

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202010357*

*The Cambridge Housing Society Limited*

*14 June 2021*

## **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:
  - a. The landlord's handling of the resident's reports of pests in her property.
  - b. The landlord's complaint handling

## **Background and summary of events**

2. The resident is a tenant of the landlord. Her tenancy began in July 2019.
3. On 15 January 2020 a professional pest control service (PCS) attended the property. Their report shows that mice were present. They identified "obvious entrances" and recommended these to be sealed. The inspection was arranged and paid for by the resident.
4. The landlord's records show that the resident reported her pest problem to it on 16 January 2020. The records show that a work order had already been raised at this point for a contractor to attend to holes in the roof.
5. PCS reattended on 24 January 2020. Their report shows that squirrels were also present. They again recommended the access points to be sealed.
6. PCS attended on 28 January 2020. Their report shows that there was no further mice activity. They repeated their recommendation that the access points be sealed.
7. The landlord's records show that its contractors attended the resident's property on 29 January 2020 to temporarily repair the holes in the roof. The records show

that the contractors were unable to access the roof as they required scaffolding. They also identified what further work was needed to seal the access points.

8. The resident later explained in her complaint that, when the contractors attended on 29 January 2020, they “did nothing”.
9. PCS attended on 31 January 2020. Their report shows that squirrels were entering the loft through a hole at the corner of a window, and through broken tiles.
10. The landlord’s records show that its contractors reattended on 3 February 2020 to seal several access points.
11. The landlord’s records show that the resident sent it a letter with copies of four PCS reports, and photos of the pest problem on 6 February 2020. It logged her concerns as an initial formal complaint on 7 February. In her letter, the resident asked the landlord to work alongside PCS to stop the pests entering. She asked the landlord to refund her for the costs incurred (£240) so far from PCS. She said she had not caused the problem, and that the pests had entered through broken slates and holes in the roof. She said that the mice would not have returned on 31 January if the landlord had “cared enough and [done its] job on the 29<sup>th</sup> Jan”. She provided it with a history of evens from 13 January until 3 February.
12. PCS attended on 8 February 2020. Their report shows that the mice had returned “due to poor proofing of holes” which were “not sealed correctly”. They recommended the access points be sealed properly and gave advice for doing so.
13. PCS attended on 19 February 2020. Mice and squirrels were both present. They recommended the external proofing work “to be done correctly”, and gave further proofing advice.
14. The landlord’s records show that it contacted the resident on 20 February 2020 to advise her that repair work would be completed. It is unclear what repair work it referred to, or whether it closed her informal complaint at this point.
15. On 24 February 2020 the resident sent the landlord a letter addressed “to whom it may concern, dealing with my complaint”. She provided it with two further PCS reports. She asked the landlord to carry out PCS’s recommendations.
16. On 25 June 2020 PCS attended the property. The report shows that no pests were present. They noted the roof holes had still not been sealed.
17. In the resident’s correspondence with this Service she explained that on 30 June 2020 she discovered a “fresh looking” dead mouse. She reported this to the landlord.

18. The landlord's records show that its contractors attended on 20 July 2020 and "repaired holes in valley and roof".
19. In the resident's correspondence with this Service, she explained that she discovered two dead mice in her property on 14 August 2020, and then advised the landlord.
20. The landlord's records show that its contractors attended the property on 10 September 2020. They "replaced two broken tiles and repaired valley with lead".
21. In the resident's correspondence with this Service she explained that on 19 September 2020 she found mice and then reported this to the landlord.
22. The landlord's records show that on 22 September 2020 its contractors "put some mortar along the slabs and wall gap at the rear" of the property.
23. The landlord's records show that its contractors attended the property on 6 October 2020. The records show that they blocked a hole in the downstairs toilet, and that there were "no other possible holes in the property" which pests could enter through. In the resident's correspondence with this Service, she explained that during this appointment the contractors had "only sealed one hole, leaving the big gap wide open" in her downstairs toilet, and had not gone upstairs. She explained that three mice entered her property following this.
24. The landlord's records indicate that the resident then reported to it on 14 October 2020 that there was a "hole around toilet and bath panel". It raised a work order which was completed on 16 October. The contractors "filled numerous gaps".
25. The landlord's records show that, during a telephone conversation with the resident on 22 October 2020, she raised her concerns with the original handover of her property and the delay in sealing the accessing points. It is unclear whether the landlord logged this as a formal complaint.
26. In the resident's correspondence with this Service, she explained that on 25 November 2020 the landlord allowed her to check through her case file. She then noticed that all of the photos she had provided it with of the pest investigations thus far "had been removed".
27. The landlord issued its complaint response on 9 December 2020. It apologised for the length of time it had taken to resolve the issue. It summarised its understanding of her complaint to be that the resident did not believe her property was fit to move into, and that the landlord should have been responsible for the PCS costs she had incurred.
28. The landlord said that as the resident completed a mutual exchange, it would not have attended to minor repairs before the exchange, and that the resident

accepted the property in its condition. It said that the points of access for the pests were “not so obvious to have been reported until the pest problem occurred”. It said that in accordance with the tenancy handbook, the resident was responsible for pest control within her property. It said that it had not done as well as it might have done to resolve the issues highlighted by PCS. It acknowledged that it had delayed attending to repair appointments, and that it had not completed a repair on the first occasions which caused a reinfestation. It acknowledged that it needed to pay for the PCS appointments following the reinfestation. It said that the resident was responsible for the initial PCS costs “up until the point it was reported to us and we had attended to try and resolve the problem”. It offered her £265 compensation. This comprised of:

- a. £220 towards the PCS visits (£155 for the “most recent visits”, and £65 “towards the monies [she had] already paid”)
- b. £25 for the inconvenience caused
- c. £20 for having mislaid her photos.

29. The landlord asked the resident to provide evidence of any further costs she had incurred. It concluded by referring her to this Service if she remained dissatisfied.

30. After the resident brought her complaint to this Service, we unsuccessfully attempted to mediate an informal resolution between her and the landlord, and so the complaint was accepted for investigation.

31. The landlord’s records show that the PCS visits from January and February 2020 totalled to £330. The PCS visit from 25 June came to £65.

## **Assessment and findings**

### *Handling of pest reports*

32. The landlord’s tenancy handbook states that the landlord is responsible for maintaining and repairing the structure of the property. It also says that residents are responsible for pests within their property. Nonetheless, it is generally accepted that if pests are entering due to structural faults within the property, the responsibility for them falls on the landlord.

33. The landlord’s records show that the resident reported her pest issue on 16 January 2020. It then attended on 29 January and on 3 February. The landlord continued to respond to and take action when the resident reported further pests in the subsequent months. The evidence indicates that the resident did not report any further pests following the repair work on 16 October.

34. Although the landlord continued to take steps to seal access points in the property, it is unclear why it took nine months to complete the work. In its

complaint response, the landlord apologised for the length of time it had taken to resolve the issues highlighted by PCS, but did not explain the reasons for the delay. As explained above, as the pests were entering through faults within the structure, the responsibility fell on the landlord to rectify the problem. There may have been a reasonable explanation for the repeated repair appointments, but there is no evidence of the landlord communicating it to the resident, or attempting to manage her expectations about the time it would take to resolve the issue. In its complaint response the landlord failed to explain its actions, and missed its opportunity to justify the delay.

35. In the circumstances of a high level of repeat visits over a lengthy period of time, with the pest issues ongoing, and in the absence of any explanation why the holes and other entry points were not dealt with in the first few visits, this was a significant failing.

### *Complaint handling*

36. The landlord's complaints policy says that when residents make an initial complaint, it will attempt to informally resolve it within five working days. If the resident remains dissatisfied, it will provide them with a formal response within 20 working days. If the resident asks for a review, the landlord will do so within ten working days. The complaint will then be brought to a review panel which is the final stage of its complaint procedure.
37. The landlord issued its final and only complaint response on 9 December 2020. The resident first raised a complaint to it on 6 February 2020. The evidence indicates that the landlord considered her complaint to be an informal one at that point. However, as the complaint was substantial, was clearly an expression of dissatisfaction with its actions and the ongoing pest problem, and sought compensation or reimbursement, that decision was not reasonable. The evidence also suggests that the landlord may have closed her complaint on 20 February, when it advised her that repair work would be undertaken, but without clearly addressing the issues she had raised. The resident sent another letter on 24 February, and said that she wanted it to be added to her previous complaint. That was further evidence that she considered her complaint to be formally made. The evidence also indicates (but is not entirely clear) that the landlord only logged the resident's concerns as a formal complaint following a telephone conversation in October 2020.
38. The Housing Ombudsman's Complaint Handling Code, published in July 2020, sets out that landlords should have a two-stage complaint process. Residents should be given the opportunity to challenge any findings from its stage one complaint response, and correct any mistakes found. The Code also says that complaints should be resolved at the earliest possible opportunity. However, in

this circumstance, the resident first raised her complaint in February 2020 and did not receive a formal response until December.

39. It was therefore unreasonable for the landlord not to have provided the resident with a complaint response until December 2020. During this ten-month delay, there is no evidence of it updating her on the status of her complaint, or explaining why it had not yet formally responded to her. The landlord failed to act in accordance with its complaint policy as explained above in paragraph 36, or in accordance with what the Ombudsman would expect. It only provided her with one complaint response, and acted unfairly by not giving her to opportunity for a review, as it did not explain its complaint process to her.

### **Determination (decision)**

40. In accordance with paragraph 54 of the Housing Ombudsman Scheme, there was maladministration by the landlord in the way it:

- a. Handled the resident's reports of pests in her property.
- b. Handled the resident's complaint.

### **Reasons**

41. As the pests entered the property through structural faults, the landlord was responsible for repairing these. However, it took multiple visits, and a total of ten months to properly seal the property.

42. It delayed issuing its formal complaint response, and failed to progress the resident's complaint through its internal complaint procedure.

### **Orders and recommendations**

43. The landlord is ordered to pay the resident £375 compensation. This is comprised of:

- a. £250 for the inconvenience and delay experienced as a result of the failings identified with its handling of her pest reports.
- b. £125 for the failings identified with its complaint handling.

44. This is in addition to the compensation and reimbursement the landlord offered to the resident during its complaints process. The landlord should now also pay that money, if it has not already done so.

45. These payments must be made within four weeks of the date of this report. The landlord should update this Service when the payment has been made, and the resident should advise if payment has not been received by the deadline.