

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202438735*

*East Devon District Council*

*31 July 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:
  - a. Reports of various repair issues including damp and mould.
  - b. Related concerns about various welfare issues, including allegations of unfair treatment by the landlord's officers.
2. The Ombudsman has also considered the landlord's complaint handling.

## **Background**

3. The resident has a secure tenancy with the landlord. It began when she moved to the property in July 2023. The property is a 2-bedroom flat on the ground floor of a low-rise block. The landlord is a local authority. The resident lives at the property with her young daughter and the family's dog. She has a number of vulnerabilities. These include a respiratory condition, nerve damage, and mobility issues. It is understood that she benefits from a warm environment due to her health conditions. In its case evidence to the Ombudsman, the landlord said it does not have any vulnerabilities recorded for the resident in its systems.
4. From 3 August 2023 onwards the resident reported a number of repair issues to the landlord. She referenced damp, mould, and issues with the property's windows. The landlord visited the property several times over the next few months. The resident complained in December 2023. She said that, despite its visits, nothing had been done. Subsequently, she said the property's condition was affecting her family's health and their belongings had been damaged. The landlord issued a stage 1 response in February 2024. It accepted that it was responsible for delays and communication failures. It upheld the complaint.

5. The landlord awarded the resident £250 in compensation at stage 1. Soon afterwards, the resident said this award did not cover the cost of her damaged items. Her comments prompted the landlord to escalate the complaint. The resident raised other concerns subsequently. She was unhappy with some temporary accommodation that the landlord had arranged for her. She also raised a number of issues around the conduct of its officers. Several months later, she raised a legal disrepair claim against the landlord. The landlord issued a stage 2 response in September 2024. It did not uphold her complaint.
6. The resident updated the Ombudsman in July 2025. She confirmed the landlord had agreed to settle her disrepair claim outside of its complaints process. She said the settlement involved a payment, along with an agreement to complete repairs within a specific timeframe. She said her claim was not subject to any court action. She asked us to investigate her complaint. She felt the landlord would not adhere to the required repair timescale. She subsequently provided information that showed the landlord had agreed to pay her solicitor £1,250. It was understood that she felt its settlement was not sufficient to resolve matters.

## **Assessment and findings**

### *Scope of investigation*

7. It is recognised that the situation is distressing for the resident. Where the Ombudsman finds failure on a landlord's part, we can consider the resulting distress and inconvenience. Unlike a court, we cannot establish liability or award damages. This means we are unable to determine if a landlord was responsible for any health impacts or damage to personal items.

### *The landlord's response to the resident's reports of various repair issues*

8. On 3 August 2023 the resident reported several repair issues to the landlord. This was a few days after she had moved to the property. Her brief email mentioned damp, falling plaster, and general repair issues. Contact records show the landlord replied on the same day. It asked the resident for more information so it could investigate. Repair records show it subsequently inspected the property on 30 August 2023. The landlord has not supplied a copy of its inspection findings. There is no indication it completed any damp repairs following the inspection. It is noted that damp is a potential health hazard. Ultimately, it is unclear what happened at this point. The lack of clarity is concerning and points to a record keeping failure on the landlord's part.
9. The resident made another report to the landlord in late September 2023. Its contact records said she had mentioned damp and mould. Repair records show the landlord completed several repairs during October 2023. These included works to renew some external guttering. Later, during internal correspondence

in March 2024, the landlord said it had raised another repair order at this point. It said this was to replace some plaster in the property's lounge and kitchen. It also said the resident had declined these works. We are unable to confirm this version of events. This is because there is no record of a matching works order in the landlord's repair history. This points to further record keeping problems.

10. On 23 November 2023 the resident reported damp and mould again. The landlord's contact notes said these issues were mainly affecting the property's lounge. They also said a carpet was wet due to the damp. Later, the landlord accepted a legal disrepair claim from the resident. The landlord has provided information that suggests it used the above date (23 November 2023) as the starting point for its redress calculation. In contrast, the above paragraphs suggest that it was responsible for delays and failures from 3 August 2023 onwards. It is reasonable to conclude that the landlord's calculation should reflect the full delay timeline. The evidence points to a related error on its part.
11. On 4 December 2023 the resident's partner complained to the landlord on the resident's behalf. He referenced damp and mould, as well as issues with the property's windows. He said the landlord had inspected the property several times but "nothing [else had] been done". He mentioned the family's young daughter (who was still a baby). He said the landlord should address the repair issues quickly to improve the family's situation. Some of his comments were understandable in the circumstances. Subsequently, a member of parliament (MP) also contacted the landlord on the resident's behalf. The MP supplied more information about her complaint. In summary, the MP's key points were:
  - a. Damp and mould issues were affecting the family's physical and mental health.
  - b. Among other health issues, the resident had a lung/breathing condition.
  - c. The resident's living room flooring had been damaged.
  - d. The resident had spent extra funds to heat the property because its ventilation was inadequate.
  - e. There was exposed asbestos in the property's bathroom floor.
12. Following the resident's complaint, the landlord promptly completed another visit. It relayed its findings during internal correspondence on 12 December 2023. It said there was a damp issue at the property but there was only "a small amount" of mould around a window. It believed the damp may relate to the window and some leadwork. It said the family did not need a temporary move. Since the resident had raised health concerns, it was reasonable for the landlord to consider whether a temporary move was required. It is noted the evidence suggests that the inspection was completed by one of its managers.

From the evidence provided, it is not clear what the landlord told the resident at this point. This points to additional record keeping problems on its part.

13. The landlord's internal correspondence from 4 January 2024 shows it had raised a works order. This was to replace a window and carry out various other repairs. The correspondence also shows the landlord had arranged a specialist damp survey. It is reasonable to conclude that a specialist survey may have helped the landlord to identify the root cause of the damp. Based on the period between 3 August 2023 and 4 January 2024, it took the landlord around 5 months to arrange one. This is a concerning timeframe in the circumstances. We requested a copy of the landlord's damp survey but it did not provide this.
14. On 12 February 2024 the landlord issued a stage 1 response. It said it had raised multiple repair orders to address various issues. It also said that, due to the amount of works that were required, it would move the family into temporary accommodation for a period. Ultimately, the landlord accepted that it was responsible for delays and its communication had been poor. It also said its asbestos contractor had damaged some flooring in the kitchen. It promised to replace this flooring. It upheld the resident's complaint and offered her £250 in compensation. This shows it recognised some of its key failures at this point. It rightly awarded the resident some compensation to address these failures.
15. However, the landlord did not address the resident's concerns in full. This is because it did not mention her comments about damaged living room flooring, health impacts, or increased heating costs in its response. The evidence points to some procedural problems with the landlord's complaint handling. We have considered these further in the relevant section below. Subsequent events show its approach at this point prompted the resident to repeat her concerns.
16. The resident replied to the landlord on 14 February 2024. She reiterated that mould had damaged her belongings. She referenced furniture, rugs, and curtains. She said the landlord's compensation would not cover the cost of the damage. Her email included supporting images. Some of these images appeared to show a sofa stained with mould and a limited amount of mould in the corner of a room. The resident's email shows the landlord had already moved her family into temporary accommodation. The resident's key points at this stage were:
  - a. There were problems with the landlord's temporary accommodation. Its location meant she had to walk or arrange taxis. She was concerned about walking due to her daughter's age and her own mobility issues.
  - b. Her health was deteriorating. She wanted the landlord to complete the required repairs promptly. However, she felt it would take a long time to complete these because the works were extensive.

- c. Based on her predicted repair timescale, the resident had registered with the local authority's rehousing service. However, she wanted the landlord to keep her updated about its repairs to the property and the block's exterior.
17. The resident raised further concerns with the landlord subsequently. Her emails point to a dispute between the parties about the amount of repairs that were required. They also show the resident had several concerns about the conduct of the landlord's officers. By 26 February 2024, the landlord had moved the family into different temporary accommodation. We have considered its handling of her related welfare concerns in the relevant section below.
18. Between late March and mid-April 2024 the landlord completed some further repairs to the property. The initial repairs were completed by a specialist damp and mould contractor. The landlord's internal correspondence suggests the damp contractor upgraded a fan in the kitchen. A separate repair record shows the landlord later replaced 3 windows. These were significant works. They suggest that the landlord eventually adopted a coordinated approach to the resident's reports. Based on the period between 3 August 2023 and 28 March 2024, this was around 8 months after her initial report. In contrast, the landlord's repairs policy says it will complete routine repairs within 28 days. In the Ombudsman's opinion, 8 months was an unreasonable timeframe given the landlord's policy timescale and the potential health implications.
19. The resident returned to the property around 13 May 2024. On this date, her partner contacted the landlord. He reported that various repairs were still outstanding. Among other issues, he referenced a damaged bath panel and "rotten" kitchen cupboards. Soon afterwards, the landlord's repair operatives attended the property without notifying the resident beforehand. The landlord's records suggest they were not aware that the family had returned. This was a concerning oversight on the landlord's part. It points to further record keeping failures. The evidence suggests that the operatives' visit prompted a further complaint from the resident.
20. Later that month, a solicitor wrote to the landlord on the resident's behalf. The letter shows the resident had started a legal disrepair claim against the landlord. The letter of claim alleged that there were severe damp, mould, and draught issues at the property. It also said that disrepair issues in a bedroom had caused the resident's daughter to experience breathing problems. It did not mention any damage to the family's personal belongings. It is unclear if the solicitor attempted to arrange an independent inspection of the property at this point. Subsequent events show the resident eventually replaced her solicitor.
21. The resident's legal claim prompted the landlord to appoint its own independent surveyor. This surveyor inspected the property in mid-August 2024. In mid-September 2024 the surveyor supplied a detailed inspection report to the

landlord. Significantly, the report shows the independent surveyor did not agree that there were severe damp, mould, or draught issues at the property. It is noted that they also disagreed with other aspects of the resident's legal claim. In summary, the main points from the surveyor's report were:

- a. The block's gutters were leaking due to "heavy" blockages. A routine clearance programme was recommended.
  - b. In the property's living room, there were "high risk" moisture levels at a low level inside a bay window. They could relate to a structural issue with the block. A vent in the area should be removed and filled. The recommended repairs involved internal and external works (to the render outside the vent).
  - c. Another vent in the living room had been filled previously. However, moisture was trapped because the area was not dried sufficiently beforehand. Similar internal and external repairs were recommended to address the issue. An intrusive survey of the cavity wall insulation was also recommended.
  - d. A radiator in the kitchen should be replaced. A cable was also exposed because some trunking was missing. The landlord should address the missing trunking. The kitchen was in a "worn" condition overall. It was still "serviceable", but the landlord should consider replacing it.
  - e. Sealing and remedial plaster works were recommended to a window in the property's main bedroom. No issues were observed in the second bedroom. No significant repair issues were identified in the bathroom. However, the landlord should replace a "decaying" bath panel.
22. On 20 September 2024 the landlord issued a stage 2 response. In relation to repair issues, it said the resident had requested extensive works. It also said its surveyor had confirmed that many of these works were not required. It acknowledged that the resident was seeking additional compensation based on damage to her personal items. However, the landlord did not make any further comments about this matter. Ultimately, it said it had completed some repairs and the resident's complaint was not upheld. Its approach was concerning. It is noted that the landlord's complaints policy is silent about the landlord's approach to liability claims (usually alleged damage or health impacts) from residents.
23. Where a resident holds a landlord responsible for damage to health or personal belongings, the Ombudsman expects the landlord to refer them to its insurance team or process. Alternatively, it can address some issues through its own internal complaints procedure. This approach could be applied to a small number of damaged items. It is noted that insurers specialise in liability matters. For clarity, a landlord is entitled to refer any legal liability issues to its insurer before it raises a complaint. Since claims can be time sensitive, it is good

practice for a landlord to refer the reporting resident to its correct process as soon as possible. In this case, there is no indication the landlord did this.

24. If the liability issues formed part of the resident's legal claim, the landlord could have said it was being handled through a different process. This would have been a reasonable approach in the circumstances. The landlord did not do this. Ultimately, it should have ensured that the resident's liability related concerns were being addressed one way or another. Its approach was unfair to the resident. Its lack of clarity may have added to her overall distress.
25. The resident's new solicitor wrote to the landlord in mid-January 2025. The letter of claim did not reference "severe" damp or mould issues. Otherwise, its contents were broadly similar to the previous solicitor's letter. It said the resident had "suffered loss and damage", but it did not specifically mention any damage to the family's personal items. As a result, it is not clear whether this issue formed part of the resident's updated claim. The evidence confirms that the new solicitor appointed its own expert witness to inspect the property.
26. On 27 February 2025 the expert witness issued their own survey report. Again, the report shows that the expert did not agree with all of the alleged repair issues in the resident's claim. For example, they said that mould was not evident around the living room window, "the walls were not damp", the flooring did not appear to be damaged, and most of the property's radiators did not need to be replaced. In summary, the main points from the expert's report were:
  - a. The block's roof showed "signs of neglect". Vegetation growth had blocked guttering. The resulting water saturation may exacerbate any damp issues.
  - b. In the living room, some black mould was visible at a low-level. The resident could wipe it from the skirting boards. A poorly fitted vent was likely to be the cause of the mould. It should be refitted and insulated. An intrusive survey was recommended to assess insulation in the property's cavity walls.
  - c. A vent in a bedroom may not be necessary. It was recommended that the landlord should either seal or relocate the vent.
  - d. The kitchen units were in a "fair condition". However, some trunking in the kitchen should be replaced. Its radiator should also be monitored as it was showing signs of erosion.
  - e. A decaying bath panel should be replaced. The property's front door should also be adjusted because "the self-closer [was] extremely stiff". This made it difficult to open and close the door.
27. We have compared the different survey reports. The evidence shows there is some variation between these, but the key findings are broadly consistent. It is

noted the expert witnesses' report appeared to recommend less repair works. For example, it did not mention any works to external rendering around the property's vents. Later, the landlord told us it used this report to settle the resident's claim. The landlord is entitled to rely on the professional opinion of relevant specialists. The Ombudsman is not an expert in construction matters. This makes it difficult for us to resolve any difference of opinion between specialists. In this case, there is a lack of evidence to suggest that the landlord should have reasonably used the independent surveyor's report instead.

28. The resident updated the Ombudsman in July 2025. She said she was "living like a squatter" due to ongoing repair issues at the property. She told us the parties had agreed to settle her legal disrepair claim in June 2025. She also said the landlord had agreed to complete the required works within 90 days. She lacked confidence that it would adhere to this timescale. It is noted that the landlord had not exceeded the parties' agreed 90-day repair timescale at this point (it still had around 2 months of this timeframe left). Overall, the resident felt it was trying to complete minimum level of repairs that were required. Since the landlord used the expert witnesses' report, there is arguably some evidence to support this assertion.
29. Subsequently, the resident supplied us with an email which confirmed the landlord had agreed to pay her solicitor £1,250. The payment was not offered through the landlord's internal complaints process. Nevertheless, it is a significant amount and we have taken it into account. In our opinion, this approach is fair to both parties. The email did not include a breakdown of the figure or details of the repairs that were agreed. As a result, it was unclear if the landlord's calculation reflected any damage to the resident's personal items.
30. The landlord's remedies guidance includes information about proportionate compensation awards. It shows the landlord's payment was consistent with cases where it was responsible for a fault which resulted in significant harm to a resident over a prolonged period of time. The evidence suggests this criteria applies to the resident's case. The Ombudsman's own remedies guidance shows a payment of £1,250 is consistent with cases where we find 'severe maladministration' on a landlord's part. In the Ombudsman's opinion, the landlord's payment is broadly sufficient to address the adverse impact to the resident. However, its calculation should have reflected the full delay timeline.
31. Ultimately, the landlord's settlement calculation overlooked a 16-week period between 3 August and 23 November 2023. During this time, the landlord's inadequate record keeping caused a delay and prompted the resident to repeat her reports. Its approach may have increased the overall number of repair visits that were required. It is reasonable to conclude that the repeated reports and visits were both avoidable and inconvenient for the resident. The landlord should have addressed this. This would have been a reasonable approach.

32. In addition, the landlord did not follow good practice in relation to the resident's concerns about damaged personal items. From the evidence provided, it is not clear whether its payment of £1,250 has addressed this matter. In the Ombudsman's opinion, this is a significant procedural fairness issue. The landlord missed a number of opportunities to address the liability issues internally and/or clarify the situation for the resident. This was inadequate. If her related concerns have not been addressed to date, then it is reasonable to conclude that the landlord's approach was a contributory factor in this situation.
33. In summary, we have identified some additional failures on the landlord's part. Given their severity and the related adverse impact to the resident, we find there was maladministration by the landlord in respect of this complaint point. We have ordered it to pay the resident a proportionate amount of compensation to put things right. The compensation we have ordered is in addition to the £1,250 payment which it previously offered outside of its complaints process. Our calculation reflects the individual circumstances of the case, the landlord's remedies guidance, and our own guidance on remedies.

*The landlord's response to the resident's related welfare concerns*

34. The complaint involved a number of additional welfare issues. Some of these related to temporary accommodation which the landlord arranged for the resident. Following an inspection in December 2023, the landlord's manager said the resident did not need a temporary move. By 12 February 2024, she was living in temporary accommodation. It is not entirely clear why the landlord changed its position. There is no indication that a move was recommended by a relevant specialist. However, the landlord's internal correspondence suggests this was the resident's preferred outcome. Overall, the evidence indicates that the landlord responded to her preference. This was a reasonable approach.
35. In her escalation request, the resident said she had been moved to a remote location. She felt it was unsuitable due to her vulnerabilities. She also said the situation was distressing for her. There is no indication that the landlord considered her vulnerabilities when it arranged this move. This is concerning. The evidence suggests it lacked a record of these in its key systems. In its stage 2 response, the landlord said it had been difficult to source temporary accommodation that would accept the family's dog. Its internal correspondence, from February 2024 shows it moved the resident again after she sent the dog to stay with a family member. This shows the landlord engaged with her suitability concerns accordingly. This was a reasonable approach in the circumstances.
36. There is a related dispute around taxi fares. The resident says the landlord promised to reimburse these. In its internal correspondence at the time, the landlord said it had not agreed to cover her fares. There is no indication that it has reimbursed these fares to date. Its decant (a temporary or permanent

move) policy says the landlord will cover certain expenses in the event that a move is required. Significantly, it says the landlord will reimburse a resident's additional travel costs during a temporary move. The landlord should have acted in line with its policy or clearly explained the reasons why it had departed from it. Again, there is no indication it did this. Overall, the landlord's approach to the resident's request for a refund of her taxi fares was unreasonable.

37. The resident raised further concerns around the time that she moved to different temporary accommodation (late February 2024). From the evidence provided, it is unclear if she raised these with the landlord's complaints department. The resident said she had a recording that showed one of the landlord's officers had made a disparaging comment about her. She also said an officer's actions had made her feel "bullied and isolated". In addition, she said the landlord's officers had arrived at her home on 2 occasions without giving her any prior notice. This is concerning. In this case, we have not seen evidence which confirms that multiple unannounced visits took place.
38. Ultimately, the resident has raised a number of serious allegations around welfare issues. These warranted a proper response from the landlord. For clarity, the Ombudsman expects landlords to investigate allegations of this type through their internal complaints procedure. In this case, there is no indication the landlord has responded to the resident's concerns accordingly. This is a significant failure. Its approach was unfair and may have added to her distress.
39. In relation to her new temporary accommodation, the resident reported that it was unclean and lacked sufficient heating facilities. She supplied the landlord with a number of supporting images. The evidence shows that she obtained some electric heaters. It also shows the temporary accommodation was owned by a different provider. On 27 February 2024, the landlord told the resident it had asked this provider to address her reports. This was a reasonable approach. In its stage 2 response, the landlord said the provider had completed an inspection and it did not find any issues with the heating. However, it also said the provider had agreed to waive any additional energy costs. It was reasonable for the landlord to reach an agreement with the provider. We have not seen any evidence to show that the resident incurred related heating costs.
40. In summary, the landlord did respond to some of the resident's concerns around welfare issues. However, there is no indication that it considered the resident's request to cover her taxi fares in line with its policy. Similarly, there is no evidence to show that it explained its related decision to the resident. The evidence suggests that it subsequently overlooked some serious allegations about the conduct of its officers. The landlord should have addressed these appropriately. Its approach was unfair to the resident and may have added to her distress. Overall, we find there was maladministration by the landlord in respect of its response to her various related welfare concerns.

41. The landlord's remedies guidance shows that in cases where it has failed to meaningfully engage with the substance of a complaint, it can pay residents £300 or more in compensation. The evidence shows this criteria applies to the landlord's handling of the resident's various welfare concerns. Accordingly, we have ordered it to pay her a proportionate amount of compensation in line with this guidance. Our calculation also reflects the evidence we have seen and the Ombudsman's own guidance on remedies.

#### *The landlord's complaint handling*

42. The resident complained on 4 December 2023. The landlord issued her a stage 1 response on 12 February 2024. This was 47 working days later. The landlord's relevant complaints procedure shows it should respond to complaints within 15 working days at stage 1. It did not adhere to its published timescale. This was inadequate. The evidence points to a delay of around 1 month. There is a lack of evidence to show the landlord kept the resident updated during the interim period. This points to a related communication failure on its part.
43. The landlord acknowledged the delay in its response. It apologised to the resident for this. This shows the landlord considered its own complaint handling during its investigation. It also took steps to redress the resident. These were appropriate measures. However, its remedies guidance shows the landlord can pay a discretionary amount of compensation to address complaint handling delays. Given the duration of the delay and the adverse impact to the resident, it could have awarded her some compensation in line with its remedies guidance. This would have been a reasonable approach in the circumstances.
44. There were other issues with the landlord's stage 1 response. It included a significant address error because the resident's surname was wrong. This may have been distressing for her. As mentioned, the response also overlooked some of her concerns around liability matters. It is noted these were not included in the resident's initial complaint (made by her partner). However, they were raised via the MP soon afterwards. Ultimately, these concerns were important to her and the evidence shows that the landlord was aware of them. The evidence points to an unreasonable lack of coordination on its part.
45. The applicable version of the Ombudsman's Complaint Handling Code ('the Code') was published in March 2022. Section 5.6 says "Landlord's must address all points raised in the complaint". The landlord did not do this. Its response was inappropriate. The resident repeated her liability related concerns on 14 September 2024 (2 days after the response was issued). It is reasonable to conclude this was both avoidable and inconvenient for her. Her correspondence prompted the landlord to escalate the complaint.

46. The landlord issued a stage 2 response on 20 September 2024. This was around 7 months after the resident had disagreed with its previous response. The landlord's complaints procedure shows it should respond to complaints within 25 working days at stage 2. The landlord did not do this. The evidence shows there was another unreasonable delay of around 6 months. Again, there is no indication that the landlord kept the resident updated during the interim period. It is noted that she ultimately raised a legal disrepair claim. This suggests that she lacked confidence in the landlord's complaint handling.
47. The landlord apologised for the delay in its stage 2 response. However, it did not award the resident any compensation to address it. It is not clear why it departed from the approach in its remedies guidance. Given the duration of the delay and the adverse impact to the resident, its approach was unreasonable.
48. As mentioned, the landlord did not say why it had not upheld the resident's concerns about damaged personal items at stage 2. The applicable version of the Code was effective from April 2024. Section 6.9 confirms a compliant response should include the reasons for any decisions made "in clear, plain language". The landlord did not do this. Its stage 2 response was inappropriate. We previously considered the corresponding impact to the resident in the repairs section above. We have taken care to ensure that any adverse impacts that we have identified are not double counted in this report. It is noted that, given the landlord's overall complaint handling issues, it was unlikely to resolve the resident's concerns through its own internal complaints procedure.
49. In summary, there were significant delays and failures at each stage of the landlord's complaints process. The landlord has not acknowledged all of these. In relation to delays, there is no indication that it kept the resident updated during the interim period. It also departed from the approach in its redress guidance. Its complaint handling was contrary to the Code at times. The landlord's failures may have caused avoidable distress and/or inconvenience for the resident. Ultimately, the landlord was unable to use its complaints process as an effective tool to resolve her concerns. In the circumstances, we find that there was maladministration in respect of its complaint handling.
50. The landlord's remedies guidance shows it will typically pay £50 or £100 to address significant complaint handling failures. We have ordered it to pay the resident a proportionate amount of compensation in line with this guidance. Our calculation also reflects the evidence we have seen and the Ombudsman's guidance on remedies.

#### *Review of policies and practice*

51. The landlord did not respond to the resident's concerns about damaged items and health impacts on a number of occasions. This suggests there are

problems with its approach to liability matters. Since liability claims against landlords are common, we have ordered the landlord to review its related policies and practice. We have done this as its related failures may give rise to further complaints about the matter. We have set out the scope of the review below.

## **Determination**

52. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in respect of the landlord's:
- a. Response to the resident's reports of various repair issues including damp and mould.
  - b. Response to her related concerns about various welfare issues, including allegations of unfair treatment by the landlord's officers.
  - c. Complaint handling.

## **Orders and recommendations**

### *Orders*

53. The Ombudsman orders the landlord to arrange for a relevant member of its executive team to apologise to the resident in writing. The apology must acknowledge the key failures that are identified in this report. It should also reflect the Ombudsman's apologies guidance, which is available on our website. The apology should not be issued by the same executive that previously responded to the resident's stage 2 complaint. The landlord must provide evidence of its apology to the Ombudsman within 4 weeks.
54. The Ombudsman orders the landlord to pay the resident a total of £850 in compensation within 4 weeks. This is in addition to the £1,250 payment which it previously offered outside of its complaints process. If it has already paid the resident, the landlord should deduct (from our calculation) the £250 which it previously awarded her at stage 1. The compensation should be paid directly to the resident and not offset against any arrears. The compensation comprises:
- a. £250 for the distress and inconvenience the resident was caused by the above identified issues with the landlord's response to her reports of various repairs.
  - b. £400 for the distress and inconvenience that she was caused by the landlord's response to her related concerns about various welfare issues.
  - c. £200 for the distress and inconvenience that she was caused by the landlord's complaint handling.

55. The Ombudsman orders the landlord to, if it has not done so already, raise a new complaint to investigate the resident's concerns about unfair treatment by its officers. It may need to contact the resident to establish the full complaint details. It must evidence its actions to the Ombudsman within 4 weeks.
56. The Ombudsman orders the landlord to update the resident about her legal disrepair claim. It should clarify whether or not the claim has addressed the liability issues that she raised during her complaint. If these issues have not been addressed already, the landlord should tell her how it will address them accordingly. It must evidence its actions to the Ombudsman within 4 weeks.
57. The Ombudsman orders the landlord to consider the resident's request for a refund of her taxi fares in line with its decant policy, if it has not done so already. It must evidence its actions to the Ombudsman within 4 weeks.
58. The Ombudsman orders the landlord to ensure that its key systems accurately reflect the resident's vulnerabilities. It should contact the resident to gather the correct details before it updates its records. It must evidence its actions to the Ombudsman within 4 weeks.
59. The Ombudsman orders the landlord to review its policies and practice around damage/liability claims. The review must be conducted by a team that is independent of the service areas that are responsible for the failings identified by this investigation. The landlord must share the review's findings with the Ombudsman within 16 weeks. It must also report the findings to its governing board or body. The review must include (but is not limited to):
  - a. An exploration of why the failings identified in this report occurred and whether the landlord has sufficient policies, procedures, guidance, and processes in place to deal with liability matters fairly and appropriately.
  - b. An exploration of whether any additional complaints (for other residents) have been impacted by similar procedural failures.
  - c. Details of the overall number of cases that are impacted along with details of the number of residents that are affected.
  - d. If it finds that other residents have been similarly impacted, we recommend that the landlord considers whether it should offer any redress to the affected residents.
60. Following the review the landlord should:
  - a. Produce a report setting out:
    - i. The findings and learnings from the review.
    - ii. The steps the landlord will take to prevent similar failures from recurring.

- b. Implement the recommendations from the review. This includes cascading any identified improvements to its relevant staff for learning and improvement purposes.
61. The Ombudsman orders the landlord to share a summary of this report's key findings with its relevant staff for learning and improvement purposes. It must share a copy of its relevant internal communication with the Ombudsman within 4 weeks. The communication must refer to allegations of unfair treatment, complaint handling (including the Code and proportionate redress for complaint handling delays), and the importance of good record keeping.

*Recommendations*

62. If it has not already done so, the landlord should update the block's residents about its efforts to address any wider repair issues at the block. For example, it could write them a letter detailing the steps it has taken to resolve issues with the block's roof and gutters.