

A man with short grey hair, wearing a grey button-down shirt and a black headset with a microphone, is sitting at a desk. He is looking towards the right side of the frame, smiling slightly. In front of him is a white computer keyboard. The background is a modern office with teal and yellow geometric wall panels and other computer monitors.

OMBUDSMAN REPORTS

Freebridge
COMMUNITY HOUSING

Housing

Ombudsman Service

REPORT



Freebridge Community Housing Limited

21 December 2023

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 concerns the landlords handling of the following:
 - a. Communication with the residents regarding the regeneration work on the estate.
 - b. Request for rental payments.
 - c. The subsequent complaint.

Background and summary of events

2. The residents are joint leaseholders of a ground floor 3-bedroom maisonette flat that they rent to tenants for profit. The flat was purchased in 2004. The building is situated within a large estate which has been subject to a regeneration project from 2012 onwards. The residents have explained that works to the block were originally due to be undertaken in 2017, however the landlord did not proceed. As a result, the residents completed work to the flat ready for it to be relet when, in August 2021, they were informed that the works would commence in 2022.

Communication

3. The landlord's letter of 23 August 2021 advised that it was aiming to start work in January 2022 and would require all properties to be emptied so that it could conduct asbestos checks before the works began. It asked the residents to let it know what assistance they would need for this to be achieved, i.e. alternative accommodation for any tenants, and gave details of who to contact should they require a face-to-face meeting to discuss this.

4. The residents submitted a complaint on 20 September 2021 regarding the landlord's communication. She requested that a copy of the specification of works be provided, and details of what help may be available.
5. The landlord did not log this as a formal response but instead sent a response on 30 September 2021. The landlord apologised if the resident believed it had not been listening to their concerns and confirmed all letters had been considered. It explained that the works would proceed in accordance with the approved planning permission and the design principles used in the earlier phases of the regeneration to other parts of the estate. It advised that the works to the block would involve internal stair cores, installation of new lifts, replacement of all windows and doors, and upgrades and rerouting of all utility services.
6. The landlord explained that it was collaborating with its architects and planners regarding minor amendments that were necessary due to changes in building regulations since the planning permission was granted. It would provide a specification of works once this was finalised, which it anticipated would be in 4-6 weeks. In relation to the request for compensation the landlord requested details of the rent charged and confirmed it would consider the request once this was supplied. The letter also gave details of the appointment of a dedicated point of contact and provided an interim contact in the meantime.
7. The residents contacted the landlord again on 6 October 2021. They raised a number of issues that were responded to on 20 October 2021:
 - a. What was the legal basis for the landlord pausing planned maintenance – the landlord confirmed that the maintenance was paused once the decision to proceed was made so as to reduce service charge costs during the regeneration.
 - b. That no details of the works specification had been provided – the landlord explained that once the main contractor had been appointed the works specification would be confirmed.
 - c. The timescale for the works – the landlord confirmed that this was subject to the successful relocation of all residents, but that it hoped to commence works in early 2022 and complete in summer 2023.
 - d. That details of the procurement and contract time, along with the appointed contractor be provided – the landlord confirmed it was yet to procure a main contractor but was in the process of doing so.
 - e. That they disagreed with certain aspects of the planning reserved matters and wished to be consulted on this matter – the landlord explained that the discharge of the reserved matters in the previous planning application was a

legal obligation and as such there was nothing to consult on. It asked the residents to provide specific details regarding their concerns.

8. The landlord held a meeting for the four leaseholders who had chosen not to sell their flats on 26 October 2021 which the residents attended. The notes of the meeting indicated that concerns were regarding the parking provision being sufficient in the original planning application. This was an area of concern for the residents regarding the reserved matters as the proposed parking was newly located near to the entrance to the flat.
9. On 31 January 2022, the landlord wrote to the residents providing an update on a number of matters. This confirmed that it had consulted with its architects, who advised that consultation did not need to take place on most of the reserved matters, although there were some highway notices and transport issues that would be publicly advertised, and subject to public consultation. Once the proposals were finalised it would provide a copy to the residents. It advised them that it would almost certainly be required to add some parking to the green space.
10. The landlord wrote to the residents on 31 March 2022 confirming it was in the process of emptying the block and finding suitable alternative accommodation for tenants. The start date for the refurbishment to the resident's flat was pushed back to May 2022 as a result. The landlord confirmed that it had a contractor lined up and it had activated its supply chain, so work would start as soon as the last property was clear, and the works were agreed. It would be writing to the residents shortly with the proposals for refurbishment. The landlord welcomed comments so that it could agree the specifications.
11. The consultation for the remainder of the site had also been moved back to ensure that everyone had sufficient time to comment. The design of the final phase was still being worked through, and the landlord would inform the resident when it was about to go live.
12. The landlord held a further meeting for leaseholders on 12 May 2022 giving an update of security and maintenance on the site. The notes recorded that the landlord would investigate the possibility of making some amendments to the existing parking layout as part of the final phase works. The actions from the meeting included that the landlord would arrange an individual meeting with the residents, and the residents would forward a copy of their invoices.
13. On 16 May 2022, the landlord sent out consultation documents to residents, its Board and the local MP providing information from its consultation firm seeking engagement. A press release was issued the following day. Consultation events were held on 25, 26 and 28 May 2022. The consultation feedback included that the residents did not want the refurbishment scheme as approved

as walkways would be in front of their habitable rooms. In addition, they did not want parking in the proposed location. The resident wanted a meeting with an agenda in advance.

14. The landlord wrote to the resident on 16 June 2022 requesting that they contact it to discuss the refurbishment plans for the property. The letter confirmed that meetings with other leaseholders had taken place, and set out the following agenda items for the discussion:
 - a. Feedback from the consultation process.
 - b. Programme and timetable for the refurbishment and extent of works.
 - c. Specification and works to be undertaken in the property.
15. An exchange of letters followed where the residents set out their dissatisfaction with the landlord's communication and its proposed works and the landlord sought to explain and defend its position. It is unclear whether the resident received the letter sent by the landlord on 22 June 2022. The resident attended the landlord's office on 30 June 2022. The landlord's note of this recorded that she was angry and unhappy. She stated that she had no contact from landlord despite it stating a letter had been sent the week before. She raised concerns that trees and shrubs had been removed without consultation, that youths were running about the estate, and she could not get insurance due to the regeneration work. She was still unaware of the plans and had not received an information pack as promised by the landlord.
16. The resident attended the office again on 10 August 2022. This visit resulted in a formal complaint being logged. The complaint form set out two complaints one of which related to the lack of communication regarding the plans for the property and the difficulties she had experienced in getting a response.
17. Although the landlord partially upheld the complaint in relation to this element of the complaint the landlord confirmed that it had made attempts to communicate plans as far as they were developed at each stage of the regeneration project.
18. The residents requested that the complaint be escalated on 23 August 2022. They were dissatisfied with the response as, they believed, the landlord had not adhered to the original refurbishment timetable and were unhappy with the landlord's communication. They stated that they had requested dates and times for meetings on a number of occasions and had been promised an information pack, but nothing had been provided.
19. The residents made a further formal complaint on 8 September 2022 as they felt that they had been excluded from a recent survey and had tried to speak with a director, but this had not been successful. They again asked for a

meeting to discuss the extent of the works and requested the promised pack of information.

20. The landlord final response was issued 16 September 2022. The landlord partially upheld the complaint regarding communication. It explained that the pack had not been provided due to staff absences. The landlord apologized and offered £50 compensation for this failing. It pointed out that it had originally communicated by letter from a director who offered to meet to resolve matters and it believed it had made reasonable efforts to meet the residents.
21. The letter responded to the additional complaint and explained that as it had been unable to meet the residents prior to the survey it had intended to arrange a meeting later to get their views. It stated that there was no intention to exclude the residents from the process and it would provide dates for the meeting in a further letter. This was sent on 26 September 2022 given two alternative dates for a meeting, which took place on 3 October 2022.
22. There is evidence of discussions in October, November 2022, and February 2023 regarding the residents' concerns regarding the parking and walkways. The works commenced in February 2023.

Rental payment

23. The resident's complaint of 20 September 2021 requested that compensation be awarded for the loss of income as they were unable to let the flat, given the impending works.
24. As set out above the residents contacted the landlord again on 6 October 2021 and requested details of any disturbance payment, and how the landlord would deal with rent loss, council tax and energy provider costs. They asked that this be put in writing rather than in a face-to-face meeting. The landlord replied on 20 October 2021 and confirmed that rent loss, council tax, utility standing charges would be reimbursed with immediate effect, backdated to August 2021.
25. The resident attended the office again on 10 August 2022. This visit resulted in a formal complaint being logged. The complaint included the lack of the promised payment of rent. The resident stated that they were owed approximately £12,000. They had tried chasing this up but were yet to receive a response.
26. The landlord partially upheld the complaint in its response on 22 August 2022. The landlord confirmed that there was no requirement in the lease to meet the rental loss payment but that it would compensate the resident for rental income at the Local Housing Allowance (LHA) rate from April 2022. It asked that the resident forward a new invoice from 1 April to 31 August 2022 and invoiced quarterly in arrears from then onwards. The letter confirmed that the landlord

would write to the resident to set up a meeting to discuss the next steps regarding the works.

27. The residents requested that the complaint be escalated on 23 August 2022. They were dissatisfied with the response as the landlord had not adhered to the payment of actual losses as set out in its letter of 20 October 2021. They were also unhappy with the payments in arrears and that payment was limited to the LHA level.
28. The landlord final response was issued 16 September 2022. The landlord believed it had gone beyond its legal obligation in offering rent loss at LHA in arrears from 1 April 2022. It explained that payments in arrears would simplify the process and avoid the need for any future adjustments to payments.

Complaint Handling

29. The residents submitted a formal complaint on 20 September 2021. Although the landlord responded to the points raised it did not log the matter as a formal complaint. The residents noted that they had not received a formal response to their complaint contrary to the landlord's complaints policy in their letter of 6 October 2021. No response to this query has been seen by this Service, although it is noted that only the first page of the landlord's letter has been provided.
30. A second formal complaint was made following the resident's attendance at the landlord's office on 10 August 2022. The complaint form set out the two complaints discussed above. A response was provided on 22 August 2022.
31. The residents requested that the complaint was escalated on 23 August 2022. They were dissatisfied with the response as the landlord had not adhered to the original refurbishment timetable and payment of actual losses as set out in its letter of 20 October 2021. They were also unhappy with the payments in arrears and that payment was limited to the LHA level. They remained dissatisfied with the landlord's communication and stated that they had requested dates and times for meetings on several occasions and had been promised an information pack, but nothing had been provided. They also pointed out that the complaint response was outside the landlord's target timescales.
32. The escalation request was acknowledged on 25 August 2022 and a further complaint was submitted on 8 September 2022 before the final response was issued.
33. The landlord final response was issued 16 September 2022. This responded to the complaints discussed above and also acknowledged the further letter of complaint.

Assessment and findings

Communication

34. The evidence shows a snapshot of the landlord's communication in relation to that last phase of a large-scale regeneration project that took place over a number of years. No evidence of the consultation with residents prior to the decision to go ahead with the regeneration has been provided and, in any event, is outside the scope of this investigation.
35. For the period in question, there is evidence of the landlord communicating with residents and explaining what was happening on numerous occasions. Often this was broad in scope, for example, the resident was told that the works would involve the stair wells, the lifts, replacing the windows and doors, and upgrading all the utilities. The level of detail wanted by the residents, such as when these works would take place, the details of the contractors, and completion dates, was not available at the time the information was provided. There is no criticism of the landlord for its initial communication lacking specific details as this is to be expected and it was taking steps to make sure residents knew what was happening.
36. Further, the landlord instructed a consultation company to run sessions for residents and it is clear that the residents were present at one of these sessions.
37. Whilst the landlord's general communication was adequate, there were times where it failed to communicate as promised: The landlord informed the residents that it would provide the specification of the works once it was available. This set up an expectation that this information would actually be provided at some point. Initially the provision of this information was promised within a 4–6-week period, then later the landlord advised it would be provided once the lead contractor was appointed. Later still it promised the provision of an information pack addressing some of the details but again failed to follow through on its promised action, explaining that this was due to staff ill-health. It is not clear when this documentation was finally provided to the residents.
38. The landlord has acknowledged that there was a service failure in relation to the provision of this information. It has apologised and offered £50 in compensation of the delays. It has therefore provided a reasonable level of redress to put things right for the resident and accepted its own shortcomings.

Rental payments

39. The landlord has explained that there was no legal obligation within the terms of the lease or legislation for it to fund the lost rental payments. Whilst this may be accurate, the agreement to reimburse the lost income formed part of the

landlord's offer to the residents. This was set out in its letter of 20 October 2021 which agreed that this would be paid from August 2021 onwards. The resident was therefore entitled to expect the landlord to deliver what it promised.

40. Unfortunately, the resident had to continue to chase for the promised payment to be made, and the landlord's complaint response referred to the payment as being backdated to August 2022. This was not appropriate as it had already agreed that the payments would commence 12 months earlier. This will have fuelled the resident's frustration and belief that the landlord was seeking to avoid complying with its previous offer.
41. The landlord's decision to restrict the rent level to the Local Housing allowance was fair in the circumstances. This level is based on private market rents paid within the broad rental market area. The landlord was accountable to all its residents in relation to expenditure and linking the rental level to the local housing allowance ensured that the amount reimbursed was justifiable and reflected the organisations social purpose as a provider of social housing.
42. The landlord's request that the resident's submitted invoices in arrears was reasonable. This would provide an audit trail of the payments made to the residents. There were delays in making the payment to the residents, which required time and trouble by the residents to chase the monies owed. This was not appropriate and has not been fully redressed through the landlord's complaint handling.

Complaint handling

43. The landlord failed to recognise the original formal complaint submitted on 20 September 2021. Although it did respond to the issues raised, the matter was not logged as a formal complaint and no formal response was sent. This was not appropriate. Further, the landlord failed to identify this service failure when considering the later complaint.

Determination (decision)

44. In accordance with paragraph 53b of the Housing Ombudsman Scheme the landlord has provided reasonable redress to the resident in relation to its communication regarding the regeneration work on the estate.
45. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was service failure by the landlord in its handling of the following:
 - a. The rental payments
 - b. The complaint.

Reasons

46. The landlord's communication was mostly appropriate as there is evidence of frequent meetings and updates. However, some information was not provided as promised. The landlord has recognised that there was a service failure in this regard and has taken appropriate steps to put things right through its offer of compensation.
47. The landlord gave conflicting information regarding the start date of the reimbursement for the rental payments and there were delays in this payment being made.
48. The landlord failed to deal with the resident's initial complaint through its complaint's procedure.

Orders and recommendations

49. The landlord makes payment as set out in its offer at stage two of the complaint procedure including the compensation of **£50** previously offered to the resident (unless already paid) as this recognised genuine element of service failure and the reasonable redress finding is made on that basis.
50. The landlord pays additional compensation of **£200** in compensation to the resident for the time and trouble caused to the resident by its delays in reimbursing the rental income in a timely fashion (£100) and its poor complaint handling in relation to the complaint of 20 September 2021 (200).
51. The landlord should confirm its compliance with the orders in this case to this Service within **four weeks** of the date of this report.

Housing

Ombudsman Service

REPORT



Freebridge Community Housing Limited

31 January 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 leaseholder 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. This complaint is about:
 - a. The landlord's handling of major regeneration works involving two of the leaseholder's properties, including repairs to the windows of one of them.
 - b. The landlord's handling of the leaseholder's claim for lost rental income and subsequent complaint.
 - c. The landlord's handling of the leaseholder's complaint about its decision not to compensate her for lost rental income.
 - d. The leaseholder's dispute with the landlord about the level of lost rental income she should be paid.
 - e. The leaseholder's concern that the landlord withheld information from her during her acquisition of one of the two properties.
 - f. The leaseholder's concerns about a possible data breach by the landlord.

Jurisdiction

2. What the Ombudsman can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Scheme. When a complaint is brought to this service, the Ombudsman must consider all the circumstances of the case, as there are sometimes reasons why a complaint will not be investigated.

The landlord's handling of major regeneration works involving two of the leaseholder's properties, including repairs to the windows of one of them.

3. The building regeneration at the heart of the leaseholder's complaint was an extensive project to regenerate, rebuild, or replace multiple blocks of flats and

other types of homes owned by the landlord (as freeholder for some of them). The leaseholder holds the leases for several properties, of which two are the focus of this complaint. The landlord has explained that the project started in 2012 and is ongoing, proceeding in multiple phases. At various stages the leaseholder has not been able to let out the properties because of the project work and its impact on them.

4. The leaseholder has explained that during the project she has experienced significant inconvenience, frustration, expense, and lost income by some of the landlord's actions and decisions and their resulting impact on her properties. One of the issues that affected her ability to let out one of the properties (referred to in this report as property A) related to the condition of the windows, which was the landlord's responsibility to resolve. She has explained that the windows were to have been replaced by 2019.
5. In 2021 the leaseholder made a claim to the landlord for lost income relating to the two properties, in light of their un-lettable state (she had already been receiving reimbursement for the second property, property B, but believed the current level was below a fair rate). The landlord declined her claim, and in August 2022 she made a formal complaint about its decision. In support of her complaint she included her dissatisfaction with the landlord's overall handling and management of the project, since the early stages. Her complaint was lengthy and detailed, giving many examples as evidence. Most of the examples related to the period 2013 to 2019, with additional reference to related issues in 2021.
6. The landlord responded to the leaseholder's complaint by changing its decision about her claim, agreeing to provide a level of rental compensation. It centred its response on the claim issue, and did not specifically address the other issues the leaseholder had raised about its management of the project. The basis for the leaseholder's follow up complaint included her dissatisfaction that her comments about the landlord's management had not been addressed. She gave as a further example an issue from 2018 to 2019.
7. The evidence shows that the leaseholder made a previous formal complaint to the landlord in 2019, in relation to a cancelled appointment and communication problems. The landlord apologised, rearranged the appointment, and asked if she wanted to continue her complaint. There was apparently no further action in relation to that complaint. There is no other evidence of a formal complaint to the landlord about its overall management of the project until August 2022.
8. Paragraph 42(c) of the Scheme states that the Ombudsman may not consider complaints which (in the Ombudsman's opinion) were not brought to the attention of the landlord as a formal complaint within a reasonable period which would normally be within 6 months of the matters arising. In this case the

specific issues of concern which the leaseholder complained about to the landlord in August 2022 were historic ones, dated several years or more before her complaint.

9. This paragraph exists because with the passage of time the opportunity to resolve a problem or issue and provide meaningful and proportionate remedies is diminished. This can sometimes be because evidence naturally becomes harder to locate, memories fade, and staff move or leave. Importantly, making a complaint as soon as possible after becoming aware of an issue usually means it can be resolved quickly, and minimise or eliminate any effect on the complainant.
10. Most of the specific issues raised in the 2022 complaint give every indication of being valid concerns, which, if raised at the time, could have possibly led to meaningful changes in the landlord's handling and decreased any ongoing impact on the leaseholder. By 2022 that opportunity had passed. Because of that, in line with paragraph 42(c), this investigation will centre on issues of complaint that arose in late 2021 and in 2022. It will not consider the landlord's historic decisions and management of the regeneration project, or its handling of window repairs in 2019. Reference to these issues in this report are for context and background only.

The leaseholder's concern that the landlord withheld information from her during her acquisition of one of the two properties.

11. Paragraph 42(f) of the Scheme states that the Ombudsman may not consider a complaint which concerns matters where the Ombudsman considers it quicker, fairer, more reasonable, or more effective to seek a remedy through the courts, other tribunal or procedure.
12. In her complaint to the landlord the leaseholder explained that after inspecting property B in 2022 she had concluded that the landlord had withheld information from her about its intentions when she had acquired the property in 2017 (through a swap for a different property). She told the landlord that she felt it should "hold an enquiry into all the events that led to me buying [property B] when vital information (that [the landlord] had a legal obligation to disclose) was deliberately withheld."
13. Purchasing a property (or acquiring it via a legal swap, as here) is a legal process, in which all parties must meet a wide range of formal and statutory obligations. Transparently sharing information is one of the key obligations, and an allegation that this was not done essentially amounts to a claim of misrepresentation. The legal nature of such a transaction, and such an allegation, means that it would almost always need to be resolved through the courts, rather than the complaints process. The courts are more appropriately

placed to effectively consider such concerns because they have the specific knowledge, experience, and powers to robustly interpret and decide on the legal aspects and issues they are based on. In line with paragraph 42(f) this issue will not be considered here.

The leaseholder's dispute with the landlord about the level of lost rental income she should be paid.

14. The leaseholder's complaint in 2022 was triggered by the landlord's initial refusal to compensate her for being unable to rent out property A. After it changed its mind, her complaint centred on the level of rent it planned to pay her for both properties. She supported her complaint with a range of data on rental values and the property market.
15. There are several reasons why the Ombudsman would not consider this issue, including that this Service does not adjudicate on levels of rent, or on complaints which centre on commercial or contractual relationships unconnected to a complainant's occupation of a property for residential purposes (which this complaint, arguably, could at least partly be described as). It is partly because of those reasons that a different organisation is more appropriate to consider this aspect of the complaint.
16. The First-tier Tribunal (Property) deals with disputes in relation to leasehold properties, particularly in relation to rents and other charges. As with the courts, the Tribunal has the specialised knowledge, experience, and powers to robustly interpret and decide on issues such as rent calculations, or similarly complex and specialised leasehold matters. It is likely that the Tribunal is the more appropriate organisation to consider this aspect of the complaint, and enquiries should be directed there. If the Tribunal cannot assist, it should at least be able to better signpost the leaseholder. Accordingly, in line with paragraph 42(f) this investigation does not consider the leaseholder's complaint about the level of rent the landlord has offered to pay her. Any reference to this issue in this report is for context and background only.

The leaseholder's concerns about a possible data breach by the landlord.

17. The leaseholder complained to the landlord that by sharing information about her and her properties with its external solicitors it handled her private data inappropriately.
18. Paragraph 42(j) of the Scheme explains that the Ombudsman will not consider a complaint which falls properly within the jurisdiction of another Ombudsman, regulator, or complaint-handling body.
19. The Information Commissioner's Office (ICO) is the organisation specifically created to protect information rights, including data protection and concerns

that information may have been improperly shared by an organisation. Complaints about such issues can be made to the ICO. Because of that, in line with paragraph 42(j), the leaseholder should make enquiries of the ICO about her concerns if she has not done so already. The matter will not be considered in this report.

Background and summary of events

20. As explained above, the leaseholder has explained that she sent a claim to the landlord in late 2021 asking it to compensate her for the rent she was losing by not being able to let out property A. The actual letter of claim has not been seen in this investigation.
21. In January 2022 the landlord told the leaseholder it was asking its external solicitors to consider the claim (it said it had explained this to her the previous month, but no evidence of that has been seen here). On 3 March the solicitor updated her, explaining what it was doing, and confirming it was acting for the landlord to “deal with the complaint raised by you”. The leaseholder responded saying she did not know why the landlord had instructed solicitors, or that her claim was being classified as a complaint. She asked for more details, and a time frame. The solicitor told her they hoped to send their response a week later.
22. Not having heard anything more the leaseholder chased for updates in early May 2022, especially as to why the solicitor had become involved and what the landlord was doing. The solicitor emailed her on 10 May. They explained that after considering the compensation claim the landlord had decided that there was “no legal justification for them to make any payment to you and that my client is not willing to make any payment for the loss of rental income to you.”
23. The leaseholder responded promptly on 10 May 2022 to the landlord’s decision, disputing it and asking whether the landlord had handled her claim correctly in line with its complaints procedure. The solicitor responded, explaining that the use of the term “complaint” in their original email had been a mistake on their part, and clarified that the landlord had not dealt with the claim as a complaint.
24. After further correspondence the leaseholder complained to the landlord on 24 May 2022. She said that she understood the landlord’s complaint policy and procedure to be a “legally binding contract every bit as binding as those that might appear in a lease or an employment contract”, and complained that the landlord had not adhered to it. The complaint was lengthy and detailed, but in essence, her concern was that her claim for compensation was an expression of dissatisfaction, and therefore the landlord should have treated it as a complaint, as its policy requires.

25. The landlord sent its complaint reply on 10 June 2022. It said that it should have contacted the leaseholder after receiving her claim to clarify the process and avoid any misunderstanding. It apologised for not dealing with the claim under its complaint process and offered £50 compensation for its failing.
26. The leaseholder asked to escalate her complaint because she felt the landlord had incorrectly combined her complaint process complaint with her complaint about its decision not to compensate her for lost income, and was offering her £50 in settlement of both of them. She refused that offer, said the landlord should not have used external parties to deal with her complaint, and complained that the landlord had not said what action it intended to take against the specific staff members who had not followed the correct complaints process.
27. The landlord sent its final complaint response on 6 July 2022. It set out its consideration of the original complaint, and the issues raised in the leaseholder's escalation. It concluded that its original complaint findings were correct, but that it would not provide details about any specific members of staff. It acknowledged that the leaseholder intended to make a separate complaint about the rent claim decision.
28. The leaseholder sent her complaint about the rent claim decision on 1 August 2022. The landlord responded on 22 August. It acknowledged that her complaint contained "many elements", but explained that it understood the overarching concern to be the lost rental income from property A. It explained that it had no formal obligation to provide such compensation, but said that "as the refurbishment gets closer, the prospect of securing a new tenant reduces." Because of that it agreed to compensate her for loss of income for the property since July 2018 to August 2022.
29. The leaseholder accepted the landlord's new decision, but disputed the rental rate it was offering to pay. She was also dissatisfied that the landlord had not addressed all the issues she had set out in support of her claim (and complaint), and asked for an apology from staff for "wasting my time with their highly irregular attempt to involve [the solicitors], that delayed me getting my lost rental issues resolved". She escalated her complaint.
30. The landlord sent its final complaint response on 16 November 2022. It explained that it had reviewed its original complaint findings, and found them to be appropriate and fair. It explained why it would not consider the leaseholder's historic project handling concerns (it did not consider the request for an enquiry to be proportionate, in light of its decision to compensate for at least some lost income). It also explained that it considered its use of solicitors was appropriate in light of the complexity of the compensation issue.

31. The leaseholder remained dissatisfied and brought her complaint to the Ombudsman.

Assessment and findings

Investigation scope

32. The leaseholder's complaints to the landlord and to the Ombudsman were detailed and extensive, referencing and including a wide range of documents, articles, and correspondence. This investigation has considered all of the information and evidence provided by both the leaseholder and the landlord. However, the report will provide only a summary and snapshot of the key elements we consider necessary to explain our conclusions and determination.
33. The leaseholder complained that she felt the landlord had rewritten her complaint questions in order to give the answers it wanted to give. Given the wide ranging and detailed nature of the issues raised, it was inevitable that the landlord would need to condense its responses, for practicality and proportionality. The Ombudsman's investigations are conducted in a similar manner, and for the same reasons the complaint definitions listed in this report are intended as a concise summary of the issues raised by the leaseholder in her complaint.

The landlord's handling of the leaseholder's claim for lost rental income and subsequent complaint.

34. The landlord has separate complaint and compensation policies.
35. The complaints policy states that a complaint is defined as "An expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents." This definition comes from the Ombudsman's Complaint Handling Code (the Code).
36. It is very important to understand that while any expression of dissatisfaction could be considered a complaint (to be addressed through the complaint process), not every such expression should be treated that way. The Code sets out a range of circumstances in which there is a difference between a complaint and a service request, and why it is important to differentiate between them.
37. The compensation policy sets out that there may be times when the landlord decides it is appropriate to offer compensation to tenants and leaseholders. These can include a range of grounds, such as home loss, disturbance, or for financial loss. It sets out the process it should follow when it receives a compensation request. Nothing in the compensation policy states that a claim for compensation must be dealt with as a complaint.

38. In her eventual complaint to the landlord the leaseholder explained her understanding that the landlord's procedures were "legally binding", and from which there could be no exceptions. Because the complaints policy set out that a complaint equalled an expression of dissatisfaction, she believed the landlord had not followed its complaints policy, because her claim, and the grounds for it, were expressions of dissatisfaction.
39. That interpretation is not wholly correct. As stated above, dissatisfaction is often grounds for a complaint, but not always. A landlord has discretion in making such a differentiation, based on the circumstances and nature of the issues being raised. A landlord's policies and procedures are not legally binding. A landlord can sometimes legitimately act differently to its policies and procedures if it has sufficient grounds to justify and defend such action. In some circumstances, it would be a failing for a landlord to blindly follow its policies when the circumstances legitimately called for it to exercise its discretion.
40. In her complaint to the landlord the leaseholder explained that at the time she made it she had "no notion that my claim for lost rents might be construed as a complaint." It appears clear then, that the leaseholder herself did not consider she was making a complaint. Accordingly, it was reasonable for the landlord to treat the claim through its compensation policy rather than as a complaint, because it was a claim for lost income (one of the criteria addressed in the compensation policy). Having done so, the leaseholder then had the opportunity to challenge the compensation decision through the complaints process, which is what she did.
41. Part of the leaseholder's complaint centred on the landlord's use of external solicitors to consider her claim, which she told the landlord was "highly irregular", wasted time, and was not in line with the complaints policy (this issue crossed over between the two separate complaints). It was for the landlord to decide how it considered the claim (or complaint), guided by its policies and procedures and the circumstances. Its compensation policy makes no suggestion that it should not seek such advice, and the nature of the claim meant that it is not surprising the landlord might decide to do so. The landlord explained this in its final complaint response, and nothing in the evidence suggests its action was unreasonable or irregular.
42. The leaseholder's concern that her claim should have been treated as a complaint appears to have been initially raised by the landlord's solicitor's use of the term. The solicitor subsequently explained that was an error, and confirmed the landlord was not treating the claim as a complaint. The explanation was a clear and proportionate response to the mistake.
43. As it was appropriate for the landlord to treat the lost income claim as a compensation request rather than a complaint, it is perplexing why its response

to the complaint on the matter concluded it had acted incorrectly. It apologised for not dealing with the claim as part of its complaints process. It did not explain why or how it had reached that conclusion. Given the leaseholder's misunderstanding of the landlord's policy and process obligations, it was important for it to clearly explain the situation and why it had handled matters the way it did. Its omission in its first complaint response was not identified or remedied in its final one, meaning the landlord left the leaseholder with an unclear and potentially unrealistic understanding of its actions and processes. That lack of explanation was a failing.

44. The landlord's compensation policy calls for it to act within certain time frames, primarily to issue its decision within 10 working days. No evidence of the original claim has been provided for this investigation, or of any immediate response by the landlord. The earliest reference to the claim is an email from the leaseholder on 20 January 2022, in which she said she had not heard from the landlord since she sent the claim in October 2021. The landlord replied the next day, referring to having contacted her on 21 December 2021 and explaining that due to the complex nature of the request it had sought external legal assistance. It acknowledged the time its consideration of the request was taking, but assured the leaseholder it was working on it. The time taken by the landlord to issue its compensation decision was certainly an aspect of the leaseholder's complaint to the landlord, and some of her correspondence makes clear she was dissatisfied with its update frequency. The landlord apologised broadly for its handling of the claim, and so, arguably, the issues of communication and timeliness were included in that apology, but good complaint handling would have been for it to specifically address the point.
45. Overall, it was reasonable for the landlord to deal with the claim in line with its compensation policy, and to seek external advice about it. Its handling of the leaseholder's subsequent complaint was poor, because it did not explain its conclusions, or address the leaseholder's misunderstanding of its complaints policies and procedures.

The landlord's handling of the leaseholder's complaint about its decision not to compensate her for lost rental income.

46. The landlord's original decision not to provide the claimed compensation was brief, and no meaningful details for it were given to the leaseholder.
47. Following its decision the leaseholder complained. She supported her complaint with a wealth of information and arguments. The landlord subsequently changed its mind, and agreed to provide compensation from 2018 to 2022.

48. The only explanation given for the new decision was that in the circumstances of the refurbishment the prospect of “securing a new tenant reduces.” There was no explanation as to how that explanation related to its decision to provide compensation back to 2018 (the relevance of the explanation is not at all clear). There was also no explanation as to why it had changed its decision. Given the seriousness of the claim and complaint, the amount of money involved, and the clear effort the leaseholder had gone to in justifying her claim, it was important for the landlord to explain what facts or circumstances had changed. The lack of explanation meant the complaint response was incomplete.
49. As there was no clear indication of why it changed its decision, it is not possible to assess whether the landlord reasonably acknowledged and remedied any failings, or whether it needed to look beyond the circumstances of the complaint and consider whether anything needed to be ‘put right’ in terms of process or systems to the benefit of all residents (as recommended by the Code).
50. The landlord’s final complaint response centred on the decision to offer the compensation, and did not identify that the change of heart had not been appropriately explained. That was a failing.
51. Part of the complaint to the landlord was that it had not addressed the full range of concerns the leaseholder had raised. In its response the landlord acknowledged that she had raised multiple issues, but explained that it was focusing on what it saw as the primary issue, the lost income claim decision. That explanation was reasonable, and reflects the Ombudsman’s own investigation approach.

Determination (decision)

52. In line with paragraph 52 of the Scheme, there was service failure in the landlord’s:
 - a. Handling of the leaseholder’s claim for lost rental income and subsequent complaint.
 - b. Handling of the leaseholder’s complaint about its decision not to compensate her claim lost rental income.
53. For the reasons set out in this report, the following issues are not in the Ombudsman’s jurisdiction to investigate::
 - c. The landlord’s handling of major regeneration works involving two of the leaseholder’s properties, including repairs to the windows of one of them.
 - d. The leaseholder’s dispute with the landlord about the level of lost rental income she should be paid.

- e. The leaseholder's concern that the landlord withheld information from her during her acquisition of one of the two properties.
- f. The leaseholder's concerns about a possible data breach by the landlord.

Reasons

- 54. It was reasonable for the landlord to deal with the leaseholder's claim of lost rental income in line with its compensation policy, and to seek external advice about it. However, it did not explain its complaint conclusion or clarify the leaseholder's misunderstanding of its policies and procedures.
- 55. The landlord did not explain why it had changed its mind in regard to the leaseholder's claim for lost income.

Orders

- 56. In light of the failings found in this investigation the landlord must pay the leaseholder compensation of £250. This is comprised of:
 - a. £150 for the failings in its handling of the claim for lost rental income and complaint.
 - b. £100 for the failings in its handling of the complaint about its decision not to compensate for lost rental income.
- 57. These amounts are inclusive of the £50 previously offered by the landlord. The compensation must be paid within 4 weeks of this report, and evidence of payment provided to this Service.
- 58. Within 6 weeks the landlord must review the circumstances of this case and the findings in this report. It must explain what changes it has already made to avoid repeating the failings found here, or what changes it intends to make, and by when. This review must be provided to the leaseholder and to this Service.

Housing

Ombudsman Service

REPORT



Freebridge Community Housing Limited

28 November 2023

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 concerns about works following a mutual exchange.
2. The Ombudsman has also considered the landlord's complaint handling.

Background

3. The resident is an assured tenant of the landlord and occupies a 2-bedroom bungalow with her granddaughter. The resident became a tenant by way of mutual exchange. The resident is disabled and has health conditions including limited mobility.
4. As part of the mutual exchange, a video inspection was conducted and sent to the resident on 22 April 2021. The same day the resident stated she would like to accept the property and move in as soon as possible. On 26 April 2021 the landlord contacted the resident to explain that the kitchen and bathroom were due for renewal by March 2022. The same day, the resident stating that she would accept the kitchen and bathroom but mentioned that she had underlying health issues and asked if the bathroom could be done as soon as possible.
5. On 6 May 2021 the local authority, having been contacted by the landlord, emailed the resident stating that the property was suitable; however, it noted that only part of the garden was accessible and would not be adapted in any way during the tenancy. It also noted that the bathroom and kitchen were due for upgrade at some point during the financial year but the landlord was unable to clarify when. The local authority stressed that she would be signing for the property at her own risk as regards the garden, kitchen and bathroom issues.

The resident subsequently signed the deed of assignment on 27 May 2021 and moved into the property on 7 June 2021.

6. On 25 November 2021 the resident made a formal complaint to the landlord. She queried when the kitchen upgrade works would begin and that the landlord had promised to contact her but failed to do so. She also raised concerns about a faulty boiler and not having a functional cooker. The boiler was replaced the same day and a voucher for a new cooker issued on 3 December 2021. The landlord acknowledged the complaint on 8 March 2022.
7. On 4 May 2022, the landlord contacted the resident confirming the kitchen and utility room upgrade had entered its capital works programme. It estimated that this would be installed within the next 3 months. It also confirmed it would also install a standard bathroom suite however the resident indicated she would refuse this as she required a walk-in bath. Subsequently, the local authority confirmed their recommendation for a standard bathroom suite with an over-bath electric shower, to the resident's agreement, which was completed along with the bathroom by 28 June 2022. On 22 July 2022 the landlord noted that the kitchen upgrade had not been completed due to delays necessitated by the asbestos removal and the fact that the resident had contracted COVID-19 and anticipated the completion of kitchen works to be 17 August 2022. The landlord recorded that the kitchen works were fully completed on 24 October 2022.
8. The landlord issued its stage 1 response to the complaint on 27 October 2022. It upheld the complaint insofar as there were delays to the kitchen and bathroom works and apologised for this. It stated the property was accepted as part of a mutual exchange and the resident was aware of the condition and facilities before moving in. Although it had initially said the kitchen and bathroom would be done by March 2022, there was not a significant delay. It offered £450 for inconvenience caused by the delays and poor communication. It also offered £50 for the time taken to resolve her complaint which it acknowledged took longer than expected. With regard to matters subsequently raised by the resident, it said it had not agreed to install a dog flap as this would damage the integrity and fire safety of the door, and that its contractor would contact the resident about fixing the kitchen edgings which had come away.
9. In the resident's escalation request of 31 October 2022, she stated that she was not aware of the extent of the repairs required at the time of the exchange and felt that the survey carried out by the landlord before she moved in was inadequate. The resident rejected the £500 compensation offered because she said she had been left without a suitable bathroom and felt that the difficulties she experienced due to her health issues had not been considered. On the same day, the contractors attended the property and resolved the remaining minor defects including the kitchen cabinet doors and edging on worktops.

10. The landlord issued its stage 2 response on 10 February 2023 in which it reiterated its stage 1 response, in particular that she had accepted the property in its current condition. It appreciated that a video viewing rather than a real life viewing, due to the COVID-19 pandemic, was not ideal but said that no concerns were raised at the time. It acknowledged that there were delays with the upgrades and stated that the offer made in its stage 1 response reflected this. It noted that the resident had since confirmed she was happy with the upgrades and that the edgings in the kitchen had been rectified. It repeated its original offer of £500 compensation.
11. The resident referred her complaint to the Ombudsman on 30 November 2022. She remained unhappy about the upgrade delays, stating that she had been unable to shower properly until the bathroom upgrade was completed. She added that the landlord had provided verbal assurance that it would complete the kitchen and bathroom upgrades promptly and that it would make the property accessible. She said she had not been able to view the extent of the issues because the property was full of belongings. As a resolution to her complaint, the resident wanted the landlord to pave the garden and fence it off. Additionally, she wanted the landlord to put a dog flap into the property.

Assessment and findings

Scope of investigation

12. The Ombudsman acknowledges the resident's comments that she reported mould at the property to the landlord in June 2021 and January 2022. She advised that the issue had been present since she took up the tenancy in June 2021. While this may be the case, this investigation will not seek to investigate damp and mould. Additionally, the resident raised concerns to the Service about the garden and fencing; these, too, will not be investigated.
13. In accordance with paragraph 42 (a) of the Scheme, the Ombudsman may not consider complaints that are made prior to having exhausted the landlord's complaints procedure. In this case, the Service has not seen evidence of the resident formally complaining to the landlord about damp and mould, the garden and the fencing. The landlord has since been in contact with the resident, in October 2023, to arrange appointments to inspect any damp and mould and address her concerns. The resident has also stated that the landlord contacted her on 28 October 2023 and agreed to do a one-off cut of the hedges.

Policies and procedures

14. The landlord's policy and procedure handbook dated May 2020 sets out that it will carry out an assessment of each mutual exchange application. It states that

an inspection of the condition of the current property will also be required prior to an exchange being permitted. Further, it states that all tenants exchanging properties will accept the property 'as seen', with the exception of any necessary priority repairs.

15. Additionally, the mutual exchange checklist document states that the property to exchange with has been viewed by the resident and it is understood that the property is accepted in its present condition, including the standard of cleanliness, decoration and repair. Before the mutual exchange, the landlord should ensure an incoming tenant is content with the inspection and that any required repairs to ensure the property is fit for habitation are carried out within an appropriate time period either before the resident moves in or shortly afterwards, at a time agreed with the resident.
16. The landlord's repair policy categorises repairs into three types:
 - a. Emergency repairs - where health and safety is at immediate risk or a repair that affects structure of building. These will be attended to within 4 hours.
 - b. Urgent repairs - where there is no immediate risk to health or safety of the resident but still needs to be carried out quickly to ensure the risk does not increase. These will be attended to within 24 hours.
 - c. Routine repairs - repairs to carry out a remedy to a defect which can be deferred without causing discomfort, nuisance or inconvenience to the tenant. These will be attended to within 28 calendar days.
17. With respect to planned maintenance, it will contact residents in writing in the first 6 weeks, then subsequently 2 weeks, ahead of the survey, giving an appointment for the survey. It will also send a reminder by text the day prior to the appointment.
18. The landlord will carry out planned maintenance to properties in a commercially efficient way by carrying out a replacement of components as they start to fail in a whole scheme or geographical location but where this is not viable the landlord will replace components by individual home.
19. Each of the components of each home has been allocated a lifecycle based upon its type and expected life. The landlord aims to keep to these lifecycles overall; however, each individual component will be renewed when it is economically viable to do so and at a time where not doing so would unnecessarily cause inconvenience to residents. However, components may not be renewed at a specific date nor replaced exactly like for like.
20. The landlord's compensation policy states that there may be times when it is appropriate to offer compensation to residents, such as when the landlord failed to provide the proper level of service, or it made a mistake that took a long time

to put right or because it needed to do something that would cause inconvenience or discomfort.

The landlord's handling of the resident's concerns about works following a mutual exchange

21. When investigating a complaint, the Ombudsman applies its Dispute Resolution Principles. These are high level good practice guidance developed from the Ombudsman's experience of resolving disputes, for use by everyone involved in the complaints process. There are three principles driving effective dispute resolution:
 - a. Be fair - treat people fairly and follow fair processes.
 - b. Put things right.
 - c. Learn from outcomes.
22. The Ombudsman must first consider whether a failing on the part of the landlord occurred and, if so, whether this led to any adverse effect or detriment to the resident. If it is found that a failing did lead to an adverse effect, the investigation will then consider whether the landlord has taken enough action to 'put things right' and 'learn from outcomes'.
23. The mutual exchange involved 4 sets of residents, including some tenants from other landlords. The incoming tenant (the resident) was a tenant from another landlord. The mutual exchange documentation notes that permission was given by the landlord for the exchange subject to conditions including a satisfactory inspection and agreement from the other landlords.
24. The landlord acted appropriately by carrying out a video inspection in April 2021, in line with COVID-19 guidelines at the time, which it duly sent the resident. On 22 April 2021 the resident stated she was happy with the property and that she would like to accept it. The Service has viewed the inspection video which shows a member of landlord staff agreeing to upgrade the bathroom and kitchen.
25. The resident has mobility issues and asserts that the landlord did not make the property accessible before she moved in and that the garden was unsafe for her and her granddaughter. The local authority clearly explained to the resident prior to her signing the deed of assignment that only part of the garden would be accessible and that the landlord would not adapt the garden in any way during tenancy. It also explained that the bathroom and kitchen were due an upgrade at some point during the financial year but that the landlord was unable to clarify when this would take place. Further, the local authority stated that she must take all this into account before accepting the property. The landlord acted fairly by working in partnership with the local authority and

ensuring that the resident was aware of what she was taking on before agreeing to the mutual exchange.

26. On 27 May 2021 the resident signed the deed of assignment which set out that she was now responsible for the terms in the tenancy agreement. The accompanying mutual exchange checklist shows that she inspected the property and that she understood it would be accepted in its present state of decoration and repair. Therefore, if the resident was not satisfied with the condition of the property, as presented in the video inspection, she did not have to accept the tenancy.
27. Additionally, as the mutual exchange checklist or inspection did not document any significant repair issues, in the Ombudsman's opinion it was reasonable for the landlord to allow the mutual exchange to proceed. Overall, the landlord acted appropriately during the mutual exchange process and followed its published policies.
28. The resident has expressed concern that the landlord's checks before the mutual exchange were inadequate. She believed that the bathroom and kitchen renewal works should have been carried out before or shortly after she moved in. Indeed, the resident has indicated that she was told verbally by landlord staff that the bathroom and kitchen upgrades would be carried out much sooner than March 2022. However, there is no evidence to support this. The Service has seen emails of April 2021 from the landlord setting out that the kitchen and bathroom were due for renewal but that it could be any time "between now and March 2022". It is reasonable to conclude that the resident was aware during the mutual exchange process that the bathroom and kitchen may not be upgraded before March 2022.
29. It is not disputed that before the mutual exchange, the landlord carried out an inspection where it satisfied itself as to the general property condition. Given that there were restrictions due to COVID-19, it was reasonable for the landlord to conduct a video inspection. Further, the landlord was entitled to rely on the opinion of the first-hand assessments of its staff, and this demonstrated that it fulfilled its policy to inspect a property before a mutual exchange. This also shows the landlord had an opportunity to identify if there were any issues.
30. This investigation further notes that no concerns were reported by the resident with regard to the kitchen upgrade until 25 November 2021, over 5 months after the resident moved into the property, which appears to confirm that neither the kitchen nor bathroom were in an unreasonable condition at the time of the mutual exchange. She also raised concerns about the cooker and boiler. The landlord promptly arranged the repair of the boiler the same day and noted that the cooker in situ was gifted by the former tenant. Nevertheless, it offered to provide a replacement cooker for which it provided a voucher on 3 December

2021 which it subsequently installed on 8 December 2021. This was a satisfactory approach.

31. On moving into the property, the resident raised a number of repairs over several months. These included repairs to the sink, taps, waste fittings, drain and gully blockages, boiler faults, sockets, and replacement windows. From the landlord's repair records, it attended to these within a reasonable timescale. The landlord acted fairly by resolving these repairs often within the same day or the next working day, and necessary repairs were carried out in line with its repairs policy.
32. The landlord's surveyor visited the resident on 3 December 2021 to discuss the timescale for the kitchen replacement. It raised work orders for the kitchen and bathroom upgrades on 6 April 2022 and 4 May 2022 respectively, and a member of staff agreed she would call the resident bi-weekly until the upgrade works had been completed. On 14 June 2022, the works on site commenced.
33. On 29 June 2022, the landlord obtained a quotation for removal of asbestos which was present in some tiles/adhesive in the kitchen; this was removed on 6 July 2022 and a statement of cleanliness issued on 12 July 2022. Following this, the landlord carried out the kitchen upgrade and a post inspection of the works was carried out by both landlord and contractor on 24 August 2022. A number of snagging issues were identified for the contractor to resolve and they informed the landlord 2 days later that it had completed all the works.
34. On 5 September 2022, the landlord contacted its surveyor, copying in the resident. It stated that all programmed bathroom works had been done to the resident's satisfaction with the exception of the chain missing from the bath plug. On 14 October 2022, the resident mentioned that the wrong screws had been used in the kitchen which the contractor duly remedied. The landlord acted appropriately by post inspecting the works and making its contractor rectify any issues identified as incomplete or not up to standard.
35. Overall, the bathroom was completed on 28 June 2022 around 3 months after its intended completion date, while the completed kitchen was signed off on 24 October 2022 around 7 months after its intended completion date. The landlord acknowledged the delays and apologised. These delays undeniably caused upset to the resident; however, the landlord made it clear to her at the outset that these upgrades might not be carried out until March 2022. There were then added complications:
 - a. That asbestos was found to be present in the kitchen which needed to be removed before work could begin. However, the landlord acted appropriately and swiftly by requesting a quotation for the asbestos removal

on 30 June 2022 and arranging for its removal to take place on 6 July 2022 before allowing the kitchen works to commence.

- b. That the resident contracted COVID-19 around 22 July 2022 and landlord's contractors had to suspend works. The landlord's surveyor informed the contractors when the resident was testing negative and the kitchen works then continued. This was unfortunate but was a delay that cannot be attributed to the landlord. It is noted that the resident proactively contacted the landlord to inform it that she had contracted COVID-19; this is clearly a resident who was concerned that she should not cause others to contract it.
36. Although the original target dates were missed, the landlord stated that the resident had access to a functional bathroom and toilet for the period prior to the upgrade, and it is noted that, prior to moving in, the resident was happy to accept the property in the condition that it was. The landlord has, in its responses to the complaint, made an offer of compensation of £450 for the delays and its failure to update the resident regularly about this, which the Service considers to be in line with both the landlord's compensation policy and our remedies guidance, the latter of which awards of between £100 to £600 compensation should be made where there was a failure which adversely affected the resident. It is noted that the upgrades were fully completed by October 2022 and there are no outstanding concerns about the kitchen or bathroom.
37. The landlord identified areas of failing and necessary learning in its stage 1 response. It acknowledged it had failed to keep the resident updated with what had happened in terms of her complaint and in relation to the progress of the kitchen and bathroom renewal. The landlord apologised for this and stated it would establish better communication with its contractor and internally to ensure that residents are in future kept updated. This would be achieved through training and coaching.
38. The Service notes that the landlord treated the resident fairly by providing her with a voucher for an electric cooker, which was installed on 8 December 2021. Further, in August 2022, the landlord's contractors were undertaking works to the kitchen and, after moving the freezer back, failed to plug it in. The landlord acted fairly by paying the resident £150 compensation for the loss of frozen food. This was a satisfactory approach. With regard to the landlord's refusal to install a dog flap in the back door, since this would compromise the integrity of a fire door, this was not an unreasonable response to this issue. While the landlord is not obligated to fit adaptations for pets including dog flaps into properties, it could explore alternative options and discuss them with the resident. In this regard, a recommendation has been made.

The landlord's handling of the complaint

39. The landlord's complaints policy states that upon receiving a complaint it will acknowledge the complaint within 5 working days. It aims to provide a full written stage 1 response within 10 working days from receipt of complaint. If the complainant remains dissatisfied, they may ask for an escalation within 60 days of the date of the stage 1 decision. Upon receiving an acceptable escalation request, it will acknowledge the stage 2 complaint within 3 working days. The stage 2 investigation will be carried out by a director and a stage 2 (final) response provided within 20 working days from the date of the escalation request.
40. The resident made a formal complaint about the kitchen on 25 November 2021. The landlord logged this as a stage 1 complaint on 8 March 2022 and issued its stage 1 response on 27 October 2022. The landlord did not provide acknowledgment in 5 working days in line with its complaints policy. Moreover, it took over 11 months to issue its stage 1 response, which was significantly outside its aim of 10 working days. This would have caused distress to the resident.
41. The Ombudsman would expect that on receiving a formal complaint, the landlord will respond in the timescale set out in its policy and outline the dates the relevant works repairs would commence. The landlord failed to do this. Had the landlord investigated the complaint sooner, it could have explained that the works may take longer than March 2022 and this would have managed the resident's expectations.
42. The resident asked to escalate her complaint on 31 October 2022. As she did not hear back from the landlord within a month, she referred her complaint to the Service. The landlord acknowledged the stage 2 complaint on 5 January 2023, well outside its complaints policy, and issued its final response on 10 February 2023. Again, this was outside its complaints policy. These delays in acknowledging the escalation request and in providing its stage 2 response would have caused distress to the resident. The resident may have felt ignored or that her complaint was not being taken seriously.
43. The landlord apologised for the delays and offered £50 compensation. It was appropriate to apologize but it did not provide an explanation for the delays; additionally, its offer of £50 did not fully reflect the detriment to the resident.
44. Overall, the landlord's complaint handling was unsatisfactory. There were delays in responding to the complaint in both its formal responses and in light of this, it appears that the landlord does not have adequate systems in place to comply with its own complaints policy. This amounts to service failure and an order is made below in line with the Ombudsman's remedies guidance which suggests that compensation from £50-100 is appropriate for instances of

service failure that have caused distress or inconvenience but may not have significantly affected the overall outcome for the resident.

45. While the landlord identified the delay in issuing its stage 1 decision and offered £50, this was disproportionate to its failings and does not reflect the distress caused to the resident. An order has been made to remedy.

Determination

46. In accordance with paragraph 53 (b) of the Scheme, the landlord has made an offer of redress with regard to its handling of the resident's concerns about works following a mutual exchange, which in the Ombudsman's opinion, resolves the complaint satisfactorily.
47. In accordance with paragraph 52 of the Scheme, there was service failure in the landlord's complaint handling.

Order

48. Within 28 days of the date of this report, the landlord must pay the resident a further £100 for the failings identified in its complaint handling and provide the Service with evidence that it has attempted to make the above payment.

Recommendations

49. The landlord should:
- a. Pay the resident £500 offered in its stage 2 response, if it has not done so already.
 - b. Review its record keeping processes to ensure appropriate recording of, handling of and responses to complaints and delivery of operational service and consider, if has not done so already, implementing a Knowledge and Information Management Strategy. This is discussed in the Ombudsman's Spotlight report on Knowledge and Information Management (KIM).
 - c. Provide the Service with details of the training it undertook to establish better communication with its contractor and internal staff to ensure updates reach residents within an appropriate timespan.
 - d. Consider contacting the resident about her request for a dog flap in order to identify if there is an alternative that would allow her dogs to move in and out of the property without her getting up, which does not compromise the integrity of a fire door. The resident has indicated she is happy to pay for such a solution by way of addition to her rent.