

Decision	
Case ID	202403535
Decision type	Investigation
Landlord	East Devon District Council
Landlord type	Local Authority / ALMO or TMO
Occupancy	Secure Tenancy
Date	30 October 2025

Background

1. The resident and her husband are joint tenants of a 2-bedroom terraced house. At the time of the complaint, they had lived in the property for 14 years.

What the complaint is about

2. The resident's complaint is about the landlord's response to:
 - a. Her reports about damp and mould in the property.
 - b. Her reports about a damaged fence post.
3. We have also investigated the landlord's complaints handling.

Our decision (determination)

4. There was maladministration by the landlord in its response to the resident's reports about damp and mould in the property.
5. There was maladministration by the landlord in its response to the resident's reports of a damaged fence post.
6. There was maladministration in the landlord's complaints handling.

We have made orders for the landlord to put things right.

Summary of reasons

7. There were lengthy delays in the landlord undertaking the remedial work to address the damp and mould in the kitchen and its ineffective communication led to further delays.
8. There were delays in the landlord arranging repairs to the resident's fence post and she had to progress her complaint before the landlord raised the works.
9. The landlord did not comply with its own policy or the Ombudsman's Complaint Handling Code in its response to the resident's complaints.

Putting things right

Where we find service failure, maladministration or severe maladministration we can make orders for the landlord to put things right. We have the discretion to make recommendations in all other cases within our jurisdiction.

Orders

Landlords **must** comply with our orders in the manner and timescales we specify. The landlord must provide documentary evidence of compliance with our orders by the **due date** set.

Order	What the landlord must do	Due date
1	<p>Compensation order</p> <p>The landlord must pay the resident £825 made up as follows:</p> <ul style="list-style-type: none"> • £75 that the landlord offered the resident at stage 2 of its internal complaints procedure if this has not been paid already. • £450 for the resident's distress, inconvenience, time and trouble because of the failings found in this report regarding the damp and mould repairs. • £150 for the resident's distress, inconvenience, time and trouble because of the failings found in this report regarding the fence repair. • £150 for the resident's time and trouble because of the landlord's complaint handling failures. <p>This must be paid directly to the resident by the due date. The landlord must provide documentary evidence of payment by the due date.</p> <p>The landlord may deduct from the total figure any payments it has already paid.</p>	<p>No later than 27 November 2025</p>

Recommendations

Our recommendations are not binding, and a landlord may decide not to follow them.

Our recommendations

The landlord should arrange complaint handling training for its staff to ensure that it complies with its complaint policy and our Complaint Handling Code.

The landlord should review its working practices around record keeping with reference to our recommendations in our spotlight report on knowledge and information management.

Our investigation

The complaint procedure

Date	What happened
20 February 2024	The resident complained that: <ul style="list-style-type: none"> • damp works to the exterior of her property had been going on for 2 years and interior works remained outstanding. • The landlord had said it would hack off blown plaster inside the property and re-plaster affected areas once the walls had dried out, but it had not done this. • It had not yet investigated damp in the kitchen. • It had not replaced a fence post that contractors had damaged during the external works. • She said that her windows were bowed and draughty. • the landlord had not communicated well with her.
23 February 2024	The landlord acknowledged the resident's complaint and said that it would respond within the next 20 working days.
20 March 2024	The landlord told the resident that it would not be able to respond within the 20 working day timescales and that it hoped to respond by the 4 April 2024.
26 April 2024 Referral to the Ombudsman	The resident referred her complaint to this Service as she was unhappy with how the landlord was progressing her complaint.

Date	What happened
12 June 2024	<p>The landlord issued its stage 1 complaint response. It said that:</p> <ul style="list-style-type: none"> • It had raised works to the exterior of her home the previous year, which related to a problem with the adjoining property. There were some minor works that it had raised to her lobby, because of damage caused while doing remedial works. It had completed these works in 2023. • Her windows were not currently on a programme of planned works, but that it would arrange for a surveyor to inspect them and to raise any necessary repairs. • Its surveyor had inspected the property for damp and mould in 2023, and it had completed remedial works which had included injecting a chemical damp proof course and fitting a PIV unit. • It had arranged for a surveyor to contact her by 21 June 2024 to discuss this further. • It apologised for delays in undertaking the works to the exterior of the property and for the delay in responding to her complaint.
13 June 2024	<p>After the landlord's surveyor inspected the property, they said that the windows should be replaced, and these works were raised and completed in September 2024.</p>
14 August 2024	<p>The resident asked the landlord to escalate her complaint to stage 2. She said:</p> <ul style="list-style-type: none"> • The landlord had not yet fixed the broken fence post. • There was extensive damp in the kitchen, and the landlord's surveyor had told her last year that it would complete the works once it had finished the external works, but it had not done this.
27 August 2024	<p>The landlord's surveyor reported the outcome of their inspection on 26 August:</p> <ul style="list-style-type: none"> • It had replaced the windows. • There were damp patches returning around the chimney breast in the two bedrooms. It had raised a job to stain block around the areas of the chimney at the ceiling level to prevent mould growth.

Date	What happened
	<ul style="list-style-type: none"> • It would need to assess the loft space to consider water ingress issues from the roof. • The fence post had been damaged during works to the back garden, it said that it would need to replace the post but recommended replacing the full area of fencing and a new timber gate. • It recommended that the floor tiles in the kitchen be tested for asbestos before being removed, it should then review if there was moisture in the concrete slab and latex if not, before installing vinyl floor covering. • It would remove the back board in the kitchen unit to review any issues with damp and to stain block and mould wash if clear. <p>Other issues not related to the complaint were raised in the survey but are not detailed here as do not relate to our investigation.</p>
18 September – 22 October 2024	<ul style="list-style-type: none"> • Contractors replaced the fence in the back garden. • They returned to complete follow on works to refix the gate. • The asbestos floor tiles in the kitchen were removed. • Follow on works to latex screed the kitchen floor were completed.
18 October 2024	<p>The landlord apologised for the delay in responding to the resident's stage 2 complaint. It said that this was due to demands on the service and staff absences. It said that it would respond within 20 working days.</p>
1 November 2024	<p>The landlord responded to the resident's stage 2 complaint. It said:</p> <ul style="list-style-type: none"> • It had replaced the fence in the back garden and completed works to the kitchen floor. • It had raised a job to investigate behind the kitchen unit for damp for 11 November. • It apologised for its failure to communicate effectively or to provide regular updates. • It offered £75 compensation for the delay in completing the works and the delay in responding to her stage 2 complaint.

What we found and why

The circumstances of this complaint are well known by the parties involved, so it is not necessary to detail everything that's happened or comment on all the information we've reviewed. We've only included the key information that forms the basis of our decision of whether the landlord is responsible for maladministration.

What we did not investigate and why

The resident's complaint of the 20 February raised that her windows were draughty, and she did not consider them to be functional. The records show that the landlord had attended previously to overhaul the windows on 2 occasions, but do not show that the resident raised this again with it prior to making her complaint. It therefore treated this as a service request and arranged to inspect and then renew the windows. The resident did not raise this issue as part of her stage 2 complaint escalation, noting that the works were in progress. Accordingly, this investigation has focussed on and assessed the circumstances of only the outstanding issues namely the kitchen damp works, the damaged fence post and the landlord's complaints handling.

Following the surveyor's inspection of the property in August 2024, their report had highlighted other works to complete in the property that were not the subject of the resident's complaint so will not be considered further by this investigation. Some of the surveyor's observations related to water ingress from the roof, which it believed was caused by disturbed flashing, caused during the installation of a satellite dish.

In the interests of fairness, the scope of this investigation is limited to the issues raised during the resident's formal complaint. This is because the landlord needs to be given a fair opportunity to investigation and respond to any reported dissatisfaction with its actions prior to our involvement. Any new issues that have not been subject to a formal complaint can be addressed directly with the landlord and progressed as a new formal complaint if necessary.

Complaint	The landlord's response to the resident's reports about damp and mould in her property.
Finding	Maladministration

- In 2022, the landlord carried out external works to the property. The resident raised in her complaint of February 2024 that the landlord needed to resolve a damp problem in her kitchen. The resident and landlord provided different accounts in the stage 1 complaint

and response of what further works had been agreed following completion of the external works. The landlord recorded that it would return to lay turf in the garden after winter, while the resident said that it had agreed to do further internal works to the kitchen.

11. The landlord's repair records do not show that it had raised works to inspect the kitchen for damp. However, the surveyor who attended the property in August 2024 noted in their report that the landlord had previously agreed to review the flooring and possible damp behind the kitchen cupboards once it had completed external works. Of note is that the original officer dealing with the matter initially left the reactive repairs service and joined the planned works department then later left the organisation.
12. Records seen indicate an uncertainty as to which service responsibility to progress any survey with, for example, comment being made that "reactive will need to comment." Notwithstanding this lack of cohesion, we consider it reasonable to conclude that the landlord was aware of and had agreed to survey the kitchen and, presumably, raise and complete any required kitchen works after it had completed the external works towards the end of October 2023.
13. The gaps and omissions in the information provided to this Service have meant that the landlord has not been able to clearly demonstrate what steps it had taken to resolve the resident's concerns and its overall management of the issues. These gaps in the records would also have contributed to failures in having proper oversight of the outstanding works and delays in resolving the outstanding issues.
14. The landlord's responsive repairs policy says that it will complete routine repairs within 28 days. Its damp and mould policy says that it will undertake effective investigations and implement all reasonable repair solutions and improvements to eradicate damp. It will also review any case of damp and mould periodically after any works have taken place to ensure that it is eradicated from the property and the issues fully resolved.
15. After the landlord responded to the resident's complaint in June 2024, it arranged for a surveyor to inspect the resident's property. The surveyor inspected the property in June 2024, but they did not inspect the kitchen or the fence as they said that the resident had only reported the windows and doors to them during the visit.
16. However, as the resident had raised this as an issue in her correspondence following up her complaint in February 2024, it would have been reasonable for the landlord to have provided the surveyor with clear instructions about the items complained of so that they could complete a thorough inspection, which would enable the landlord to fulfil its original

commitment and respond fully to the complaint. It is unclear why this did not happen, which was unsatisfactory and likely to be a result of poor record keeping or usage of held records. This further delayed the works, and the resident spent time and effort in escalating her complaint before it resolved this issue.

17. Following the second inspection of the property in August 2024, the surveyor undertook a full inspection and provided a comprehensive report to the landlord. Thereafter the landlord raised works to check floor tiles for asbestos and to apply latex screed the kitchen floor, to prevent further water ingress. It completed these works on 4 October 2024 with follow-on damp works behind the kitchen units scheduled for 11 November 2024. As it could not safely remove the flooring or the units, until it had completed the asbestos assessment, once raised it completed the works within a reasonable time. However, in total, it had taken almost 12 months to complete the works, which was a significant delay.
18. Further, the resident has reported that operatives missed appointments or attended with incorrect instructions on 5 occasions between August and October 2024. It is unclear from the records whether the resident had raised this separately with the landlord, nevertheless the landlord should have had better oversight of the contractor's activities and raised any missed appointments with them, putting measures in place to prevent recurrence. The resident has said that missed appointments caused her inconvenience, as she had to take time off work to allow access to the contractors.
19. The landlord's communication with the resident throughout this period was also ineffective, as it did not provide her with regular updates about the progress of the works.
20. There were unreasonable delays in completing these works for which the landlord has not provided an explanation. The information shared between the landlord's teams was limited, not always correct and led to further delays in works being raised. It was only after the second surveyor's inspection that the landlord raised these works. Although it did then undertake the works within a reasonable time, it had not accounted for the significant delay between October 2023 and October 2024 when there was no progress with this. Further, there was ineffective oversight of the contractors, as the resident reported missed appointments, causing her inconvenience.
21. Although the landlord had acknowledged its delays and ineffective communication in its complaint response, its offer of a total of £75 compensation was, in our view, not proportionate to the impact on the resident and did not put things right for her. The

resident and her husband have described the distress living with the damp had caused them. She said that she did not want to have her grandchildren to visit because of the damp conditions in the property and described an unpleasant damp smell in the kitchen.

22. For this reason, we make a finding of maladministration and order the landlord to pay the resident £450 in compensation, which has included £200 for her time and trouble and £250 for her distress and inconvenience. This amount is within the range of financial redress in our remedies guidance for a failing that has had an adverse impact on a resident.

Complaint	The landlord's response to the resident's reports about a damaged fence post
Finding	Maladministration

23. Following the external works to the property, the resident raised that contractors had damaged her fence post during their works which made the fence unsafe. The landlord had noted that the contractors had arranged for an operative to make this safe. The resident had provided the landlord with their estimated costings for the replacement of the posts on 6 December 2022.
24. It is not clear from the records provided whether the resident wanted the landlord to reimburse her for this or for the landlord to raise the works. There has been no evidence provided to show that the landlord followed this up at the time, and it did not address this in the resident's stage 1 complaint, which was a failing. However, after the resident's stage 2 complaint response on 30 August 2024 the landlord arranged for its contractor to complete the works, which they did without delay.
25. Overall, there were failings in the landlord's response to the resident's reports about the damaged fence post. Although the landlord has since addressed all the works raised in the complaint, there were delays in it doing so which affected the resident. She has described how she has followed up these matters with the landlord and spent time and effort raising and escalating her complaint.
26. For this reason, we make a finding of maladministration and order the landlord to pay the resident £150 in compensation which recognises that this failing has had an adverse impact on the resident and is within the range of financial redress for maladministration in our remedies guidance.

Complaint	The handling of the complaint
Finding	Maladministration

27. The landlord's complaints policy says that it will respond to complaints within 10 working days. A resident can ask to escalate their complaint, and the landlord will respond within 20 working days. This mirrors the timescales in our Complaints Handling Code.
28. The landlord's complaint responses were delayed at both stages. It responded to the resident's stage 1 complaint 68 days outside of its published response timescales and its stage 2 complaint was issued 51 days outside of its published response timescales.
29. The landlord asked for more time at both stages of the complaint, but at stage 1 it sent its response 47 days after the extended deadline of 4 April that it had given the resident. At stage 2 of the complaint, the landlord asked for more time 26 days after the original 20-working-day deadline had already passed. While it gave a reason for the delay at both stages, it did not keep the resident properly updated. This lack of communication caused the resident frustration and led her to lose confidence that the landlord was taking her complaint seriously.
30. From 1 April 2024, social landlords in England had a legal duty to follow our Complaints Handling Code. The landlord's request for an extension at stage 1 of its complaints procedure did not follow the Code, as it did not inform the resident of her right to escalate the complaint to the Ombudsman and did not provide our contact details.
31. The landlord also failed to address the resident's complaint about the fence post at stage 1 of its complaints process, which meant that the resident spent time and effort in including this with her stage 2 complaint escalation request.
32. For the reasons outlined above, we find maladministration in the landlord's complaints handling. Although the landlord had offered a total of £75 compensation at the end of its internal complaints procedure, we do not consider that this put things right for the resident, given the delays, ineffective communication and failure to fully capture and respond to all the elements of complaint during its complaints process. Therefore, we order the landlord to pay the resident an extra £150. This is within the range of financial redress in our remedies guidance for maladministration where there has been an adverse impact on the resident.

Learning

33. Landlords must decide whether an extension to the complaint deadline is needed when considering the complexity of the complaint and then inform the resident in advance of the deadline, of the expected timescale for response. Any extension must be no more than 10 working days without good reason, and they must tell the resident of the reasons. When a landlord informs a resident about an extension to these timescales, they must provide them with the contact details of the Ombudsman. It is recommended that the landlord ensures clarity as to this expectation within its complaint service and ensures its actuality in internal complaint processes.
34. The landlord should review this Service's Spotlight Report on Knowledge and Information management and its practices, in the light of the associated failings that have surfaced in this complaint investigation.