

13 August 2019

**Complaint reference:**  
19 000 464

**Complaint against:**  
London Borough of Havering

## **The Ombudsman's decision**

Summary: Mr X complained about the extension work the Council carried out on the dropped kerb in front of his property. The Council was not at fault in the way it completed the dropped kerb extension work Mr X requested.

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## **The complaint**

1. Mr X complained about the dropped kerb extension work the Council carried out in front of his property. He says the work did not meet his requirements or reflect what he had agreed with the Council's engineer.

## **The Ombudsman's role and powers**

2. We investigate complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. We must also consider whether any fault has had an adverse impact on the person making the complaint. I refer to this as 'injustice'. If there has been fault which has caused an injustice, we may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1), as amended*)
3. If we are satisfied with a council's actions or proposed actions, we can complete our investigation and issue a decision statement. (*Local Government Act 1974, section 30(1B) and 34H(i), as amended*)

## **How I considered this complaint**

4. I corresponded with Mr X's representative about his complaint and considered the Council's response to my enquiries. I also considered:
  - The Council's Terms and Conditions for installation of a dropped kerb.
5. Mr X and the Council both have had an opportunity to comment on a draft decision I sent them.

## **What I found**

6. Residents can apply for a dropped kerb, or an extension to an existing dropped kerb, using the Council's website.
7. The Council has an online system where residents enter the measurements of the proposed dropped kerb. The Council then provides an instant online quote. An extension to the kerb is measured from the flat part of the existing kerb, not from the ramp which restores the dropped kerb to pavement height.

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8. Residents must pay a fee when they apply to the Council for a dropped kerb, or an extension. At the time of Mr X's application, the fee was £50.
  9. Once the Council receive the application, it arranges a site meeting between the applicant and a Council engineer to agree the work required and the cost. The Council states the engineer draws out the proposed work in paint on the pavement. The engineer also confirms the measurements in writing which they give to the crew who complete the work.
  10. After the site visit, the Council sends the applicant a letter to confirm the proposed work and request payment. This letter states the applicant should check that the paint markings on the pavement are correct. It says it cannot make changes after it has completed the work.
  11. The Council states any work on pavements must be completed by the Council and not by an applicant's own contractor.

## **What happened**

12. Mr X got an online quote from the Council for a two-metre extension to his existing dropped kerb. He estimated the depth of the pavement to be one metre. The Council's online estimated cost was £300.
13. Mr X submitted his application for a kerb extension on 6 October 2018 and paid the £50 application fee.
14. On 17 October 2018 the Council's engineer met with Mr X on site to discuss his application. In this meeting, the Council's engineer said Mr X agreed to a 1.05 metre extension, which included a 0.45 metre ramp, at a cost of £400.05. This was shorter than the two-metre extension Mr X wanted, but he opted for a shorter extension due to the cost. The Council's engineer also measured the depth of Mr X's pavement to be 2.54 metres. The Council said that it marked up the proposed work on the pavement. Mr X said he is adamant there were no markings.
15. On the same day, the Council sent a letter to Mr X to confirm the quoted price and measurements of the work. It also asked Mr X to check the markings on site before paying, as mistakes could not be changed later.
16. Mr X paid the Council £400.05 on 18 October 2018 and on 16 November 2018 the Council completed the work.
17. Mr X was unhappy with the results of the work, as the dropped kerb did not extend as far as he wanted. He tried to contact the Council to discuss this but after getting no reply he submitted a complaint.
18. The Council provided its stage one complaint response on 7 December 2018. It told Mr X he had agreed to a smaller extension of 1.05 metres with the Council's engineer. It also said it had measured the completed extension to be 1.1 metres, 50 millimetres larger than agreed. The Council concluded that Mr X had got what he paid for and it did not uphold his complaint.
19. Mr X took his complaint to stage two of the procedure on 4 January 2019 and the Council provided its response on 21 January 2019. It reaffirmed the reasoning of its stage one response and told Mr X that it had sent him a letter before the work was carried out, advising him to check the markings on site were correct before he paid for the work. The Council did not uphold Mr X's complaint, but it did acknowledge that he thought the extension would extend further and put this down to a misunderstanding between Mr X and the engineer. As a gesture of

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goodwill, the Council offered to waive the application fee if Mr X wished to apply for a further kerb extension.

20. Mr X remained unhappy with the Council's response and brought his complaint to the Ombudsman.

### **The Council's response to my enquiries**

21. The Council's engineer who met Mr X told me that they marked out the extension measurements in orange paint. The markings were visible on site for at least six weeks, and the work was completed in accordance with the markings.
22. The engineer also told me they discussed two options with Mr X. The first being the agreed extension of 1.05 metres and the second a full-length extension of 1.65 metres up to Mr X's wall, which Mr X considered to be too expensive.
23. After the works were complete, the engineer told me they met with Mr X again as he was unhappy the extension did not go up to his wall. The engineer said the markings clearly showed this would not be the case.
24. The Council told me that, where an existing dropped kerb is extended, it must lower the ramp of the existing kerb before installing the new surface. In this case, the new ramp it installed was 0.45 metres and this forms part of the overall extension of 1.05 metres. This means the actual net increase to Mr X's kerb extension was only 0.6 metres and this was demonstrated by the markings outside Mr X's property.

### **My findings**

25. The Council's on-site estimate of £400.05 was more than the £300 Mr X had been quoted online because Mr X had incorrectly stated the depth of the pavement was one metre. It was measured to be 2.54 metres, which increased the cost.
26. The works estimation form completed by the Council confirms the agreed extension measurement of 1.05 metres and indicates that this was marked on site. It also confirms the 1.05 metre extension includes a 0.45 metre ramp.
27. The Council wrote to Mr X detailing the work quoted on site. It told Mr X to check the markings were correct before paying. Mr X did not do so.
28. In response to the letter describing the agreed work, Mr X did not contact the Council to say there were no markings on the pavement and he paid the requested fee. The Council completed the work based on that fee. The Council was not at fault for the work it completed on Mr X's kerb.
29. If Mr X wants his dropped kerb to be wider, then he would have to pay the Council for the additional work. The Council accepts there may have been a misunderstanding between Mr X and the engineer about the work to the kerb. As a gesture of goodwill, the Council has offered to waive the application fee if Mr X wishes to apply for a further extension to the dropped kerb. That would mean Mr X just has to pay for the additional work.

### **Final decision**

30. There was no fault in the way the Council carried out the dropped kerb extension work Mr X requested.

### **Investigator's decision on behalf of the Ombudsman**