

Housing

Ombudsman Service

REPORT

COMPLAINT 202221884

Newark and Sherwood District Council

4 July 2024

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:
 - a. The resident's request for adaptations in the property.
 - b. The resident's reports of asbestos being removed dangerously.
 - c. Repairs to the septic tank.
 - d. Repairs to the roof, which resulted in a leak, damp and mould and damaged personal items.
 - e. Repairs to the stairlift.
 - f. Damp in wet room.

Background

2. The resident is a secure tenant of the landlord. The resident occupies the property, which is a house, with his wife and 3 children.
3. The resident raised a complaint on 17 August 2022 about the landlord's handling of repairs to the drainage in his property. The resident stated that over the previous 3 years, the drain had blocked multiple times which had resulted in his house being flooded with sewage and had left him and his family without showering or toilet facilities. The resident said that work had been done to the septic tank located in the garden in 2019, but that this had not resolved the issue. The resident also raised other repairs issues including holes in the brickwork which had resulted in a wasp nest, holes in the drains at the front of the property, damaged skirting boards following a new kitchen installation and cracking in the ceiling and floors.

4. The landlord issued its stage 1 complaint response on 31 August 2022 and apologised for the time taken to resolve the drainage and repairs issues. It stated that a contractor was due to attend on the same date to repair the septic tank surrounds and that a drain scan had been requested. The landlord stated that an inspection of the kitchen and external repairs had been planned that day. It said that issues with the stairlift had already been attended to. The landlord partially upheld the complaint and offered the resident £50 compensation.
5. The resident escalated his complaint on 29 September 2022 and the landlord issued its stage 2 complaint response on 14 October 2022. The landlord stated that, following a visit to the resident's property on 7 October 2022, a list of repairs and associated actions had been drafted. The landlord attached a separate document with an action plan setting out the agreed work. It stated that while several repairs were already underway, some of these had taken longer than usual. It offered to pay the resident £55 for a pest control bill and concluded that it should have filled gaps in the roof eaves to prevent wasps. It also offered an additional £50 compensation for the inconvenience caused.
6. The landlord carried out a further review of the outstanding repairs issues and wrote to the resident again on 28 October 2022. It listed additional remedial works that it had agreed to carry out, which included renewing carpet on the stairs and landing, professionally cleaning the living room carpet and removing a wasp nest from the loft. The landlord attached an updated action plan for the agreed works. It stated that it would monitor the repairs and contact the resident every 3 weeks to discuss progress.
7. On 4 November 2022 the resident reported that there was water dripping through the ceiling, and that there was evidence of water ingress in the loft. Repairs were carried out to the roof on 20 November 2022. The landlord visited the resident on 24 November 2022 to inspect the outstanding repairs issues. It documented that there was black mould in the bedrooms, and that the resident's daughter suffered from respiratory issues and was sleeping downstairs.
8. On 17 May 2023 the resident informed the landlord that a settlement had been agreed by his contents insurance for damages caused as a result of the leak. However, he stated that this would not cover issues caused by lengthy delays to effect repairs or damages caused by operatives while carrying out the repairs. The resident calculated that the damages amounted to £1,014.99. The resident later stated that additional damage had been caused to 2 items which amounted to £331.50, plus damage to a newly replaced carpet. The evidence indicates that the landlord paid the resident £1,300 to settle these damages in June 2023.

9. The landlord conducted another review of the resident's stage 2 complaint and issued a further outcome on 6 June 2023. It stated that it had undertaken a further review of the complaint and that the repairs listed in the stage 2 response had now been completed. The landlord concluded that it had failed to resolve the matter of damp penetration in the bedrooms, specifically the leaking guttering which took 11 months to resolve. The landlord found that, after the resident reported issues with the roof, it should have taken remedial action to prevent water penetration within 1 week, but this was carried out 4 weeks after the roof repairs were completed. The landlord outlined the work that it had carried out to remedy the flooding in the septic tank, and acknowledged that it had taken some time to find a final resolution to this matter and that it should have arranged for an inspection by a septic tank specialist. The landlord stated that it had replaced carpet and paid £155 compensation to cover the costs of pest control removing a wasp nest. The landlord offered the resident an additional £1,680 compensation. The landlord informed the Ombudsman that the resident has been paid this amount.

10. The resident referred his complaint to the Ombudsman on 29 September 2023. On 10 November 2023 he informed the Ombudsman that the following issues remained outstanding:
 - a. Repairs to the septic tank. The resident stated that this had most recently filled up 3 weeks previously and that there have been more than 30 instances of this happening over the previous 6 years.
 - b. Repairs associated with the solar panel installation including unsafe scaffolding and damage to the roof which caused a leak. The resident said that he has still not been fully compensated for damages.
 - c. Adaptations to the property which the resident stated he had been waiting for for over 18 months.
 - d. Works concerning asbestos were not carried out safely, and the landlord had done nothing to rectify this.
 - e. The resident also raised issues about the landlord's complaint handling, and that no compensation had been paid in recognition of the septic tank issues.

11. In May 2024 the resident also raised the following issues:
 - a. The stairlift had been replaced but it continued to operate on its own. Wires were left exposed which the resident's young child took hold of.
 - b. The wall in the wet room was not properly repaired following a leak that caused damp and mould.

- c. Contractors attended without notice to put scaffolding up, broke into the garden and caused damage to personal items. The landlord apologised; however, no compensation was provided for damages.
 - d. He has been required to redecorate his home numerous times due to the various repairs issues in the property. The resident said that he had mostly been required to cover the costs of this, which has amounted to thousands of pounds.
 - e. The landlord sent his complaint response to another resident, which was a data breach.
12. As a resolution to the complaint, the resident stated that the landlord should apologise and compensate him for the distress and inconvenience caused and for financial losses incurred. The resident also stated that all of the outstanding issues in the property should be rectified.

Assessment and findings

Jurisdiction

13. What we can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme. 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, or part of a complaint, will not be investigated.
14. In accordance with paragraph 42(a) of the Housing Ombudsman Scheme, the Ombudsman may not consider complaints that are made prior to having exhausted a member's complaints procedure.
15. The resident complained to the Ombudsman about delays in progressing an application for adaptations to his property. This included an extension to the rear of the property and adaptations to the front access step. While the Ombudsman acknowledges the issues raised by the resident have been ongoing, the handling of the adaptations was not considered by the landlord within the complaint responses and the complaint has therefore not exhausted the landlord's complaint procedure.
16. Therefore, this complaint is outside of the Ombudsman's jurisdiction and will not be considered as part of this investigation. If the resident remains dissatisfied, he can raise this matter as a new complaint with the landlord.
17. The resident also raised that he had complained about how asbestos was handled in his property during works to the kitchen in 2019. The resident provided email evidence to the Ombudsman which reflects that he raised an expression of dissatisfaction in relation to this matter in December 2019. The

resident reported that despite chasing the landlord, it failed to log a complaint, and eventually told the resident that it would not investigate the issue because more than 6 months had passed.

18. In accordance with paragraph 42(a), the Ombudsman may not consider complaints which, in the Ombudsman's opinion are made prior to having exhausted a member's complaints 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.
19. The complaint has not gone through the landlord's complaint process and the resident did not refer this complaint to the Ombudsman at the time. Given the length of time that has elapsed since this incident, the complaint falls outside of the Ombudsman's jurisdiction.

Scope of investigation

20. There have been extensive repairs issues that have been ongoing since the resident moved into the property in 2019. The resident has complained to the Ombudsman about the landlord's response to various repairs, as well as issues relating to the conduct of contractors and poor workmanship. The Housing Ombudsman Scheme sets out that the Ombudsman may not consider matters that were not brought to the attention of the landlord within a reasonable timescale, usually within 12 months of the issues arising. The resident made a formal complaint in August 2022. Taking all of the circumstances into account, this investigation focuses on events from August 2021 onwards.
21. The Ombudsman is only able to consider issues that were responded to through the landlord's complaints process and that were included in the associated action plans. Any other issues, including those that have arisen since the end of the complaints process, are outside of the scope of this investigation.
22. The resident reported that damages were caused due to a leak in the loft, and that he had not been properly compensated for this. He also reported damages to items in the garden caused by contractors, as well as financial losses for redecoration costs due to repairs issues and poor workmanship. The resident stated that the landlord advised him not to claim on his own contents insurance and that it would cover the cost of the damage caused. The resident therefore pursued a claim through the landlord's liability insurance. However, the resident stated this was loss-adjusted and that he was not compensated sufficiently to replace items like-for-like.
23. Paragraph 42(f) of the Housing Ombudsman Scheme states that the Ombudsman may not consider complaints which, in the Ombudsman's opinion

concern matters where the Ombudsman considers it quicker, fairer, or more effective to seek a remedy through the courts, other tribunal or procedure. It is not the role of the Ombudsman to determine legal liability for damages, and such remedies should be sought through the courts or via an insurance claim. Further, it is outside of the Ombudsman's remit to comment on the outcome or handling of insurance claims as this is outside of the landlord's complaints process. The Ombudsman acknowledges concerns raised by the resident that the cost of damages has not been sufficiently settled, however the resident should seek legal advice if he has concerns about the outcome of the claim. Landlords are entitled to use liability insurance as a means of managing the cost of negligence claims. The resident can make a liability claim for any further damages or financial losses incurred that have not already been raised as part of his previous claim.

24. The resident also raised several expressions of dissatisfaction about repairs and poor workmanship, in particular regarding the manner in which operatives removed loft insulation, the conduct of contractors who entered his garden to install scaffolding and that a contractor left wires exposed following the removal of the stairlift. While these matters relate to the substantive repairs issues, the landlord did not deal with these specific events through its complaints process and, in accordance with paragraph 42(a) of the Scheme (set out above), the Ombudsman is therefore unable to consider them. A recommendation has been made below for the landlord to contact the resident to establish whether he wishes to pursue complaints about these issues.
25. The resident informed the Ombudsman that the landlord had breached his personal data by sending its response to his complaint to another resident of the landlord. Complaints relating to the landlord's handling of a data breach is outside the Ombudsman's jurisdiction as, in accordance with paragraph 42(f) (as set out above), such complaints fall within the jurisdiction of the Information Commissioner's Office (ICO). Therefore, while the Ombudsman can consider the landlord's complaint handling, this investigation will not consider the complaint relating to the landlord's handling of a data breach. The resident should contact the ICO if he wishes to pursue this matter.
26. The resident reported to the landlord that one of his children had a respiratory condition and was required to sleep downstairs due to mould being present in the bedroom. He also raised to the Ombudsman that an operative used bleach to clean mould off the walls, which had resulted in his child developing a rash. While the Ombudsman acknowledges the reports by the resident, it is beyond the expertise of this Service to make a determination on whether there was a direct link between the landlord's handling of the leaks, damp and mould and the health of the resident's children. It is however the role of this Service to assess how the landlord responded to the reports made by the resident, and

whether its response was reasonable and proportionate in all the circumstances of the case. The resident may wish to seek independent advice on making a personal injury claim if he considers that his children's health has been affected by any action or lack thereof by the landlord.

The landlord's handling of repairs to the septic tank.

27. The landlord's responsive repairs policy states it will aim to deliver repairs which are 'right first time' where possible, meaning that no further visits or recalls are necessary, and that the same repair is not reported in the following 6 months. The policy states that there are two main types of repairs: emergency repairs and normal priority repairs. Emergency repairs will be dealt with in 24 hours and include issues such as serious blockages to main drains. The policy states that normal priority repairs are those which may cause inconvenience but are not of an urgent nature and will be completed within 6 weeks. However, it states that in most cases, repairs will be carried out well in advance of the 6-week timeframe.
28. This investigation will consider the resident's reports about issues with the septic tank from August 2021 onwards. However, it is acknowledged that the resident initially reported issues with the septic tank in 2019, and the landlord replaced the tank in June 2020. The landlord also installed an alarm system which was designed to alert the resident when the tank was almost full. However, the resident continued to complain that the septic tank often overflowed, particularly when there was heavy rainfall. He also reported issues with the alarm, particularly in relation to this sounding when the resident was away from the property which caused a disturbance to neighbours.
29. The evidence reflects that the resident reported that the septic tank was full on 2 December 2021, 7 March 2022 and 17 August 2022. On 2 of these occasions, the resident said that he and his family had been unable to use the shower or toilet. While the evidence suggests that arrangements were made for the tank to be emptied following the December and March reports, there is no indication that the landlord considered undertaking further investigations to try to resolve the issue, which would have been appropriate.
30. It is noted that the landlord arranged for an inspection of the drainage after the 17 August 2022 report and complaint from the resident on the same date. While this was an appropriate action, landlords should not wait for complaints to be made before investigating ongoing repairs issues, and should take a proactive approach when potential repairs issues are raised.
31. When the resident raised his complaint, he stated that there had been over 35 instances in the last 3 years of sewage flooding the property due to the septic

tank filling up. He said that his family could be without showering or toilet facilities for 3 days when this happened at the weekend.

32. At stage 1, the landlord stated that its contractor would be attending on 31 August 2022 to advise what works were required to make good the septic tank surround. The evidence suggests that following this inspection, a works order was raised on 8 September 2022 for the tank to be surrounded with concrete and made watertight. It was appropriate for the landlord to arrange for its contractor to inspect and recommend repairs to resolve the issue. However, given that the resident had reported ongoing issues with the septic tank several months prior, this action ought to have been taken sooner.
33. In the stage 2 response dated 14 October 2022, the landlord stated it would complete remedial works to the septic tank and remove old lining that was coming through the earth and level off the garden. In the further stage 2 response dated 28 October 2022, the landlord said it would renew the stairs and landing carpet, which was previously damaged due to sewage entering the property. The landlord did not provide dates for when these remedial works would be carried out. While landlords may not always be able to provide exact dates for repairs, it should endeavour to provide a realistic timeframe to residents for when works will be undertaken.
34. The resident reported that the sewage system had backed up again on 29 October 2022. The resident raised his concerns that as it was Saturday and heavy rain was forecast, his family were going to experience another weekend of smelling sewage in the property and being unable to wash or use the toilet. The landlord responded on 31 October 2022 and said that a request had been made for the tank to be emptied and that it would respond to him further about the repairs.
35. It is evident that the landlord did not deal with the report immediately due to the issue occurring at the weekend. It is noted that the resident's correspondence indicates that the tank had previously filled over the weekend leaving the family without bathroom facilities. The landlord's repairs policy states that out of hours emergency repairs can be reported using its contact centre telephone number. The lack of access to bathroom facilities and the possibility of sewage entering the property would be considered an emergency repair. As such, the landlord ought to have provided advice to the resident about how to report this matter outside of office hours, as well as putting a plan in place for what remedial repairs would be done if the issue occurred over the weekend.
36. The evidence indicates that the septic tank repairs were scheduled for 2 November 2022. This indicates an unreasonable delay between the resident's 17 August 2022 report and the repairs being completed, which was outside of the 6-week timeframe for routine repairs. While it is noted that there were some

delays due to waiting for a quote from the contractor and due to sickness, the landlord should endeavour to ensure such repairs are completed in line with the timeframes stipulated in its repairs policy. This represents a failing by the landlord.

37. On 17 November 2022 the resident reported that repairs to the septic tank that had taken place that day had not resolved the issue, and that rain was entering the inspection hatch and going into the tank. The resident also questioned how access would be gained to empty the tank given that the area was now muddy and flooded. The landlord's emails dated 24 November 2022 indicate that it had requested its contractor to inspect the tank. While a further inspection was appropriate, it is unclear when this took place or what the outcome was. The landlord should ensure it maintains a clear audit trail of repairs appointments. However, no contemporaneous notes of this visit have been provided and it is unclear whether further remedial works took place. This indicates a record keeping failure by the landlord.
38. Within the further stage 2 response dated 6 June 2023, the landlord stated that it had replaced the old septic tank, increased the frequency that the tank was emptied, installed a warning alarm and carried out a CCTV survey and repaired the external pipework leading to the tank. The landlord apologised for the delay in finding a lasting solution and stated that it had acted in good faith to resolve the problem. The landlord offered the resident £100 compensation in recognition of the occasions when there was an internal back up from the septic tank.
39. While the landlord did carry out actions to repair the septic tank, it is clear that the issue has not yet been resolved. The evidence indicates that since the further stage 2 complaint response, the resident has reported more instances of the septic tank filling up. The resident made reports on 24 November 2023, 15 December 2023 and 2 January 2024. The resident informed the Ombudsman that he was without bathroom facilities for 6 days in December 2023, and the landlord advised him to raise a new complaint.
40. The evidence indicates that further CCTV surveys took place in January and March 2024. The March 2024 survey report identified that the tank was in good condition but that there were areas of possible water ingress. The contractor recommended works to resolve the issue. The landlord informed the Ombudsman in April 2024 that it was awaiting a quote for the recommended works.
41. Overall, there were delays in the landlord investigating and conducting repairs of the septic tank. While the recent steps taken by the landlord to investigate the matter were appropriate, it is unreasonable that the issue that was initially reported in 2019 remains ongoing and that a permanent resolution has not yet

been reached. Further, there is no evidence to indicate that the landlord offered to decant the resident when the issue occurred, or that it gave advice about reporting the matter over the weekend. The failings identified amount to maladministration by the landlord.

42. Where there are failings by a landlord, the Ombudsman's role is to consider whether the remedies offered were in line with the Ombudsman's Dispute Resolution Principles: be fair, put things right, and learn from outcomes.
43. The landlord did acknowledge the delays in finding a solution and made some effort to put things right by offering £100 compensation and replacing the resident's carpet. However, the amount offered was insufficient to remedy the impact of the failings.
44. It is evident that the resident and his family have experienced significant distress and inconvenience due to being without toilet and shower facilities, and experiencing sewage entering the property. During the period of time that was considered as part of this investigation, the evidence reflects that the resident made at least 3 reports that he had been left without bathroom facilities. The compensation amount ought to take into account the distress and inconvenience caused due to the loss of the bathroom.
45. Although the landlord had installed an alarm system and arranged more regular appointments for the tank to be emptied, this did not identify the cause of the defect and left the resident vulnerable to the issue reoccurring which is likely to have caused distress and anxiety to the resident and his family. It is clear that the resident has incurred a substantial amount of time and trouble pursuing this matter with the landlord. The resident also described to the Ombudsman the adverse effect that this issue had had on his children's mental health.
46. In order to remedy the impact of the failings identified, the landlord should offer the resident an additional £900 compensation in recognition of the distress and inconvenience caused. The total amount of £1,000 is in line with the Ombudsman remedies guidance for when there was a failure which had a significant impact on the resident.
47. The landlord should take action to complete the outstanding repairs identified as part of the most recent survey. A further order has been made for the landlord to provide a schedule of works to both the resident and the Ombudsman, and to conduct the repairs within a reasonable timeframe. The landlord should arrange for a follow-up inspection to be conducted to ensure the repairs were effective in resolving the issue.
48. The landlord should also learn from the complaint outcome. The landlord identified that it should have employed a septic tank specialist and that it had

changed its procedures to reflect this learning. The landlord has therefore demonstrated that it has made efforts to learn from the complaint outcome, and this should help to resolve such issues at an early opportunity. However, given that the issue remains ongoing for the resident, the learning identified does not appear to have improved the landlord's handling of septic tank repairs. The landlord should therefore undertake a further review of its handling of the repairs and identify whether a procedure should be put in place for how it will respond to, and repair, such issues.

The landlord's handling of roof and guttering repairs.

49. The landlord's responsive repairs policy states that a water leak that cannot be contained will be treated as an emergency repair and that leaking roofs or minor roof repairs will be dealt with as a normal routine repair, which have a response time of 6 weeks. The policy states that it will closely monitor the effectiveness of contractor's operatives and any sub-contractors working in its properties and provide a quality assurance scheme to monitor and report on the quality of workmanship, materials, fixtures and fittings in accordance with the agreed specification.
50. The evidence reflects that the resident experienced several issues with the roof and guttering. The landlord's action plan detailed 3 main issues:
 - a. Gaps in the eaves and concrete crumbling at the roof edge,
 - b. Leaking guttering at the front of the property following a previous repair,
 - c. Damage to the chimney due to unsecure scaffolding and damage to roof tiles following solar panel installation.
51. The evidence reflects that the issues caused damp and mould on the bedroom ceilings and a leak into the loft which damaged personal items. It is noted that the resident made reports of damp and mould prior to the leak.
52. The evidence reflects that in July 2021, the resident reported that large lumps or mortar had fallen from the roof of his property leaving a gap. While the scope of this investigation does not reach back to July 2021, it is relevant to note that this report was made and that the repairs records state that the roof was made safe. It is unclear whether follow-up work was required to fully repair this issue. In the resident's August 2022 complaint, he said that there were holes in the brickwork and drains of his property, which had resulted in wasp nests in his property and flooding to neighbours' gardens.
53. In its stage 1 complaint response, dated 31 August 2022, the landlord stated that an inspection of the external repairs was planned for that day, which was an appropriate action. Following a visit to the resident's property on 7 September 2022, the landlord raised works orders on 12 September 2022 for

repairs to the roof tiles and holes in the brickwork. The landlord documented that these repairs were carried out on 20 November 2022.

54. As part of its final complaint response, the landlord identified that there was a delay in completing the repairs to the gaps between the eaves and the crumbling concrete at the roof edge. Within the action plan, the landlord noted that pest control had to visit 3 times because the landlord did not fill the holes. The landlord stated that the repair was first reported at the end of October and that it should have carried out temporary repairs at this stage. The landlord offered the resident a 50% rent refund in recognition of the 3 weeks during which these repairs were delayed, which amounted to £155.93. The landlord also acknowledged that the delay in filling the holes in the walls and eaves had led to wasp nests in the loft. It acted reasonably by reimbursing the resident for pest control costs.
55. While it is appropriate that the landlord acknowledged this failing and made efforts to put things right, it is evident that the resident reported this repair issue in his August 2022 complaint. This indicates that the issue was not repaired for at least 13 weeks, which is significantly longer than the timeframe identified by the landlord. Consideration has been given to the overall impact on the resident of this delay and it is noted that, on 27 September 2022, the resident reported that there were wasps in his daughters' bedrooms. The landlord identified that pest control attended on 3 occasions due to wasps entering the loft however, it is unclear what dates these visits occurred.
56. Given the distress and inconvenience that this is likely to have caused, the compensation offered was insufficient and there was therefore a failure to properly remedy this complaint. The evidence does not show that the rooms were uninhabitable as a result of this issue and a further rent rebate would not be appropriate. We have therefore applied our remedies guidance for financial redress and an order has been made below for an additional £200 compensation to be paid in recognition of the delay in repairing this issue. Taking into account the overall level of impact on the resident, the total compensation of £355.93 is appropriate to remedy the adverse effect of the failing identified, and is in line with our remedies guidance for when there have been failings that adversely affected the resident.
57. The landlord also identified a failing regarding its response to the resident's reports of leaking guttering. It stated that it had taken 11 months for it to repair this problem and that all 3 bedrooms had been affected by damp and mould. The landlord informed the Ombudsman that a repairs appointment took place which identified that repairs to the guttering were required, and the operative completed a report in relation to the required repairs. However, this report was not passed to the landlord's works planners and the repair was therefore not followed up on. It is unclear on what date the appointment to inspect the

guttering took place. The landlord offered £1,221.41 compensation which was based on 25% of the resident's rent payments, as all 3 bedrooms were still useable.

58. The resident informed the Ombudsman that this issue was not properly repaired until 18 months after the initial report, and that the landlord's offer of compensation was therefore calculated incorrectly.
59. The landlord documented that repairs to the guttering took place during the 20 November 2022 appointment. The landlord's repairs log indicates that mould was cleared off the ceilings on 25 November 2022.
60. The resident reported further issues in February 2022 in relation to the verge end cap which was coming away from the roof. The landlord contacted its roofing contractor on 10 February 2023 and an inspection took place on 16 February 2023, which reflects that the landlord acted quickly when the issue was raised. The landlord's notes dated 29 March 2023 state that the repairs had been completed. There is no evidence to reflect that further repairs took place to the guttering.
61. It is unclear when the guttering issue was initially identified and it is therefore not possible for the Ombudsman to determine whether additional compensation should be awarded for a further 7-month delay in repairing this. It appears that the repairs identified in February 2023 were new issues that had arisen, and there is no indication of excessive delays in completing these repairs. However, the landlord appropriately identified that, prior to this, it did not act in accordance with the timeframes set out in its repairs policy with regard to repairs to the guttering.
62. The evidence suggests that the issue had led to damp and mould in the bedrooms, and it was therefore a serious failing that the landlord did not rectify the issue sooner. When there are failings by a landlord, the Ombudsman's role is to consider whether the remedies already offered are suitable. The compensation offered by the landlord was in line with the Ombudsman's remedies guidance which states amounts in excess of £1,000 should be awarded when there have been serious failings. The compensation offered was therefore reasonable to redress the failing identified.
63. Damage was caused to the roof of the resident's property during the installation of scaffolding and solar panels. The resident reported that the scaffolding had not been put up securely and that it was banging against the chimney breast, causing damage and keeping his children awake. The evidence indicates that roof tiles were also damaged when the solar panels were installed on 4 October 2022 by a third party.

64. The evidence indicates that the landlord contacted the scaffolding contractors who returned on 12 October 2022 to refix the scaffolding. Correspondence between the landlord and the contractor has not been provided, and it is unclear what efforts were made to get the issue resolved urgently. The Ombudsman acknowledges that distress and inconvenience was caused to the resident and his family during the period that the scaffolding was insecurely installed. However, the evidence indicates that the scaffolding was refixed within 2 weeks which does not indicate an excessive delay.
65. The evidence suggests that there was a delay in dealing with the repairs caused during the solar panel installation while it was established whether the third party would undertake the repairs. Correspondence between the landlord and the third party has not been provided and it is therefore unclear what communication took place surrounding the responsibility for repairs, or whether the landlord could have acted with more urgency. On 2 November 2022, the landlord confirmed that its contractor would be carrying out roofing repairs, including the making good of the chimney and tiles that were damaged during the solar panel installation.
66. On 4 November 2022 the resident reported that water was dripping from the ceiling, and that there were signs of water ingress on the joists within the loft. It is unclear whether this leak was caused by damage during the solar panel installation. The landlord stated that there was already an order for the roofing contractor to repair the whole roof, but that a temporary repair had been requested. The evidence indicates that an operative attended within 24 hours and noted that remedial works had been completed, but that the actual problem appeared to be around the guttering at the front of the property. The resident later reported that items stored in the loft were damaged and that the loft insulation was wet.
67. Within its final complaint response, the landlord concluded that it had repaired the roof on 20 November 2022. On 6 December 2022 the resident reported that the ceiling was still leaking in 1 of the bedrooms after rainfall the night before. The landlord acted appropriately by arranging for the contractors to attend and it was identified that there were no areas where water could penetrate. The landlord visited the resident on 7 December 2022 and noted that there were water marks on the ceilings which were likely to be caused by condensation in the loft due to the insulation being wet. The landlord noted that a works order for loft insulation replacement had already been raised, and a request was made for this to be completed as soon as possible given that the roof was confirmed to be watertight. The evidence indicates that this was carried out on 16 December 2022, which was reasonable.
68. While the Ombudsman acknowledges the significant distress and inconvenience caused to the resident due to the leak and the further water

penetration through the ceiling, the landlord acted in line with its repairs policy by arranging an emergency appointment and completing the repairs within 3 weeks. The landlord also acted reasonably by arranging further inspections of the water penetration and renewing the insulation once the loft was watertight.

69. The resident informed the Ombudsman that mould has recently returned to the ceilings. He said that the landlord had inspected and identified that the boards had not been allowed to dry prior to replacing the insulation which had led to further damp. The Ombudsman is unable to consider this issue within this investigation as it occurred following the final stage 2 response. However, a recommendation has been made for the landlord to identify and undertake any works required to resolve this issue.

The landlord's handling of stairlift repairs

70. The landlord's repairs policy states that it will, where possible, reduce the time taken for repairs for disabled customers particularly for faults where the resident's health may quickly be affected if the repairs is not carried out.
71. The evidence indicates that on 9 August 2022 the resident reported that the stairlift was moving up and down without anyone touching it. In an email to the landlord dated 6 September 2022, the resident said that he had first reported this issue over 6 months previously. In more recent correspondence with the Ombudsman, the resident advised that he had been reporting this issue for more than a year prior to September 2022. The landlord informed the Ombudsman that the resident had reported that this issue occurred intermittently which made it difficult to diagnose.
72. The repairs records provided reflect that the resident had reported an issue with the stairlift in March 2022, and that a new printed circuit board (PCB) was required. The notes of the March 2022 issue are limited and it is unclear when this repair was carried out. The landlord's emails dated 9 August 2022 reflect that the resident reported that an engineer had previously installed a new PCB, but that the stairlift had started to move up and down without being touched.
73. In its stage 1 response, the landlord stated that the stairlift repairs had been completed. However, the issue had not been repaired and this finding was therefore incorrect. The resident responded to the landlord and stated that several visits had taken place but the manufacturer did not know how to repair the stairlift. There are no records of reports from the resident or repairs appointments between March and August 2022. The evidence suggests that a repairs appointment took place on 15 August 2022, but no notes of this visit have been provided.

74. On 27 September 2022 the resident reported to the landlord that the stairlift operated at all times without anyone operating it. He stated that the issue had been ongoing for over a year and that contractors had visited multiple times and witnessed the issue but did not know why it was happening. The resident said that during the most recent appointment it was determined that the lift needed to be replaced. He reported that since that appointment, the stairlift had malfunctioned and he had been trapped at the top of the stairs, causing a cut and bruising to his leg. The resident stated that he felt unsafe and that he had been unable to leave his bedroom since this occurred. The evidence indicates that the landlord undertook a fire risk assessment on 30 September 2022, which was an appropriate action. The landlord's notes state that he was assessed as a 'moderate risk' and that an action plan would be completed. The action plan has not been provided to the Ombudsman and it is unclear what steps were put in place to mitigate risk to the resident. An internal email from the landlord dated 6 October 2022 stated that the resident was sleeping on the sofa due to having no stairlift.
75. The evidence indicates that an order for a replacement stairlift was made on 6 October 2022 following approval from an occupational therapist (OT) who confirmed that the stairlift met the resident's needs. The landlord's stage 2 responses dated 14 and 28 October 2022 did not refer directly to repairs to the stairlift. However, within the action plan dated 26 October 2022, the landlord stated that the current stairlift was faulty and a new stairlift should be installed based on the OT's recommendations.
76. In the further stage 2 response dated 6 June 2023, the landlord stated that all outstanding repairs had been completed but it did not comment specifically on the stairlift repairs. However, the updated action plan stated that the new stairlift had been ordered on 6 October 2022, and the target date for installing this was 18 November 2022. The new stairlift was fitted on 22 November 2022 indicating a slight delay. The landlord did not identify any failings regarding its handling of the stairlift repairs.
77. It was reasonable for the landlord to try to repair, rather than replace, the stairlift in the first instance. When it was identified that the stairlift needed to be replaced, the landlord acted appropriately by arranging this in line with an OT's recommendation, and it is acknowledged there would have been some delay that was outside of the landlord's control due to the need to order a new stairlift.
78. However, the landlord has not evidenced that it took action within a reasonable timeframe prior to the new stairlift being fitted. No records have been provided of any repairs appointments between March and August 2022, and the landlord has not evidenced that it took action in a reasonable timeframe following the 9 August 2022 report. While the resident said that inspections took place, no such records have been provided.

79. The landlord should ensure it maintains clear and accurate records of repairs being reported and repairs appointments so that audit trails can be provided. However, the repairs records that the landlord has sent to the Ombudsman in relation to the stairlift are not comprehensive. This amounts to a record keeping failure by the landlord. It is unclear whether records have been maintained and not provided, or whether the lack of evidence is indicative of a failure to keep clear records.
80. More than 3 months elapsed between the August 2022 report and the new stairlift being fitted. While it is accepted that some delay was caused due to waiting for the new stairlift to be ordered, the landlord has not evidenced that it acted swiftly to try to resolve the issue. The evidence provided does not demonstrate that the landlord took an urgent approach, which indicates a service failure.
81. The resident experienced distress and inconvenience due to the landlord's handling of the stairlift repairs. The resident required the use of a fully functioning stairlift, and the faulty stairlift restricted his mobility within the property. Further distress was caused due to the incident in which the stairlift malfunctioned
82. It is also noted that the stairlift was removed in April 2023 so that the carpet could be replaced, and a further fault was identified which meant that the stairlift required repairs. This will have caused additional disruption to the resident.
83. An order has been made below for the landlord to pay the resident £200 compensation which is in accordance with the Ombudsman's remedies guidance for failures which have adversely affected the resident. A further order has been made for the landlord to review its record keeping processes.
84. The resident informed the Ombudsman in May 2024 that the stairlift continues to move without being operated. No evidence has been provided to reflect that the resident continued to report this specific issue to the landlord following the replacement in November 2022. As such, it would not be reasonable for the Ombudsman to find a failure in respect of how the landlord handled the repairs following the replacement as the landlord can only respond to issues it has been made aware of. However, a recommendation has been made below for the landlord to arrange an inspection of the stairlift and complete any required repairs.

The landlord's handling of repairs to the wet room.

85. The resident informed the Ombudsman that he reported damp and mould in the wet room for over 2 years, the cause of which was identified as a leak from an

inlet pipe. The resident stated that the walls were not allowed to dry before repairs were carried out, and that issues with the walls are ongoing.

86. The landlord's action plan for agreed works dated 7 October 2022 stated that there was damp on the external wall of the wet room and that the paint was bubbling. The landlord documented that it would remedy the damp and re-paint the wall. It is unclear whether any action was taken following this. The landlord's notes dated 28 December 2022 state that the resident had reported that there was new mould in the wet room.
87. Within a later updated action plan, the landlord noted that the repair had been withdrawn with the agreement of the resident as the area was a "...very small patch and hasn't increased over time".
88. However, the evidence indicates that the wet room was re-plastered and mould was cleared off the walls on 13 April 2023. The landlord's notes state that damp checks were carried out which showed that there was no damp or condensation present on the walls.
89. It is unclear whether the landlord took action to remedy the damp in the weeks following the 7 October 2022 appointment. Further, the landlord has not provided evidence to reflect the resident's agreement that this repair was not required. The landlord should ensure it maintains clear records if a resident agrees to withdraw a repair. The landlord's records do not provide a clear audit trail of how it dealt with the reported repairs and it is difficult for the Ombudsman to reach a determination on its handling of this matter. However, while the evidence indicates that the landlord did take reasonable action to repair the damp and mould in April 2023, the delay in this action being taken indicates a service failure.
90. The evidence suggests that the area of damp was small which reduces the overall impact on the resident. However, it is noted that the resident incurred time and trouble in pursuing this issue and an order has been made for the landlord to pay £100 compensation in recognition of this.
91. The resident reported that the wall in the wet room had started "breaking up" as, during the previous repairs, the wall was not allowed to dry out. The resident is advised to raise this as a new repair to the landlord.

Determination

92. In accordance with paragraph 42(a) of the Housing Ombudsman Scheme, the resident's complaint about the landlord's handling of the resident's request for adaptations to his property is outside of the Ombudsman's jurisdiction.

93. In accordance with paragraph 42(b) of the Housing Ombudsman Scheme, the resident's complaint about the landlord's handling of the resident's reports of asbestos is outside of the Ombudsman's jurisdiction.
94. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration by the landlord in relation to its handling of the septic tank repairs.
95. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord regarding its handling of repairs to the roof and guttering.
96. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord in relation to its handling of stairlift repairs.
97. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure by the landlord in relation to its handling of repairs to the wet room.

Orders and recommendations

Orders

98. If it has not already done so, the landlord should pay the resident £1,680 offered at stage 2. In addition, the landlord is ordered to pay the resident £1,400, which is made up as follows:
 - a. £900 for repairs to the septic tank.
 - b. £200 for roof repairs.
 - c. £200 for stairlift repairs.
 - d. £100 for wet room repairs.
99. Within 4 weeks, the landlord is ordered to provide a schedule of works to both the resident and the Ombudsman and complete the outstanding repairs to the septic tank that were identified as part of the most recent survey. The landlord should conduct a follow-up inspection to identify whether the repairs were successful in resolving the issue and undertake any further required repairs. This should take place within 4 weeks after the repairs have taken place.
100. Within 4 weeks, the landlord is ordered to conduct a review of its handling of the septic tank repairs and identify whether a process can be put in place to diagnose and fix such issues. The outcome of this review should be provided to the Ombudsman.

101. The landlord should provide evidence of compliance with these orders to the Ombudsman within the timeframes stipulated above.

Recommendations

102. It is recommended that the landlord remedies the damp and mould on the bedroom ceilings and undertakes any works required in the loft to prevent this from reoccurring.

103. It is recommended that the landlord arrange an inspection of the stairlift to identify any faults, which should then be repaired within a reasonable timeframe.

104. It is recommended that the landlord contacts the resident to ask whether he wishes to pursue the following issues as complaints:

- a. The way in which operatives removed loft insulation,
- b. The conduct of operatives who had entered his garden to install scaffolding,
- c. That wires were left exposed following the removal of the stairlift.