

| <b>Decision</b>      |                                   |
|----------------------|-----------------------------------|
| <b>Case ID</b>       | 202327801                         |
| <b>Decision type</b> | Investigation                     |
| <b>Landlord</b>      | Bury Metropolitan Borough Council |
| <b>Landlord type</b> | Local Authority / ALMO or TMO     |
| <b>Occupancy</b>     | Assured Tenancy                   |
| <b>Date</b>          | 13 March 2026                     |

## Background

1. The resident lives in a two-bedroom upper maisonette. She is visually impaired and has mental-health conditions, including post-traumatic stress disorder (PTSD). A care coordinator has been appointed to act on her behalf when reporting repairs and arranging appointments with the landlord, except in cases involving emergency repairs.

## What the complaint is about

2. The complaint is about the landlord's response to the resident's;
  - a. Reports of a leak from the boiler flue,
  - b. Associated complaint.

## Our decision (determination)

3. We found
  - a. Maladministration in the landlord's response to reports of a leak from the boiler flue.
  - b. Service failure in its response to the associated complaint.

We have made orders for the landlord to put things right.

## Summary of reasons

### *Leak from boiler flue*

4. The resident reported a leak from the boiler flue in December 2022. A clip on the plume kit was subsequently adjusted in February 2024 to ensure that it fell back towards the boiler. Delays in completing the repair were caused by poor communication between the landlord and its contractor.

### *Complaint handling*

5. The landlord's response to the complaint was not in line with its policy and procedures.

## Putting things right

Where we find service failure, maladministration or severe maladministration we can make orders for the landlord to put things right. We have the discretion to make recommendations in all other cases within our jurisdiction.

### Orders

Landlords **must** comply with our orders in the manner and timescales we specify. The landlord must provide documentary evidence of compliance with our orders by the **due date** set.

| Order | What the landlord must do   | Due date   |
|-------|---|--|
| 1     | <p><b>Apology order</b></p> <p>The landlord must apologise in writing to the resident for the failures identified in this report. The landlord must ensure:</p> <ul style="list-style-type: none"> <li>• The apology is specific to the failures identified in this decision, meaningful and empathetic.</li> <li>• It has due regard to our <a href="#">apologies guidance</a>.</li> </ul>   | <p>No later than</p> <p><b>10 April 2026</b></p> |
| 1     | <p><b>Compensation order</b></p> <p><b>The landlord must pay the resident a total of £300 in compensation to recognise the distress and inconvenience caused.</b></p> <p><b>This amount is made up of;</b></p> <ul style="list-style-type: none"> <li>• £200 for the delay in adjusting the plume kit,</li> <li>• £100 for its poor complaint handling.</li> </ul> <p>This must be paid directly to the resident by the due date. The landlord must provide documentary evidence of payment by the due date.</p> <p>The landlord may deduct from the total figure any payment(s) it has already paid to the resident.</p> | <p>No later than</p> <p><b>10 April 2026</b></p> |

## Recommendations

Our recommendations are not binding, and a landlord may decide not to follow them.

### Our recommendations

The Equality Act 2010 requires landlords to make reasonable adjustments where their policies or practices place a disabled resident at a substantial disadvantage compared with residents who are not disabled.

The landlord may wish to review its Tailored Service in relation to the resident and consider whether she requires additional support when making a complaint or managing any ongoing complaints within its process.

## Our investigation

### The complaint procedure

| Date             | What happened   |
|------------------|---|
| 14 November 2023 | <p>The resident submitted a formal complaint to the landlord in which she said,</p> <ul style="list-style-type: none"> <li>• A contractor attended the property and advised that fixing the hot water discharge from the boiler flue required the landlord’s approval,</li> <li>• She is a disabled tenant and believes that she had been subjected to discrimination,</li> <li>• She expressed concern about the risk of slipping outside on the ice.</li> </ul>   |
| 15 December 2023 | <p>The landlord issued the resident with its Stage 1 complaint response in which it said,</p> <ul style="list-style-type: none"> <li>• The complaint concerned the landlord’s failure to authorise a repair raised by its contractor in December 2022,</li> <li>• Following the conclusion of its investigation, it found that no repair request had been received from its contractor,</li> <li>• Its contractor had adjusted the boiler plume in November 2023,</li> <li>• The walkway can become icy during cold weather; the plume was not considered to be a contributing factor. Sand would be made available to tenants during such conditions,</li> <li>• All future contact would be made via email and added to the resident’s Tailored Service requirements,</li> <li>• It apologised that she had cause to complain.</li> </ul> <p>No compensation was offered by the landlord.</p> |
| 15 December 2023 | <p>The resident disputed some of the assertions made in the landlord’s complaint response and asked that the complaint be escalated.</p>  |
| 18 December 2023 | <p>The landlord confirmed that the complaint would be escalated to Stage 2 of the complaints process for investigation by a Business Manager.</p>   |

| Date                      | What happened  |
|---------------------------|--|
| 29 January 2024           | <p>This Service instructed the landlord to issue a written complaint response within five working days, by 6 February 2024, after receiving evidence that the resident had submitted a request for escalation.</p>   |
| 6 February 2024           | <p>The landlord issued the resident with its Stage 2 final response in which it said,</p> <ul style="list-style-type: none"> <li>• It did not uphold the resident’s complaint,</li> <li>• It confirmed that the flue did leak and was satisfied that this may have caused the path outside to become slippery in freezing conditions,</li> <li>• It also confirmed that the flue was fitted according to the manufacturer's standards,</li> <li>• Following its investigation, it concluded that the issue had first been reported in December 2023,</li> <li>• It had arranged, with the resident’s agreement, to attend on 22 February 2024 to resolve the issue.,</li> <li>• It apologised that she had again cause to complain.</li> </ul> <p>No compensation was offered by the landlord.</p> |
| Referral to the Ombudsman | <p>The resident contacted this Service stating that she had reported the issue with the boiler flue on multiple occasions and disputing the landlord’s claim that it was first reported in December 2023. She also said that the landlord was expected to arrange appointments and repairs through her care coordinator.</p>   |

## What we found and why

The circumstances of this complaint are well known by the parties involved, so it is not necessary to detail everything that's happened or comment on all the information we've reviewed. We've only included the key information that forms the basis of our decision of whether the landlord is responsible for maladministration.

|                  |  |
|------------------|--|
| <b>Complaint</b> | Reports of a leak from the boiler flue |
| <b>Finding</b>   | Maladministration                      |

6. The landlord is a local authority. At the time of the complaint, the property was managed by an Arm's Length Management Organisation (ALMO). Following a review, the borough's social housing was brought back under the landlord's direct management in 2024. For the purposes of this report, this Service will refer to both the local authority and the ALMO collectively as 'the landlord'.
7. The landlord has not provided the repairs policy that was in effect at the time the complaint was raised. Instead, it referred us to its website, which only sets out its repairs priorities.
8. The landlord's website states that it aims to complete all repairs within its published timescales. Emergency repairs are defined as those posing an immediate risk of structural damage to the building or an immediate risk of harm to the resident. In such circumstances, the landlord is required to make the situation safe within 24 hours if a full and permanent repair cannot be completed at that time. Urgent repairs must be made safe within five working days, while routine repairs, where there is no immediate urgency, must be completed within a maximum of 20 working days.
9. Under the landlord's Reasonable Adjustment Procedure, it is stated that, when repairs are required, consideration will be given to whether a resident's disability necessitates that a specific repair be completed more quickly or carried out differently. In addition, its Reasonable Adjustments Policy confirms that additional support will be provided to residents who require it due to a physical or emotional infirmity, mental-health condition, or sensory impairment, including impairments affecting sight or hearing.
10. Based on the evidence available to this Service, the resident first reported on 16 December 2022 that the boiler flue was not functioning correctly. She explained that the flue was condensing steam into water, which subsequently froze and created black ice

outside, posing a potential health and safety risk to passers-by using the balcony in the communal block.

11. The landlord raised a repair the same day, and a contractor attended the property on 20 December 2022. The contractor noted that water was dripping from the boiler onto the walkway and advised that the boiler plume kit would need to be refitted in the new year. It is not clear whether the landlord categorised the repair as urgent or routine however, the contractor attended within the stated timescale for a routine repair, which was reasonable. That said, the information available to this Service indicates that no follow-up repair was raised by the landlord in the new year to refit the plume kit, which was unfair and represents a failure in its handling of the repair. On 17 March 2023, an Annual Gas Safety Check was carried out and no faults were reported.
12. On 14 November 2023, the resident informed the landlord that its contractor had advised her that the repair required landlord approval and that, despite the return of winter and freezing temperatures, the issue had still not been resolved. She also explained that she is disabled and that the ongoing problem had taken a significant toll on both her mental and physical health.
13. The landlord raised a routine repair on 15 November 2023, and a contractor attended the property on 16 November 2023. The contractor noted that the plume kit was “running down slightly” and was able to adjust the elbow so that it now fell back towards the building, rather than dripping onto the walkway outside. The contractor attended within the landlord’s published timescale for a routine repair, which was reasonable.
14. On 24 November 2023, the landlord updated its tailored service record to reflect that all future repair appointments for the resident should be arranged through her care coordinator and that the resident should not be contacted directly, which was fair. The landlord informed this Service that it had been aware of the resident’s mental health and disability needs since the start of her tenancy in October 2019 and had previously implemented a tailored service for its Housing Services not to contact the resident directly.
15. On 7 December 2023, a contractor attended the property and noted that scaffolding would be required to resolve the drip, as the plume kit was located three floors up and above an open external walkway. The repair record states that the contractor knocked on the resident’s door before leaving, but there was no response. However, the record does not indicate whether the resident’s care coordinator was contacted beforehand, nor

whether the appointment had been arranged with the approval of either the care coordinator or the resident. Given that the landlord had already recorded that all future appointments should be arranged through the care coordinator, this appointment represents a failure in the landlord's adherence to its Reasonable Adjustments Policy.

16. In its complaint response dated 15 December 2023, the landlord stated that, following the Gas Safety Check on 20 December 2022, it had not received any repair request or email from its contractor. However, evidence reviewed by this Service shows that the contractor was not required to seek authorisation from the landlord when completing a repair. Under the contractual arrangements in place, if a part was required, the landlord's Gas Team was responsible for raising the repair for the contractor to attend and carry out the necessary work. This indicates that the contractor failed to notify the landlord of the actions required to complete the repair. As the landlord retains overall responsibility for monitoring the performance of its contractors, this represents a failing on its part. This also suggests a lack of ownership or oversight of the repairs service delivered by its contractors, which resulted in poor communication and inadequate record-keeping.
17. On 19 December 2023, the landlord contacted the resident's care coordinator to arrange a joint visit with its Gas Manager and contractor, scheduled for 16 January 2024. On 21 December 2023, the landlord received a letter from the resident's GP requesting that it refrain from contacting the resident for a period of three weeks. On 16 January 2024, the resident was unable to provide access to the property as she had Covid-19. As a result, the contractor carried out an external inspection and noted that no issues could be identified with the plume kit, and that there was no black ice present on the path or along the walkway. It was appropriate for the landlord to have arranged this visit through the resident's care coordinator, in line with the tailored service it had agreed to.
18. On 5 February 2024, a member of the landlord's Gas Team attended the property and gained access alongside the resident's care coordinator. It was agreed during this visit that the issue would be resolved on 22 February 2024. The landlord raised a repair on 6 February 2024, and on 22 February 2024 the contractor adjusted the clip on the plume kit to ensure the correct fall back towards the boiler.
19. A finding of maladministration is made, as the boiler flue repair remained outstanding for around 14 months before it was finally resolved on 22 February 2024, even considering the three-week period when the landlord had been advised not to contact the resident. However, the issue does not appear to have been continuous throughout this time and

seems to have occurred mainly during the winter months, when temperatures dropped and the boiler was in use.

20. To put this right, the landlord has been ordered to pay the resident £200 in recognition of the failures identified in this report. This amount reflects the distress and inconvenience caused to the resident, as well as the landlord's failure to address the detriment she experienced.

|                  |                               |
|------------------|-------------------------------|
| <b>Complaint</b> | The handling of the complaint |
| <b>Finding</b>   | Service failure               |

21. The landlord issued its Stage 1 complaint response on 15 December 2023, which was 13 working days outside the timescale required by the Complaints Handling Code 2022 and therefore unreasonable. In addition, it failed to acknowledge or apologise for the delay and the inconvenience caused in its response, which represents a service failure.
22. The landlord's compensation policy states that it will offer an award of compensation between £50 and £250 if there has been a service failure, including not meeting service standards for actions and responses. In this case, the landlord failed to appropriately consider its own policy as a means of putting things right for the resident, which was unreasonable.
23. On the same day, 15 December 2023, the resident contacted the landlord to state that she was dissatisfied with its complaint response. The landlord replied on 18 December 2023, confirming that her complaint would be escalated to Stage 2 of its complaints procedure and that a Business Manager would investigate her complaint. This was reasonable, as the landlord acknowledged the escalation within the 5 working days timescale set out in the 2022 Code and its Complaints Handling Policy.
24. On 29 January 2024, this Service instructed the landlord to provide the resident with a final written complaint response by 6 February 2024. It was unsatisfactory that the landlord required prompting from this Service before issuing its Stage 2 response.
25. The landlord issued its Stage 2 final response on 6 February 2024, which was 13 working days after it had acknowledged the resident's request for escalation. This fell outside the timescales required by the 2022 Code and was inconsistent with the landlord's own Complaints Handling Policy. It failed to acknowledge or apologise for the delay and the

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inconvenience caused to the resident, and it also failed to consider an award of compensation as a remedy, which represents a service failure.

26. A finding of service failure is therefore made, and the landlord is ordered to pay the resident £100 in recognition of its poor complaint handling, as it failed to issue both its Stage 1 and Stage 2 responses within the timescales set out in the Complaints Handling Code 2022.

## Learning

### *Knowledge information management (record keeping)*

27. In our *Spotlight* report on complaints about heating, hot water, and energy in social housing, we explain that landlords should ensure their record-keeping practices are robust. The report also highlights that landlords should monitor the performance of their contractors and maintenance providers and take action to enforce contractual obligations where necessary.