

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202415587*

*Broxtowe Borough Council*

*28 August 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 handling of boiler repairs.

## **Background**

2. The resident and her mother are secure tenants of the landlord. The property is a 3-bedroom house. The family moved into the property in 1968 when it was newly built. The resident was added to her mother's tenancy as a joint tenant on 18 January 2021, and they are the current residents of the home. The resident's mother has health issues and requires 24-hour care, which her daughter provides.
3. The resident raised a complaint on 30 March 2024 with additional information and updates provided on 5 April 2024 and 8 April 2024 to raise all complaint issues. The resident said:
  - a. She tried to call the out of hours repair line about the boiler on 29 March 2024 (a bank holiday) and could not get through.
  - b. The repair to the boiler was delayed because the operatives coming to the house did not bring overshoes, despite her requests due to her mother's health.
  - c. That she was told the landlord did not prioritise emergency repairs based on vulnerabilities of household members.
  - d. There were missed appointments and appointments that did not fix the issue, causing a period of no hot water in the home.
4. The landlord provided its stage 1 response on 26 April 2024. The resident's complaint was upheld and the landlord apologised. It said:

- a. There was a problem with the out of hours repair line not transferring on Friday and Monday of the Easter weekend.
  - b. That operatives should always carry overshoes with them, and it had raised this with the contractor.
  - c. That the boiler was beyond economical repair and was replaced on 5 April 2024.
  - d. That the new boiler did not work following installation due to a blocked condensate pipe. This was fixed on 8 April 2024.
5. The resident escalated the complaint to stage 2 on 27 April 2024. She said:
- a. That when she phoned in, she was told that emergencies are dealt with in the order received and not prioritised based on vulnerability. She asked for confirmation of whether this is the case.
  - b. She did not feel that the landlord took her mother's vulnerabilities into consideration regarding the lack of hot water and asked if it was a legal requirement for residents to have hot water.
  - c. There was a failed callback by the boiler manufacturer.
  - d. There were missed appointments.
  - e. That the operative who attended one of the appointments failed to identify the issue, causing a further delay in the boiler working.
  - f. That operatives had been inconsistent regarding their willingness to remove their footwear if they do not have overshoes with them.
6. The landlord provided its stage 2 response on 28 May 2024. It said:
- a. That residents' vulnerabilities are part of its repairs prioritisation and apologised if the resident believed the out of hours operator did not take these into account.
  - b. That it attended for repairs within its required timescales when a boiler is not working and had offered alternative heating.
  - c. That the boiler manufacturer is not contracted by the landlord, so it was not able to guarantee a call.
  - d. It apologised that there were appointments the resident expected that were not attended. It said that for one of the appointments, the operative had the wrong phone number for the resident and may have tried to attend the wrong property.
  - e. It apologised that the operative who came out on 6 April 2024 did not identify why the new boiler was not working and had turned it off.

- f. That operatives should not take off their shoes for health and safety reasons.
  - g. That to ensure the landlord learned from the complaint the Housing Repairs Team had been asked to:
    - i. Ensure condensate pipes are reviewed in the first instance.
    - ii. Monitor the out of hour phone line to make sure it is working correctly.
    - iii. Remind operatives and contractors to always carry overshoes with them and not to take shoes off during repairs.
    - iv. Correctly manage the expectations of individuals regarding repairs.
  - h. To resolve the complaint the landlord offered £250 for delays, distress, and hardship caused by its failings.
7. The resident escalated her complaint to this Service as her concerns about the phone issues and operatives not wearing overshoes were not resolved. She does not feel that the landlord has provided assurance that the issues will not happen again.

### **Assessment and findings**

8. The landlord's repair policy says:
- a. It will attend emergency repairs, which includes boilers, within one working day.
  - b. That the repair priority will be reviewed for tenants with additional care and support needs and an additional priority can be agreed.
  - c. That the out of hours service is coordinated by a third party and if the repair cannot wait until the next working day, it will be defined as an 'emergency out of hours repair'.
9. The landlord attended the property on the weekend and on a bank holiday, which is earlier than the one working day required by its timeframes. It also offered alternative heating, which was a reasonable thing to do.
10. The resident raised concerns about whether the landlord considered her mother's vulnerabilities when it responded to the boiler issues. We would expect a landlord to consider a resident's needs and vulnerabilities when responding to a boiler not working. The landlord attended a day earlier than was required and this indicates that the landlord had given the repair an additional priority but did not communicate this clearly to the resident.
11. The landlord acknowledged there were failures in how it responded to the boiler issues and these include:

- a. The out of hours phone line did not work on the Easter bank holiday Friday.
  - b. Its contractor did not bring overshoes to appointments.
  - c. There was poor communication about when the contractor would be coming for follow up appointments.
  - d. Its contractor did not initially identify why the new boiler was not working.
12. When a landlord admits failings, the Ombudsman's role is to consider whether it resolved the resident's complaint satisfactorily in the circumstances and offered appropriate redress. In considering this, we assess whether the landlord's actions were in line with the Ombudsman's Dispute Resolution Principles: Be fair, put things right and learn from outcomes.
13. The failings in the handling of the boiler repairs had an impact on the resident:
- a. She and her mother were delayed in reporting the boiler issue because the out of hours line was not working.
  - b. The first appointment was delayed by two days due to the operative not having overshoes. She continued to have problems with operatives showing up without overshoes. This was understandably upsetting to the resident as it made her feel that the landlord did not respect her home and was not taking her mother's health issues seriously.
  - c. She was caused inconvenience due to the confusing communication and missed appointments.
  - d. She and her mother did not have a working boiler for periods, including the first weekend the new boiler was installed. This caused inconvenience and frustration.
14. In its stage 2 response, the landlord offered the resident £250 in compensation for the delays, distress, and hardship caused by its failings. The resident has confirmed that she received this compensation.
15. Overall, we are satisfied that the acknowledgement of its failures, apology, and compensation provided by the landlord represents reasonable redress for the failures in respect to its handling of the boiler repairs. The compensation that it has paid is in line with what we may have awarded for this type of issue and, in our opinion, is proportionate to the impact to the residents.
16. In its stage 2 response on 28 May 2024 the landlord stated it had reminded its repairs team and contractor to wear overshoes when attending properties. It was reasonable for the landlord to make this reminder, so that it learned from the resident's complaint.

17. However, the resident let us know that, in July 2024, an operative from the landlord's caretaking team attended an appointment and did not have overshoes. The resident notified the landlord of this. In our view, this shows that the efforts the landlord made did not fully fix the problem. This will have been particularly frustrating for the resident, given the commitment that the landlord had made in its stage 2 reply. Therefore, we will make a recommendation that the landlord remind its repairs team, caretaking team, and contractors to bring overshoes to appointments.
18. The landlord said it would monitor to ensure that the out of hours phone line worked as it should, including on bank holidays. Following this complaint, the resident had reason to call the out of hours repairs line again on 27 May 2024 (a bank holiday) and was not able to get through. She reported the issue to the landlord again and it said it would try to fix the problem. To ensure that residents are able to reach the landlord to report emergency repair needs on bank holidays, we will include a recommendation for it to monitor the out of hours phone line to ensure it is working correctly on bank holidays.

### **Determination**

19. In accordance with paragraph 53.b of the Housing Ombudsman Scheme, the landlord provided reasonable redress in response to the resident's complaint about its handling of boiler repairs.

### **Recommendations**

20. It is recommended that the landlord remind its repairs team, caretaking team, and contractors to bring overshoes to appointments.
21. It is recommended that the landlord monitor the out of hours phone line to ensure it is working correctly on bank holidays. This could include carrying out test calls and checking call data to ensure calls are received and answered.