

REPORT

AND

Havering Council

19 March 2019

Report prepared by

Our approach

It is the Ombudsman's duty under the Housing Act 1996 to consider a case and to decide what is fair in all of the circumstances. We consider the evidence and look to see if there has been any maladministration, for example whether the landlord has failed to keep to the law, follow proper procedure, follow good practice or behave in a reasonable and competent manner.

Both the complainant and the landlord have submitted details to the Service and these have been carefully considered in this investigation. 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.

Complaint definitions

The complainant complains about;

- The landlord's response to her reports of drainage problems in the property
- The landlord's response to her reports of damage caused to her property

Background and Summary of Events

1. The complainant is a secure tenant of the landlord.
2. The landlord's repairs policy stipulates that repairs to 'a *blocked sink, bath, basin or shower*' are to be completed within 3 days. Repairs to a '*blocked or leaking drain pipe for a toilet or water pipe such as a foul drain or soil stack*' are to be completed within 1 day.
3. The landlord's complaints policy provides that complaints '*about the merits of an insurance claim or matters that would be more appropriately considered by an insurer*' will not be considered under the landlord's complaints procedure.
4. The tenant first reported a problem with the drainage in her property on 15 March 2018. The work order raised detailed the repair as being to '*rectify back surging into whb from other properties, also rectify very slow draining bath & washing machine back surging into kitchen sink*'. The landlord's contractors attended the complainant's property on 19 March 2018 and recorded that the repair was completed during this appointment.
5. A further repair was raised by the landlord on 19 March 2018 to which detailed that '*when machine is on there are black bits going into the kitchen sink and*

bath is very slow draining'. The landlord's contractors attended the same day and recorded the repair as completed.

6. The complainant reported further problems with the drainage on 4 April 2018 and a repair was raised to '*attend to blocked bath*'. This repair was recorded as completed on 12 April 2018, 6 working days after the report.
7. The complainant reported a further repair on 1 May 2018 which was recorded as '*water is backing through kitchen sink*'. The landlord attended the same day but was unable to gain access which the complainant said was due to her not hearing the door. The landlord reattended the next day, 2 May 2018, and the repair was recorded as completed.
8. The complainant raised a formal complaint with the landlord on 9 August 2018. She was dissatisfied with the standard of repairs carried out as the sinks and bath continued to drain very slowly and, despite the visits by the contractors, the issues persisted.
9. The landlord called the complainant on 31 August 2018 to discuss her complaint. The complainant said that somebody had visited her and advised that scaffolding was due to be erected to enable the drains to be flushed. However, the landlord was unable to identify who this had been. The complainant explained that she was awaiting a heart operation and so she should not be exposed to undue stress. The landlord said that it would investigate the identity of who had visited the complainant and investigate whether further works were required. The landlord confirmed that it would close the complaint and a letter was sent to the complainant the same day explaining that her complaint was not upheld.
10. There is evidence that the landlord's surveyor and a drainage engineer visited the complainant's block at the beginning of September 2018 and identified works needed to the soil stack which required scaffolding.
11. On 3 September 2018 the complainant requested that the landlord escalate her complaint as she reported that damage had now been caused to her personal property due to the drainage issues. The landlord responded and asked her to provide any evidence of damage to the landlord's complaints team.
12. Scaffolding was then erected and the soil stack was cleared on 12 September 2018.
13. The landlord responded under the final stage of its complaints procedure on 15 October 2018 following a holding letter sent on 3 October 2018. The landlord apologised for the stage 1 complaint having been closed prematurely as it said that an action plan should have been agreed before the complaint

was closed. The landlord stated that the work to erect the scaffolding and clear the soil stack had been in process before the complaint was raised and that the scaffolding would remain in place for further monitoring of the drainage. The landlord was satisfied that the work had therefore been completed within a timely manner.

14. In relation to the person that the complainant had said visited her the landlord said that it had not be able to identify who this was and apologised for this. The landlord also said that the photographs sent by the complainant did not evidence that the damage caused to her flooring had been due to the back flow. The landlord therefore repeated that the complainant would need to claim for this damage on her contents insurance.
15. The complainant subsequently sent videos to the landlord on 15 October 2018, one of which was made after the repair to the soil stack, to illustrate that she was still having issues with back surging waste water. The complainant did not believe that the landlord had fulfilled its duty to ensure that the problem was permanently fixed to prevent re-occurrence. The landlord instructed the contractors to return to the flat to re-examine the affected drain pipes and resolve the drainage problem. This appointment took place on 22 October 2018 and there is no evidence that the complainant reported further problems following this.

Assessment and Findings

16. In relation the to the landlord's response to the complainant's reports of problems with the drainage, the landlord concluded that the work needed was completed within a timely manner. However, there were at least six different repairs raised by the landlord before a full and effective repair was carried out. This meant that though a problem was first reported in March 2018, it was not fully resolved until October 2018, seven months later. It is noted however that there was a period of three months where there is no evidence of any reports being made by the complainant during this time. It would have been appropriate for the landlord to recognise the delay in it resolving this problem completely and the additional distress this would have caused the complainant due to the vulnerability that she had made it aware of.
17. Also, neither the repair raised on 15 March 2018 nor the repair raised on 4 April 2018 were given the right priority in accordance with the landlord's policies. On 15 March 2018 the complainant reported that there was a back surge into her bathroom from other properties, which was due to a blockage on the soil stack. However, this was raised with a three day response time when it should have been raised with a one day response time. Again, on the 4 April 2018 the landlord arranged a repair to the blocked bath as a seven day repair when under its policies this should have been a three day repair. This

was not appropriate as the landlord's response times were then not in line with the its policies.

18. In relation to the damage to the complainant 's flooring there remains a dispute between her and the landlord as to the cause of this. The complainant says that this was caused by the back flow from her sink into the property which the landlord disputes . The Ombudsman is unable to decide questions of liability nor is it her role, as this would need to be decided by an insurance company or court . The complainant has provided evidence showing why she believes the landlord is responsible for the damage , including pictures and videos. However, these do not conclusively show what caused the damage and there is also no conclusive third party evidence in relation to this. Therefore, this Service is unable to say that the damage to the flooring was caused by the drainage problems . What has therefore been considered is whether the landlord's response to the complainant's reports of the damage was appropriate
19. When the damage was first reported the landlord reasonably asked the complainant to provide evidence of the damage caused. However, it was unable to conclude from the evidence provided when the damage had been caused, what had caused the damage or the extent of the damage . It was therefore not unreasonable that the landlord advised the complainant to refer this matter to her contents insurer.
20. Though the complainant does not believe that the damage to her flooring is covered by her insurer, they would be able to assess whether the landlord had been negligent and was therefore liable for the damage caused or not. I would therefore encourage the complainant to contact her insurer about this if she wishes to pursue this part of her complaint.

Determinations

I am satisfied that, in accordance with paragraph 42 of the Housing Ombudsman Scheme, there was service failure in the landlord's response to the complainants reports of drainage problems in the property.

I am satisfied that, in accordance with paragraph 42 of the Housing Ombudsman Scheme, there was no maladministration in the landlord's response to the complainant's reports of damage caused to her property.

Reasons

Though the landlord appropriately raised a repair each time the complainant reported a problem with the drainage in her property, it failed to recognise the delays in it carrying out a full and effective repair. The landlord also failed to recognise that two of the repairs raised had been assigned the wrong priority.

The landlord was unable to conclude from the evidence provided by the complainant what had caused the damage to her property, when this had happened or what the extent of the damage was. It was therefore reasonable for the landlord to refer the complainant to her contents insurer who would be able to assess liability.

Orders

That the landlord;

- Pay the complainant £200 compensation for the distress and inconvenience caused to her by the delays in it fully repairing the problems with her drainage and raising two repairs with the wrong priority
- Assess any staff training needs to ensure that repairs are raised in line with the landlord's repairs policy