

Housing

Ombudsman Service

REPORT

COMPLAINT 202341433

East Devon District Council

30 April 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 handling of repairs to the hallway floor.
2. We have also investigated the landlord's complaint handling.

Background

3. The resident has a secure tenancy with the landlord who is a local authority. The property is sheltered housing. The landlord has recorded vulnerabilities for the resident related to impaired vision.
4. Following the resident's report of the hallway floor sinking (the landlord's file suggests the date was 9 January 2024), the landlord arranged for a survey to take place on 16 January 2024. The surveyor noted that the ramp at the front door was causing water ingress under the floor and causing the hallway floor to sink. They noted that a further assessment and full inspection was required.
5. On 30 January 2024 the resident raised a complaint with the landlord. The resident said she had contacted the repairs team on a few occasions but did not receive a response on when a full inspection would take place.
6. On 9 April 2024 the landlord acknowledged the resident's request to escalate her complaint to stage 2 (the date of the request is unclear) due to the delays in its complaint response process despite her chasing. It also noted the resident had asked for an update on the repairs and raised concerns of her safety.
7. The landlord issued a stage 2 response of its complaints policy on 22 May 2024. In its response the landlord apologised for not communicating with the resident as quickly and for not responding at stage 1. It said delays in

completing repairs were due to waiting for an inspection to be carried out to determine why the hallway flooring was rotting before it could complete remedial works. It also said it had installed a drainage channel in March 2024 as a temporary fix. It acknowledged the resident had reported the issue on 9 January 2024 and committed to complete the work by 12 June 2024. It offered £100 in compensation for not following up on her requests for repairs and the delays in its action.

8. The landlord's repairs logs show that the repairs works were completed on 12 July 2024.
9. Unhappy with the landlord's handling of the repairs the resident brought her complaint to us. In recent conversation the resident said that she had been left with an unsafe floor posing a risk to collapse for 6 months. The resident also said that the hallway floor was the main access to the property and the landlord had not taken into account her disabilities, including issues with her knee and back. The resident would like an apology and further compensation as a resolution.

Assessment and findings

The landlord's handling of repairs to the hallway floor.

10. The landlord's repairs policy has 2 categories of repairs. Emergency repairs to be attended with 24 hours and all other (non-emergency) repairs to be arranged at the convenience of the resident (the policy provides no timeframes for those repairs).
11. We have not seen evidence of the resident's initial reports of the issue with the hallway flooring. However, the resident in her initial complaint said she first reported the issue on 9 January 2024. This date was not disputed by the landlord in any of the evidence provided and was confirmed in its complaint response from 22 May 2024. Given the nature of the report associated with sinking and uneven floor and the resident's recorded vulnerabilities on the landlord's file, the landlord should have taken urgent action.
12. The landlord carried out the initial inspection on 16 January 2024, and within 5 working days of the resident's reports. This was an appropriate step to take given the landlord was not aware of the urgency of the situation at the time and the extend of the repair required.
13. We have been provided details of the initial inspection of 16 January 2024. The surveyor noted that the floor in the hallway was sinking and was likely to give way as water was entering the property. It also noted that the hallway floor was absorbing water and coming off from the skirting boards. The surveyor noted that an assessment and a full report was required for suggested works.

14. The evidence available shows that on 23 January 2024 the landlord raised a job with the surveyor for the follow-up works. The resident advised in her complaint from 30 January 2024, that she reported this job as an emergency repair due to her safety concerns. There was no correspondence from the surveyor following this and it is not evident that the landlord chased this until 23 February 2024, when it raised another job following her formal complaint. This repair was reported as an emergency, and as such the delay was beyond reasonable timeframes.
15. Given that the initial inspection noted the floor was sinking and also the residents safety concerns (which the landlord was aware of as evidenced in its internal correspondence from 6 February 2024), we would have expected the landlord to be proactive and chase the surveyors for the follow-up works. However it did not demonstrate that it had actively and effectively sought timely resolution and monitored the situation.
16. On 5 March 2024, the surveyor provided the landlord with a response and said they had not received the jobs it had raised on 23 January 2024 and 23 February 2024. It is not evident why this was the case. The landlord did not provide any reasons or evidence that it had further investigated why the jobs had not been received. This was unreasonable and as such the landlord failed to take learning or explore an improvement of its services.
17. In March 2024 temporary remedial works were carried out. We have not been provided with the report of the temporary remedial works, however, in recent communication with us the resident said that the temporary repairs were not sufficient as a chipboard had only been placed, and she did not believe the floor was safe. She said she continued being concerned for her safety and her mobility issues made it difficult for her to manoeuvre around the floor. While it is unclear of whether the landlord was fully aware of the mobility issues at the time, the landlord had recorded vulnerabilities for the resident in her tenancy file. As such, it should have responded to her further requests for permanent repair (between March and April 2024) with the required urgency. However, it did not complete the repair until 12 July 2024. This was a considerable and unnecessary delay.
18. Although the landlord was waiting for the surveyors' response and said it faced staffing issues, it failed to manage the resident's expectations or provide timely updates, leaving her to chase the repair herself. This was evidenced in the landlord's action which was only prompted following the resident's contact with it.
19. In its stage 2 response of 22 May 2024 the landlord said that delays were due to it trying to obtain details of why the hallway flooring was rotting before it could complete remedial works and it was waiting for the surveyors to respond

to arrange this. It said it had raised a job for repairs to be completed by 12 June 2024. It offered £100 compensation for the delay in repair and for not following up on the resident's requests.

20. Where the landlord has acknowledged it has made errors, it is our role to consider whether the redress it offered put things right and resolved the resident's complaint satisfactorily in the circumstances. In considering this we take into account whether the landlord's offer of redress was in line with our Dispute Resolution Principles: be fair, put things right and learn from outcomes as well as our own guidance on remedies.
21. While the landlord acknowledged failings during the complaints process, it did not appropriately investigate and take learning in relation to its communication with the contractors and their record keeping. It did not act on the required repairs until prompted by the resident. Furthermore, its complaint response failed to consider the impact on the resident, despite being aware of the safety concerns, her vulnerabilities and the risk involved.
22. In addition the landlord did follow up on its response to complete the repair by 12 June 2024, but completed it a month later. Given the urgency of the repair, it was unreasonable for the landlord to provide temporary fix 3 months after the resident's initial report and complete the permanent repair for additional 3 months after the temporary fix.
23. Therefore, the offer of £100 is not proportionate to the failings identified by our investigation. A more appropriate amount would be £400 in line with the Ombudsman's remedies guidance for findings of maladministration where the landlord has acknowledged failures, made some attempts to put right but the offer was not proportionate and the detriment to the resident was not considered.

Complaint handling

24. The landlord operates a 2-stage complaints procedure. It aims to acknowledge stage 1 complaints within 5 working days of receipt and to respond within 10 working days. It aims to acknowledge stage 2 complaints within 5 working days and respond within 20 working days of an escalation request. This is in line with the Ombudsman's Complaint Handling Code (the Code).
25. The landlord did not issue a stage 1 complaint response which is not in line with its complaints procedure. The landlord as such did not provide a fair 2 stage process to the residents as prescribed in the Code. The landlord's complaint procedure says, where it is not possible due to the complexity of the matter to issue its stage 1 response within the timescales, it will make this known to the complainant and provide indicative timescales when a full response will be

provided. It is not apparent from the evidence provided if the landlord informed the resident that there would be a delay in issuing its stage 1 response and what the revised timescales will be.

26. . The evidence provided shows that the resident requested an escalation to stage 2 on 9 April 2024 due to the delay (we have not seen evidence of the escalation or the telephone note but we have seen the landlord's written acknowledgement from the same day). The landlord informed her that the complaint was escalated to stage 2 and a target date for a response was 18 April 2024.
27. The landlord issued its stage 2 response on 22 May 2024, which is 30 working days after it acknowledged the resident's stage 2 escalation request and 23 working days after the initial timescale it provided to the resident and beyond its policy timeframes. There is no evidence that the landlord kept the resident updated about any delays in providing its stage 2 response.
28. In its stage 2 response the landlord said that the delays were due to an increase in the volume of complaints it received, along with resourcing issues and staffing restructure. It said it would review its services to ensure it had the right resources to be able to manage the increase in its demand and improve its communication with the residents.
29. While the landlord acknowledged that it did not issue a stage 1 response and acknowledged some delays in its complaint handling, it did not offer any redress for its failures.
30. The landlord's redress policy says that it will make awards of £50-£100 to recognise the time and trouble a complainant has gone to in pursuing their complaint or to recognise delays in complaint handling. It will make awards of £300-£500 where there have been considerable delay in resolving a complaint or significant failures to follow its complaints procedure.
31. It is not clear from its redress policy what it would consider a significant failure. However, given the circumstances it was unreasonable that it did not offer any remedy in the form of compensation. Furthermore, during this time the resident was inconvenienced by taking time to follow up and chase the landlord for a response and the landlord did not acknowledge this.
32. As a result, we have ordered £300 compensation to reflect a finding of maladministration in line with our remedies guidance, which says such sums are appropriate where a failure has adversely affected the resident and the landlord has acknowledged its failings and made some attempts to put things right but failed to address the detriment to the resident and it is not evident that it made an offer of compensation for its failings in complaint handling.

Determination

33. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in the landlord's handling of repairs to the hallway floor.
34. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in the landlord's handling of the associated complaint.

Orders and recommendations

Orders

35. Within 4 weeks of the date of this determination, the Ombudsman orders the landlord to:
 - a. Pay the resident a total of £700 (including £100 offered during its complaints process) comprising:
 - i. £400 for the distress and inconvenience caused to the resident by the landlord's handling of repairs to the hallway floor.
 - ii. £300 for time and trouble caused to the resident by its handling of the associated complaint.
 - b. Provide the resident with a written apology for its handling of repairs to the hallway floor.
 - c. Provide the Ombudsman with evidence of compliance with the above orders.