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# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202447490*

*East Devon District Council*

*03 October 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:
  - a. Reports of subsidence and broken fencing in the rear garden.
  - b. Request for her storage heaters to be replaced with gas central heating.
  - c. Reports of insufficient insulation, defective windows and doors and damp and mould.
  - d. Request to be reimbursed for her energy costs.
  - e. Request to be transferred to another property.
  - f. Concerns about staff visiting unannounced and without appropriate identification (ID).

## **Background**

2. The resident holds a fixed term tenancy with the landlord. The property is a 3-bedroom house.
3. The resident reports that she has been experiencing issues with the landlord's response to repairs for over 6 years. During this time, she feels that she was left to continuously chase the landlord and that this caused her significant distress and inconvenience.
4. The resident raised a formal complaint with the landlord on 5 December 2023. She said that:

- a. Outstanding repairs had been ignored and not dealt with over the last 6 years.
  - b. There was no insulation in parts of her loft.
  - c. Exterior walls were cracked, which was causing mould, especially in her daughter's bedroom.
  - d. The heating in the property was insufficient and very expensive to run.
  - e. She was using a lot more electricity to wash items affected by mould and this had contributed to a debt with her energy provider.
  - f. The top of the garden was subsiding and some fencing needed to be replaced.
5. The landlord issued its stage 1 response on 26 February 2024. It said that:
- a. It was sorry that the resident felt that her repairs had not been addressed. It had reviewed its repair records and could see that several repairs had been completed during this period.
  - b. The loft had been assessed, and additional insulation had been added where applicable to a depth of 280mm.
  - c. A cavity wall inspection took place on 29 December 2023, any remedial works noted by this survey would be undertaken.
  - d. It would be installing gas central heating in the property and additional loft insulation. The connection to the gas supply and the installation of the new heaters would take approximately 3 months.
  - e. With the resident's permission it would make a referral to its financial resilience team to see if they could assist with the energy debts incurred.
  - f. Following an inspection of the garden subsidence was identified. A job would be raised for the wall to be reinforced.
  - g. It would only maintain boundary fencing in the rear garden of properties where this boundary borders public/open land. All other fences are the responsibility of the resident.
  - h. It acknowledged that there had been some delays in completing some works. In resolution it offered the resident £100 compensation for the distress and inconvenience caused to her.
6. The resident escalated her complaint on 8 March 2024 as she remained dissatisfied with several elements of the stage 1 response. She said that:
- a. The landlord had failed to adequately deal with her repairs. As a result, she had to continuously chase which caused her inconvenience.

- b. On many occasions contractors turned up unannounced and without ID. This was particularly concerning due to her anxiety.
  - c. It was not acceptable that the landlord was still waiting for the results of the survey carried out in December 2023.
  - d. The responses to her request for gas central heating were unprofessional and rude.
  - e. Although remedial works had begun, she felt that the landlord should be liable for her energy debt due to the inadequate windows, doors and heating.
  - f. She required further clarification regarding the garden fencing and what the landlord was responsible for.
  - g. The £100 compensation offered at Stage 1 was insufficient. It would not cover the costs incurred, including replacement of soft furnishings, clothing, and additional laundry costs.
7. The landlord provided its stage 2 response on 11 December 2024. It said that:
- a. It was sorry that the resident had experienced significant repair delays over the past 6 years. It was working hard to transform its service delivery. According to its records all issues outlined at Stage 1 had now been addressed.
  - b. All contractors should pre book appointments and carry photo identification at all times. This had been raised at a senior level and would be discussed at the contract review meeting.
  - c. The cavity wall Inspection was completed on 21 December 2023. Following its recommendations new modern cavity wall insulation was installed on 27 March 2024.
  - d. It was very sorry to hear of the resident's experience following her requests for gas central heating.
  - e. It was committed to improving the energy efficiency of its homes; however, it was not liable for residents' energy costs. It would be happy to make a referral to its financial resilience team who could offer support regarding the debt.
  - f. It was responsible for the maintenance of fencing that abuts public land, be this a footpath, park, or other open public space. Fences between tenant's gardens are the responsibility of the tenant/resident on both sides to share the cost of replacement.
  - g. The resident did not have a current housing application. If she wished to move, she would need to submit a new application.

- h. In resolution of the resident's complaint, it offered increased compensation of £400 and advised her to contact her home insurance regarding any damaged possessions.
8. The resident remained dissatisfied with the landlord's complaint response and escalated her complaint to the Ombudsman. She felt that the resolution offered was not proportionate to the distress she experienced.
9. During a recent telephone conversation with the resident, she confirmed that the garden repairs were still outstanding.

## **Assessment and findings**

### *Jurisdiction*

10. Our remit for investigating complaints is set out in the Housing Ombudsman Scheme. Our Scheme says we may not consider complaints that have not exhausted a member's complaints procedure.
11. The resident has raised dissatisfaction about outstanding repairs to her rear garden. Including the reinforcement of a wall to prevent further subsidence and the replacement of broken perimeter fencing. However, it is not evident that the resident specifically raised these issues within her complaint escalation. The complaint escalated to stage 2 related to overall responsibility for the fencing rather than any outstanding repairs.
12. The Ombudsman will therefore not investigate the complaint about the rear garden, as this has not exhausted the landlord's complaints procedure. The resident has the option to contact the landlord about these issues and to raise a complaint if they remain outstanding.

### *Scope of investigation*

13. It is evident from the resident's complaint and her communication with this Service that she has been dissatisfied with the landlord's communication and actions since the beginning of her tenancy. The Ombudsman encourages residents to raise complaints with their landlords at the time the events happened. This is because with the passage of time, evidence may be unavailable and personnel involved may have left an organisation, which makes it difficult for a thorough investigation to be carried out and for informed decisions to be made. Taking this into account and the availability and reliability of evidence, this assessment has focussed on the period from February 2023 onwards when the resident reported damp and mould. Reference to events that occurred prior to February 2023 is made in this report to provide context.

14. During the complaint journey, the resident stated the impact the damp and mould was having on her family's health. The Ombudsman does not doubt or underestimate the resident's concerns. However, we are unable to establish a causal link between the damp and mould and any impact these may have had on the resident's health. Instead, we will consider the overall distress and inconvenience that the issues in this case may have caused. A determination relating to damages (including damage to health) is more appropriate for the courts or the landlord's liability insurer as a personal injury claim.

*Request for storage heaters to be replaced with gas central heating*

15. In accordance with the tenancy agreement and the landlord's repairs policy the landlord is responsible for the repair and maintenance of the heating equipment.
16. The landlord's repair records show that the resident reported concerns about the energy efficiency of the storage heaters in 2019. At the time she said that her energy consumption and running costs had dramatically increased. Although this falls outside of the time period covered by this investigation the landlord's records show that it carried out a service in response to the residents concerns and the storage heaters were left in working order.
17. The resident states that she made several requests for gas central heating prior to her formal complaint. She says that these requests were verbally dismissed by the landlord without due consideration or explanation. There is no evidence of any requests made prior to December 2023 in the landlord's records. Therefore, this investigation can only assess the landlord's response following the resident's complaint in December 2023.
18. As the property was equipped with electrical storage heaters, the landlord was under no obligation to provide gas heating. However, following the resident's complaint in December 2023 the landlord agreed to install gas central heating to the property. This was completed in July 2024. In response to the resident's concerns about her previous requests being dismissed it said that in the absence of any details of who she spoke to and when, it was unable to investigate further. However, it assured her that the "tone she described did not meet with its expectations" for which it appropriately apologised.
19. In summary, it is acknowledged that the resident was concerned about the energy consumption and costs of the electric heaters. However, the landlord was under no obligation to provide gas heating. Although it is not clear why the landlord decided to install gas central heating this was a positive outcome for the resident and a solution-based resolution to her complaint.

*Reports of insufficient insulation, defective windows and doors and damp and mould*

20. Within the resident's complaint she expressed her dissatisfaction of the landlord's handling of various repair concerns including, insufficient insulation, defective windows and doors and damp and mould. She said that she had to continuously chase for a response and that this had caused her distress and inconvenience. The resident felt the landlord's delay in resolving these issues contributed to her using more energy to heat the property and to wash items affected by mould. This element of her complaint will be assessed separately.
21. In February 2023 the resident reported concerns about damp and mould in the property. The landlord responded in line with its policy and carried out a damp survey on 13 March 2023. The survey found evidence of mould on the ceilings throughout the property. It recommended the installation of a positive input ventilation system in the loft, a mould treatment for the affected areas and a service of the existing kitchen and bathroom fans. Although the landlord's initial response was appropriate the recommendations were not actioned until November 2023. This was an unreasonable delay.
22. As stated in the Housing Ombudsman's Spotlight on Damp & Mould (2021), 'Landlords should ensure they have strategies in place to manage these types of cases with an emphasis on ensuring that the resident is kept informed, feels that the landlord is taking the issue seriously and that the matter is progressing. There is no evidence that the landlord communicated its findings with the resident or kept her informed on timescales despite her chasing on a number of occasions.
23. Damp and mould are potential health hazards to either be avoided or minimised in line with the Government's Housing Health and Safety Rating System (HHSRS). Landlords should be aware of their obligations under HHSRS and are expected to carry out additional monitoring of a property where potential hazards are identified. Given the nature of the issue and the residents concerns about her children's health it would have been appropriate for the landlord to have monitored the condition of the property following the remedial works in November – December 2023. There is no evidence that it did this and the resident reports that she continued to experience damp and mould until additional works were carried out between March – July 2024.
24. Within the resident's complaint she also said that the windows in the property had been "condemned" and that there were gaps around the external doors. The landlord's repair records show that an inspection was raised in October 2023 and marked as complete in November 2023. However, there were no job notes stating the outcome of the inspection. In response to her complaint, it appropriately arranged for a survey to be carried out to assess the condition of the windows. In its response it informed the resident that it would be replacing her windows. This was completed in March 2024.

25. It is unclear from the evidence when the resident first raised concerns about the lack of insulation in the property. The landlord's repair records show that a loft survey was carried out in October 2023. This concluded that the loft insulation was in "poor condition" and recommended that it be re-laid and topped up. A job was subsequently raised, and this was completed on 9 December 2023. This was a reasonable response from the landlord.
26. Following the resident's complaint about insulation, the landlord also instructed a cavity wall survey. This was a positive response by the landlord and demonstrated that it was committed to fully investigating the cause of the damp and mould. The inspection took place on 29 December 2023. Within the resident's complaint escalation on 8 March 2024, she said that she was still awaiting the outcome of this survey. This delay demonstrates that the landlord did not learn from its communication failures at stage 1. However, it did apologise to the resident and confirmed that the cavity wall insulation needed to be extracted and refilled. The survey found that there was low density fibre present, but this was showing signs of moisture. The work was completed on 27 March 2024.
27. The Ombudsman would expect a landlord to keep a robust record of contacts and repairs. It is vital that landlords keep clear, accurate and easily accessible records to provide an audit trail. If we investigate a complaint, we will ask for the landlord's records. If there is disputed evidence and no audit trail, we may not be able to conclude that an action took place or that the landlord followed its own policies and procedures. The evidence has not been comprehensive in this case. Conversations that the resident claims to have had with the landlord have not been recorded and the outcome of inspections, surveys and repairs are limited. This demonstrates poor record keeping from the landlord and a recommendation has been made below regarding this.
28. In summary, whilst it is acknowledged that the resident has found the situation distressing and upsetting, the evidence demonstrates that the landlord ultimately took reasonable steps to meet its obligations to her and to undertake repairs which fell within its remit to complete. There were some unreasonable delays in the landlord's handling of the damp and mould repairs, and its communication and record keeping were lacking following the various surveys and inspections. This constituted a failure in service, but the landlord subsequently took the opportunity through the formal complaints process to fully investigate the reports, formally confirm its position, and adequately redress those failings by completing the repairs and offering compensation.
29. The compensation award of £400 was in line with the landlord's compensation policy and the Ombudsman's own remedies guidance for complaints where maladministration has occurred. Therefore, the landlord has made redress to the resident which, in the Ombudsman's opinion, resolves the complaint

satisfactorily. The measures taken by the landlord to redress what went wrong were proportionate to the impact that its failures had on the resident.

*Request to be reimbursed for her energy costs.*

30. Throughout the resident's complaint she informed the landlord of the financial impact that she was experiencing as a result of operating the storage heaters. She said that she had accrued a debt with her energy provider amounting to approximately £4000 (It is unclear from the evidence what period this covered). The resident said that this debt was due to her having to use more energy to compensate for the loss of heat through the defective windows and doors and the poor insulation in the property. In addition to this, she said that she also had to use more electricity due to washing personal possessions affected by damp and mould. Within her complaint the resident requested that the landlord accept liability for this debt.
31. Within the landlord's complaints responses, it informed the resident that it was not liable for the energy costs but offered to make a referral to its financial resilience team. While this was not the outcome the resident sought it was one the landlord was entitled to make. The resident was aware of the heating system in the property when she took on the tenancy and there is no evidence to suggest that the storage heaters were in any way defective. In line with the tenancy agreement the resident is responsible for the energy usage costs and the landlord's response was therefore fair in the circumstances.

*Residents request to move*

32. It is unclear from the evidence if the resident expressed her desire to move prior to her formal complaint. Within her complaint she said that her current property was not large enough for her family. She also said that she had been a victim of domestic abuse.
33. The landlord appropriately addressed the resident's concerns within its complaint responses. It provided her with comprehensive advice on its housing application process and offered appropriate support in relation to the domestic abuse.
34. Whilst it is acknowledged that the resident has found the situation distressing and upsetting, the evidence demonstrates that the landlord ultimately took reasonable steps to meet its obligations to her.

*Concerns about staff visiting unannounced and without appropriate identification (ID).*

35. Within the resident's complaint she expressed her concerns about contractors and members of staff visiting unannounced and without appropriate ID. This was of particular concern to the resident and caused her anxiety due to her experiences of domestic abuse.
36. Within its stage 2 complaint response the landlord appropriately apologised for the distress caused. It said that all contractors and visiting staff are expected to pre book appointments and carry photo identification at all times. It said that her concerns would be raised with the appropriate senior staff and discussed at the next contract review meeting. This was a reasonable response and demonstrated appropriate learning. In addition, the landlord informed the resident that it was in the process of rewriting its domestic abuse policy to ensure it reflected the needs of victims and survivors in its service delivery.
37. In summary, the landlord appropriately addressed the resident's concerns, offered a reasonable apology and demonstrated learning.

**Determination**

38. In accordance with paragraph 42.a. of the Housing Ombudsman Scheme, the complaint about the rear garden is outside the Ombudsman's jurisdiction.
39. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was no maladministration in the landlord's handling of the resident's request for her storage heaters to be replaced with gas central heating.
40. In accordance with paragraph 53b of the Housing Ombudsman Scheme there was reasonable redress in the landlord's handling of the resident's reports of insufficient insulation, defective windows and doors and damp and mould.
41. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was no maladministration in the landlord's handling of the resident's request to be reimbursed for her energy costs.
42. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was no maladministration in the landlord's handling of the resident's request to be transferred to another property.
43. In accordance with paragraph 53b of the Housing Ombudsman Scheme there was reasonable redress in the landlord's handling of the resident's concerns about staff visiting unannounced and without appropriate identification (ID).

**Orders and recommendations**

### *Recommendations*

44. It is recommended that the landlord pays the resident the £400 compensation already offered in its stage 2 complaint response. The Ombudsman's reasonable redress determination has been made on the basis that this payment has been made.
45. It is recommended that the landlord take steps to establish a system of record keeping that ensures that all contact from a resident (and any representatives) is recorded and retained so that it can be provided to this Service upon request, in response to a complaint. The Ombudsman's spotlight report on [knowledge and information management](#), published in May 2023, provides useful guidance.
46. If it has not already done so it is recommended that the landlord considers putting an alert on the residents account to remind all staff that appointments must be confirmed in advance and all staff must present an appropriate ID.