

Housing

Ombudsman Service

REPORT

COMPLAINT 202408160

East Devon District Council

1 May 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 guttering at the property.
2. The Ombudsman has also investigated the landlord's complaint handling.

Background

3. The resident has a secure tenancy agreement with the landlord. The property is a house.
4. The resident has been represented in many of her complaint communications by her son. For ease of reference, the report will still refer to the 'resident' when her son made representation on her behalf.
5. The resident raised a report with the landlord on 27 April 2023 regarding significant leakage issues with the guttering on her property. The landlord raised works with a target completion by 31 May 2023.
6. The resident made a stage 1 complaint to the landlord on 4 March 2024. She said that repairs to the gutters of her property had not been completed following a report nearly a year ago. She also said there had been a lack of progress updates from the landlord during this time.
7. The landlord acknowledged the stage 1 complaint on 7 March 2024. The landlord did not provide a stage 1 response. Following a request from the resident, the complaint was instead escalated directly to stage 2.
8. The landlord provided its stage 2 complaint response on 28 May 2024. It acknowledged the delays to complete the works and said no reason had been

recorded for missing the target date. It apologised for the delays and said that it understood the works were now complete. It offered £100 compensation in recognition of delays to the repairs and in its responses to the resident's complaint.

9. The resident escalated the complaint to the Ombudsman on 25 June 2024. She said she was unhappy with the landlord's complaint response. She was unhappy with the extension of deadlines throughout the process. She said that the repair work had not been completed.

Assessment and findings

The landlord's handling of repairs to the guttering

10. The tenant's handbook says the landlord is responsible for the upkeep of gutters, pipes, and drains amongst other things. The handbook says that non-emergency repairs will be completed at the resident's convenience. While this does not specify a timeframe, its website gives more detail on timescales for repair. The landlord's website says: 'All non emergency repairs are classed as routine repairs. The contractor will contact you to arrange a suitable day and time to carry out the repair. These repairs should be completed within 30 days.' The handbook also says that residents will receive notifications of any appointments to keep them informed of progress.
11. The resident first reported issues with leaks from her gutters on 27 April 2023 via the landlord's website. On 3 May 2023 the landlord acknowledged the report, said a job had been raised and an operative would contact the resident to arrange an appointment. The repair records show a target completion date of 31 May 2023. The landlord's initial response was reasonable. It acknowledged the repair, updated the resident, and raised works.
12. However, the landlord visited the resident in November 2023 and identified ongoing repairs. It sent an internal email requesting that the guttering be looked at, as when it rained water was pouring out of the joints. There is no evidence between April and November 2023 that any works were completed to the guttering or that the resident was kept updated. This was not appropriate. The landlord had not repaired the guttering in line with its repair timescales or kept the resident informed of progress as it said it would.
13. Following the landlord's visit to the resident in November 2023, there is no further evidence of progress with the repairs. The resident made her stage 1 complaint on 4 March 2024, describing the lack of repair and updates as 'beyond unreasonable and frustrating.'

14. There are gaps in the evidence provided by the landlord to this investigation. Notably, there are inconsistencies between the repair log and the actual progress of the repair work at the property. The initial log for the repair, which was raised on 3 May 2023, is marked as having been completed on 28 March 2024. However, an email from the landlord's surveyor sent on 12 April 2024 make clear that the work was incomplete and that deep flow guttering was required. A later entry on the log, raised 12 April 2024, says the work was completed on 15 July 2024. However, internal emails from the landlord show discussions from 2 October 2024 exploring why the work remained incomplete.
15. It appears that poor record keeping of repairs has contributed to delays in the overall process. The landlord lacked oversight of the progress of repairs at the property as it could not confirm from its own records whether the works had been completed. A reliable system of recording the progress of multiple repair works and informing different departments accordingly should be expected.
16. The landlord provided its stage 2 response on 28 May 2024. It apologised for the delays and said it was unclear why works were not carried out within target. It said that it had been experiencing high demand and had now recruited to vacancies to enable a better response to residents. The response explained that a new order had been raised for the guttering to be replaced with deep flow guttering and the works had now been completed. The landlord offered £100 compensation for the delays of both the repair and complaint. It is unclear how this was broken down.
17. While it was appropriate that the landlord apologised and made an offer of compensation this did not go far enough. Following the stage 2 response, internal emails show that the work remained incomplete. An email sent on 10 June 2024 said that the most recent job had never been received by the contractors and would still require approval.
18. As noted earlier, internal emails have been provided from 2 October 2024 that show the landlord continuing to pursue updates on the progress of the repair work. In conversations with the resident, the Ombudsman has been informed that the work remains incomplete at the time of this report.
19. The landlord offered compensation of £100 in recognition of delays to both the repair work and the complaints process. While it was appropriate for the landlord to offer the resident compensation for the distress and inconvenience that had been caused, it is unclear how it reached its figure. Given the absence of a breakdown, it is unclear what factors the landlord took into consideration when making its offer.
20. Furthermore, given its own guidance on remedies, the sum which was offered was not proportionate in the circumstances. This is because the policy says

awards under £300 will be for instances of service failure which lasted for a short period and did not affect the overall outcome. As this matter remains unresolved and has faced considerable delays, an increased award of compensation would be appropriate.

21. In summary, the landlord was not effective in its communication with the resident. It did not keep her updated as its tenant's handbook says it will. The repair remains incomplete, so is significantly outside of the timeframes published on the landlord's website. There is no evidence of why the repair was delayed. While the landlord acknowledged the delays in its stage 2, it mistakenly said the works had been completed when they had not. The landlord's poor record keeping has been evident throughout this case and hampered the landlord's ability to effectively manage the repair. Its offer of compensation was not proportionate to the failings identified over a prolonged period. The resident was put to time and trouble in pursuing the repair and the poor communication will have impacted the resident landlord relationship. For these reasons, a finding of maladministration has been made.
22. In considering compensation, an amount of £300 inclusive of the amount already offered is reasonable for the inconvenience, time and trouble experienced by the resident. This amount has been considered with the Ombudsman remedies guidance in mind.

The landlord's complaint handling

23. The landlord's complaint procedure says the complainant will receive a stage 1 acknowledgement within 5 working days and a stage 1 response within 10 working days of the acknowledgement. Where this is not possible, the policy says an indicative timeline for a response will be provided. While the policy does not set out any rules for bypassing complaint stages, it does say that requests for escalation to stage 2 must be made within one month of the stage 1 response.
24. The resident made a formal complaint about the repair work on 4 March 2024. This was acknowledged on 7 March 2024, which was appropriate and in line with the landlord's complaints procedure.
25. However, no stage 1 response was given. Instead, the resident requested via email that the complaint be escalated to stage 2 on 15 April 2024, saying that no response had been received.
26. The landlord failed to provide a stage 1 response to the resident or a timeline for when she could expect it. This adversely impacted the resident who was inconvenienced by having to chase for a response.

27. The landlord's complaints policy says that a request to escalate to a stage 2 complaint will be acknowledged within 5 working days and a stage 2 response will be given in 20 working days unless there are legitimate reasons to request an extension to this deadline.
28. The stage 2 complaint was acknowledged on 16 April 2024. Between this date and the issuing of the stage 2 complaint response on 28 May 2024, 2 emails were sent from the landlord to the resident formally requesting an extension of the stage 2 response deadline. This was reasonable as its complaints policy makes clear that there may be requests for extension when circumstances require them.
29. As such, the stage 2 response was issued within a reasonable time frame. It acknowledged the problems with the stage 1 response and offered an apology for this.
30. While the landlord has identified failings in its process, it did not go far enough. The Ombudsman has found that its failure to adhere to its complaint procedure has adversely impacted the resident which the landlord did not acknowledge. The resident has been put to time and trouble by having to chase for a response which should have been given within the appropriate timeframe.

Determination

31. In accordance with paragraph 52 of the Scheme, the Ombudsman has found maladministration for the landlord's handling of repairs to the guttering at the property.
32. In accordance with paragraph 52 of the Scheme, the Ombudsman has found service failure for the landlord's complaint handling.

Orders and recommendations

Orders

33. Within 28 calendar days of the date of this determination, the landlord must:
 - a. Provide a written apology for the failings identified in this report.
 - b. Provide a start date for the work on the gutters at the property, providing the resident and this Service with a written timeline for the repairs including a completion date. The landlord should update the resident if there are any unforeseen delays, explain their position and provide a revised completion date.
 - c. Pay compensation to the resident of £300. This is made up of:

- i. £200 for the inconvenience caused by delays to the repairs.
 - ii. £100 for time and trouble caused by the landlord's handling of the complaints procedure.
- d. The landlord should provide evidence to this Service within 4 weeks of compliance of the above orders.

Recommendations

34. The landlord should consider reviewing the effectiveness of its record keeping around repairs.