

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202226969*

*Six Town Housing Limited*

*30 April 2024*

## **Our approach**

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

## **The complaint**

1. The complaint is about the landlord's handling of:
  - a. Gas and fire safety checks.
  - b. The resident's complaint.

## **Background**

2. The resident, who is a wheelchair user, has been a secure tenant of the property since 2006. The landlord is an arm's length management company (ALMO), which manages the property on behalf of the local authority.
3. The resident raised a complaint to the landlord on 11 October 2022, saying that:
  - a. She had received a call and 2 text messages that day from the landlord and its contractor asking her if an engineer could attend "today or tomorrow" to complete a gas safety check and a check of the smoke alarms.
  - b. She had annual visits for these purposes, but it was usually arranged in advance by letter. The manner in which she had been contacted this time made her suspect a possible scam.
  - c. She wanted the landlord to remove her contact number for these purposes and contact her in writing only.
  - d. She had been visited unexpectedly by an engineer that day to complete the safety checks, without any appointment or agreement. She had allowed access but felt uncomfortable and harassed.

- e. The landlord had removed post boxes from the estate several years prior and had not replaced these. This meant the residents were unable to receive notes or cards from organisations, as they could only receive post directly from the postman, who carried fob keys. The residents were never given a reason for the removal of the post boxes.
- 4. The landlord sent a response on the same day, asking the resident to confirm her address so it could forward the complaint to the contractor. The resident provided her address, but said she wanted the landlord to deal with the complaint formally. The resident said landlords were required to provide at least 24 hours' notice to access a property, and it had failed to do this. She also said that, due to her disability, she needed more time than most people to prepare for appointments.
  - 5. On the same date, the landlord told the resident it had removed her contact number from its systems. It also sent a separate response, which said:
    - a. The contractor had sent out 2 appointment letters, which the resident may not have received because she did not have a post box.
    - b. It could not instruct the contractor not to send text messages or call the resident in relation to appointments, as this was part of its "no access procedure".
    - c. The resident should contact it with a convenient date and time for a gas safety check, if this was yet to be completed.
  - 6. On 12 October 2022, the landlord emailed the resident stating its contractor had said its new IT system had gone live on 11 October 2022. The system had shown the resident's address as urgently requiring safety checks, which prompted the call and text messages. The landlord asked the resident to confirm when it would be convenient for the contractor to attend to complete the checks.
  - 7. The resident emailed the landlord on 21 October 2022, asking to escalate her complaint because:
    - a. She felt it had not dealt with her complaint appropriately, or listened to her concerns.
    - b. She had checked her records and found the gas safety check was completed the previous year on 22 October 2021. Therefore, the landlord had 10 days to complete this when it had contacted her. This was sufficient time for it to send an appointment via letter.
    - c. The landlord had not removed her contact number from its systems as requested. She asked when it would complete this and why she had been misinformed.

- d. She wanted the landlord to address all the issues she had raised in the complaint, provide a sincere apology and compensation. She also felt the landlord's staff required training in complaint handling.
8. The landlord acknowledged the complaint on 21 October 2022 and said it would respond by 3 November 2022. It sent the response on 3 November 2022, in which it:
- a. Reiterated what it had previously told the resident about its contractor's new IT system prompting the call and text message contact.
  - b. Stated the contractor should have agreed an appointment for the safety checks rather than contacting the resident in the way it did.
  - c. Said it would learn from the complaint, and thanked her for raising it.
9. On 21 November 2022, the resident emailed the landlord requesting a stage 2 complaint response. She repeated the points she had raised in her previous escalation request dated 21 October 2022. The landlord acknowledged this on 22 November 2022 and said it would respond by 5 December 2022.
10. The landlord sent its stage 2 response on 6 December 2022, in which it:
- a. Repeated the explanation it had previously provided for the contact made on 10 October 2022.
  - b. Apologised for the alarm and distress felt by the resident at having to allow the engineer into her property without notice.
  - c. Offered to provide £100 as a gesture of goodwill.
  - d. Confirmed this concluded its complaints procedure and it would not respond to any further correspondence about the matter.
  - e. Told the resident how to bring the complaint to this Service if she remained dissatisfied.
11. The resident duly made her complaint to this Service on 22 March 2023.

## **Assessment and findings**

### *The landlord's handling of the gas and fire safety checks*

12. Section 7a of the resident's tenancy agreement ("right of access") says "you must allow us into your property, so long as it is during reasonable hours. We will try to give you at least 24 hours' notice if we need to access your property".
13. The landlord's "gas access procedure" says it will send a letter to the resident "between 10 and 14 days prior, advising of (the) appointment date and time".

14. In its response to the resident on 11 October 2022, the landlord said its contractor had sent 2 letters to the resident regarding an appointment. However, we have seen no evidence of this. The text message the contractor sent on 11 October 2022 made no reference to the letters.
15. The explanation the landlord provided on 12 October 2022 about the contractor's new IT system also contradicted its earlier claim that it had sent 2 letters to the resident. The landlord said the contractor was only made aware that safety checks were due when its new IT system went live on 11 October 2022.
16. For the above reasons, the Ombudsman concludes that the landlord did not make a prior appointment for the safety tests, as it should have done under its procedure. The landlord also failed to provide the resident with 24 hours' notice of the visit, which was in breach of the tenancy agreement. This caused the resident inconvenience and distress, which was increased because of her disability. The Ombudsman finds service failure in the landlord's handling of the gas and fire safety checks.

#### *The landlord's complaint handling*

17. At the time of the resident's complaint, the landlord's complaints procedure said "when you first let us know there has been a problem, we will try our best to resolve it informally by contact(ing) and discuss(ing) your issues within 1 working day". The procedure said residents could request a formal complaint response if they were unhappy with the informal response.
18. Section 4.1 of the Ombudsman's Complaint Handling Code (the Code) which was in place at the time of the complaint stated that, while at times it may be appropriate to resolve issues immediately and informally, "any decision to try and resolve a concern must be taken in agreement with the resident". It also said that a landlord must ensure its efforts to resolve a resident's concerns "do not obstruct access to the complaints procedure or result in any unreasonable delay".
19. When emailing the landlord on 11 October 2022, the resident specifically requested a formal response to her complaint. Considering this, in accordance with section 4.1 of the Code at the time, the landlord should have raised a formal stage 1 complaint on 11 October 2022 rather than attempting to deal with the complaint informally.
20. In its informal response, the landlord said it could not tell its contractor not to call or text the resident, as this was part of its procedure for appointments. This contradicted an email the landlord had sent the resident earlier the same day, in which it said it had removed her contact number from its records.

21. The timescales in the landlord's complaint procedure matched the requirements included in section 5 of the Code at the time of the complaint. It said the landlord would:
  - a. Log and acknowledge the stage 1 complaint within 5 working days.
  - b. Send a stage 1 decision in writing within 10 working days of acknowledgement, extending this by up to 10 working days if necessary by writing to the resident with an explanation of the delay.
  - c. Send a stage 2 decision within 20 working days of the resident's request to escalate, extending this by up to 10 working days if necessary by writing to the resident with an explanation of the delay.
22. The landlord sent its stage 1 acknowledgement and response within the required timescales, once it had logged this. However, there was an initial delay because of the landlord's choice to try to resolve the complaint informally. When sending its stage 2 response, the landlord was 1 day outside the required timescale.
23. The landlord did not provide the resident with any information as to how she could escalate her complaint to stage 2 if she was dissatisfied with its stage 1 response. This was contrary to section 5.8 of the Code at the time, which confirmed the landlord needed to provide specific information in its stage 1 response, including "details of how to escalate the matter to stage 2 if the resident is not satisfied with the answer".
24. The landlord did not address the resident's question about why it had removed the post boxes from the estate in any of its responses. This was contrary to section 5.6 of the Code at the time, which said that "landlords must address all points raised in the complaint and provide clear reasons for any decisions".
25. The landlord told the resident it would provide £100 as a resolution in its stage 2 response sent on 6 December 2022. The landlord's financial records show it sent this payment as a cheque to the resident on 6 April 2023, 4 months later. The landlord has not provided an explanation for this delay.
26. For the delays in escalating and responding to the resident's complaint, the contradictory information provided, the failure to provide clear information about how to escalate to stage 2, and the failure to respond to all issues raised, the Ombudsman finds maladministration in the landlord's complaint handling.

## **Determination**

27. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure in the landlord's handling of the gas and fire safety checks.

28. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's complaint handling.

### **Orders**

29. It is ordered that, within 4 weeks of the date of this report, the landlord sends an apology to the resident written by a senior member of staff.
30. It is ordered that, within 4 weeks of the date of this report, the landlord provides the resident with a payment of £200. This is in addition to the payment of £100 already provided and comprises:
- i. £75 for the inconvenience and distress caused by its handling of the gas and fire safety checks.
  - ii. £125 for the complaint handling failures identified, and the resulting inconvenience.