouble and distress and inconvenience.

23. It is understood that the specific repairs which were the subject of this complaint were resolved by June 2023. However, given the nature of those repairs, and the concerns identified in this report, the landlord is recommended to (if it has not done so already) discuss the status of any outstanding repairs with the resident and provide an action plan if this continues to persist, with a view to investigating the cause of any leaks and any associated damp and mould.

Determination

24. In accordance with paragraph 52 of the Scheme, there was maladministration in the landlord's response to the resident's reports of various repairs including: damp and mould, a leak in the bathroom, the kitchen ceiling, and repairs to the radiators, windows, and doors in the property.

Orders and recommendations

Order

25. Within 6 weeks of the date of this report, the landlord is ordered to pay the resident £900 compensation for the overall detriment in time and trouble and distress and inconvenience she experienced as a result of the failings identified in this report.

Recommendation

26. The landlord is recommended to discuss the status of any outstanding repairs with the resident and provide an action plan if this continues to persist, with a view to investigate the cause of any associated damp and mould.