

Housing

Ombudsman Service

REPORT

COMPLAINT 202343893

Bury Metropolitan Borough Council

14 April 2025

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 resident's complaint is about:
 - a. The landlord's handling of repairs following works to her kitchen and bathroom in 2019.
 - b. The landlord's response about the quality of the kitchen installed in 2019.
 - c. Outstanding repairs.
 - d. Staff conduct.
2. We have also considered the landlord's complaint handling.

Background

3. The resident lives in a 2-bedroom mid terrace house. She has a secure tenancy with a local council landlord. The tenancy started in January 2015. The landlord has told us that it has recently updated its records in response to the resident's disclosure of disabilities and vulnerabilities.
4. In October 2018 the landlord instructed a contractor to carry out a replacement kitchen and bathroom at the property. We understand this was included in the landlord's capital works due to be completed by May 2019. However, the contractor did not complete the works due to a breakdown in relations with the resident.
5. On 5 July 2023 the resident instructed a solicitor to issue a pre action protocol letter on her behalf, which listed issues in the kitchen, bathroom, main bedroom, and garden. The landlord told the resident it would aim to deal with the issues before resorting to litigation and instructed a survey of the property.

6. On 2 February 2024 the resident submitted a stage 1 complaint about:
 - a. Outstanding repairs following the installation of the kitchen and bathroom in 2019.
 - b. Staff conduct.
 - c. Outstanding repairs.
 - d. Quality of the kitchen fitted in 2019.
7. Additionally, the resident listed 18 further issues, including leaks in the property, and the landlord's contractors arriving at the property without a pre-arranged appointment.
8. The landlord responded at stage 1 of its complaints process on 20 February 2024. It responded to each of the 18 issues listed, and the main complaint points. The landlord said:
 - a. Further to the issues regarding the kitchen fitted in 2019, given the time that had passed it was outside of the timescale to be investigated as a complaint.
 - b. It investigated the resident's concerns about staff conduct and dealt with the matter accordingly.
 - c. Further to the outstanding repairs, the landlord said it had started resolving the repairs recommended by the surveyor.
9. Additionally, the landlord said that delays were because of the resident's failure to engage with the landlord. It said it acknowledged the resident had said this was because of advice from her solicitor. However, it said that on occasions it had issued the resident with 'zero tolerance' letters because of the way she behaved with its staff and contractors. Nevertheless, the landlord acknowledged there had been failings and offered the resident £250 compensation, which it said included:
 - a. £50 for the landlords failure to communicate clearly, taking account of the resident's vulnerabilities.
 - b. £50 for the distress caused by the landlord misleading the resident with regards to a recent appointment time.
 - c. £50 for the distress caused by poor staff conduct.
 - d. £100 for its delay in logging her request for a replacement kitchen worktop.
10. The resident escalated her complaint the same day. The landlord responded on 20 March 2024. It said that it considered its stage 1 response appropriate. In addition to the £250 compensation offered at stage 1 the landlord offered the resident a further £50 compensation for its delay in responding at stage 2. It also

said it was satisfied the schedule of works previously provided was reasonable and confirmed it would decorate 4 weeks after it completed the outstanding works.

11. Between 2005 and 1 February 2024 the landlord's properties were managed on its behalf by an Arms Length Management Organisation (ALMO). From 1 February 2024 the landlord took over the management of its homes. For the purposes of this report 'landlord' will be used interchangeably to mean the ALMO and the landlord.

Post internal complaint process.

12. On 21 March 2024 the resident instructed a solicitor to pursue a pre-action protocol, which listed areas of disrepair in the property.
13. In recent communication with the resident, she told us she had not instructed a solicitor, and repairs were still outstanding.

Assessment and findings

The landlord's handling of repairs following works to her kitchen and bathroom in 2019.

14. The landlord's complaint policy in use at the time of this complaint stated that resident's should raise complaints within 6 months of the issue occurring. This was in line with the Complaint Handling Code (the Code) also in use at that time.
15. The resident's property was included in the landlord's capital repairs programme between 2018 and 2019. The landlord's repair notes showed that from March 2019 the relationship between the resident and landlord was strained, and in June 2019 the resident refused to allow the landlord access to her home.
16. On 23 July 2019 the landlord visited the property to inspect the works up until that point. It listed outstanding works in the kitchen, living room, bathroom, and hallway. This included:
 - a. Plinth missing from the kitchen cupboard base unit.
 - b. No windowsill on the kitchen window.
 - c. Missing section of laminate edging from a wall unit.
 - d. Loose kitchen floor tiles.
 - e. Vent cover missing from the airbrick in the kitchen.
 - f. Leak from the bathroom into the kitchen.
 - g. Missing floor threshold in the living room.
 - h. Missing shower rail and curtain in the bathroom.

- i. Chipped enamel in the bath.
 - j. Missing bath panel.
 - k. Painting small section of the bathroom ceiling.
 - l. Re-plastering a section of the bathroom wall (subject to the resident removing the wallpaper.
 - m. Unblocking an external drain and returfing the garden.
17. Evidence showed the landlord made at least 2 attempts to carry out the remedial works prior to works starting on 28 August 2019.
18. However, the landlord's contact log showed the resident refused the landlord access on 29 August 2019.
19. It also showed the landlord was in contact with the resident regarding the works between August 2019 and November 2019, and that the landlord completed some of the works. In addition, it showed by 22 November 2019 the landlord had unblocked the external drain and re-turfed the grass area.
20. Additionally, the notes showed on 22 November 2019 the resident told the landlord to stop contact with her, and she would seek the advice of a solicitor.
21. In its complaint response the landlord said that because of the time that had passed since the issue the resident complained about, it considered it outside of a reasonable timescale to investigate. This was an appropriate response and in line with its complaint policy. Additionally, the landlord demonstrated it had attempted to work with the resident to resolve the outstanding repairs at the time they were highlighted. Consequently, we find no maladministration of the landlord's handling of repairs following works to the resident's kitchen and bathroom in 2019.

The landlord's response about the quality of the kitchen installed in 2019.

22. In response to the resident's complaint about the quality of the kitchen installed in 2019, the landlord explained that it 'signed off' the kitchen in 2019. Consequently, given the time that had passed it would not investigate the resident's complaint. This was an appropriate response and in line with the landlord's complaint policy in use at that time.
23. The Scheme in use at the time of the complaint stated that resident's were expected to bring a formal complaint to the attention of the landlord within 6 months of the matter arising. There is no evidence that the resident did this. Consequently, there is no maladministration of the landlord's handling of the resident's complaint about the quality of the kitchen installed in 2019.

Outstanding works

24. According to its website, the landlord categorises repairs based on their urgency. The landlord aims to complete repairs within the following timescales:

- a. Emergency repairs within 24 hours.
- b. Urgent repairs within 5 working days.
- c. Routine repairs within 20 working days
- d. Planned repairs within 50 working days.

25. Evidence showed on 9 February 2021 the landlord agreed to complete the following remedial works at the resident's property:

- a. Supply and fit a new bath and refit bath panel.
- b. Supply and fit a new shower holder, hose, and shower head.
- c. Make good any damaged tiling.
- d. Check for leaks.
- e. Refit kitchen unit plinth.
- f. Realign kitchen cupboard doors and drawers.

26. In correspondence between the resident and the landlord in March and April 2021 the landlord explained it was completing the remedial works following Covid 19 pandemic lockdown guidance.

27. In an email to the resident on 16 June 2021 the landlord confirmed it had completed all remedial works highlighted in February 2021. It told the resident to contact the landlord if there were any further works.

28. It was reasonable for the landlord to carry out works in accordance with government guidance in place at that time. The landlord confirmed all works as complete and there was no evidence that the resident reported any concerns with the completed works. It was therefore reasonable for the landlord to assume the matter was closed.

29. On 15 November 2021 the resident reported water running down the blinds in her kitchen and a leak under the kitchen sink. The landlord logged the repair and made an appointment to attend that same day. The job is marked as complete on the landlord's works order. However, the notes stated 'unable to keep appointment.' We do not know if this refers to the resident or the landlord.

30. However, there are no further reports of a leak until 8 April 2022. On investigation the landlord noted that the resident needed a new shower

curtain and rail. There is no evidence of any follow-on works for the landlord or of any information provided to the resident in respect of this. This is not appropriate. If the landlord was responsible for replacing the missing items, it should have taken steps to do so. Equally, if it was the resident's responsibility, the landlord should have made this clear to her.

31. On 12 December 2022 the resident raised the following issues:

- a. There was no sealant behind the kitchen sink, which she said caused water damage on the work top.
- b. There was water damage on the worktop which she said had been caused by a leaking boiler.
- c. There were tiles missing in the bathroom, and a request to check the shower curtain pole as the bathroom was getting wet when the resident used the shower.
- d. Damp patches on the bedroom ceiling.

32. According to the landlord's repairs log a roofing contractor checked the roof on 16 December 2022. We have not seen a copy of the contractor's works order so cannot comment on the type of inspection it did. The landlord's repairs log did not list any follow-on works. The landlord responded to the resident's concerns about a possible roof leak within 4 working days. This was within the target timescale for repairs of this type and was appropriate.

33. The landlord visited the resident's property on 11 January 2023 to inspect the kitchen worktop and bathroom. According to the landlord's notes the resident said she had been told she needed a new shower curtain pole. Its works orders also listed the following additional work:

- a. 2 new tiles needed in the bathroom.
- b. New worktop and corner joint needed in the kitchen.

34. The works order also stated the resident said she did not like the landlord's choice of worktops, and she would contact the landlord directly. The landlord responded to the reported issues within 19 working days, this was within the timescale for this type of repair and was appropriate.

35. However, there is no evidence that the landlord recorded follow-on works to fit the tiles until 17 March 2023. This was not reasonable.

36. Additionally, there is no evidence of any action taken in respect of the shower curtain pole. This was not reasonable.

37. The resident contacted the landlord on 23 January 2023 about the worktop replacement. In response the landlord told her it no longer stocked the worktop the resident currently had. It said it would find out if there was anything it could do to resolve the situation. This was a reasonable response. However, there is no evidence that the landlord did this. This was unreasonable.
38. In its complaint response the landlord acknowledged it failed to respond to the resident's concerns about the kitchen worktop within an appropriate timescale. It apologised for this and offered the resident £100 compensation for its failing. This was appropriate and in line with the landlord's compensation guidance.
39. On 6 March 2023 the resident said there was mould under the wallpaper in her bedroom.
40. The landlord responded reasonably to the resident's report of mould and carried out a damp and condensation inspection of the whole property on 16 March 2023. In its report the landlord said:
- a. It tested the ceiling with a moisture meter and found the area to be dry. It said the water staining was likely from a historic leak. It recommended removing wallpaper and treating any mould on the walls. It also recommended skimming the ceiling and checking the roof and flashings again and carry out any repairs as necessary.
 - b. It would replace the broken window handle.
 - c. There was mould on the bathroom ceiling, the extractor fan was dirty, and the plaster and skirting by the side of the bath was wet. It also noted there was a tile missing by the side of the bath. It recommended servicing the fan, replacing the tile, re-plastering the side of the bath, and replacing the skirting.
 - d. It gave the resident advice about ventilating her home.
41. The following day the landlord raised jobs to check and service the fan, complete tiling in the bathroom, fit a new window handle, and inspect the roof. Additionally, it made an appointment for 26 March 2023 to do the plastering.
42. According to the landlord's repairs log it started the tiling on 3 April 2023 but had to return to complete the grouting on 15 May 2023. Both the tiling and the fan service were completed outside of the landlord's prescribed timescale for this type of repair. This was not appropriate.
43. The landlord attended the property on 26 March 2023 to complete the plastering in the bedroom. However, according to the landlord's works order

the job did not go ahead as planned as the resident became aggressive when she was asked to clear the room.

44. The landlord made another appointment for 16 May 2023. However, according to the works order when the landlord arrived at the property the resident refused access.
45. The landlord phoned the resident on 8 June 2023 to rebook the appointment. However, the resident told the landlord she did not want it to do the work, and said she would speak to a solicitor.
46. Following receipt of pre-action protocol from the resident's solicitor on 5 July 2023 the landlord told the resident it would arrange for an inspection of the property. This was a reasonable suggestion.
47. An independent surveyor carried out an inspection of the property on 3 November 2023.
48. The surveyor sent a copy of the report to the landlord on or around 20 November 2023. The surveyor reported:
 - a. No evidence of a leak in the bathroom.
 - b. Water damage to the plaster and floorboards in the bathroom from water spilling over the bath.
 - c. The extractor fan in the kitchen was working.
 - d. Water staining on the kitchen ceiling from the water spilling over the bath.
 - e. Damaged plaster on the wall in the kitchen, which the surveyor said had likely been caused by a historic issue with the boiler.
 - f. The bedroom ceiling was dry but was water stained.
 - g. That a visual inspection of the roof did not highlight any defect.
 - h. That the garden was saturated.
49. The surveyor recommended:
 - a. Hacking off and replacing the plaster in the areas identified in the bathroom and kitchen.
 - b. Replacing a section of floorboard under the bath.
 - c. Replacing the water-stained section of the kitchen ceiling.
 - d. Decorating the disturbed areas.
 - e. Removing the ceiling paper in the bedroom and painting it.
 - f. Replacing any compromised loft insulation.

- g. Remedial works to the garden if the damage was caused by a drain defect.
50. The landlord raised an order for the repairs recommended by the surveyor on 13 December 2023.
51. A contractor attended the property on 3 January 2024 to inspect the loft insulation, but the resident refused access. In its complaint response the landlord acknowledged that its operative attended unannounced. It said it understood the resident was not happy with this and would ensure to give her notice of future visits.
52. This was an appropriate response and demonstrated the landlord was willing to accommodate the resident's needs.
53. On 22 January 2024 the resident reported that the kitchen tap was leaking into the cupboard under the sink. An operative attended on 26 January 2024 as per a pre-arranged appointment. However, because the operative failed to arrive at the time specified by the landlord, the resident denied them access to the property.
54. In its complaint response the landlord explained that it should not have told the resident its operative would arrive at a specified time. It acknowledged its mistake and apologised for it. Additionally, it offered the resident £50 compensation. It also said it would remind its staff of the procedure for booking appointments, and it would arrange an alternative appointment to fix the tap. This was an appropriate response. It demonstrated that the landlord was willing to acknowledge its failings and learn from its mistakes.
55. However, the landlord told the resident it had no record of the leak under the sink until the report made on 22 January 2024. Evidence provided by the landlord showed the resident reported a leak under the sink on 15 November 2021, and although the landlord marked the job as complete its notes also stated 'unable to keep the appointment' It is not clear to us if this refers to the resident or the landlord.
56. It was therefore incorrect of the landlord to tell the resident it had no record of the issue. This was a failing on the landlord's part.
57. On 1 February 2024 the resident told the landlord that she had stopped dealing with a solicitor. She said the solicitor had told her not to engage with the landlord. She said she had damp and mould in her property and was struggling with the situation.
58. On 5 February 2024 the landlord told the resident it would start the repairs in the bathroom, kitchen, landing and front bedroom as recommended by the

surveyor. It confirmed the works would start on 7 February 2024 and would take 2 days to complete.

59. On 7 February 2024 during an email exchange between the resident and the landlord, the landlord explained that it would only be able to decorate once the plaster had dried. The landlord explained this meant the decorating would not be completed during the days allocated for the works. It reiterated this in its stage 1 response and said that it had originally offered the resident decorating vouchers but later agreed to arrange for a decorator to attend. It said it did this as a reasonable adjustment.
60. It was reasonable for the landlord to wait to decorate the areas of fresh plaster until they dried, and reasonable for it to arrange for all decorating to be completed at the same time. Its decision to arrange for a decorator to complete the works rather than award decorating vouchers was also a reasonable response to the resident's request, and explanation of her disabilities.
61. Evidence provided by the landlord showed that because of the resident's behaviour towards its operatives when they returned to complete the works on 8 February 2024, it did not complete the works. The landlord issued the resident with a 'zero tolerance' letter.
62. In its stage 1 response the landlord said that a schedule of works for repairs recommended by the surveyor had been agreed and started. It listed the additional issues the resident complained about and provided a response for each of them.
63. The landlord said it had no record of the following issues prior to the resident's complaint, nor had they been raised as a concern during the surveyor's inspection in November 2023:
- a. Slow leaking radiator in the front room.
 - b. A faulty light switch at the bottom of the stairs.
 - c. Damaged front door frame.
 - d. Missing kitchen cupboard handles.
64. We have not seen any evidence of these issues having been reported to the landlord prior to the complaint. The landlord's response was therefore reasonable.
65. Additionally, the independent surveyor's inspection of the property considered all issues raised by the resident's solicitor in the pre-action protocol letter. It

was therefore reasonable for the landlord to rely on the issues highlighted and repairs recommended by the surveyor when completing its schedule of works.

66. In its complaint response the landlord said it would add the additional issues highlighted by the resident to the schedule of works. This was reasonable and demonstrated that the landlord was keen to resolve the outstanding repairs.
67. Further to the resident's complaint about the garden, evidence showed that the landlord returfed the garden in October 2019. However, it acknowledged there was an issue with the turf it laid and offered to relay the turf in warmer weather once the resident cleared the garden of any waste. This was a reasonable response and demonstrated that the landlord was willing to reach a resolution.
68. In its response the landlord said that some of the delays had been because of the resident's failure to allow the landlord access to the property, which it acknowledged the resident said had been due to advice she received from her legal representatives. Additionally, it said some of the delays had been because of unacceptable behaviour.
69. On 12 March 2024 the resident told the landlord she did not want it to do any repairs at the property and subsequently instructed a solicitor to issue pre-action protocol. We understand the repairs are still outstanding.
70. We can see from the evidence provided that relations between the resident and the landlord were strained, and at times this meant that the resident refused the landlord access to complete repairs. Inevitably this caused delays which were outside of the landlord's control.
71. While we can see that the landlord took reasonable steps to complete most repairs, there were occasions when the landlord took too long to record or carry out follow-on works. This was not appropriate.
72. It also took the landlord too long to complete the inspection following the pre-action protocol. We understand that there was one occasion where the resident denied the surveyor access to the property. However, this does not explain why it took almost 4 months to carry out the inspection. This inevitably delayed the start of any remedial works.
73. Nevertheless, the landlord has demonstrated that it is willing to reach a resolution and carry out the required works. It acknowledged its failings regarding the kitchen worktop and made the resident an appropriate offer of compensation.
74. Although the repairs are still outstanding, we have considered all evidence provided and are satisfied that overall, the landlord took appropriate steps to

complete the repairs within a reasonable timescale. We therefore find reasonable redress of the landlord's handling of outstanding repairs.

75. A finding of reasonable redress is made on the understanding that the landlord pays the resident the compensation it offered in its final response if it has not already done so.

76. We will make an appropriate recommendation for the landlord to arrange to complete the outstanding repairs set out in the appendix to its stage 1 response.

The landlord's handling of the resident's complaint about staff conduct.

77. In its complaint response the landlord explained it had investigated the concerns the resident raised and reviewed the video evidence provided.

78. The landlord apologised for the distress caused and offered the resident £50 compensation. This was an appropriate response. The landlord acknowledged the behaviour of its staff member was not appropriate and apologised for this.

79. We have considered the landlord's compensation guidance, and we are satisfied that the amount of compensation offered was appropriate.

80. Having considered the evidence we are satisfied that there was reasonable redress of the landlord's handling of staff conduct.

The landlord's complaint handling.

81. The landlord operates a 2-stage complaint process. According to its policy in use at the time of the complaint it aimed to respond to stage 1 and stage 2 complaints within 10 working days.

82. The resident raised her complaint with the landlord by phone on 2 February 2024. To ensure it had fully understood the complaint, on 6 February 2024 the landlord emailed the resident setting out all issues discussed. This was a reasonable approach by the landlord and demonstrated an understanding of the Complaint Handling Code which requires landlords to confirm they have understood the complaint the resident is raising.

83. The landlord acknowledged a delay in providing its final response and offered the resident £50 compensation for this. This was an appropriate amount of compensation for the distress caused by the delay.

84. Following receipt of pre-action protocol from the resident's solicitor on 5 July 2023 the landlord emailed the resident on 12 July 2023. It said as it had not received a formal complaint from her in respect of the issues listed and wanted to reach an amicable solution. It said it would treat the pre-action protocol as a

stage 1 complaint, as set out in paragraph 4 of the protocol. This was appropriate and demonstrated that the landlord was willing to reach a resolution.

85. It told the resident it would arrange an inspection of the property within 5 working days to decide what repairs were required. Additionally, it said it would provide a response to the complaint within 10 working days of the inspection taking place. This was a reasonable suggestion.

86. However, there is no evidence that the landlord arranged an inspection within 5 working days. Evidence showed that it arranged an inspection for 25 July 2023, but due to a timing change the appointment did not take place.

87. It was appropriate that the landlord sought an alternative dispute resolution. However, it took too long to carry out the inspection. This was not reasonable. Additionally, there is no evidence the landlord responded to the complaint within 10 days of the inspection taking place, as per its suggestion. This was not appropriate.

88. Consequently, we find service failure for the landlord's handling of the complaint. Having considered the landlord's compensation policy we believe an additional award of £50 compensation is proportionate for the failing identified.

Determination

89. In accordance with paragraph 52 of the Scheme we find:

- a. No maladministration for the landlord's handling of repairs following works to her kitchen and bathroom in 2019.
- b. No maladministration for the landlord's response to the resident's concerns about the quality of the kitchen installed in 2019.
- c. Service failure for the landlord's complaint handling.

90. In accordance with paragraph 53.b of the Scheme we find reasonable redress for the landlord's handling of :

- a. Outstanding repairs.
- b. The resident's complaint about staff conduct.

Orders and recommendations

Orders

91. Within 4 weeks of the date of this report the landlord is ordered to:

- a. Apologise for the failings highlighted in this report.

- b. Pay directly to the resident £50 compensation for the inconvenience caused by its complaint handling failure.
- c. Provide evidence to us of its compliance with these orders.

Recommendations

92. Within 4 weeks of the date of this report the landlord should:

- a. Comply with its offer to pay the resident £300 compensation as set out in its final response if it has not already done so.
- b. Contact the resident regarding the outstanding repairs as listed in the appendix included in its stage 1 response and arrange to complete them within a reasonable timescale.
- c. Confirm to us its intentions regarding the recommendations we have made.