

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202315685*

*Broxtowe Borough Council*

*3 September 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:
  - a. Handling of a roof leak at the resident's property.
  - b. Complaint handling.

## **Background**

2. The resident is a secure tenant of the landlord. The property is a 2 bedroom first floor flat.
3. On 8 July 2023 the resident contacted the Ombudsman to advise that he had been reporting a roof leak that was causing water ingress into his property since December 2015. He said it had still not been resolved despite him complaining about it to the landlord on 29 March 2023. He later provided a copy of the 29 March 2023 email, in which he asked the landlord to take action as the issue had been ongoing for over 7 years and a ceiling that contained asbestos was still awaiting repair.
4. The resident also provided a copy of an email dated 28 December 2015 which explained the wall in the kitchen and ceilings in both bedrooms were wet. Therefore, on 28 September 2023 the Ombudsman sent copies of both emails to the landlord and instructed it to open a formal complaint in response to the 29 March 2023 email. The deadline for the response was 5 October 2023, which was then extended to 12 October 2023.
5. In its stage 1 response on 12 October 2023 the landlord said it had carried out roof repairs in 2019 and 2020 but this had not fully resolved the problem. It confirmed that it would be replacing the roofs of all blocks from 23rd October

2023, which would resolve the leaks into the property and it would make [block A] a priority. It confirmed polythene had been placed in the ceiling of the bathroom to enable the resident to continue to use it whilst it was awaiting replacement. The landlord confirmed that it had now offered the resident temporary accommodation or the option of a permanent move to an upcoming property, but the resident had declined these. It upheld the complaint as it said it had failed to provide an appropriate level of service.

6. In his escalation request on 16 October 2023 the resident explained the unrelated issues had been addressed long ago. He also expressed concern that [block A] was being prioritised as he was in [block B]. He explained that he was worried about the presence of asbestos in the ceiling that was awaiting replacement and that workmen had used scrapers on it after he was reassured it would be dealt with safely. He explained why he had refused the temporary and permanent moves offered.
7. In its stage 2 response on 13 November the landlord:
  - a. Acknowledged that the resident initially reported the leak on 29 December 2015 and confirmed that that inspection was abandoned but it was unable to locate any information to indicate why.
  - b. Said that further repairs in 2019 and 2020 had failed to permanently resolve the leak.
  - c. Apologised that the leak had not been resolved in the first instance and for the subsequent delays in resolving it.
  - d. Confirmed that the roof repair works had been re-scheduled for 15 November 2023 as the original date in October had been inconvenient for the resident.
  - e. Confirmed that the plastic sheet was due to be removed and the ceiling replastered on 15 November 2023 and apologised if it had caused any distress.
  - f. Agreed to carry out internal decorative work to the areas affected by the leak.
  - g. Offered a total of £2000 compensation, comprised of £1000 for the delays in repairing the roof leak and its failure to repair it in the first instance, £1000 for the inconvenience and distress caused, including any negative impact the leak may have had on his families health.
  - h. Confirmed it had undertaken a restructure and review of the repair processes and created a new role of Repairs Customer Services Manager. It had also provided refresher training to its Housing Department.

8. The resident referred his complaint to the Ombudsman as he did not think the amount of compensation paid was sufficient as he was worried that he and his family may have suffered long term health consequences as a result of the ongoing leak.

## **Assessment and findings**

### *Scope of investigation.*

9. The resident has referred to the landlord's actions impacting on his own and his family's physical and mental health. Although we would consider any distress and inconvenience the resident experienced as a result of any errors by the landlord, it is outside the Ombudsman's role to draw conclusions on the causation of, or liability for, impacts on health and wellbeing. This is because we cannot establish whether there was a direct link between the landlord's actions and/or inaction and a resident's health. This would be more appropriately dealt with as a personal injury claim through the courts or the landlord's liability insurer. The resident may want to seek legal advice in relation to this aspect. This is in line with paragraph 42(f) of the Scheme which states:
10. 'The Ombudsman may not consider complaints which, in the Ombudsman's opinion concern matters where the Ombudsman considers it quicker, fairer, more reasonable, or more effective to seek a remedy through the courts, other tribunal or procedure'.

### *The landlord's handling of a roof leak at the resident's property.*

1. It is important to note that this Service will not generally investigate complaints which were not brought to the attention of the landlord as a formal complaint within a reasonable period (which is usually within 12 months of the matter occurring). However, in this case, both the resident and the landlord previously agreed that the issues had been ongoing since 2015, and the landlord admitted its failings and offered compensation in the stage two response letter dated 19 December 2023. As such, this Service considers it reasonable that the historical matters can be considered in this case.
2. However, due to incomplete historical records it has not been possible to investigate the historical matters as thoroughly as we would like. The lack of records as far back as 2015 is not necessarily a failing on the landlord's part as landlords are not expected to keep records indefinitely and General Data Protection Regulation (GDPR) advises that data should not be kept longer than necessary for the intended purpose.
3. Though the historical records the landlord provided between 2015-2021 were not complete, it was clear from the ones that were provided that the resident

contacted the landlord on a regular basis to report the roof leaks during that time. It is also clear that despite attempts to resolve the issue it remained ongoing.

4. On 15 December 2021 the resident contacted the landlord again to advise that the leak was still ongoing. The records show that a job was raised that would require scaffolding, with a target completion date of 9 February 2022. As scaffolding was required the target time was reasonable. However, the landlord then failed to keep to the target date. On 8 February 2022 the resident contacted the landlord for an update. The landlord advised the job had been raised and it would chase it up with its planner.
5. The job was completed on 23 February 2022. However, the following day the resident emailed the landlord to advise it had made the leak worse rather than resolving it. The landlord replied immediately to say it would send follow on notes to the contractor and the resident would be contacted with an appointment date. However, the landlord failed to contact the resident which led to him having to ask for an update again on 23 May 2022. He was advised that the issue would be escalated. However, he had to contact the landlord again on 26 July 2022 as the issue had still not been resolved. It is not clear from the records provided what action, if any the landlord took at this point to resolve the leak.
6. The next record of the resident contacting the landlord about the leak was on 29 March 2023. The landlord's records on 30 March mention that it had already received a quote to repair the roof and would be consulting with leaseholders. This action was appropriate and normal practice when a large repair is being undertaken. However, it would also have been appropriate to have responded to the resident to communicate this and the landlord failed to do so.
7. When booking his annual gas check on 10 August 2023 the resident again reported that the leak was still unresolved. Records show that the landlord took appropriate steps to arrange for the property to be inspected on 1 September 2023 to assess the asbestos. It confirmed in its records on 12 September 2023 that the consultation for the repair of the roof was complete and it was awaiting a date for the work to be carried out.
8. As discussed in the complaint handling section of this report, on 28 September 2023 the Ombudsman advised the landlord to open a formal complaint for the resident. Following this the landlord took appropriate steps to confirm to the resident the date that it would be repairing the roof. Its decision to offer the resident temporary and permanent alternative accommodation while repairs were taking place was also appropriate. The landlord has confirmed that the roof repairs were completed in November 2023 and internal repairs were completed in February 2024, once it was confirmed that the leak had fully resolved and the interior had dried out.

11. In its stage 2 response on 13 November 2023 the landlord offered total compensation of £2000, comprised of £1000 for the delays in repairing the roof leak and its failure to repair it in the first instance and £1000 for the inconvenience and distress caused, including any negative impact the leak may have had on his families health.
12. It is important to note that the Ombudsman accepts that there were severe failings by the landlord and this had a significant impact on the resident and his family over a significant period of time. However, in the Ombudsman's opinion the landlord has now taken appropriate steps to put things right and the £2000 compensation offer was reasonable. As previously explained the Ombudsman does not investigate whether the landlord's actions or inaction impacted on a resident's health. However, the £2000 is in line with our remedies guidance for cases where there was a severe long-term impact and the failures accumulated over a significant period of time. The landlord also offered to undertake decorative works to the areas affected by the leak, which the Ombudsman considers fair under the circumstances.
13. The landlord has also shown learning from the complaint which included refresher training for its housing department and a review of its repair processes. Therefore, the Ombudsman will not be making any recommendations regarding this aspect of the complaint. However, we will be recommending the landlord pay the £2000 compensation to the resident if it has not already done so.

#### *Complaint handling.*

14. Once the Ombudsman instructed the landlord to raise the complaint on 28 September 2023 its complaint responses were issued in line with the timeframes in its complaints policy. However, it is concerning that no formal complaint was raised until the Ombudsman intervened. There was a missed opportunity for the landlord to have raised a formal complaint on receipt of the resident's email on 29 March 2023. There were also numerous opportunities before then where it would have been appropriate for the landlord to have considered raising a formal complaint to address the issues that the resident was repeatedly reporting over a number of years.
15. There was a lack of attention to detail in the stage 1 response as the wrong block number was referred to and the landlord addressed some unrelated issues that had been mentioned in the December 2015 email that had already been resolved some time ago. Given it accepted some failings it would have been appropriate for it to have offered compensation in its stage 1 response. It is noted however that this was remedied in its stage 2 response where it made an appropriate offer of compensation in line with our remedies guidance for the delays in resolving the roof leak.

16. Although the complaint responses referred to what action it had taken to try to resolve the leak in 2019 and 2020 , it would also have been appropriate for it to have detailed what action it had taken after 2020 and it failed to do so. Instead, it just acknowledged that it should have resolved the leak sooner and advised that the roof was due to be repaired in October 2023.
17. The resident had also made it clear in his escalation request that he had safety concerns about the asbestos contained in the ceiling. Therefore, it would have been appropriate for the landlord to have addressed these concerns in its stage 2 response as well. Although the landlord apologised for any distress that had been caused by the plastic covering on the ceiling, it failed to address the resident's safety concerns about the asbestos directly in its complaint response.
18. In light of the above failings which caused additional distress and inconvenience to the resident, the Ombudsman's finding for this aspect of the complaint is one of maladministration. In line with our remedies guidance for cases where there was a failure which adversely affected the resident and the landlord failed to acknowledge its failings, we will be ordering the landlord to pay £300 compensation for this aspect of the complaint. We will also be ordering the landlord to apologise to the resident for the impact of these failings.

### **Determination**

19. In accordance with paragraph 53(b) of the Housing Ombudsman Scheme, the landlord has made an offer of redress prior to investigation which, in the Ombudsman's opinion, satisfactorily resolves the complaint about its handling of a roof leak at the resident's property.
20. In accordance with paragraph 52 of the Scheme, there was maladministration in respect of the landlord's complaint handling.

### **Orders**

21. Within 4 weeks of the date of this report the landlord is ordered to:
  - a. Apologise to the resident for the complaint handling failing
  - b. Pay £300 compensation for the impact of this failing on the resident.

### **Recommendations**

22. The finding of reasonable redress for the landlord's handling of a roof leak at the resident's property was based in part on the landlord having offered £2000 compensation to the resident. Therefore, the landlord is recommended to pay this to the resident if it has not already done so.

