

Housing

Ombudsman Service

REPORT

COMPLAINT 202408760

Broxtowe Borough Council

30 January 2025

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:
 - a. Defective storage heaters.
 - b. Damp and mould.

Background and summary of events

2. The resident is a secure tenant of the landlord. The tenancy began in February 2023. The property is a 1-bedroom flat. The landlord has no recorded vulnerabilities for the resident though throughout the course of the complaint she told the landlord that she had asthma.
3. The landlord installed 2 new storage heaters in the property on 19 June 2023.
4. The resident reported that the storage heaters were not working on 3 November 2023. The landlord visited the property on 7 November 2023. It told the resident that because the storage heaters were still under warranty, the supplier would need to attend. It supplied the resident with 2 oil filled radiators as a temporary measure on 13 November 2023.
5. The resident e-mailed her local councillor on 13 November 2023 because she was unhappy that she had been without heating for 2 weeks. The councillor contacted the landlord and raised a complaint on her behalf. The landlord contacted the resident to discuss her complaint. During that call she raised further concerns about damp and mould around the windows, caused by the storage heater issue.

6. The storage heater supplier attended the property sometime in November 2023 and identified that the cause of the issue was the electric meter. It told the resident to contact her electrical supplier. The electrical supplier resolved the issue by 15 November 2023.
7. The landlord provided its stage 1 response to the resident on 24 November 2023. It told her that it provided an appropriate level of service in dealing with the storage heaters. It said that she could open the trickle vents in her windows or use the extractor fans to help with the mould that had formed on the windows.
8. The resident asked to escalate her complaint to stage 2 on 6 December 2023 because she was unhappy at how long it had taken to resolve the issue with the storage heaters. She also felt that the damp and mould was an on-going concern.
9. The landlord responded to the stage 2 complaint on 5 January 2023. It told the resident that it had acted in a timely manner to assess and provide advice about the storage heaters. It also said that a contractor had completed a damp inspection and had found the cause of mould was atmospheric condensation. It agreed to refund the cost of purchasing a de-humidifier.
10. The resident e-mailed the landlord with a copy of a receipt for her de-humidifier on 15 January 2024.
11. The resident contacted this Service on 3 June 2024 as she was unhappy about the landlord's handling of the issues raised in her complaint. The resident wants the landlord to resolve the issues with damp and mould, reimburse her for purchasing the dehumidifier, and pay her compensation for distress and inconvenience.

Assessment and findings

Scoping

12. The resident has stated that she had to attend hospital after cleaning the mould in her property using bleach and white vinegar. She also says that the presence of mould continues to negatively impact her health. However, the Service is unable to draw conclusions on the causation of, or liability for impacts on health and wellbeing. Matters of personal injury or damage to health, their investigation and compensation, are not part of the complaints process. These are more appropriately addressed by way of the courts or the landlord's liability insurer as a personal injury claim. We have, however, considered whether any failings by the landlord have been the cause of distress and inconvenience to the resident.

13. The resident states that she had been reporting mould since the start of her tenancy. The Ombudsman encourages residents to raise complaints with their landlords at the time the events happened. This is because with the passage of time, evidence may be unavailable and personnel involved may have left an organisation, which makes it difficult for a thorough investigation to be carried out and for informed decisions to be made. Taking this into account, and the availability and reliability of evidence, the assessment of the damp and mould has focussed on the period from November 2023 onwards. The records indicate that this was the beginning of the events that led to the resident raising a formal complaint.

Handling reports of defective storage heaters

14. The landlord's repairs policy says that it should diagnose the repair during a call to ensure it assigns the correct category of priority to the works. It should complete urgent repairs within 3 working days and routine repairs within 20 working days.
15. When the landlord installed the new storage heaters in the property on 19 June 2023 it completed an electrical inspection the same day. In the resident's complaint she said that she the landlord had not given her any information on how to use the storage heaters. If a landlord installs new equipment in a property, it is important that it shows residents how to effectively use that equipment. The evidence supplied by the landlord does not show that it provided the resident with instructions or a demonstration of how to use the new storage heaters.
16. The resident next contacted the landlord about the storage heaters in November 2023. The resident said to this Service that she telephoned it on 3 November 2023 but the landlord's stage 1 complaint response said that the first contact was on 5 November 2023. The landlord inspected the storage heaters on 7 November 2023. The landlord responded promptly, therefore the discrepancy between dates does not change the outcome because it responded with its 3 working day timescale.
17. The landlord found that the storage heaters were still under warranty so it was reasonable that it arranged for its supplier to attend to the issue. It is not recorded exactly when the supplier visited but when it did it identified that the fault was due to an issue with the electric meter. It told the resident to contact her electrical supplier to resolve the issue.
18. Meanwhile, on 13 November 2023 the landlord raised an urgent job to provide the resident with temporary heaters having received an e-mail from her the same day. In that e-mail she told the landlord that she suffered from severe

asthma. It delivered those heaters on the same day, within its 3 day timescale. However, it was aware the resident was without heating when it attended her property on 7 November 2023 so it would have been appropriate for it to have supplied the temporary heaters following that visit.

19. The resident confirmed that she had resolved the issue with her electrical supplier and the storage heaters were working on 15 November 2023.
20. The landlord acted appropriately in arranging for its supplier to inspect the storage heaters. It resolved the issue within 2 weeks of when it was first reported. However, as it missed an opportunity to act quicker to provide temporary heating to the resident there was service failure in the landlord's handling of the resident's report of defective storage heaters.
21. As the resident was without temporary heating for a short duration a compensation amount of £100 has been ordered. This falls within the service failure banding of this Service's remedies guidance

Handling of reports of damp and mould

22. The landlord's damp and mould procedures say that following a tenant's report it should complete an inspection within 3 working days. If the inspection finds follow-up work is required, it sets target times depending on the works. It should clean the mould and treat with anti-fungal paint within 1 week of the inspection. It should repair defective extractor fans within 2 weeks of the inspection. The landlord considers minor instances of mould such as around window frames to be non-urgent and the same timescales do not apply. In households where a resident has a medical vulnerability such as asthma it will prioritise damp and mould works.
23. The resident told the landlord that the defective storage heaters had caused a damp and mould problem in the property on 14 November 2023. An internal e-mail sent the same day showed that the landlord was aware of her asthma because it was considering temporary accommodation if the storage heaters could not be repaired quickly.
24. The landlord called her back on 16 November 2023 and she said that the issue was mould forming around the windows. It asked her about the extractor fans and she said she had them switched off because the noise was causing issues with the upstairs neighbour. The landlord told her that they should remain on to prevent excessive moisture causing mould growth. It arranged an inspection of the mould for 27 November 2023. Although the mould around the windows meant that it would have been reasonable for the landlord to consider the issue non-urgent, its procedures state that residents with medical vulnerabilities

should be prioritised. That it raised the inspection to be responded to within 20 working days allowed for non-urgent repairs shows it did not consider the resident's vulnerabilities or prioritise appropriately. The landlord marked all subsequent follow-up works as non-urgent.

25. The landlord completed an inspection on 27 November 2023 and it identified that the trickle vents had not been correctly installed on the windows in the property. It raised a job to complete the repairs before 22 January 2024. It also arranged for a contractor to complete a damp survey on 6 December 2023. There is no record that it looked at the extractor fans during that inspection. It would have been appropriate to do so, as the resident had told it she was reluctant to use the extractor fans due to perceived excessive noise. Given its damp and mould policy says that it should repair defective extractor fans within 2 weeks it missed an opportunity to identify and repair any issues with the extractor fans within its timescales.
26. The contractor completed the damp survey on 6 December 2023. It found mould growth around the windows in the bedroom, bathroom, and kitchen. It concluded that atmospheric condensation was causing the mould. It recommended the landlord install a positive input ventilation (PIV) system to improve the ventilation, inspect the efficiency of the extractor fans, and remove all mould from the property. It provided the landlord with its findings on 20 December 2023.
27. It is acknowledged that landlords have a responsibility to manage their resources responsibly. For this reason, they are not obliged to carry out all works recommended following inspections. However, if this is the case, they would be expected to explain the reasons for not following those recommendations to the resident and make a record of this for future reference.
28. In its stage 2 response the landlord acknowledged the concerns the resident had about her neighbour's response to her using the extractor fans. It signposted her to its tenancy team if she had further issues. This response was reasonable and proportionate.
29. Following the damp survey and its stage 2 response the landlord completed the following works:
 - a. Repaired the trickle vents on 12 January 2024.
 - b. Completed a mould wash on the windows, walls in the kitchen and lounge and the kitchen cupboards on 19 January 2024.
 - c. Repaired the boost function of extractor fans on 1 March 2024 (the resident had not been at home for an earlier appointment).

30. While the landlord took some action following the damp survey it did not appear to have considered its damp and mould policy in arranging the follow up works. It did not complete the works within its target times set out for removing mould and repairing extractor fans. Nor did it consider whether it would have been appropriate to prioritise the works because of the resident's asthma. It also had not recorded its reasons for not installing a PIV unit in the property. For those reasons there has been maladministration in the landlord's handling of reports of damp and mould.
31. When deciding on an appropriate remedy, both the landlord's and this Service's remedies guidance have been considered. Although the landlord's failure to consider the timescales of its damp and mould policy adversely affected the resident it acted promptly in completing the repairs following the stage 2 complaint so an amount of £250 has been awarded. This amount falls within the maladministration banding of this Service's remedies guidance.

Determination (decision)

32. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure in the landlord's handling of reports of defective storage heaters.
33. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in the landlord's handling of reports of damp and mould.

Orders

34. Within 4 weeks of this decision the landlord should:
 - a. Provide an apology to the resident for its failings in line with the Ombudsman's guidance for making apologies.
 - b. Pay the resident the compensation amount of £350 broken down as:
 - i. £100 for the delay in providing her temporary heating.
 - ii. £250 for the distress and inconvenience experienced by the resident because of its failings in handling her reports of damp and mould.
35. The landlord should update this Service when it has made the payment.
36. The landlord is also ordered to complete an inspection of the property to establish whether the works completed in January and March 2024 have improved the issues with damp and mould. If the damp and mould problems persist it should commission a further damp survey from an external contractor.

37. This inspection should be completed and the results shared with the resident and this Service within 8 weeks from the date of this report.

Recommendations

38. If it has not already done so the landlord should:
 - a. Reimburse the resident for the de-humidifier she purchased.
 - b. Register the resident's medical condition on its internal systems.
 - c. Either provide the resident with an instruction manual for the storage heaters installed in the property or arrange for a visit where she is shown how to operate them.