

Housing

Ombudsman Service

REPORT

COMPLAINT 202308938

Broxtowe Borough Council

25 February 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 resident's complaint is about the landlord's response to her request for electrics to be reinstated in her outhouse.

Background

2. The resident holds a secure tenancy with the landlord. The property is a 2-bedroom ground floor flat.
3. On 18 February 2022, the resident called the landlord to report that the light in the outhouse was not working. The landlord's records indicate that it may have completed a physical inspection on 28 March 2022. There are no details of what took place during the appointment.
4. On 19 May 2022, the resident called the landlord to request an inspection to assess whether she would be able to have electric installed in her outhouse. The landlord booked an appointment for 25 May 2022; however, this was a missed appointment. The resident also requested a call back which the landlord did not return. The resident chased both on 6 June 2022, and the landlord rescheduled the appointment for 14 June 2022.
5. The resident called the landlord on 1 February 2023 and informed it that all her neighbours had electric going into their sheds. She informed the landlord that she would have nowhere to plug in her mobility scooter and would need to use extension cables which would be unsafe. The landlord informed the resident that this was not a repair, and the resident requested a call back.

6. The resident chased the call back on 16 February 2023. The landlord advised it was not a repair but if there was anything it could do, it would be in touch with her.
7. The resident made a formal complaint on 18 February 2023. She stated that she had called the repairs team 3 times for the electric to be restored in the outhouse as she planned to get a mobility scooter soon due to her health deteriorating. She noted that the repairs team had informed her that it was her responsibility to pay for it however, she was not able to do this.
8. The landlord issued a stage 1 response on 24 March 2023. The landlord stated that it had spoken to the senior maintenance officer for electric who confirmed that it now removes old electric supplies to properties when they are vacant and there was no requirement for the landlord to supply electric to an outhouse. The landlord informed the resident she would need to ask it for permission, employ an electrician and supply a certificate to it if she wished to have electric in her outhouse. The landlord partially upheld the resident's complaint due to the lack of communication.
9. The landlord acknowledged the resident's complaint at stage 2 on 6 July 2023 and advised a response was due by 3 August 2023. On 1 August 2023, the landlord informed the resident there would be a delay in issuing a response, and this was now due by 16 August 2023.
10. The landlord issued a stage 2 response on 16 August 2023. The landlord reiterated that it was not obligated to provide an electrical supply to the outbuilding, and this is why it had been removed.
11. The resident referred her complaint to this Service in August 2023. She outlined her health issues and her need for a mobility scooter soon. She stated that she found the matter distressing as she would have nowhere to charge her scooter.
12. The resident informed this Service in February 2025 that the landlord reinstated the electrics in the outhouse in November 2024.

Assessment and findings

The landlord's response to the resident's request for electricity to be installed in the outhouse.

13. The landlord's mobility scooter policy states that while it does not have a 'legal obligation' to provide scooter storage, there is a need to identify storage and charging solutions that support the safe use of mobility scooters whilst recognising that different solutions may be necessary in terms of building design, financial considerations and building use.

14. The policy shows that the landlord will not give permission to residents to run power to external sheds/units as the use of temporary extension leads and adaptors for charging mobility scooters should be avoided.
15. The policy also says that if a tenant wishes to alter their property to provide safe storage of their mobility scooter, they must request permission in writing. The landlord would consider permission in accordance with the alterations and improvement procedure and any work would be at the tenant's expense and paid in advance.
16. The landlord's aids and adaptations policy states that a resident may make a self-referral to an aids and adaptations officer for a minor adaptation. For major adaptations, the occupational therapy service at the local authority would assess the requirements and needs of the tenant and provide a recommendation. Alternatively, for less complex major adaptation requests, the aids and adaptations officer may assess the requirements and needs of the tenant.
17. When the resident first reported the lack of electrics in the outhouse in February 2022, it is unclear from the landlord's records what action it took and what information it gave to her. Although the landlord's records indicate that it may have completed a physical inspection on 28 March 2022, there are no written records detailing what occurred during the inspection. The lack of records has made it difficult for this Service to assess whether the landlord's actions were appropriate in the circumstances.
18. The Ombudsman expects landlords to maintain a robust record of contacts and repairs. This is because clear, accurate, and easily accessible records provide an audit trail and enhance landlords' ability to identify and respond to problems when they arise.
19. The resident's subsequent contact with the landlord to request an inspection on 19 May 2022 indicate that the inspection on 28 March 2022 did not take place or did not appropriately address or resolve her concerns. Although the landlord scheduled an appointment for 25 May 2022, this was a missed appointment. This was a failing by the landlord, and it is likely to have been frustrating for the resident who had to chase the landlord for an explanation and an update on 6 June 2022. This was approximately 2 months after the resident's initial report about the matter. It was unreasonable for the landlord to leave the resident's report unaddressed and the scheduled appointment unattended.
20. An appointment was scheduled to take place on 14 June 2022. However, due to the lack of detailed repair records, it is unclear whether the inspection took place and if any follow-on actions were recorded.

21. The resident next contacted the landlord's repair team about the matter on 1 February 2023. She notified the landlord that she wanted to be able to charge her mobility scooter in the outhouse, but she would be unable to due to the lack of electricity in the outhouse. The landlord appropriately informed the resident that this was not a repair. However, the landlord should have directed her to the relevant team to respond to her query concerning the installation of electrics in the outhouse.
22. The landlord failed to call the resident back despite logging this request on 1 February 2023. The resident had to chase the landlord for an update on her query on 16 February 2023. The landlord informed her that it was unlikely to reinstate the electrics in the outhouse as this did not constitute a repair. It would have been reasonable for the landlord to have explained to the resident at this stage why it was unable to reinstate the electrics and why it did not constitute a repair. The lack of transparency from the landlord is likely to have confused and frustrated the resident who had notified the landlord that other residents had electricity in their outhouses.
23. The landlord's handling of the matter and lack of clear communication led to the resident making a formal complaint on 18 February 2023. She notified the landlord that, although it advised her that it was her responsibility to pay for the installation of electricity, she was not in a financial position to do so. The landlord maintained its position that there was no obligation upon it to supply electric to the outhouse and any alterations would be at the cost of the resident. The landlord's advice was appropriate and in accordance with its policy which states that any alterations to the resident's property to provide safe storage and charging of a mobility scooter would be at her expense.
24. While there may not have been an obligation upon the landlord, it would have been reasonable for it to have considered the resident's individual circumstances and needs before communicating a decision to her. Given that the resident's electrics request was to accommodate her need for a mobility scooter, the landlord could have done more to identify alternative solutions to assist her. For example, it could have given the resident more information about the possibility of storing and charging a mobility scooter in her property and the process involved in obtaining permission for this.
25. The landlord could have also considered whether there was any scope under its aids and adaptations policy to accommodate the resident's request for it to reinstate electricity to the outhouse. While the resident has notified this Service that the electrics have now been reinstated, it was unreasonable that the landlord did not seek to consider whether there was any discretion (given the individual circumstances of the case) at an earlier opportunity.

26. Overall, there was service failure by the landlord in its handling of the resident's request to have electricity reinstated to her outhouse. The landlord failed to offer adequate and transparent communication with the resident following her initial report and delayed in considering whether it could apply discretion in this case. The landlord did not maintain adequate records, which has impacted this Service's ability to conduct a thorough investigation, as highlighted through this report. This was a failure by the landlord and contributed to the other failures identified in this report.
27. The landlord is ordered to pay the resident £100 in recognition of the service failures identified.

Determination

28. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord in its response to the resident's request for electrics to be reinstated in her outhouse.

Orders

29. The landlord shall take the following action within 4 weeks of the date of this report and provide the Ombudsman with evidence of compliance with these orders:
- a. Apologise to the resident for the service failures identified in this report.
 - b. Pay the resident £100 in recognition of the time, trouble and inconvenience caused by the service failures identified.