

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202205499*

*The Cambridge Housing Society Limited*

*29 February 2024*

## **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:
2. The landlord's response to the resident's reports of antisocial behaviour (ASB) including racist abuse and harassment.
3. The landlord's approach to the resident's request to install a fence.
4. The conduct of the landlord's staff.
5. The landlord's handling of the resident's complaint.

## **Background**

6. The resident is an assured tenant of the landlord which is a housing association. The resident's property is a 2-bedroom semi-detached house, and the resident has lived here since 2010.
7. The resident confirms that she has a hearing impediment, and this information is noted on the landlord's systems. The landlord's records show that it will confirm any information to the resident in writing.
8. In an email dated 7 December 2021 the resident informed the landlord that she was worried that her neighbour's CCTV camera was pointing on to her property. She outlined that she wanted to install a screen or fencing due to her concerns. The landlord responded to her email on 9 December 2021 and provided her with a tenant's alteration form for her to complete regarding her request.

9. On 8 February 2022 the landlord sent an email to the resident regarding her request to extend the height of her garden wall. It provided a plan of the area and highlighted in orange which wall she could add height to. A further copy of its tenant's alteration form was provided for the resident to complete and return.
10. On 23 May 2022 the resident called the landlord to report that an incident had occurred between her and her neighbour. She stated that the landlord's surveyor had given her permission to install extra fencing and confirmed that she had paid for it to be put up that same day. However, her neighbour was angry that the fence was blocking the view of her CCTV camera. She outlined that her neighbour had started measuring the new fencing with a tape measure. This had resulted in an altercation where both parties were swearing at each other. The resident asked for advice on whether she should call the police.
11. The landlord contacted the resident's neighbour on 27 May 2022 and challenged them on why they went out to measure the new fencing installed by the resident. The landlord told the neighbour that this action may have been seen as confrontational by the resident and it stated that the neighbour should have left it to deal with the situation.
12. The landlord's records show that within internal emails dated 23 May 2022 and 31 May 2022:
  - a. Its staff were discussing the resident's request to add height to her garden wall by installing extra fencing.
  - b. It was highlighted that the neighbour was concerned that extra fencing the resident had put up was blocking the view of their CCTV camera onto their section of the shared driveway.
  - c. There had been an incident between the resident and her neighbour as the neighbour had gone out to measure the height of the new fence.
  - d. Its staff would attend the following day to inspect the new fence.
13. Following a visit to the property, the landlord wrote to the resident on 9 June 2022. It advised that her new fence had been installed on to a wall which was part of her neighbour's property. It confirmed that the new fence needed to be removed but she could reattach it to her own wall. It also advised that her new fence was too high and stated that the entire wall, including any fencing could not be more than 2 metres high, unless she had planning permission. It attached another copy of its tenant's alteration form for her to complete and return so that it could approve her request. It also provided another copy of a plan of the area and highlighted in yellow which wall she could add height to.
14. On 10 June 2022 the resident sent an email to the landlord and outlined that she was unhappy with its email from the previous day. She stated the following:

- a. She had spoken to the landlord's surveyor in 2021 to ask if she could install extra fencing on her wall as her neighbour had installed CCTV behind the wall. She felt this was affecting her privacy.
  - b. She stated that she had filled in and returned a completed tenants alteration form in 2021 and the surveyor had told her that she had permission to install the fencing.
  - c. She further stated that the surveyor had attended in 2021 to check where her neighbour's CCTV was directed.
  - d. She further stated that told her that the surveyor had told her during this visit that she could block her neighbour's CCTV camera but did not inform her how high the new fencing should be.
  - e. She stated that she had saved for 1 year to be able to install the extra fencing. She had tried to call the surveyor the day before the fencing was installed to double check that she still had the landlord's permission but there was no answer.
  - f. She was angry and upset to receive an email from the landlord telling her to remove the new fencing as it had been installed on her neighbour's wall.
  - g. She stated that the surveyor referred to an "orange line" in his email but she could not see any orange line outside on her driveway.
  - h. The resident completed the tenant alteration form and attached it to her email.
  - i. The resident also stated in her email "this is a complaint about not being given clear instruction by the surveyor".
15. The resident's advocate sent a letter to the landlord on 20 June 2022 which outlined the following:
- a. It was confirmed that the resident had recently had extra fencing installed on a boundary wall to obscure the view of her neighbour's CCTV camera which was pointed at the resident's parking space.
  - b. In the spring of 2021, following a visit to the property, the landlord's surveyor had given verbal consent for the resident to install extra fencing on her boundary wall.
  - c. It was confirmed that the resident had not received written permission to install the extra fencing.
  - d. Further concerns were raised about the boundaries of the resident's property and her neighbour's property.

16. On 4 July 2022 the landlord's staff attended the resident's property and removed the extra fencing she had installed. Its records state that the fencing was removed undamaged and placed inside the resident's garden.
17. The landlord sent an email to the resident on 5 July 2022 which stated:
  - a. Its surveyor had not given permission for the extra fencing to be installed.
  - b. It had not received a tenant's alteration form from the resident before she had installed the extra fencing.
  - c. It confirmed that it had received from her a completed tenant's alteration form on 10 June 2022.
  - d. It had informed the resident in an email dated 30 June 2022 that it would take steps to remove the extra fencing that she had installed on her neighbour's wall.
  - e. It had placed the fencing in her garden and stated that she may wish to instruct her contractor to install the fence on to her wall.
  - f. It confirmed that it would recharge her for the cost of removing the fence as her contractor was not able to remove the fencing in the near future. It also noted that it was installed without its permission.
  - g. The landlord issued a warning to the resident due to the language she had used towards its staff in recent emails. It outlined that it may take action against her tenancy should the behaviour continue.
18. The resident made a formal complaint to the landlord on 26 October 2022 which was acknowledged by the landlord via email on 28 October 2022. It confirmed its understanding of the resident's complaint to be:
  - i. That her neighbour was targeting her with racist abuse and harassment.
  - ii. That the landlord was allowing her neighbour to continue her racist behaviour and that the resident had provided lots of evidence of this.
  - iii. The landlord had taken the side of the neighbours because they are white.
  - iv. The resident did not believe the Ombudsman had found that the landlord acted fairly in responding to her concerns.
  - v. She had stated that she had been threatened with enforcement action by her housing officer.
19. On 2 November 2022 the landlord provided its stage 1 complaint response to the resident which stated:

- a. Its staff had reviewed the footage provided by the resident and it found that the footage did not show any racist abuse or ASB which would support it taking action against her neighbour's tenancy.
  - b. It advised the resident that in order to take action against a tenancy it needed supporting evidence of any ASB incidents.
  - c. It found that it had taken the appropriate steps to investigate her reports of ASB.
  - d. It stated that it had found no evidence whatsoever of racial bias by its staff.
  - e. It referred to the previous determination made by the Ombudsman in February 2021 and stated its conclusions remained the same.
  - f. The landlord also referred to communications it had with her about her own conduct towards her neighbour. It stated that the resident had acknowledged that she had used offensive language towards her neighbour.
  - g. It advised the resident how to escalate her complaint should she wish to. It did not uphold her complaint.
20. The resident contacted the landlord on 3 November 2022 and stated that she as she was unhappy with its stage 1 complaint response, she wanted to escalate her complaint. She felt that the landlord was lying and stated again that the footage she had provided showed her neighbour using racist language towards her. She believed that the landlord was taking the side of her neighbour. She stated that she needed help in presenting her case to the landlord's complaints panel and mentioned that her father knew the case well.
21. The landlord confirmed to the resident on 4 November 2022 that it would escalate her complaint to stage 2 of its complaints process. It stated her case would be heard by its customer complaints panel and should be completed by 1 December 2022. It explained that she would not need to present anything to the panel as all members would be provided with all the records relevant to her complaint. It confirmed that her complaint would be anonymised as the panel is made up of other residents. It would then write to her with the outcome of her complaint.
22. The resident advised the landlord that she was confused about its complaint panel process. She asked for help in accessing the complaint panel. On 7 November 2022 the landlord sent an email to the resident which explained how its complaint panel process worked. It outlined that her personal details would be removed from the information given to the panel as other residents were on the panel. It stated that it had previously sent her the details of its complaints policy.

23. On 16 November 2022 the landlord advised that it offered support through its complaint panel to any resident. It further stated that the panel is free to decide on whether it should become involved in an individual complaint. It stated that the chairperson of the complaint panel had confirmed that it would not be appropriate for it to offer support as that the resident had contacted the Ombudsman. It also confirmed that the resident could contact the Ombudsman if she was unhappy with the outcome of the complaint panel process.
24. On 6 December 2022 the landlord met with the resident's support worker. The landlord's records of this meeting state:
  - a. The support worker advised that they had been working with the resident for a short time and were providing temporary support to her. Their support would stop in the next few weeks.
  - b. that the resident's allegation of being racially abused by her neighbour was discussed.
  - c. The support worker stated they could not hear any racist abuse on the footage, but a colleague had stated they could hear racist language.
  - d. The support worker understood why the landlord could not at that stage take any action against the neighbour's tenancy.
25. On 5 December 2022 the landlord advised the resident that its complaints panel had advised that it needed further time to be able to fully consider her complaint. It informed her that it would extend the completion date for a further 10 working days and would provide its response by 15 December 2022.
26. The landlord provided the resident with its stage 2 complaint response on 8 December 2022 in which it stated:
  - a. Its customer complaints panel had completed its formal review of her complaint.
  - b. It had read through all anonymised documents relating to her complaint and the panel found:
    - i. Its stage 1 complaint was "totally acceptable".
    - ii. There was no evidence of any misconduct by the landlord's staff.
    - iii. It will not tolerate any racist behaviour in any form. It was satisfied that all the documents reviewed were accurate and not biased in any way.
    - iv. It referred to a previous investigation report from the Ombudsman dated 5 February 2021 which highlighted that the landlord's staff had acted fairly and appropriately to the resident's allegations of ASB and staff misconduct.

- v. In response to the resident stating that she was being threatened with enforcement action by the landlord, it confirmed that this was a warning to her that her behaviour could put her tenancy at risk.
- vi. It stated that it found many of the resident's email to the landlord's staff "extremely rude and totally unacceptable". It provided details of the landlord's policy on managing unreasonable behaviour.
- vii. It concluded that the landlord's staff had acted in a totally professional way.

### *Post complaints process*

- 27. In March 2023 legal action was taken against the resident through the magistrates court. The landlord also started its own legal proceedings against the resident at this time.
- 28. In June 2023 the landlord met with the resident and her advocate. The resident outlined ongoing ASB that she was experiencing. The landlord's records show that mediation was discussed as an option towards resolving the situation. The resident stated she would consider this but stated that mediation between her and her neighbour had been attempted previously but did not provide a resolution. The landlord advised the resident that they were not seeking legal action against her neighbour. Rehousing and support options were also discussed with the resident.

## **Assessment and findings**

### *Scope of investigation*

- 29. The resident states that she has reported to the landlord over a number of years, incidents of ASB caused by a neighbour. This neighbour lives in a house behind the resident's property and the properties are separated by their gardens and individual parking spaces on a shared driveway.
- 30. The Ombudsman has previously determined a case between the resident and the landlord. This report does not revisit any of the findings made in that case and focusses on events which occurred between December 2021 and December 2022.
- 31. The Ombudsman has not seen any evidence to show that within the scope of this case the resident made a formal complaint to the landlord regarding her concerns about her neighbour's CCTV system. As such, this investigation has not considered whether the CCTV system was appropriate, or whether the landlord took reasonable action in relation to any dissatisfaction expressed about this.



*The landlord's response to the resident's reports of anti-social behaviour (ASB) including racist abuse and harassment.*

32. The landlord's ASB and harassment policy and related staff guidance document outlines how it will approach all reports of ASB and harassment. It acknowledges that ASB can have a serious impact on residents' quality of life and lead to stress and anxiety. It outlines that it takes a victim-centred approach in all ASB cases and will offer support where needed. It states that if any person perceives an ASB incident as racist, it should be recorded as such and investigated. It confirms that it will take all reports of harassment seriously and will deal with such incidents within 24 hours of a report being made. It will also recommend that residents contact the police in situations where a criminal offence may have taken place.
33. The landlord reacted quickly to the resident's reports of racist abuse. During its investigations, a number of its staff reviewed the resident's footage of an incident where the resident reported that her neighbour had made racist remarks to her. The landlord reviewed the footage provided by the resident and determined that it did not contain evidence of racist abuse. It informed the resident of its position and was clear that it would not take enforcement action based on that incident. The Ombudsman finds that the landlord acted in line with its ASB policy by acting quickly following the resident's reports of racist abuse by her neighbour.
34. The landlord did challenge the resident's neighbour about her actions when she was measuring the height of the resident's newly installed fence. It acted appropriately by contacting the neighbour quickly and reminding them that their actions could be seen as confrontational towards the resident. The landlord advised the resident clearly when it had found that it did not have enough evidence to take enforcement action against her neighbour. Whilst the resident did not agree with the landlord's position, this approach showed that it tried to manage her expectations.
35. The landlord's records show that it was well aware of the resident's health concerns and vulnerability throughout this case. The Ombudsman has not however seen any evidence that it completed a risk assessment with the resident at any point during its ASB investigations in this case. It is noted that the landlord did liaise with the resident's support worker during the case, however it should have completed a vulnerability/risk assessment with the resident. The landlord's ASB policy outlines that it takes a victim-centred approach in all ASB cases and will offer support, however the Ombudsman has not seen any evidence to show that it followed this aspect of its policy.
36. The resident said that the landlord did not offer her support, which she asked for a number of times. This may have determined if there were any other

support needs that the resident had, and it could have offered relevant referrals to her. Whilst it is noted that the landlord did discuss support and rehousing options with the resident in June 2023, this was 6 months after it provided its stage 2 complaint response. The Ombudsman finds that the landlord's handling of the resident's reports of ASB amounts to a service failure.

*The landlord's approach to the resident's request to install a fence.*

37. The resident's tenancy agreement states that any alterations or additions are not to be made to the property without the landlord's previous written consent.
38. Whilst there is no standalone policy on residents making alterations to properties, the landlord's website contains details of a tenant handbook which is provided to all residents. It says:
  - a. Residents should not make any alterations, improvements or additions to their home (including the gardens), or put up any building or shed, unless the landlord first provides permission in writing.
  - b. It will consider such requests and will not unreasonably refuse requests.
  - c. It will provide residents with a response within 28 days following receipt of written requests to make alterations.
  - d. If permission is refused, the landlord will advise of the reasons why.
  - e. The tenant's alteration form must be signed and includes the following elements to be agreed by any resident making the application:
    - i. "I will not make arrangements for the work to be carried out until I receive approval in writing from the Cambridge Housing Societies Surveyors."
    - ii. "That the work is executed by a competent person in a proper workmanlike manner, and that you pay all costs involved, including any defects that may arise as a result of the work. CHS reserves the right to use their own workmen to correct any defects, and recharge for any works that maybe needed."
39. The Ombudsman notes that it is disputed by the resident and the landlord that the resident states she received verbal permission from a member of the landlord's staff in 2021 to install the fence. The Ombudsman has not seen any evidence to show that the landlord received an alteration request form completed by the resident before she had the fence installed. The Ombudsman has also not seen any evidence to show that the landlord provided written permission for the resident to install the fence. As such, the landlord acted appropriately and in line with its stated position on property alterations as is outlined in its tenant's handbook.

40. As the resident did not receive written permission from the landlord to install any fencing, the landlord acted appropriately by informing her that it needed to be removed. It acted reasonably by allowing her time to arrange with her contractors to have the fencing removed. However, due to the contractors not being available, the landlord removed the fence itself and advised the resident that she would be liable for any costs, which was reasonable for it to do. The landlord's records show that the installation of the fencing was a point of major disagreement between the resident and her neighbour, and it considered this in taking steps to remove the fence.
41. It is not clear whether the landlord explained to the resident how high her new fence could be, or that it checked that she understood which wall she would be permitted to install the fence on. It is noted that the landlord did provide the resident with a plan showing the boundaries of the property but it should have discussed this with her and noted its discussion. The landlord could have offered more clarity to the resident to avoid the fence being installed on the wrong wall but its general advice was satisfactory. The Ombudsman therefore makes a finding of no maladministration.
42. It is clear from the evidence reviewed that the resident was very concerned about what her neighbour's CCTV cameras could see and she believed that they were pointed at her property. The resident was distressed and believed that her neighbours were spying on her. Whilst the landlord did tell the resident that the CCTV did not cover her property, the resident also may have found comfort in the landlord checking the cameras himself and advising her that the CCTV did not cover her property. This may have gone some way to reassure the resident about her concerns.

*The conduct of the landlord's staff.*

43. The landlord's website details that it is developing an equality, diversity and inclusion policy for its customers. Its compensation policy outlines that it will not directly or indirectly discriminate against any person because of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex, or sexual orientation. It further states that it will comply with all the legal requirements of the Equality Act (2010) and Human Rights Act (1998).
44. The resident raised a number of issues about the conduct of the landlord's staff. One of these issues was that she believed the landlord had treated her unfairly and sided with her neighbours as a result of her race.
45. While the Ombudsman is unable to categorically determine whether the landlord had acted in a "racist" manner, this Service can consider whether there is any evidence that the landlord treated the resident unfavourably as a result of

the colour of her skin. The Ombudsman has therefore done this, but has been unable to conclude that there was any adverse action taken by the landlord which was clearly motivated by the resident's race. It is worth noting that racism is a criminal offence and as such, should the resident experience this, it would be appropriate for her to also make contact with the police.

46. The resident was also unhappy with the action the landlord took in relation to her behaviour, and warnings about her language. The landlord has a managing unreasonable customer behaviour policy which states that it understands that residents may be angry about issues they have raised. When that anger escalates into aggression, abuse or violence, it considers this unacceptable. Its policy outlines that it will issue written warnings to residents which will confirm further implications should the behaviour continue. Its policy also confirms that it will make reasonable adjustments where residents have disabilities or health conditions which may make it difficult for them to express themselves or communicate clearly, especially when they are anxious or upset. It states it will always consider making reasonable adjustments for a customer if it is asked to do so and this includes:
- a. Considering using different methods of communication
  - b. Issuing clear warnings when it feels that a customer's behaviour is unacceptable so that they have the opportunity to change it.
47. It is clear from some of the resident's emails to the landlord that she was very unhappy with its approaches and position towards the reported ASB and the removal of the fencing. In response to the resident's emails, the landlord acted in line with its managing unreasonable customer behaviour policy by warning the resident about her behaviour.

*The landlord's handling of the resident's complaint.*

48. The landlord's complaints policy outlines a 3-stage process:
- a. Informal complaint. This stage offers residents the opportunity to report concerns and the landlord will aim to provide a resolution within 5 working days.
  - b. Formal complaint. If residents are dissatisfied with the landlord's response they can request an escalation within 30 days of the original response. It aims to provide a response within 10 working days. It will also treat the following as formal complaints:
    - i. it is a problem that has happened before
    - ii. it is a complaint about a serious failure in its services
    - iii. a resident has asked for it to be treated as a formal complaint

- iv. it is a major complaint about an employee or board member's conduct
  - c. Formal review. If residents are dissatisfied with the landlord's formal complaint response they can request an escalation within 30 days. it aims to provide its response within 20 working days. Residents may request that their complaint is reviewed by a complaints panel.
49. Whilst returning a completed property alteration form to the landlord on 10 June 2022 the resident stated “this is a complaint about not being given clear instruction by the surveyor”. This was a clear expression of dissatisfaction and a clear indication from the resident that she wished to begin the complaints process.
50. Despite this, the landlord did not formally consider the resident's dissatisfaction with the way it had handled her fence installation request. Its failure to do so meant that the resident's concerns were not fully considered via the landlord's complaints process. The resident was not provided with a formal response on this matter and was not offered the benefit of a two-stage procedure. She was not given the opportunity to challenge the landlord's position formally, or for a senior member of staff to review the evidence / the landlord's initial position at an escalated stage. This was inappropriate and contrary to the Complaint Handling Code. The Ombudsman therefore makes a finding of maladministration.

## **Determination**

51. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was service failure in the landlord's response to the resident's reports of anti-social behaviour (ASB) including racist abuse and harassment.
52. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was no maladministration in the landlord's approach to the resident's request to install a fence.
53. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was no maladministration in the conduct of the landlord's staff.
54. In accordance with paragraph 52 of the Housing Ombudsman Scheme, there was maladministration in the landlord's handling of the resident's complaint.

## **Orders and Recommendations**

### *Orders*

55. Within four weeks of the date of this report, the landlord is to:

- a. Pay the resident a total of £200 in compensation which is comprised of the following:
  - i. £50 in relation to its service failings in the handling of the resident's reports of ASB.
  - ii. £150 in relation to its service failings in its handling of the resident's complaint.
- b. Provide the Ombudsman with evidence confirming compliance with the above order.

### *Recommendations*

56. The landlord is to discuss with the resident any current support needs she may have and make any necessary support referrals on her behalf.
57. The landlord is to reassess its complaint handling approaches and to consider the Ombudsman's complaint handling code ([Complaint Handling Code - Housing Ombudsman \(housing-ombudsman.org.uk\)](https://www.housing-ombudsman.org.uk)) – The landlord is to share the findings with relevant staff and its management committee, including training where appropriate and to incorporate the findings of this report in its management of complaints in future.