

Housing

Ombudsman Service

REPORT

COMPLAINT 202338362

Bury Metropolitan Borough Council

22 September 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 complaint is about the landlord's handling of:
 - a. The resident's reports of issues with her neighbour.
 - b. The resident's queries about the wellbeing charge and concerns about changes to nighttime care provision.
2. We will also consider the landlord's complaint handling.

Background

3. The resident is a secure tenant of the landlord. The property is 2 bed ground-floor flat within an extra care scheme. The tenancy includes care and support which residents pay for through a compulsory 'wellbeing charge'.
4. The landlord is a local authority. Up to February 2024 an arm lengths management organisation (ALMO) managed the independent living scheme. After this the local authority took back the management of the scheme. Within this report we will refer to both the local authority and the ALMO as 'the landlord'.
5. The landlord has recorded vulnerabilities for the resident. It says she has "complex mental health needs".
6. On 4 March 2024 the resident raised a stage 1 complaint (Complaint 1). She said she had been experiencing issues with her neighbour and that the police had advised the neighbour to stay away from her but she was not doing so. The resident said she was also unhappy about changes to the nighttime care service.

7. The landlord provided its stage 1 response to Complaint 1 on 11 March 2024. It said:
 - a. It had passed on her concerns about her neighbour to the neighbourhood manager for investigation.
 - b. The wellbeing charge related to the care link service, there was no change to this service.
 - c. While there would be changes to the way the nighttime service was delivered, “access to the service remain[ed] the same”.
 - d. The nighttime service was commissioned by Adult Social Care (ASC) and delivered by another provider. It was “not related to the [wellbeing] charge”. It was therefore outside the remit of housing service to respond to this issue. She could contact ASC to make a complaint.
8. The resident escalated Complaint 1 to stage 2 on 7 April 2024. She said the landlord was not addressing “verbal and physical abuse” from her neighbour which she had reported. She stated that her neighbour had recently physically assaulted and was blocking the communal footpath with furniture. The resident also said her tenancy agreement stated the wellbeing charge included on-site nighttime care. Access to the service did not remain the same as an off-site team would triage calls and the changes would put her at risk.
9. The landlord provided its stage 2 response to Complaint 1 on 26 April 2024. It said:
 - a. It had told her neighbour that she did not want any contact with her. It offered to provide mediation between the parties.
 - b. It would not take further action regarding her neighbour’s belongings as this was not a hazard. It would however monitor the issue.
 - c. The tenancy agreement stated that she must pay a wellbeing charge. Nighttime services were not part of the wellbeing charge.
 - d. The tenancy agreement was not a contract for the service provision. The services covered by the wellbeing charge were not changing.
 - e. Nighttime services were provided by a third party and commissioned by ASC. It was therefore unable to respond to this aspect of the complaint.
10. The resident raised a further stage 1 complaint (Complaint 2) on 20 May 2024. She said her neighbour’s cat was entering her property and she was blocking the communal pathway. She also said that she was unhappy with advice provided by the landlord regarding the issue.

11. The landlord provided its stage 1 response to Complaint 2 on 11 June 2024. It said:
 - a. It had offered her advice to try and deter cats from entering her property. Her neighbour had removed items from the pathway and she should notify staff if this happened again.
 - b. It understood the resident was distressed by her neighbour putting up a “magic” symbol garden sculpture. It would not ask her to remove it. It supported equality and diversity and her neighbour was celebrating her cultural and religious beliefs. It was satisfied that the sculpture did not impede the resident’s property.
 - c. The advice it had given her had been correct. It did not have the power to stop residents from talking to each other as there were no injunctions or orders in place. It repeated its offer of mediation.
12. The resident asked the landlord to escalate Complaint 2 on 12 June 2024. We have not been provided with a copy of the escalation request. It provided its stage 2 response on 4 July 2024. It reiterated the position outlined in its stage 1 response.
13. The resident escalated her complaint to the Ombudsman as she remained unhappy with the landlord’s response.

Assessment and findings

Scope of the investigation

14. Our investigation of the resident’s concerns about nighttime care provision will be limited to the actions and omissions of the landlord. We will not consider the actions of the ASC commissioning team. This is because their actions fall within the jurisdiction of the Local Government and Social Care Ombudsman (LGSCO).

Reports of issues with her neighbour.

15. In response to our request for information, the landlord advised it has not logged any antisocial behaviour (ASB) cases following reports from the resident. It states her reports were “non ASB related” and did not meet the definition of ASB within its ‘ASB local offer’.
16. The landlord’s ASB local offer states that ASB “does not include...people being unpleasant towards one another, personal disputes, staring or other actions that we believe are not sufficiently serious enough to cause risk of harm”.

17. The landlord's ASB policy states it will take a "conciliatory" approach to neighbour disputes but does not state that it will not deal with them as ASB. It is a requirement of the Antisocial Behaviour Act 2003 for the landlord to have and publish an ASB policy. We will therefore hold the landlord to this standard rather than that contained within its local offer.
18. In early 2023 the resident contacted the landlord several times to report issues with various residents. On each occasion the notes state she wanted her concerns to be logged but did not want the landlord to act on the reports. It was reasonable that the landlord adhered to the resident's and did not act on her reports.
19. In August 2023 the resident reported to the police and the landlord that her neighbour had assaulted her. The landlord's records contain no detail of the incident and it did not log an ASB case.
20. The landlord's policy defines assault as ASB. Therefore, that it did not log an ASB case was unreasonable.
21. Statutory guidance issued alongside the Antisocial Behaviour Crime and Policing Act 2014 states that landlords should assess the risk of harm to victims, and any potential vulnerabilities, when they receive a complaint about ASB. As the landlord did not log an ASB case, it did not complete a risk assessment. Nor did it or agree an action plan with the resident. This was a failing and the landlord missed an opportunity to properly support the resident and effectively manage her expectations.
22. The police did not take further action against the resident's neighbour following her report of assault. However, they gave her "words of advice" not to contact the resident.
23. In October 2023 the resident reported that her neighbour's garden furniture was causing an obstruction of the communal path. She also said that, despite police advice, her neighbour continued to contact her. We have not seen that the landlord responded to the resident's report. This was unreasonable.
24. In December 2023 the resident again reported that her neighbour was, against police advice, continuing to approach her. She asked the landlord to intervene. The landlord said that the police had not confirmed that her neighbour had assaulted her and therefore it would not take action against her.
25. It is not clear why the landlord considered that because the police were not acting, it could not take action itself. We acknowledge that action by other agencies would provide evidence to support action by the landlord. However, this was not a prerequisite for it to act. We have seen no evidence that the

landlord carried out any investigations itself into the resident's reports. This was unreasonable.

26. The resident continued to report that her neighbour was approaching her against her wishes between January and March 2024.
27. In response to the resident's complaint the landlord said it had told her neighbour that she did not wish to have any contact with her. It has not provided any contemporaneous records that confirm this. This indicates inadequate record keeping.
28. The landlord offered to provide mediation between the resident and her neighbour. Mediation is often effective in neighbour disputes. However, it is not generally considered suitable where there have been allegations of violence. Therefore the landlord should reasonably have considered other options in this case.
29. We acknowledge that to take action in ASB cases, the landlord must have supporting evidence. As the landlord carried out no effective investigation into the resident's report, it had no evidence either supporting or disproving her report. We would have reasonably expected the landlord, as a minimum, to interview both parties to get their account, and ascertain whether there were any witnesses. That it did not do so was inappropriate.
30. In April 2024 the resident raised concerns that her neighbour was obstructing the communal footpath. The landlord responded and said it would not take further action because the issue was not a hazard and her neighbour had removed the items. This was a reasonable and proportionate response.
31. The resident also raised concerns about her neighbour's cats coming into her property. The landlord gave the resident advice about not leaving her windows open wide enough for the cats to enter. This was reasonable and proportionate.
32. The landlord also said it could not take action against her neighbour for attracting the cats. We acknowledge that in doing so the resident's neighbour was not breaching any terms of her tenancy. However, it would have been reasonable and proportionate for the landlord to discuss the issue and the impact it was having with the neighbour. That it did not was a missed opportunity to resolve the issue.
33. The resident reported that her neighbour was displaying magic symbols in the garden and this was distressing her. The landlord asked her neighbour to remove the symbols which were on the communal pathway. This was reasonable.

34. However, the landlord said the resident's neighbour could keep a sculpture in front of her window. It said this was because it supported equality and diversity and the sculpture was related to her neighbour's cultural and religious beliefs. The landlord has a duty to consider the neighbour's article 9 right under the Human Right Act 1998 to freedom of thought, conscience, and religion. Its response to the resident was therefore reasonable.
35. Overall, the landlord:
- a. Failed to log an ASB case following the resident's report that she was assaulted.
 - b. Did not carry out a risk assessment or agree an action plan.
 - c. Failed to carry out investigations into the report.
36. We therefore find maladministration in the landlord's handling of the resident's reports of issues with her neighbour.
37. The Ombudsman's remedies guidance suggests awards from £100 to £600 should be considered where there was a failure which adversely impacted the resident. The resident experienced distress when the landlord failed to respond reasonably to her report that she had been physically assaulted. We have ordered the landlord to pay £600 compensation which we consider to be proportionate to the distress, inconvenience, time, and trouble she experienced.

Queries about the wellbeing charge and concerns about changes to nighttime care provision.

38. In December 2023 the resident raised concerns about changes being made to nighttime care provision on the scheme following a commissioning exercise by ASC. She said she believed the changes would mean a reduction in support, fewer staff on site at night, and increased risks to herself and other residents.
39. The landlord replied and said that it had passed her concerns on to the commissioning team. It said ASC and not the landlord was making the decisions regarding changes to the nighttime service.
40. The resident questioned this response and said her tenancy agreement included 24 hour on-site care. The landlord said that 24 hour on-site care was not part of the tenancy agreement. It said it would not provide this "as an additional service".
41. The resident continued to raise concerns about changes to the nighttime service between January and March 2024. She stressed that her tenancy agreement included 24-hour on-site care and said her safety would be at risk if

this changed. The landlord continued to state that the tenancy agreement did not include 24-hour on-site care.

42. The tenancy agreement signed by the resident when she moved into the property states, “the wellbeing charge is a compulsory charge for all tenants as a contribution to an on-site, 24/7 care presence, wellbeing calls, and step up support”. We consider that, by definition, “24-hour” care would include the nighttime provision.
43. The landlord has stated that it varies the terms of the tenancy agreement on 1 December 2022. The new tenancy agreement does not mention wellbeing charges or the provision of on-site care and support.
44. The landlord has provided a copy of a notice of variation of the tenancy agreement dated 17 October 2022. The resident states she did not receive this document and was not aware that the landlord had varied the tenancy until informed by ASC in April 2025.
45. Section 103 of the Housing Act 1985 states that, to change the terms of a secure tenancy, the landlord must issue a notice of variation. The notice of variation must specify the proposed variation and its effect and invite residents to comment on the proposed changes.
46. The notice of variation served by the landlord made no mention of the wellbeing charge or care and support services. It did not state that these services would be removed from the agreement. The landlord is therefore subject to the terms of the original 2020 tenancy agreement, not the tenancy agreement introduced in 2022.
47. The landlord has decided to contract out the nighttime service to ASC. It is nevertheless responsible for ensuring its provision in accordance with the tenancy agreement.
48. Under section 105 of the Housing Act 1985 the resident has the right to be kept informed and give her views on matters of housing management (including changes to services provided). This applies where the changes will “substantially” affect residents.
49. While ASC consulted with residents as part of its commissioning exercise, the landlord did not. Indeed, when the resident expressed her concerns, it told her that ASC was making the decision and indicated it had no influence over this. It was the landlord’s responsibility to consult with residents. That it did not do so was a failing.
50. Changes to how the nighttime care provision was access would substantially affect the resident. She has outlined in communications with the landlord that

her concerns over the changes were having a significant impact on her mental health. She has also provided a detailed account of how she considers the changes will increase the risk of harm to herself and others. The landlord did not respond to these specific concerns and instead signposted the resident to the ASC commissioning team. This was inappropriate.

51. The proposed changes to nighttime provision were due to be introduced in October 2024. However, due to legal queries raised by the resident, ASC has delayed full implementation of the changes.
52. Overall, the landlord failed to identify that provision of the nighttime care service remained part of the tenancy agreement. It was therefore obliged to consult with the resident about any substantial changes to the service. It failed to do so and this caused the resident significant distress as she felt her safety was being put at risk by the changes. We therefore find maladministration in the landlord's handling of the resident's queries about the wellbeing charge and concerns about changes to nighttime care provision.
53. The Ombudsman's remedies guidance suggests awards from £100 to £600 should be considered where there was a failure which adversely impacted the resident. The resident has expressed distress at changes which she considers will cause a risk to her safety. The landlord has provided incorrect information about its tenancy obligations and has failed to fully respond to her concerns. This has caused her to feel ignored and caused her unnecessary time and trouble. We have ordered the landlord to pay the resident £600 compensation, we consider this to be proportionate to the distress, inconvenience, time, and trouble she experienced.

Complaint handling.

54. The Ombudsman's Complaint Handling Code (the Code) states that the landlord must address all points raised in the complaint. In its responses to Complaint 1 the landlord told the resident that it could not provide a response to her concerns about changes to the nighttime care provision. It said this was outside its remit as a housing provider.
55. This was not correct. The nighttime care provision was part of the resident's tenancy and therefore a housing matter. The landlord's failure to respond to it as such caused the resident to invest unnecessary time and trouble making separate complaints to ASC.
56. It took the landlord 26 working days to provide its stage 1 response to Complaint 2. This significantly exceeds the timeframe of 10 working days within the Code and the landlord's own complaints policy. It failed to acknowledge or apologise for this and therefore failed to provide reasonable redress.

57. Overall, the landlord failed to address all the issues raised Complaint 1 and incorrectly advised the resident that the nighttime care was not a housing issue. It also delayed unreasonably in responding to Complaint 2.
58. The Ombudsman's remedies guidance suggests awards from £100 to £600 should be considered where there was a failure which adversely impacted the resident. We consider £200 to be proportionate to the time and trouble experienced by the resident.

Determination

59. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was:
- a. Maladministration in the landlord's handling of the resident's reports of issues with her neighbour.
 - b. Maladministration in the landlord's handling of the resident's queries about the wellbeing charge and concerns about changes to nighttime care provision.
 - c. Maladministration in the landlord's complaint handling.

Orders

60. Within 4 weeks of the date of this report the landlord must:
- a. Apologise to the resident for the failings identified in this report.
 - b. Pay the resident compensation of £1,400 which comprises:
 - i. £600 for distress and inconvenience in relation to its handling of the resident's reports of issues with her neighbour.
 - ii. £600 for distress, inconvenience, time, and trouble in relation to its handling of the resident's queries about the wellbeing charge and concerns about changes to nighttime care provision.
 - iii. £150 for time and trouble in relation to its complaint handling.
 - c. Review its handling of the resident's reports of "verbal and physical abuse" and assault. It should consider:
 - i. Whether amendments to its ASB local offer are required to provide clarity on its purpose and application.
 - ii. Why it did not log an ASB case.
 - iii. How its failure to log a case impacted on its handling of the report.
 - iv. The impact of its handling on the resident.
 - v. Whether further ASB training is required for staff.

61. Within 8 weeks of the date of this report the landlord must set out its position in relation to what services it is providing. It must outline whether this fulfils its obligations under the terms of the tenancy agreement. If its services do not fulfil its obligations, the landlord must explain how it will resolve this. The landlord should consider whether any reimbursement is required if they have not provided the full service to the resident.