

Housing

Ombudsman Service

REPORT

COMPLAINT 202437033

East Devon District Council

30 June 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 the resident's reports about:
 - a. Damp and mould in the kitchen.
 - b. The standard of the work that the landlord completed to the ceilings in the property.
 - c. The standard of the replacement work to the front and rear doors.

Background

2. The resident has a secure tenancy with the landlord. The landlord is a local authority. The resident lives in a terraced bungalow.
3. On 6 October 2023 the landlord's tenant complaint panel wrote to the landlord following their discussions with the resident. The resident complained that:
 - a. The landlord did not use scrim tape to seal the gaps between the plasterboards on the ceilings. The resident said that, in his opinion, the gaps between the plasterboards were a fire hazard as the draft between them would exacerbate the spread of fire into the roof space. To resolve this, the resident wanted the landlord to fit tape between the ceiling plasterboards.
 - b. He had recently had the front and rear doors replaced and they did not fit properly and had gaps around them.
4. On 28 November 2023 the landlord provided the resident with its stage 1 response. It agreed that it should have taped the seams between the plasterboard. It confirmed that it would reboard, retape, and skim the affected

ceilings. It agreed to arrange for a specialist contractor to investigate the doors and if necessary, fill the reported gaps. The landlord acknowledged that there had been a delay in its response to the complaint and offered the resident £50 in recognition of this. It also offered the resident £150 as a goodwill gesture in relation to damage he reported to his washing machine.

5. The landlord completed the work to the ceilings in the property in May 2024. On 16 August 2024 the resident escalated his complaint. His reason for doing so was because he believed that the landlord had not done the work correctly. He reported that cracks had appeared in the edges of the ceiling shortly after the landlord had completed the work. In addition to this he said that the landlord had not addressed the doors.
6. On 1 November 2024 the landlord provided its stage 2 response. It said that it had reviewed the resident's concerns about the ceiling work and determined that no further work was necessary. It noted that the cracks that the resident reported on the ceiling did not present a concern. It confirmed that it replaced the doors on 4 September 2024. It did not uphold the complaint and said that the wait for the doors was the result of manufacturing times.
7. The resident referred his complaint to us. He said that to resolve his complaint he wanted the landlord to complete the repairs to the ceiling, the door lintel, and address the damp and mould in his kitchen.

Jurisdiction

8. What we can and cannot consider is called the Ombudsman's jurisdiction. The Housing Ombudsman Scheme governs this. When a complaint is brought to the Ombudsman, we must consider all the circumstances of the case as there are sometimes reasons why a complaint will not be investigated.
9. Paragraph 42.a of the Scheme says that the Ombudsman may not consider complaints which are made prior to having exhausted the landlord's procedure, unless there is evidence of a complaint-handling failure, and the Ombudsman is satisfied that the member has not taken action within a reasonable timescale.
10. After reviewing the evidence, we have concluded that the complaint about the landlord's handling of damp and mould in the kitchen falls outside our jurisdiction.
11. This issue was not part of the resident's stage 1 complaint that the panel submitted on the resident's behalf to the landlord in October 2023. The resident reported the damp and mould in his kitchen to the landlord in August 2024. On 28 November 2024 the landlord advised the resident during a call that it would need to raise a new complaint regarding the matter. The landlord reported that

it offered to raise a complaint, however the resident said that he intended to pursue legal action and terminated the call.

12. As the landlord has not considered this matter under its formal complaints process, it has not had the opportunity to respond. Therefore, in accordance with paragraph 42.a of the Scheme, this aspect of the resident's complaint is outside of the Ombudsman's jurisdiction as it has not exhausted the complaint procedure.
13. Considering this, our investigation will focus solely on the landlord's handling of the resident's reports about the standard of the works to the ceiling and the replacement of the external doors.

Assessment and findings

The handling of the report about the standard of the work that the landlord completed to the ceilings in the property

14. The resident's complaint was that the landlord had not used scrim tape to seal the gaps between the plaster boards on the ceilings in the property.
15. Under section 11 of the Landlord and Tenant Act 1985 the landlord is responsible for the repair and maintenance of the structure and exterior of the building. This includes the ceilings and the external doors.
16. The landlord's repair policy states that it aims to provide a repair service that meets the high standards expected by it and its residents. The policy states that on receipt of a report of dissatisfaction with a repair, it will investigate the dissatisfaction, remedy the cause where possible, and advise the resident of the action taken.
17. The landlord's stage 1 response and the actions it agreed, were in line with the expectations of its repairs policy. The landlord confirmed that the work to the ceiling had not involved the use of scrim tape when it should have. It offered a remedy for this, which was to reboard the ceiling using scrim tape and then skim the ceilings.
18. The landlord's repair policy confirms that it will complete non urgent repairs at a time that is suited to the resident and its contractor. It notes that its contractor will aim to complete the work as soon as possible.
19. In the case of the resident's ceiling the works did not begin until 8 April 2024. It was, therefore, a significant time before the work started to the ceiling. We have not found that this was due to a shortcoming by the landlord. Between November 2023 and April 2024 there was a period where the resident was in the hospital which resulted in the work being placed on hold. In addition to this

there is evidence that prior to the work starting, the landlord was arranging temporary accommodation for the resident to stay in while it carried out the work.

20. The landlord completed the work on or around 10 May 2024 and the resident returned to his home on 14 May 2024. On 3 June 2024 the resident left the landlord a voicemail advising that cracks had started appearing around the edges of the living room ceiling. He asked the landlord to attend and inspect.
21. In line with its repairs policy, when the resident made the landlord aware that cracks were forming on the ceiling, the landlord attended to the property to investigate. The landlord inspected the property on 4 and 10 June 2024, 9 August 2024 and 28 October 2024. The landlord identified from its inspections that the cracks that the resident referred to were hairline cracks along the joists and some thermal cracking.
22. In the landlord's final response to the complaint it concluded that the works that it had completed to the ceiling in May 2024 were sufficient and that the cracks did not present a concern. We note that the resident remains unhappy with the landlord's position on this.
23. Considering the landlord's actions in response to the resident's dissatisfaction with the standard of the work, we find that it acted in accordance with its repairs policy. When the landlord became aware of the resident's concerns, it arranged inspections that were carried out by its surveyors. The evidence shows that the landlord appropriately sought expert advice from its surveyors regarding the quality of the completed work, which it was entitled to do.
24. After inspecting the ceiling in June 2024, the landlord informed the resident's local councillor that the work had been completed to a good standard. It acknowledged the presence of the cracks along the edges of the wall and said that it had raised a recall order to address the cracks. Internal emails from the landlord show that, following this, it discussed possible solutions with the resident. The resident advised the landlord that he would only accept a resolution involving bonding the ceiling to the wall, which required removing some plaster and then replastering the area. The landlord considered this level of work unnecessary.
25. It would have been helpful for the landlord to clearly acknowledge in its response that it had initially proposed a remedy for the cracks. While the landlord was entitled to rely on the opinions of its surveyors, it did not explain why its position changed. It confirmed in June 2024 that it had raised a recall order for the work and then stated in its final response that the cracks did not present a concern. It did not clarify whether it considered the recall it raised was essential at the time, or if the decision not to proceed with recalling the work

was due to the resident rejecting the proposed approach. A clearer explanation would have helped manage the resident's expectations and provided greater transparency around the landlord's decision making. While this was a shortcoming, we do not consider it a service failure, as the landlord took appropriate steps to investigate the issue and its decision not to undertake further work was based on the findings of its surveyors.

26. Overall, we have found no maladministration in the landlord's response to the resident's reports about the standard of the ceiling repairs. While we identified a shortcoming in its failure to explain why its position on further works had changed, the landlord acted in line with its repairs policy upon receiving the resident's concerns. The landlord investigated the matter, considered the feedback from its surveyors, and ultimately concluded that no further work was required. We are satisfied that the landlord's decision was informed and took the resident's concerns into account.
27. The landlord has made us aware that on 28 May 2025 it received a letter of claim from the resident's legal representative under the Housing Disrepair Protocol. The resident's claim includes his complaint concerning the cracks in the ceiling. The landlord has confirmed that as a result of the claim, an independent surveyor will be reviewing the ceilings again.

The landlord's handling of the report about the standard of the replacement work to the front and rear doors

28. In the resident's initial complaint in October 2023, he stated that there were gaps around the recently replaced front and rear doors.
29. In the landlord's stage 1 response it confirmed that it would arrange for a specialist contractor to inspect the doors and provide a remedy if necessary. This response was in line with its repairs policy, which states that on receipt of a report of dissatisfaction with completed works, it will investigate and provide a remedy where possible.
30. On 30 January 2024 the landlord confirmed that it needed to remove and refit the doors. It raised the relevant work order on 23 May 2024 and the doors were refitted on 4 September 2024.
31. In the landlord's final response it confirmed that it had replaced the doors as agreed. It explained that the time taken to do so was due to manufacturing lead times. However, from the date of the resident's initial complaint in October 2023, it took the landlord more than 10 months to complete the work. Although the landlord's repairs policy does not specify timeframes for non urgent repairs, this was a significant delay.

32. While the landlord cited manufacturing times as the reason for the delay, the repair records show that the landlord did not raise the work order promptly. It confirmed on 30 January 2024 that it needed to refit the doors. However, the order for the work was not raised until 23 May 2024, several months later.
33. The landlord's repairs policy states that if a repair requires parts or materials to be ordered, its contractors should inform the resident of the likely completion date. We have not seen evidence of the landlord or its contractor informing the resident of the reasons for the delay in replacing the doors prior to the completion of the work. This is supported by the fact that the resident chased the landlord at least twice in August 2024, including 1 occasion where he escalated his complaint. This indicates that the landlord failed to adequately communicate with the resident about the manufacturing delay.
34. Overall, we have found that there was a service failure in the landlord's handling of the resident's reports about the standard of the replacement work to the front and rear doors. It initially took the appropriate action to investigate the issue. However it did not provide the agreed resolution within a reasonable time. While the landlord attributed the delay in replacing the doors to manufacturing times, we have found that there was also a delay in the landlord raising the work order and a failure to manage the resident's expectations regarding the timeline for completion.
35. In recognition of the service failure identified, we have ordered the landlord to pay the resident £50 in compensation. This is in line with our remedies guidance, which considers such an amount appropriate where there has been a minor failure by the landlord that was not adequately acknowledged in its complaint response.
36. After the resident raised this complaint he reported to the landlord in August 2024 that there was no lintel above 1 of the external doors. The resident's concern about the door lintel was not therefore, part of the complaint we have considered. However, the landlord has confirmed that it raised a complaint concerning the door lintel at stage 1 on 30 January 2025. The resident has also raised the matter in his recent disrepair claim

Determination

37. In accordance with paragraph 52 of the Scheme there was no maladministration in the landlord's handling of the resident's reports about the standard of the work completed to the ceilings.
38. In accordance with paragraph 52 of the Scheme there was a service failure in the landlord's handling of the resident's reports about the standard of the replacement work to the front and rear doors.

Orders

39. Within 4 weeks of this report the landlord is to pay the resident £50. This is in addition to the £200 compensation that the landlord offered to the resident in its stage 1 response to the complaint. The compensation that we have ordered should be paid directly to the resident.