

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202441976*

*East Devon District Council*

*12 August 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 of damp and mould.
2. The Ombudsman has also considered the landlord's complaint handling.

## **Background**

3. The resident is a flexible tenant of the landlord, a local council. The tenancy started on 27 July 2020. The property is a 2-bedroom second floor flat in a 2-storey building.
4. The landlord is responsible for maintaining the communal areas of the building. It employs a contractor to complete some repairs at the resident's property.
5. The resident had previously reported damp and mould in her home dating back to 2021. The landlord responded to these reports and carried out several repairs.
6. The resident contacted her landlord on 1 May 2024 to report that damp and mould had returned in her bedroom. On 3 May 2024 the landlord emailed the resident to say a surveyor would contact her to book an appointment.
7. On 22 July 2024 the resident made a complaint to her landlord, which was acknowledged on 27 July 2024. In her complaint, the resident said:
  - a. there had been no communication since she contacted the landlord on 1 May 2024

- b. the damp and mould issues had been ongoing since she moved into the property 4 years ago
  - c. when she cleans the mould, it makes her ill
  - d. there had been temporary fixes, but she wanted the leak in the wall causing the mould to be repaired as soon as possible
  - e. there had been multiple visits to the property to inspect the mould, therefore it does not need to be inspected again by the “15<sup>th</sup> person”
8. The landlord sent its stage 1 response on 8 August 2024 and apologised that the resident was still having problems. It acknowledged that the issue had been ongoing since November 2021. In its response, it said:
- a. a damp and mould survey had been completed in November 2021
  - b. a positive input ventilation (PIV) unit was installed in January 2022
  - c. a mould treatment was completed in January 2023
  - d. it had completed roof repairs and replacement of roof tiles in February 2023
  - e. it had organised for its surveyor to visit the resident’s property on 9 August 2024 to assess the mould
  - f. it had put weekly meetings into effect with its main contractor to:
    - i. review the learning from complaints
    - ii. agree actions with the contractor to make sure it can respond to residents in a timely manner and track repairs through the process
9. The resident escalated her complaint on 14 October 2024 because the damp proofing works had not been completed. She said that she was sleeping in the living room and requested the works were completed by the end of November 2024. She said she was frustrated as the mould has been ongoing since she moved in.
10. The landlord issued its stage 2 response on 10 December 2024, it apologised for its delay in responding. It acknowledged the issue had been ongoing for more than 3 years and that damp proofing works were booked for 12 December 2024. It said once the work was completed, it would arrange an inspection. The landlord acknowledged there was a service failure and offered compensation of £250.
11. The resident referred her complaint to the Ombudsman on 19 January 2025. This was because she was dissatisfied at her landlord’s response and the root cause of the damp and mould was not fixed.

## Assessment and findings

### *The scope of the Ombudsman's investigation*

12. We understand that there is a long history of the resident reporting damp and mould to her landlord since 2021. The resident also logged complaints with her landlord in 2022 and 2023. However, these complaints were not brought to the Ombudsman's attention within 12 months of the resident exhausting the landlord's complaint procedure. We cannot consider previous complaints in assessing the landlord's handling of the present case because they have become historical and cannot reasonably be investigated at this time. However, this investigation has focussed on the landlord's handling of the resident's reports from May 2024 until the stage 2 complaint response in December 2024. Any mention of past events in this report would be for contextual purposes.
13. The resident has told the landlord and the Ombudsman that the mould has impacted her health. Whilst this service is an alternative to the courts, we are unable to establish legal liability or whether a landlord's actions or lack of actions have had a detriment impact on a resident's health. These matters are better suited to be dealt with via a court or insurance claim. While we cannot consider the effect on health, consideration has been given to any general distress and inconvenience which the resident experienced because of any service failure by the landlord.
14. We understand that the resident reported issues with the landlord's actions after the stage 2 response was issued. Specifically, that there is mould around her bedroom window. In the interest of fairness, this investigation has focussed on the landlord's actions between May 2024 and December 2024, which the landlord assessed during its complaint process. This is because a landlord needs to be given an opportunity to investigate and respond to any reported dissatisfaction with its service before the involvement of the Ombudsman.

### *Landlord's handling of the resident's report of damp and mould*

15. The landlord's repairs policy outlines what it is responsible for repairing. This includes the structure and exterior of the building, such as windows, roofs, and walls. It says it will attend emergency repairs within 4 hours and all other repairs within 28 working days with some exceptions. The policy defines non-urgent repairs as causing minor inconvenience and have little effect on the property if the repair is not undertaken in the short term.
16. The landlord also has a damp and mould procedure that says:
  - a. its contractor will attend within 5 working days to complete a mould wash if the mould is "significant"

- b. a damp and mould survey will be carried out to investigate an underlying cause such as a water leak
- 17. The policy and procedure do not specify how it classifies damp and mould repairs. However, its repairs policy sets out that pre-work inspections will be carried out where further investigation is needed. This may be to identify the cause of the issue, or when a previous repair has not resolved the problem. Nonetheless, the inspection should be completed within a reasonable timescale. This report will therefore treat inspections as a routine repair in line with its policy.
- 18. On 20 March 2019, the Homes (Fitness of Human Habitation) Act 2018 came into force to ensure that rented accommodation is fit for human habitation. It requires landlords to make sure that its properties are safe, healthy, and free from things that could cause serious harm. The Government's guidance for tenants sets out that "damp and mould growth" must be considered. As the resident's complaint concerned mould the landlord was obliged to investigate and make good any issues identified in a timely manner.
- 19. The resident contacted the landlord on 1 May 2024 to report mould in her bedroom. On 3 May 2024 the landlord emailed her to say that a surveyor would contact her to arrange an appointment. The landlord's initial response was timely and it's suggested approach was reasonable and in line with its policy. However, by 22 July 2024 the landlord had not contacted her and the resident made a complaint. She said that there had been no further communication since its email in May 2024, which was 54 working days prior.
- 20. The landlord's repairs policy says it will attend within 28 working days however it did not attend within this timescale. This was a failure to apply its policy. Furthermore, the Homes (Fitness for Human Habitation) Act 2018 says that landlords must keep properties fit to live in, and free from serious hazards. Damp and mould is identified as a hazard under The Housing Health and Safety Rating System (HHSRS). It says that damp and mould can be a threat to health. The landlord did not show it took steps to ensure the property was fit to live in for 54 working days and was unreasonable in the circumstance. On 5 August 2024, the landlord's surveyor contacted the resident which was 86 working days after she had received its initial email. This was more than the 28 working day target that is set out in the landlord's repair policy. This was not a reasonable timescale for the resident to wait considering how long the issue had been ongoing. This led to the resident becoming increasingly distressed and frustrated.
- 21. In line with its damp and mould procedure, it says that it will complete a mould wash within 5 working days if the mould is "significant." The landlord had not assessed the severity of the mould despite the resident reporting in her

complaint that she had adverse effects when she tried to clean it. A timely assessment of the mould would have been appropriate in the circumstance and could have reduced the distress the resident experienced.

22. Internal emails provided by the landlord show that on receipt of the resident's complaint, it thought that the leak was resolved in 2023. The emails went on to say that if a surveyor had visited the property since 2021, that it had no record of this. The lack of record-keeping would have contributed to delays in progressing the work as it prevented effective follow-up actions. The landlord should have maintained accurate records of all inspections to make sure it could take appropriate action in a reasonable time limit. This could have prevented delays, reduced the number of visits to the property, and lessened the inconvenience on the resident.
23. The landlord issued its stage 1 response on 8 August 2024 and outlined the steps it had taken previously to resolve the mould and leak. It reiterated that its surveyor would visit the property on 9 August 2024. The purpose of the visit was to assess the mould and understand why previous repairs had not resolved the issue. Further, any follow-on works found during the visit would subsequently be raised. It was reasonable that the landlord demonstrated the steps it had taken to resolve the issue and organise an inspection.
24. The landlord's surveyor visited on 9 August 2024 as agreed, however no report or its findings were provided to us. Therefore, we have been unable to understand the exact works recommended within the property. Later that day, the resident contacted the landlord to ask it what would happen next. It told her that a corner in her home needed damp proofing works, and its contractor would contact her.
25. On 20 August 2024 the resident told the landlord she had not been contacted yet. The landlord's repairs policy says it will contact residents if it cannot complete repairs on time and it will arrange the repairs as soon as possible. However, it had not kept the resident updated in line with its policy. In not keeping the resident updated, the landlord undermined the landlord/resident relationship and did not demonstrate it was meeting standards set out in its policy.
26. The landlord contacted the resident the following day and said scaffolding was needed to complete the works. This was because contractors needed access to the outside of the building to complete the damp proofing works. It explained that it was waiting for a scaffold quote, and on receipt, it would raise an order for the damp proofing works.
27. The landlord missed an opportunity to agree when it would next update the resident on the progress of the works. This would have improved the

communication between the landlord and the resident and reduce the need for her to chase for updates.

28. The landlord's stage 2 response confirmed it received the scaffold quote on 21 August 2024. Further, it said it had raised the necessary orders for damp proofing works the on the same day. However, the repair records provided indicate that no repair was raised on, or around this date. This could have contributed towards the preventable and avoidable delays that the resident was experiencing.
29. In September 2024, the resident contacted the landlord 3 times to tell it the contractor had not contacted her. On 27 September 2024, the resident told it that she spoke with the contractor who had received no repair orders. This caused inconvenience to the resident who spent time and effort seeking a resolution to the problems.
30. Furthermore, she asked the landlord to raise the repair to the contractor again. However, no order was raised on this date. The resident had been waiting 35 working days from when the surveyor had visited, which was not in line with its repairs policy. The landlord did not demonstrate that it had taken reasonable steps to manage the works within an appropriate timescale. It was unfair that the resident experienced ongoing delays that prolonged her distress.
31. Despite the resident raising communication issues as part of her stage 1 complaint, the landlord has not provided evidence it reflected on its approach to communication. This was a failing. It continued to repeat poor communication and did not inform her of any delays. The resident had to regularly chase the landlord, which increased the distress and frustration she experienced.
32. The resident escalated her complaint to stage 2 on 14 October 2024. In her complaint, she said the landlord's contractor contacted her that day to book an inspection. She told it the surveyor's report should be sufficient for the contractor to do the repairs. The resident also told it that her young daughter has nightmares sometimes and would sleep in her bed. Due to the mould in her bedroom, she was sleeping in the living room, sometimes with her daughter. The resident said she wanted the works to be completed by the end of November 2024.
33. On 13 November 2024, a surveyor visited the property again. This was one month after the resident made the landlord aware she felt her bedroom was not habitable. The landlord's policy says it will attend within 28 working days and consider the timescale based on the circumstances of the household when residents report repairs. While the landlord responded within its policy timescales, it did not show it considered bringing the visit forward. It would

have been reasonable for it to consider doing so based on the impact the resident told it she was experiencing.

34. In an internal email provided by the landlord, it acknowledged that the resident's greatest concern was the potentially adverse effects of the mould on her child. This demonstrates it was aware of the distress the resident was experiencing, however, it did not record or comment on if the bedroom was habitable. It did not show that it considered if a risk assessment was appropriate, given what it knew. These would have been reasonable steps to take to address the resident's concerns. In not doing so, the landlord did not demonstrate it had satisfied itself and provided assurances to the resident the bedroom was usable.
35. On 14 November 2024, the landlord raised an order to complete damp proofing works in the corner of the lounge. However, an internal email provided by the landlord say that the works raised on this date were to address the mould in the bedroom. The landlord's poor record keeping of reports hindered our understanding of why works were raised in the lounge, not the bedroom with the issue. Having effective systems and good recording keeping are essential to demonstrate if, any, actions it or its contractors have taken. Failure to keep adequate records can lead to unreasonable delays and negatively impact the resident receiving the service. On 20 November 2024, the resident contacted the landlord and was told it would complete external works to renew the windows, roof, and walls in 2025. The works are part of a wider, planned works project, referred to as exterior or external works in this report. They were recommended to reduce damp and mould within its properties and prevent water leaking into the brickwork. Once the external works are complete the resident would need further work in her home.
36. Additionally, she told them she was concerned about the damp proofing works and plastering inside her home being repeated after the external works were finished. The landlord told her that the interior works will protect her flat from mould whilst the external works were being planned. It was appropriate for her landlord to try and mitigate the mould, particularly because of potential delays with planned works. However, it did not appear to have considered the resident's primary concern of repeating the works. In the circumstances, it would have been fair for the landlord to consider if and what support it may be able to provide to the resident to reduce her concerns. The resident contacted the landlord on 26 November 2024 and asked for it to call her. She contacted it again on 27 November 2024 and said that the contractors were at her property to complete damp proofing works. She reported that the contractors could not complete the works as they needed access to the outside of the property. The landlord previously identified in August 2024 that scaffolding was needed to access the outside of the flat.

37. There is no evidence of what actions the landlord took to arrange scaffolding between its visit on 9 August 2024 and its contractor attending on this day. This lack of activity indicates poor planning and lack of oversight, which contributed to delays in resolving the issue. The resident would have experienced further frustration because of the landlord's failures to appropriately plan.
38. Later that day, the resident contacted the landlord again to report that the contractor had found a way to complete the works internally. She told it that the contractor was unsure how long the repair would last and it will need to be repeated after the external works were finished. In response, the landlord reiterated that the internal works would help eradicate the mould until the external works were finished which may take months.
39. The internal works were a practical step to take to reduce the mould in the short term, as external works may not happen for several months. However, the landlord did not appear to acknowledge the resident's concerns about the repair's effectiveness or longevity. Instead, she was left facing uncertainty and had no clear plan for when, or how further internal works would be managed. The landlord missed the opportunity to explain the next steps or confirm whether further monitoring or support would be provided if the mould returned.
40. The landlord's damp and mould policy sets out that it will follow up with residents 3 months after reporting problems to see if the problem has persisted. The approach is reasonable and shows its commitment to monitoring damp in its properties. However, it has not shown it applied its policy following the resident's reports. It missed opportunities to improve communication and provide clearer planning which may have reduced the resident's concerns and helped her feel more supported.
41. Between the landlord logging and responding to the stage 2 complaint, the landlord sent several internal emails. It said its contractor was at fault and refusing to do the works identified. In the landlord's stage 1 response, it said it had put weekly meetings in effect with its contractor. While it is positive that that the landlord was having regular meetings with the contractor, it is unclear how effective these were. The landlord could have been more proactive with addressing its concerns about the status of works. This would have helped prevent the delays the resident had experienced from her initial report in May 2024, and since her complaint in August 2024.
42. When the landlord issued its stage 2 response on 10 December 2024, it apologised for the delay. It acknowledged that the resident had been having problems for more than 3 years and reiterated the steps it had historically taken to resolve the mould. The landlord offered £250 compensation for the

delays the resident experienced and for the number of appointments she had to facilitate. This was paid to the resident in December 2024.

43. Further, the landlord said that the complaint would be a specific point of learning at contractor review meetings. It accepted that the service fell below the standard it aimed to deliver. This response demonstrated some willingness to reflect on the issues raised and indicated a constructive approach to service improvement. However, the response lacked detail on what actions would be taken from learning or how it would ensure similar issues do not happen again. The resident would have been unlikely to have felt that meaningful action would follow.
44. The landlord's response said that the internal damp proofing works were booked for 12 December 2024, and its surveyor would inspect the works when they were completed. Inspecting the completed works was a reasonable and appropriate step to assure the resident and itself of the quality of them.
45. On 12 December 2024, the internal works were completed. However, despite its assurance to inspect the works on completion, the landlord did not do so until 26 March 2025. This was 3 months later and was an unreasonable, particularly given its commitment in its stage 2 response. The delay and ongoing communication problems would have caused further frustration for the resident. Additionally, it would have undermined the resident's confidence and trust in the landlord's repairs service.
46. The resident told the landlord on 31 March 2025 that she was unhappy that the external works were not beginning until later in the year. In response, the landlord explained that the external works would begin in August 2025. It said that the works were extensive, and it had to go through a legal process with leaseholders in the block. It said that the process can be lengthy and needed to happen before the works could begin. Further, it offered the resident an additional visit to discuss the details of the works.
47. The information provided by the landlord was reasonable and the additional visit showed a willingness to support the resident. While the landlord did recognise its failings in its stage 2 response the amount of compensation offered did not go far enough in putting things right. There was a 20-week delay in resolving the mould, which exceeded its timeframes of 28 working days. During this time the resident told the landlord of distress and inconveniences caused, such as being unable to use her bedroom and concerns of the impact on her and her household's health. The landlord has not provided evidence that it considered these impacts on the resident in its response or approach to the repairs. Its communication was poor and often meant the resident spent time and trouble in chasing for updates. The Ombudsman has made a finding of maladministration in relation to the landlord's handling of the resident's

reports of damp and mould. A further order for compensation has been made in addition to what has already been offered. This includes an award for loss of enjoyment of the property, while this Service cannot conclude if the bedroom was habitable or not. The landlord's lack investigation into this would have negatively impacted the resident.

#### *The associated complaint handling*

48. The landlord operates a 2-stage complaints process. Its complaint policy says that it will respond to a stage 1 complaint within 10 working days of it acknowledging the complaint. It will respond at stage 2 within 20 working days of the resident escalating the complaint.
49. The Ombudsman's Complaint Handling Code (the Code) sets out the Ombudsman's expectations for how landlords should handle complaints. The Code encourages landlords to adopt a positive complaint-handling culture that enables it to resolve disputes, improve the quality of services, and ensure that complaints provide an opportunity for learning and improvement.
50. The Code says that if a landlord cannot respond within 20 working days, it must contact the resident and provide a timescale. Extensions cannot exceed 20 working days.
51. The resident complained to the landlord on 22 July 2024. The landlord acknowledged the complaint on 27 July 2024 and responded fully on 8 August 2024. This was appropriate and in line with both its policy and the Code.
52. Part of the resident's stage 2 complaint included that she would like to move if the property was not going to be refurbished. This was due to the distress she was experiencing due to the handling of the mould. However, the landlord failed to respond to this aspect of her complaint in its stage 2 response. It would have been appropriate for the landlord to provide the resident guidance and information about moving. There is no evidence available to show that it ever provided her with an answer to this part of her complaint.
53. The Code outlines that landlords must respond to all points raised in the complaint. Therefore, the landlord's complaint responses were not compliant with the Code. As such, it was a complaint handling failure that the landlord did not fully address the resident's concerns within its responses. It missed an opportunity to investigate her concerns and put things right for her.
54. The resident escalated her complaint on 14 October 2024, and the landlord responded on 10 December 2024. There is no evidence that the landlord communicated its delays or provided an expected response date. However, internal emails provided by the landlord shows it was aware the complaint was

overdue. The resident waited 40 working days and therefore the landlord did not comply with the Code or its policy and is a complaint handling failure.

55. Considering these delays, the resident would have been frustrated. Therefore, the landlord should pay the resident £100 compensation for its complaint handling failures. An order has been made to reflect this.

### **Determination**

56. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was:

- a. maladministration by the landlord regarding the landlord's handling of the resident's reports of damp and mould
- b. service failure by the landlord in its handling of the resident's complaint

### **Orders and recommendations**

57. Within 28 days of this report the landlord is to carry out the following orders and provide evidence of compliance to this Service:

- a. pay the resident compensation of £550 broken down as follows:
  - i. £150 for the landlord's failure to respond to the resident's reports that the bedroom was inhabitable resulting in the resident's loss of enjoyment
  - ii. £300 for the distress and inconvenience caused by its failings relating to the damp and mould
  - iii. £100 for its complaint handling failures
- b. apologise in writing to the resident for the failings identified within this report
- c. to meet with the resident to agree a communication plan, including frequency of updates for ongoing works
- d. provide the resident with an estimated timeframe for external works, and to provide updates on any changes provide timeframes and details of any further internal works if required
- e. provide a response to the resident's request for rehousing, explaining what, if any, options are available to the resident

### **Recommendation**

58. The landlord should review its policies and procedures around contractor management to ensure adequate oversight of the repairs service provided.

59. The landlord should assess the severity of the mould around the resident's bedroom window to take appropriate action in line with its policy and procedure.