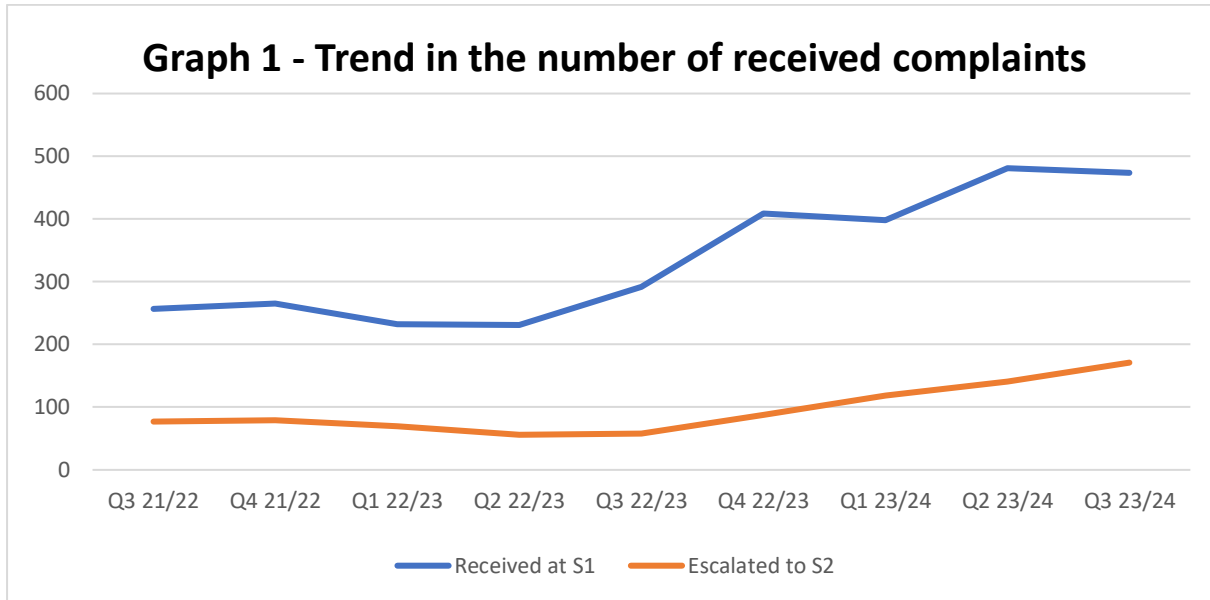
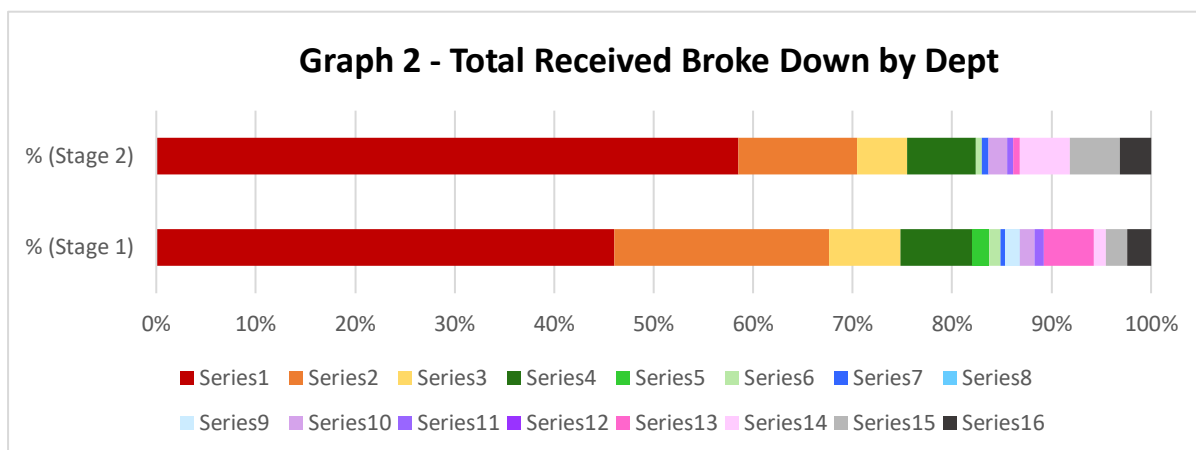


## Complaints report for Quarter 3 (01 September 2023 - 31 December 2023)



Quarter	Received at S1	Escalated to S2	Proportion of escalated complaints	Target
Q3 21/22	257	77	30.0%	10%
Q4 21/22	265	79	29.8%	10%
Q1 22/23	232	70	30.2%	10%
Q2 22/23	231	56	24.2%	10%
Q3 22/23	292	58	19.9%	10%
Q4 22/23	409	88	21.5%	10%
Q1 23/24	398	118	29.6%	25%
Q2 23/24	481	141	29.3%	25%
Q3 23/24	474	171	36.1%	25%

Graph 1 and the accompanying table shows Stage 1 and 2 complaints received covering the period 01 September 2023 - 31 December 2023. Comparison with the previous quarter a year ago Q3 22/23 shows an increase of 180 Stage 1 complaints (62% increase) and an increase of 113 Stage 2 complaints (300% increase). It also shows a decrease of 7 Stage 1 and increase of 30 Stage 2 complaints when compared to the last quarter (Q2 2023/24), the stage 2 is a considerable increase to be monitored, and the stage 1 has stayed relatively the same high amount and expected to continue.



<i>By quarter</i>					
	<b>Total Received by Dept</b>	<b>Stage 1</b>	<b>Stage 2</b>	<b>% (Stage 1)</b>	<b>% (Stage 2)</b>
<b>1</b>	Responsive Repairs	192	93	40.5%	54.4%
<b>2</b>	Planned Works, M & E	90	19	19.0%	11.1%
<b>3</b>	Leasehold Services	30	8	6.3%	4.7%
<b>4</b>	Neighbourhood - London	30	11	6.3%	6.4%
<b>5</b>	Neighbourhood - Hertford	7	0	1.5%	0.0%
<b>6</b>	Voids & Lettings - London	5	1	1.1%	0.6%
<b>7</b>	Voids & Lettings - Hertford	2	1	0.4%	0.6%
<b>8</b>	Income - Hertford	0	0	0.0%	0.0%
<b>9</b>	Income - London	6	0	1.3%	0.0%
<b>10</b>	Intermediate Rent	6	3	1.3%	1.8%
<b>11</b>	Older Persons	4	1	0.8%	0.6%
<b>12</b>	Supported Housing	0	0	0.0%	0.0%
<b>13</b>	SW9	21	1	4.4%	0.6%
<b>14</b>	Central Complaints	5	8	1.1%	4.7%
<b>15</b>	Development	9	8	1.9%	4.7%
<b>16</b>	Contact Centre	47	6	9.9%	3.5%
<b>17</b>	Estates Services	10	5	2.1%	2.9%
<b>18</b>	Miscellaneous	8	0	1.7%	0.0%
<b>19</b>	Damp and Mould	2	6	0.4%	3.5%
	<b>Total</b>	<b>474</b>	<b>171</b>		

A departmental breakdown of complaints received in the quarter is set out in graph 2 together with the accompanying table. Because of the nature of the work, they are involved in Asset Management accounts for 59.5% of the total complaints received at Stage 1. Asset Management is made up of Responsive repairs (40.5%) and Planned Works, M&E (19%) as shown in table above.

Responsive Repairs had 192 at Stage 1, 13 less than Q2 (2023/24), followed by 90 Stage 1 from Planned Works and M&E, which is an increase of 25 from Q2 (2023/24).

In this quarter there were 9,839 1 repairs raised for all responsive repair contractors. This is a decrease of 595 repairs raised compared to the last quarter.

The repairs workforce is MCP our primary repairs contractor, plus our small new framework contractors, Close Brothers and R Benson (Roof repairs only).

We do also raise repairs via a contractor system called Plentific whereby currently some repairs that would be allocated to MCP are being raised via this system.

There were 175 stage 1 complaints in the quarter for these responsive repair contractors 27 less than last quarter, approximately 1.77% of repairs lead to a complaint being logged. Below are tables which provide a full breakdown of the jobs raised for each contractor.

**Stage 1**

COMPLAINTS VS JOBS RAISED	<u>MCP</u>		
	Complaints	Jobs raised	%
<b>October</b>	56	3303	1.70%
<b>November</b>	63	2517	2.50%
<b>December</b>	40	2432	1.64%

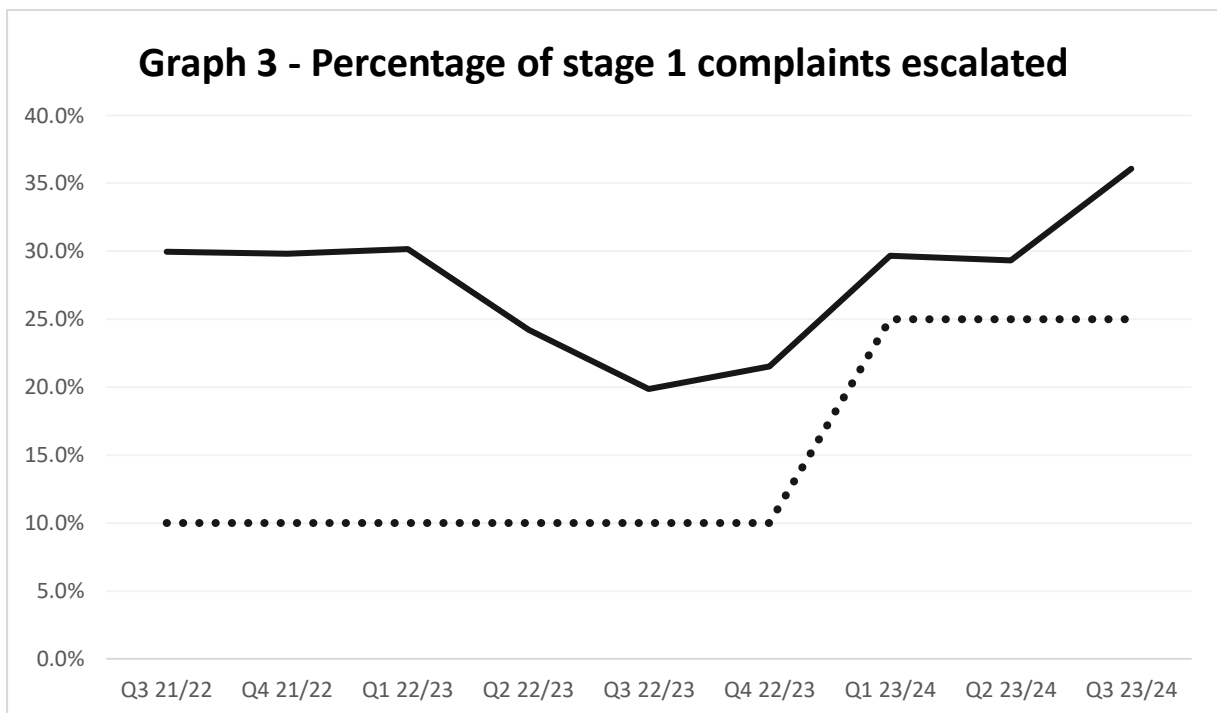
COMPLAINTS VS JOBS RAISED	<u>R Benson</u>		
	Complaints	Jobs raised	%
<b>October</b>	3	131	2.29%
<b>November</b>	4	147	2.72%
<b>December</b>	1	88	1.14%

COMPLAINTS VS JOBS RAISED	<u>Close Brothers</u>		
	Complaints	Jobs raised	%
<b>October</b>	2	112	1.8%
<b>November</b>	1	44	2.3%
<b>December</b>	4	36	11.1%

COMPLAINTS VS JOBS RAISED	<u>Top Coat (TCL)</u>		
	Complaints	Jobs raised	%
<b>October</b>	0	833	0.0%
<b>November</b>	1	85	1.2%
<b>December</b>	0	32	0.0%

COMPLAINTS VS JOBS RAISED	<u>Combined</u>		
	Complaints	Jobs raised	%
<b>October</b>	61	4408	1.38%
<b>November</b>	69	2829	2.44%
<b>December</b>	45	2602	1.73%
<b>Quarter 3 Total</b>	175	9839	1.77%

**Complaints that escalated from Stage 1 to Stage 2**



A total number of 474 Stage 1 complaints were received in Q3 2023/24, 7 less than Q2 2023/24 (481). There were 171 Stage 2 complaints logged, which was 30 more than Q2 2023/24 (141), as referred above this is a considerable increase quarter on quarter and needs to be closely monitored.

## Performance - complaints responded to on time

Performance increased by 4% to 90% for Stage 1 Q3 2023/24. Whilst this has improved we are still failing to meet the target of 95% which can still be attributed to a high level of stage 1 complaints being received and resolved in the quarter.

We have been advising *“given the increase in complaints being received, there has also been increased learning and focus on trying to resolve the complaint as early as possible into the complaints process. Additional feedback and coaching have been provided to assist those completing a complaint investigation (at Stage 1) so they understand the importance of explaining/detailing their findings and resolution.*

*More emphasis has also been placed on ensuring compensation is awarded in line with our compensation policy and the rationale behind compensation awards is shared with residents. Generally, with greater feedback, residents have been more satisfied with the responses they have been receiving, leading to less escalations to Stage 2” (more on this below).*

There has been no change, and this is still something we are working on and are having monthly and quarterly regular complaint meetings with teams to discuss issues and improvements.

SNG Stage 2 performance increased by 1% to 95%.

Overall, SNG Complaints 458 out of 537 combined Stage 1 and Stage 2 complaints (85%) were issued on time, meaning the overall target of 95% was not achieved.

Overall, 32 out of 32 SW9 combined stage 1 and 2 complaints (100%) were issued on time, this is a significant increase on last quarter (76%) but they did have less complaints logged.

Responsive repairs resolved 200 out of their 205 complaints on time showing 98%, which was an increase of 4% on last quarter (Q2 2023/24). This is compared to Planned Works, Compliance and M & E who resolved 68 out of 82 of complaints on time with 83%. which is a 4% increase on the last quarter (Q2 2023/24).

## Stage 1 and 2 Formal Decisions

### Stage 1

Month	Upheld	Not Upheld	Partially Upheld
October	86	77	31
November	96	44	26
December	72	65	21
<b>Totals</b>	<b><u>254</u></b>	<b><u>186</u></b>	<b><u>78</u></b>

Out of the 508 Stage 1 complaints closed in Q3 we determined the outcomes as above. We upheld 49% of our Stage 1 complaints (including upheld and partially upheld).

## Stage 2

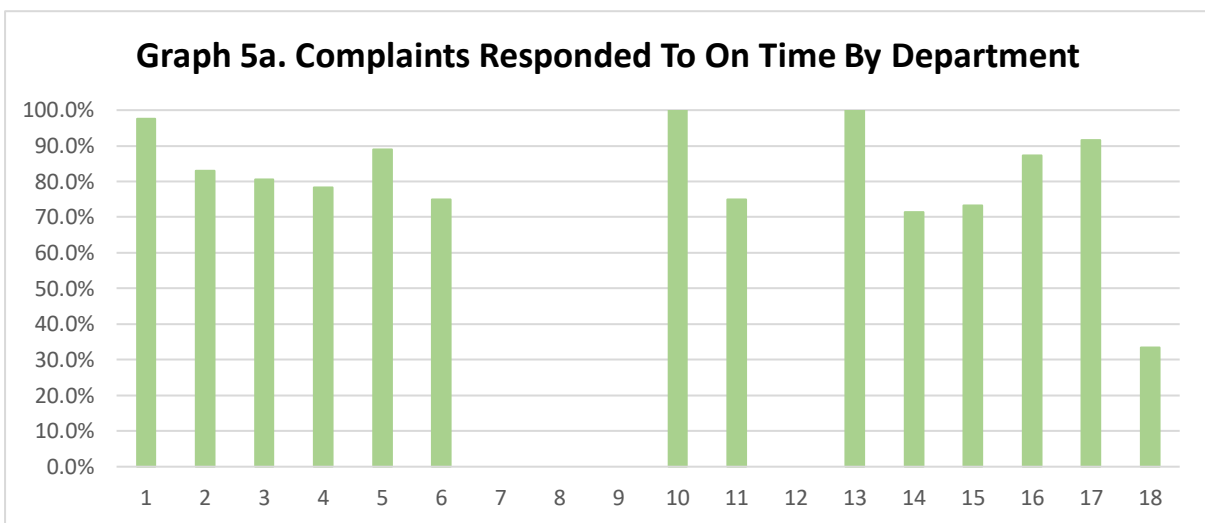
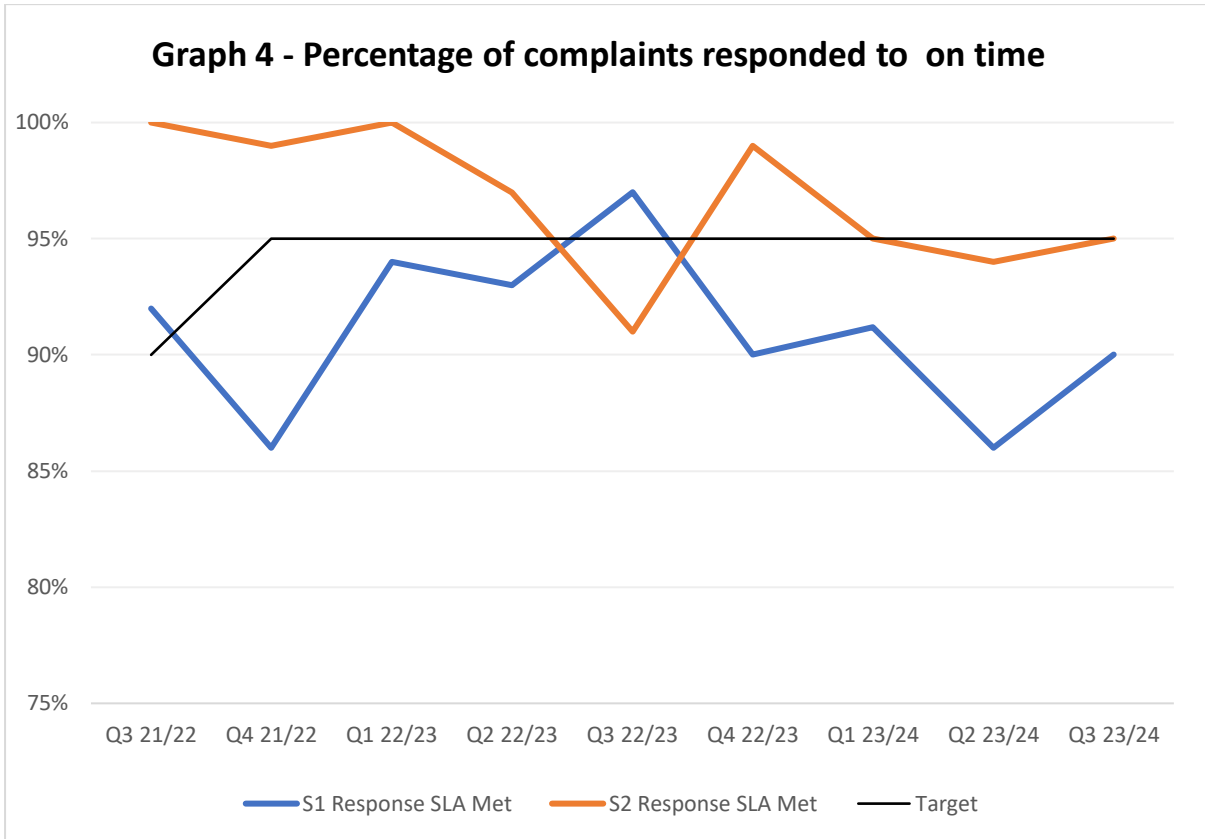
Month	Upheld	Not Upheld	Partially Upheld
October	33	11	8
November	33	9	22
December	28	12	23
<b>Totals</b>	<b><u>94</u></b>	<b><u>32</u></b>	<b><u>53</u></b>

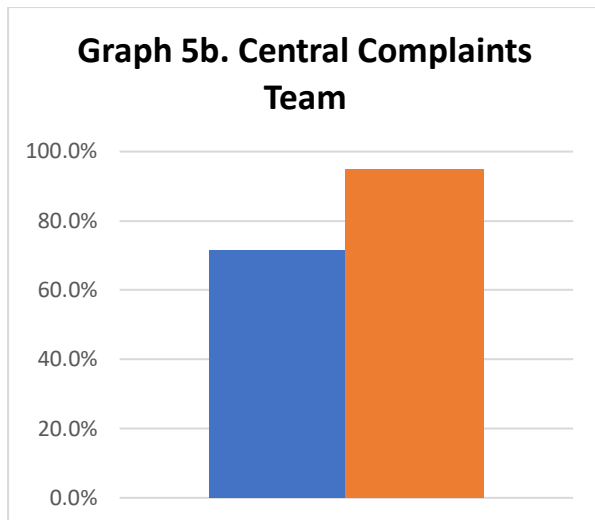
Out of the 161 stage 2 complaints closed in Q3 we determined the outcomes as above. We upheld 53% of our Stage 2 complaints (including upheld and partially upheld).

Quarter	S1 Response SLA Met	S2 Response SLA Met	Target
Q3 21/22	92%	100%	90.00%
Q4 21/22	86%	99%	95.00%
Q1 22/23	94%	100%	95.00%
Q2 22/23	93%	97%	95.00%
Q3 22/23	97%	91%	95.00%
Q4 22/23	90%	99%	95.00%
Q1 23/24	91%	95%	95.00%
Q2 23/24	86%	94%	95.00%
Q3 23/24	90%	95%	95.00%

	Total Resolved by Dept	Stage 1			Stage 2		
		No. on Time	Closed	% On Time	No. on Time	No. Closed	% On Time
<b>1</b>	Responsive Repairs	200	205	97.6%	0	0	N/A
<b>2</b>	Planned Works, M & E	68	82	82.9%	0	0	N/A
<b>3</b>	Leasehold Services	25	31	80.6%	0	0	N/A
<b>4</b>	Neighbourhood - London	29	37	78.4%	0	0	N/A
<b>5</b>	Neighbourhood - Hertford	8	9	88.9%	0	0	N/A
<b>6</b>	Voids & Lettings - London	3	4	75.0%	0	0	N/A
<b>7</b>	Voids & Lettings - Hertford	1	1	N/A	0	0	N/A
<b>8</b>	Income - Hertford	0	0	N/A	0	0	N/A
<b>9</b>	Income - London	4	4	N/A	0	0	N/A
<b>10</b>	Intermediate Rent	9	9	100.0%	0	0	N/A
<b>11</b>	Older Persons	3	4	75.0%	0	0	N/A
<b>12</b>	Supported Housing	0	0	N/A	0	0	N/A
<b>13</b>	SW9	31	31	100.0%	1	1	100.0%
<b>14</b>	Central Complaints	10	14	71.4%	152	160	95.0%
<b>15</b>	Development	11	15	73.3%	0	0	N/A

<b>16</b>	Contact Centre	41	47	87.2%	0	0	N/A
<b>17</b>	Estates Services	11	12	91.7%	0	0	N/A
<b>18</b>	Miscellaneous	1	3	33.3%	0	0	N/A
<b>19</b>	Damp and Mould	10	10	100.0%			
	<b>Total</b>	<b>455</b>	<b>508</b>	<b>89.6%</b>	<b>153</b>	<b>161</b>	<b>95.0%</b>





**Please note that SW9 complete their own Stage 2 complaint responses and all Network Homes are completed by the Central Complaints Team.**

### **Compensation.**

#### **Stage 1**

Compensation can be awarded where, following an investigation, it is identified that our actions or lack of action had a significantly adverse effect on the resident. At Stage 1 £51,529 shown in graph 6 (below) with a comparison to previous quarters. This is an increase of £2,565 on the last quarter (Q3 2023/24). This continued increase is due to the increase of stage 1 complaints received and resolved, and the Ombudsman highlighting compensation, we would prefer to get it right and not have to sward compensation, but where there is a failure, we are ensuring the compensation policy is applied fairly and reasonably.

Once again delay was the highest payment with £22,679 compensation paid out. Distress was £16,616. This is shown in graph 7 along with the rest of the breakdown of categories in the table overleaf.

#### **Stage 2**

We are now reporting on Stage 2 compensation, whilst in the whole this can be seen as addition to all Stage 1 compensation awarded, in some respects it will be new compensation (as none was awarded at Stage 1). Currently we have no way of cross referencing this but gives a good indication of where we are. As the quarters go on there will be more comparable data at Stage 2 same as with Stage 1.

Compensation was awarded at Stage 2 at a total cost of £58,639 this was an increase of £16,084 on Q2 2023/24 shown in graph 7 along with the table. Stage 2 follow suit as per Stage 1 with Delay and Distress taking up most of the total amount.

This is the first time since reporting on stage 2 compensation it has been higher than the stage 1 award, this is in part due to repairs starting compensation after 42 days, and not one calendar month as per repair policy, the 42 days has been added due to issues with our contractor MCP. And in some cases, team snot fully understanding the compensation policy or when to award it. This is something we are constantly working to improve and have recent run a companywide complaint training workshop.



The statement in the last quarterly report: *“Compensation is something that is currently under scrutiny, with the Ombudsman awarding more compensation than ever. We are waiting on an update from the Ombudsman in respect of their own spotlight on Compensation, so we can review and update our Compensation Policy Document to align with their rationale on awarding compensation.*

*It does feel however, that although overall the level of compensation is continuing to increase quarter on quarter, year on year we are still falling short of the Ombudsman’s expectations”.*

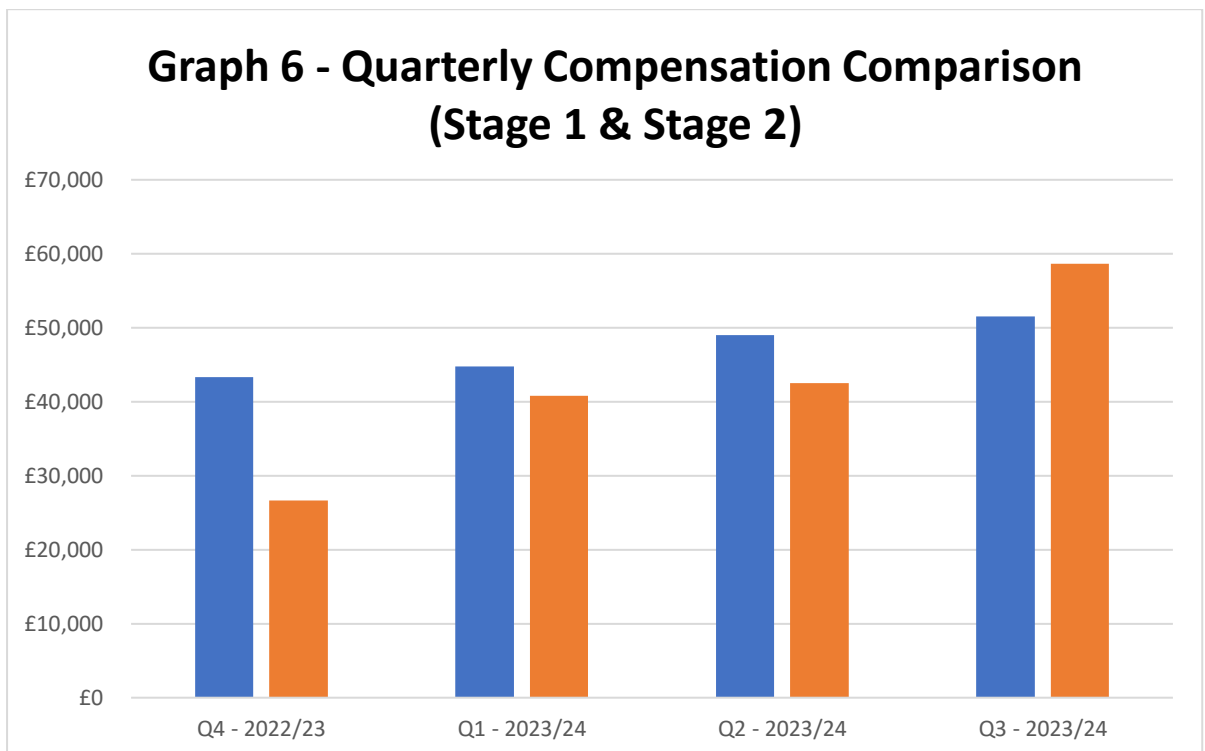
This message continues/remains unchanged.

**Regaining costs from contractors**

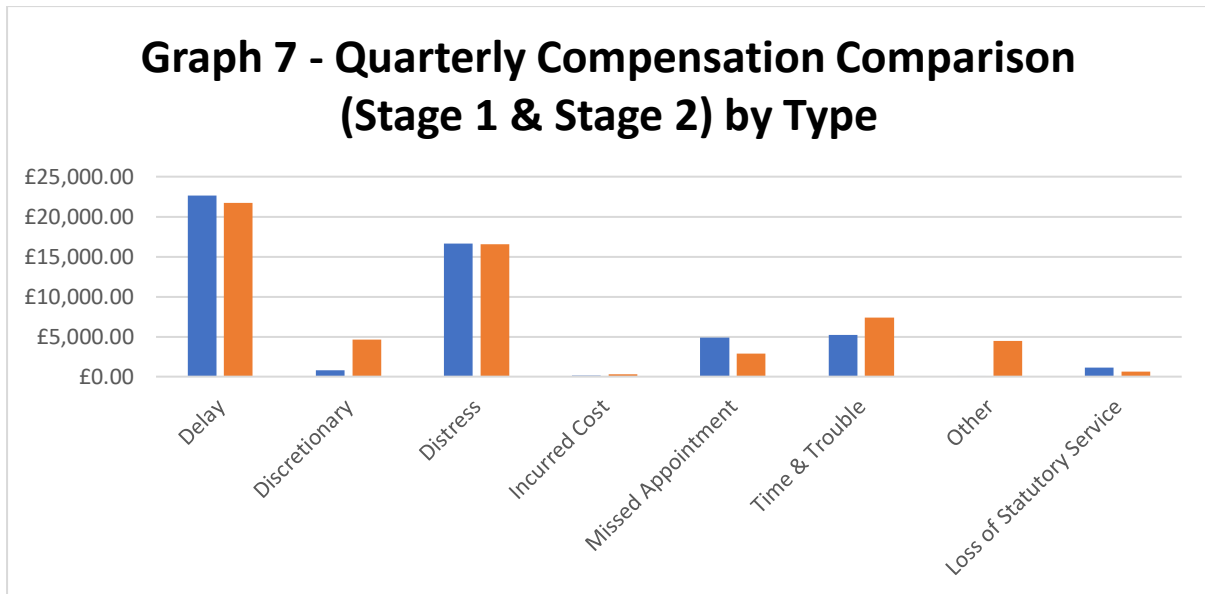
Each month our repairs team track the amount awarded in complaints and request this money back from our contractors. In this quarter (01 September 2023 - 31 December 2023) we are claiming back £53,556.60 worth of compensation so far. Full breakdown below.

This figure accounts for both complaints **and** non-complaints related compensation recharged to a contractor.

<b><u>MCP</u></b>	<b><u>Alternative contractors</u></b>
October 2023 - £17,600	October 2023 - £1,356
November 2023 - £21,465.50	November 2023 - £640
December 2023 – £11,810	December 2023 – £968
<b>Total for Q3 – £50,592.50</b>	<b>Total for Q3 – £2,964</b>



	Stage 1	Stage 2
<b>Q4 - 2022/23</b>	£43,300	£26,678
<b>Q1 - 2023/24</b>	£44,804	£40,840
<b>Q2 - 2023/24</b>	£48,964	£42,555
<b>Q3 - 2023/24</b>	£51,529	£58,639



	<b>October</b>	<b>November</b>	<b>December</b>	Total
<b>Award</b>	<b>Stage 1</b>			
Delay	£9,154.00	£7,405.00	£6,120.00	£22,679.00
Discretionary	£391.30	£290.00	£119.00	£800.30
Distress	£5,535.00	£6,336.00	£4,745.00	£16,616.00
Incurred Cost	£0.00	£97.00	£0.00	£97.00
Missed Appointment	£2,070.00	£1,660.00	£1,170.00	£4,900.00
Time & Trouble	£1,920.00	£1,867.50	£1,466.00	£5,253.50
Other	£30.00	£13.94	£0.00	£43.94
Loss of Statutory Service	£579.14	£180.00	£380.00	£1,139.14
<b>Total</b>	<b>£19,679.44</b>	<b>£17,849.44</b>	<b>£14,000.00</b>	<b>£51,528.88</b>
	<b>October</b>	<b>November</b>	<b>December</b>	Total
<b>Award</b>	<b>Stage 2</b>			
Delay	£5,756.00	£8,324.00	£7,643.00	£21,723.00
Discretionary	£1,462.00	£1,779.00	£1,417.32	£4,658.32
Distress	£3,955.00	£7,223.00	£5,340.00	£16,518.00
Incurred Cost	£0.00	£20.00	£280.00	£300.00

Missed Appointment	£930.00	£930.00	£1,020.00	£2,880.00
Time & Trouble	£1,940.00	£3,099.00	£2,384.00	£7,423.00
Other	£1,393.00	£3,004.00	£110.00	£4,507.00
Loss of Statutory Service	£0.00	£110.00	£520.00	£630.00
<b>Total</b>	£15,436.00	£24,489.00	£18,714.32	£58,639.32
<b>Total S1 and S2</b>				
	£44,402.00			
	£5,458.62			
	£33,134.00			
	£397.00			
	£7,780.00			
	£12,676.50			
	£4,550.94			
	£1,769.14			
	<b>£110,168.20</b>			

In closing on compensation and looking forward we will be looking at completing adhoc/retrospective reviews on compensation payments over £500. This will help ensure learning and consistency on how and when compensation should be awarded. (This is dependent on resource being available).

### **MP and Cllr Enquiries**

63 MP and Councillor enquiries were received in this quarter (Q3 2023/24), 8 more than as in Q2 2023/24. 33 out of 59 (due for response within the quarter) were closed on time which is 56% which was a decrease of 6%.

This is a further decrease from Q2 (2023/24) but the reason for the enquiry responses being issued late was mainly due to the delayed responses from the teams involved, and something we are working on resolving by engaging with the teams earlier into the process and helping where necessary. We have also had a transitional period of staff change which has affected our ability to send responses on time, so this data does not truly reflect the teams/departments involved.

(Table overleaf).

<b>Total Received Broke Down by Dept</b>	<b>Enquiries Received</b>	<b>% (Enquiries)</b>	<b>No. on Time</b>	<b>No. Closed</b>	<b>% On Time</b>
Central Complaints Team	7	11.1%	3	6	50.0%
Development - Aftercare	1	1.6%	0	2	0.0%
Energy Project	0	0.0%	0	0	N/A
Estates Services	2	3.2%	1	1	100%
Fire Safety	0	0.0%	0	0	N/A
Income - London	0	0.0%	0	0	N/A
Income - Hertford	0	0.0%	0	0	N/A
Leasehold Services	2	3.2%	0	1	0.0%
Neighbourhood - Hertford	3	4.8%	0	2	0.0%
Neighbourhood - London	7	11.1%	5	10	50.0%
Older Persons	0	0.0%	0	0	N/A
Planned Works, M & E	6	9.5%	2	8	25.0%
Mental Health	0	0.0%	0	0	N/A
Responsive Repairs	26	41.3%	17	22	77.3%
Voids & Lettings & Handy Person - London	0	0.0%	0	0	N/A
SW9	0	0.0%	0	0	N/A
Building Safety	0	0.0%	0	1	0.0%
Data Protection	0	0.0%	0	0	N/A
Intermediate Rent	1	1.6%	0	1	0.0%
Legal Services/Disrepair	3	4.8%	2	2	N/A
Development - Resales	0	0.0%	0	0	N/A
Dampness Project Team	5	7.9%	3	3	N/A
<b>Total</b>	<b>63</b>	<b>34.9%</b>	<b>33</b>	<b>59</b>	<b>55.9%</b>
<b>Closed</b>	59				
<b>On Time</b>	33				
<b>Percentage on time</b>	55.9%				
<b>Open on 15/01/2024</b>	15				

### **Housing Ombudsman activity and Decisions**

7 formal investigation requests and 4 formal determinations were received in Q3 2023/2024.

Out of the 4 determinations received in the quarter some had multiple determinations, there were 11 decisions in total. These were made up of:

- 1 reasonable redress
- 4 service failure
- 7 maladministration
- 1 Reasonable Redress

Below is a breakdown of the 4 determinations.

### **Ombudsman Determination 1 - Maladministration x 3 and service failure**

The complaint was about.

- Our record keeping. - **Maladministration**
- Handling of the resident's reports of antisocial behaviour (ASB), drug use, and noise nuisance. - **Maladministration**
- Handling of the resident's associated complaint – **Service Failure**
- Our response to the resident's concerns about it labelling her as a habitual complainer and other associated language. – **Maladministration**

#### **Record keeping maladministration**

The evidence we provided was in the form of an excel spreadsheet due to the volume of contact from the resident but on this topic the Ombudsman said it appeared to represent the resident's, rather than our record, as the entries were written from their first person perspective.

We explained the reports were made via social media, and so had been transposed onto the spreadsheet. But we were unable to clarify what its 'notes' column represented and agreed to provide the Ombudsman with our contemporaneous ASB records for the 12 months prior to the resident's complaint. A deadline to provide this information was agreed, and subsequently extended, but never provided.

Clear record keeping is a core function of ASB and wider landlord services. We should have systems in place to maintain accurate and contemporaneous records including resident reports of ASB or noise, and our subsequent response, actions, and rationale.

Our failure to provide appropriate records has severely hampered both the Ombudsman's ability to investigate the resident's complaint, and the resident's ability to seek redress. They had concern that we had been either unwilling or unable to provide appropriate records. As such the Ombudsman found maladministration with record keeping, and ordered we pay £250.

#### **ASB Maladministration**

We provided contemporaneous records that largely consisted of the email exchanges with the resident and their father in the weeks from July 2021 up to complaint being handled between September and November 2021, and that were mainly led by the local authority (LA). And it was appropriate for us to meet with the resident and their father to compile an action plan in collaboration with the LA. As well as for us to provide the action plan to the resident two days later and seek her feedback towards it. This demonstrated a victim centred approach and our partnership working with multiple external agencies. All of this was in line with our policy.

But the resident had been reporting the issues for several years. Of which our complaint responses acknowledged the need for better record keeping, and that we had not always responded to the resident's reports in a timely manner. Our complaint responses described our work with the Police and other agencies, and use of mediation and community protection warnings, and attempts to gain

evidence to support the resident's reports. Because of this we concluded that our actions had been in line with policy.

But our retrospective explanations are not a substitute for contemporaneous records. The resident's dissatisfaction was primarily with what they felt had been the ineffectiveness and "piecemeal" approach of the landlord's actions, rather than a dispute about whether they had occurred or not. They said it may have been the case that we were in line with our policy. However, in the absence of appropriate records the Ombudsman was unable to consider this, and the landlord we therefore acted unreasonably. The order of £250 was to include this maladministration as well.

### **Complaint handling Service Failure**

Our decision to invoke our habitual complaint policy at stage one of the complaint process appeared to be neither fair, nor in line with the policy. The habitual complaints policy stated that it was to be used as a last resort, after it had attempted to resolve a complaint via its complaint process. Whilst the policy was somewhat ambiguous, our use of it part way through the complaint process appeared premature. Along with our failure to offer appropriate redress for our accepted failings, we missed the opportunity to be fair and put things right. They ordered we pay £100

### **Labelling as Habitual Complainant Service Failure**

The resident's email to us on 18 October 2021 highlighted what they felt was our confusion between 'reports' and 'complaints'. It was understandable that having referred to our policy, the resident queried how we could label them as a habitual complainant, when their complaint was only the second that they said they had ever made.

The resident's Subject Access Request (SAR) also revealed attitudes and use of language by some of our officers, that we accepted were unprofessional and inappropriate. This would have been further upsetting for the resident at a time when she was already experiencing significant distress. It was understandable that the resident saw this as a minimisation of their ASB reports, that they felt was reflected in the service they received from us.

The Ombudsman said it would be reasonable for us to consider whether a link exists between the behaviours of some of our officers revealed by the resident's SAR, and the language and labelling of residents that was inherent to its 'habitual complaints policy'. This is why it was a service failure and we were ordered to pay £250.

### **Ombudsman Determination 2 - Reasonable Redress and maladministration**

The complaint was about our handling of reports of two leaks as below.

- A leak from the bathroom, which affected the dining room ceiling. - **Maladministration**
- A leak within the kitchen which affected the kitchen flooring. – **Reasonable Redress**

### **Maladministration**

The bathroom we received a maladministration because we offered £244 compensation, but it was not clear how this was calculated. Whilst we landlord took steps to try to 'put things right' for the resident by arranging an appointment to complete the dining room ceiling repair on 24 October 2022, it was not until March 2023 that this was eventually completed, and therefore, the amount offered

did not take into account the length of time the repair remained outstanding and the inconvenience that this would have caused the resident. We also missed opportunities to identify and remedy the leak at an earlier opportunity.

We were ordered to pay the resident £350 compensation, in addition to the £244 that we credited to the resident's account as part of the final response.

### **Reasonable redress**

Our decision was to not replace the residents flooring and the Ombudsman stated our repair policy states that the floor base is the landlord's responsibility to ensure that the kitchen floor was appropriately repaired, however this did not include the floor coverings. This was also in line with the resident's tenancy agreement.

They state it was not unreasonable for us to signpost the resident to their own contents insurance, or to make a claim through our own insurance provider. And our offer to replace the floor covering, as a gesture of good will, shows that we were trying to resolve the resident's complaint.

The Ombudsman acknowledged the resident's concerns that had the kitchen taps been fitted correctly, the damage would not have occurred. However, based on the evidence provided, they could not determine whether the leak on the mains stopcock was as a direct result of the new taps being fitted, but on how we responded when first notified. As we attended the leak within our service level agreement and resolved the leak, also taking steps to try and resolve the resident's complaint by agreeing to replace the floor covering, a finding of reasonable redress had been made.

### **Ombudsman Decision 3 – Maladministration, Service Failure x 2 and Reasonable Redress**

The complaint was about our handling of the resident's request to:

- Repair the heating system. – **Service Failure**
- Resolve an intermittent humming noise from the plant room. - **Maladministration**
- Increase the compensation offered. – **Service Failure**
- And the level of service provided by us. **Reasonable Redress**

In total we were ordered to pay £1,440 this included the previously offered compensation of £250, this comprised of:

- £160 to reflect the impact on the resident's use and enjoyment of his property for the period the property had no heating.
- £730 to reflect the impact on the resident's use and enjoyment of his property for the period he was disturbed by the humming noise.
- £150 for the resident's time and trouble in chasing updates.
- £300 for the distress and inconvenience caused to the resident.
- £100 for our failure to handle the compensation appropriately.

### **Service failure heating**

We stated we were not responsible for the heating repairs and put pressure on the developer to complete the work. We acknowledged our response times and contact could have been significantly better and offered the resident £250 for both this and the intermittent humming noise. We also noted

the resident was abroad for some of the time contributing to the delay and lessening the impact of not having heating.

The resident advised the Ombudsman while he was abroad his friend could and did provide access. He also did not receive any telephone calls regarding the heating despite calling us while they were away. We did not provide evidence of any appointments or correspondence relating to the heating during this period. So it was not reasonable for us to attribute the resident's holiday as contributing to the delay.

The Ombudsman would expect us to act as an appropriate intermediary coordinating any defect issues between the developer and resident, to ensure that defects were appropriately managed and completed to a satisfactory standard in a satisfactory timeframe. The time taken to resolve the heating issue was 21 weeks. This was not in line with the target date of a week, or our policy promises. As such there was a service failure and an order to pay £160.

### **Maladministration Humming noise**

The Ombudsman note we liaised with the developer and secured a way to dampen the noise levels. They acknowledge the intermittent noise was a difficult issue to resolve and specialist companies were needed to identify the problem and manufacture the solution. We took reasonable steps by installing noise recording equipment and asking the resident to keep a diary. However, the time taken to resolve this issue was over 8 months after our target date, and the resident experienced disturbance for 9 months. We should have ensured the resident was kept informed of the progress of the repair. In emails to us, the resident stated they did not have any proof or visible actions the humming noise was being looked at. This was evidence of our failure and added to resident frustration to the extent they asked for temporary accommodation on at least 5 occasions to try to get some rest. They ordered we pay £730.

### **Request to increase compensation service failure**

They stated that we did not provide any calculation for the £250 awarded at stage 1 and re offered at stage 2.

They said in line with our compensation policy for the heating, the resident should be awarded £20 per week for the 8 weeks without heating from 1 September to 27 October 2021. This equates to £160.

We may have been prudent to revisit the compensation offer following the resolution of the humming noise. In our first complaint responses we acknowledged the enjoyment of the resident's home had been impacted by the humming noise. This, plus the large number of emails the resident made to try to resolve the issue result in it being classified as a high impact. Therefore, in accordance with the landlord's own compensation policy it should have offered 36.5 weeks at £20 per week, equating to £730. As already noted above.

For the service failure in not applying our own compensation policy there was an additional order to pay £100.



## **Level of service provide to resident reasonable redress**

The resident raised complaints to try to resolve these issues. Through the complaint process we had given full responses and complied within our published timescales. In our complaint response we acknowledged the resident had not always received the high level of service they should expect. As such, they found the resident had been offered reasonable redress for the level of service provided by us in the complaints process.

## **Ombudsman determination 4 – Maladministration and Maladministration**

This complaint was about our:

Handling of a decant relating to defects in the resident's home. – **Maladministration**  
Decision not to award a home loss payment as a result of that decant. - **Maladministration**

### **Decant maladministration.**

The Ombudsman noted our allocations policy has a process in place for a management transfer. It is not clear if this process was considered prior to the decant, but it was used in 2022 when the resident faced eviction from the temporary property. The minutes include the criteria which the landlord's housing panel used for the decision. That criteria primarily reference antisocial behaviour as a reason for a management transfer, which they found somewhat concerning. The only other criteria mentioned in the minutes are where a "senior officer from a local authority is making an over-riding request to move a resident." We should review these criteria to ensure circumstances such as medical needs and fire safety, are considered when determining if a management transfer is appropriate.

The resident's complaint resulted in an acknowledgement of poor communication in respect of the withdrawn offers. However there does not seem to be any explanation or investigation as to why no other offers of permanent housing were made to the resident during the decant when we said we intended to find it. There was also no consideration of poor communication in other matters.

The resident received around £13,000 in compensation related to the temporary relocation to another property. They think this compensation relates solely to the disruption caused by such a move and the distress and inconvenience relating to living in what was effectively temporary accommodation.

However, they do not agree this compensates for other failings identified. Therefore, have found that there was maladministration in respect of our failure to consider whether an offer was suitable prior to making it, or investigate why no properties were offered in the 4 years the resident was in temporary housing. And ordered we pay £250.

### **Home Loss Payment Maladministration**

Based on the evidence available that we provided the resident's original allocation of permanent decant status was based jointly on 2 things. The safety defects present in the building; and how these defects impacted the household's safety considering the vulnerabilities present.

The status awarded to the resident should not necessarily be what determines whether a home loss payment is due, although it may be a factor in how a landlord identifies alternative properties. Instead, the actual reason the resident was moved should be the determining factor.

The act dictates that a home loss payment is due when a resident is permanently displaced. That is, as opposed to temporarily displaced with an intention to return. Although the licence agreement said it was a temporary move and the resident was expected to return when the works were completed, the emails indicate that neither the resident nor the landlord expected that to happen. The open-ended nature of the licence agreement also conveyed a degree of permanence to the displacement, which ended up lasting over 4 years.

Case law also says that where there is any causal link between improvement works and permanent displacement, the person would be entitled to a home loss payment. Any change of mind after displacement occurred (eg deciding not to do the works) does not affect the entitlement, providing the move was caused by the expectation of displacement.

In this case, the resident was presented with a permanent decant with a temporary relocation while a permanent property was being found. That decant was, in part, due to safety defects in the property which required improvement works. The fact that we were able to complete the works and offer a return to the original property, before a permanent property was found, would not affect that entitlement. The displacement was intended, and was in the end, permanent. The home loss payment was designed to compensate for such a permanent loss of home and is therefore due in this case. As a result, found maladministration in our decision. They ordered we pay £6,300, which is the relevant amount payable for home loss under the Land Compensation Act 1973 on the date of displacement.

### **Lessons Learnt**

#### **Responsive repairs**

in response to the increased volume of complaints, the complaint team based in this department have established a dedicated inbox that is used only internally and with our contractors to streamline the handling of all repair complaints. This centralised approach ensures that complaints are promptly addressed and efficiently and this change is aimed at providing a more focused and accurate response to our resident whilst also ensuring that we are holding our contractors accountable and reoccurring issues are identified for continuous improvement.

In addition to the new inbox, they have implemented enhanced timelines for complaint resolution. Recognising the importance of timely responses, we have set clear benchmarks for addressing complaints at different stages with our contractors which not only ensures a more efficient process but also demonstrates our commitment to resolving issues in a timely and effective manner.

#### **Neighbourhood London**

They have learnt from the Ombudsman reports regarding antisocial behaviour and the organisation is putting together a noise policy to address noise concerns.

They continue to remind officers to ensure all contact with residents are logged as this helps when they are responding to complaints and have encouraged the team leaders not to leave stage 1 responses till the last minute which might then affect the quality of the stage 1 response.

### **Report completed by**

James Mahaffy, Central Complaints Manager and Adam Tolhurst, Central Complaints Officer