

additional papers 1



Overview and Scrutiny Committee

Mon 13 Jan
2025
6.30 pm

Oakenshaw Community Centre,
Castleditch Lane, Redditch, B98 7YB



**If you have any queries on this Agenda please contact
Mat Sliwinski**

**Town Hall, Walter Stranz Square, Redditch, B98 8AH
Tel: (01527) 64252 (Ext. 3095)
email: mateusz.sliwinski@bromsgroveandredditch.gov.uk**

Overview and Scrutiny

Monday, 13th January, 2025

6.30 pm

Oakenshaw Community Centre

Agenda

Membership:

Cllrs:	Matthew Dormer (Chair)	Sachin Mathur
	Craig Warhurst (Vice-Chair)	David Munro
	William Boyd	Rita Rogers
	Andrew Fry	Paul Wren
	Joanna Kane	

- 5. Independent Remuneration Panel Recommendations - Pre-Scrutiny** (Pages 5 - 20)
- 6. Damp and Mould Additional Resources - Pre-Scrutiny** (Pages 21 - 38)
- 8. Food Waste Business Case and Associated Waste Related Issues - Pre-Scrutiny** (Pages 39 - 48)
- 10. Housing Ombudsman's Findings Report - Pre-Scrutiny** (Pages 49 - 74)

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EXECUTIVE COMMITTEE
2025

14 January

Report of the Independent Remuneration Panel – recommendations for members’ allowances for 2025-26 and the members’ allowances scheme

Relevant Portfolio Holder	Councillor J Baker Leader and Portfolio Holder for Planning, Regeneration and Governance; and Councillor I Woodall Portfolio Holder for Finance.
Portfolio Holder Consulted	Yes
Relevant Head of Service	Claire Felton
Report Author	Job Title: Darren Whitney, Electoral Services Manager Contact email: darren.whitney@bromsgroveandredditch.gov.uk Contact Tel: 01527 881650
Wards Affected	All
Ward Councillor(s) consulted	N/A
Relevant Strategic Purpose(s)	N/A
Non-Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

1. RECOMMENDATIONS

The Committee is asked to consider the report and recommendations and RECOMMEND to Council

1.1 whether or not to accept all, some or none of the recommendations of the Independent Remuneration Panel for 2025-26;

1.2 having considered the Panel’s report and recommendations, whether or not changes are required to the Council’s scheme of allowances for Members arising from this.

2. BACKGROUND

2.1 Each Council is required by law to have an Independent Remuneration Panel (IRP) which recommends the level of allowances for Councillors. The Panel is made up of suitably skilled members of the public who are completely independent of the Borough Council. It also makes recommendations to four other District Councils in Worcestershire. The Panel’s report is enclosed for consideration by the Executive Committee and ultimately by the Council.

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- 2.2 The panel recommends basic allowances, special responsibility allowances (SRAs), travel, subsistence and dependent carer allowances.

3. FINANCIAL IMPLICATIONS

- 3.1 The IRP recommends a basic allowance of £5,826 which is a 5.58% increase from its recommendation from last year. However, since Council did not accept last years' Panel Recommendation concerning the basic allowance, if approved, it would mean a percentage increase of 19.6% (£952 per Councillor on the basic allowance).
- 3.2 If the Council makes changes to the current amounts of allowances there will be additional costs. If the Council implements all the recommendations of the IRP, using the IRP scheme, budgets will need to be increased in the region of £22,000.
- 3.3 It should be noted that the scheme recommended by the IRP only allows for one SRA per Councillor, as this is usual across the country, and does not include a payment for Executive Members without Portfolio. If the Council implements the recommendations of the IRP and includes additional SRAs and Executive Members without Portfolio the budget would need to be increased by approximately £41,000.
- 3.4 In 2024/25 Council decided to increase the basic allowance by 3% and base it's SRAs on multipliers of the previous year's basic allowance. It also changed the SRAs paid to the Chair of the Audit, Governance and Standards Committee and the Group Leader of the Opposition which were not based on multipliers of a basic allowance.
- 3.5 If Council decides to no increase in the basic allowance there will be an extra cost of approximately £3,000 on current budgets, due to a budget shortfall. This amount will depend on the Special Responsibility Allowances claimed by Members.
- 3.6 The upcoming budget will need to reflect any changes made from the recommendations in this report and the future costs will need to be covered in the medium term financial plan.
- 3.7 The allowance for the Mayor and Deputy Mayor is currently £3,690 and £1,100 respectively and is separate to the remuneration of Councillors reviewed by the IRP.

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4. LEGAL IMPLICATIONS

- 4.1 The Council is required to “have regard” to the recommendations of the Panel. However, it is not obliged to agree to them. It can choose to implement them in full or in part, or not to accept them.
- 4.2 If the Council decides to review its scheme of allowances for Councillors, it is also required to take into account recommendations from the Panel before doing so.

5. STRATEGIC PURPOSES - IMPLICATIONS**Relevant Strategic Purpose**

- 5.1 None as this report deals with statutory functions.

Climate Change Implications

- 5.2 None in this report.

6. OTHER IMPLICATIONS**Equalities and Diversity Implications**

- 6.1 None in this report.

Operational Implications

- 6.2 There are no direct service or operational implications arising from this report. Once the Council has agreed the allowances for 2025-26 Officers will update and publish the Members' Allowances Scheme as appropriate.

7. RISK MANAGEMENT

- 7.1 Payments to Councillors can be a high profile issue. The main risks are reputational. However, the Council is transparent about the decisions made on allowances. The Allowances scheme and sums paid to Councillors each year are published on the Council's website.

8. APPENDICES and BACKGROUND PAPERS

EXECUTIVE COMMITTEE
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Report and recommendations from the Independent Remuneration Panel for 2025-26.

Background papers:

Members Allowances Scheme – in the Council Constitution at part 17:

[Members' Scheme of Allowances - Redditch constitution](#)

9. REPORT SIGN OFF

Department	Name and Job Title	Date
Portfolio Holder		
Lead Director / Head of Service		
Financial Services		
Legal Services		

**Independent Remuneration Panel
for Worcestershire District Councils**

Annual Report and Recommendations for 2025/26

Redditch Borough Council

December 2024

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Recommendations to the Council

The Independent Remuneration Panel recommends to Redditch Borough Council the following:

1. A Basic Allowance for 2025/26 of £5,826, representing a 5.58% increase.
2. A range of Special Responsibility Allowances as set out in Appendix 1
3. That travel allowances for 2025/26 continue to be paid in accordance with the HMRC mileage allowance
4. That subsistence allowances for 2025/26 remain unchanged
5. That the Dependent Carer's Allowance remains unchanged
6. That travel and subsistence payments made by Parish Councils to councillors (where they are paid) are made in accordance with the provisions set out in this report

1. Introduction and Context

The Independent Remuneration Panel (the Panel) has been appointed by the Council in accordance with the Members' Allowances Regulations. The role of the Panel is to carry out reviews of the allowances paid to Councillors, as required by the Local Government Act 2000 and subsequent legislation.

The report sets out recommendations for the Basic Allowance (as recommended to be paid for all Councillors), the special responsibility allowances (for those councillors with additional responsibilities) and allowances for mileage, subsistence and for those with dependent carer responsibilities.

The purpose of such allowances is to enable people from all walks of life to become involved in local politics if they choose. This continues to remain an important consideration for the Panel when submitting its recommendations.

The Panel acknowledges, however, that in the current challenging financial climate there are difficult choices for the Council to make. The Council will need to 'have regard' to the recommendations of the Panel, but ultimately, it is for the Council to decide how or whether to adopt them in full or in part.

The Panel's recommendations are based on thorough research and benchmarking taking into account a range of comparative data as set out below.

2. Background Evidence and Research Undertaken

There is a range of market indicators on pay which can be used for comparison purposes. As background for the decisions taken by the Panel this year have:

- Analysed and considered the Annual Survey of Hours and Earnings (ASHE) statistics for 2024 which set out a mean hourly wage rate for Worcestershire of £19.88
- Benchmarked the Basic Allowance against those paid within comparable local authorities to Bromsgrove as set out in the Chartered Institute of Public Finance and Accountancy (CIPFA) 'nearest neighbours' list
- Taken account of the 2024/25 National Pay Award for the majority of Local Government employees
- Considered the Consumer Price Index information as of September 2024.

Details about these areas of research are set out in Appendix 2 to this report.

In determining a recommendation for the basic award for 2025/26, consideration has once again been given to the average number of hours spent by councillors on Council business. For 2025/26 this has again been informed by a time-recording exercise carried out by Worcester City Councillors in 2015, as updated by a similar exercise in 2022.

3. Comparative Spend on Allowances across Worcestershire 2023/24

As part of the research, consideration has been given to the Members' allowances budget for Basic and Special Responsibility Allowances in the previous year (2023/24) as a cost per head of population for each Council, and also as a proportion of net revenue budget. This is set out in the table below:

Authority, population ¹ and number of Councillors	Total spend Basic Allowances £	Total spend on SRA £	SRA as a percentage of total Basic Allowance %	Cost of total basic and SRA per head of population £	Total of basic and SRA as a percentage of Net General Revenue Fund expenditure %
Bromsgrove DC (31) 100,569	148,081	71,593	48.35	2.18	Not available yet
Malvern Hills DC (31) 79,445	154,597	72,988	47.1	2.86	2.64
Redditch Borough (29) 85,568	136,335	98,584	72.31	2.75	Not available yet
Worcester City (35) 100,265	166,153	111,124	66.88	2.76	1.68
Wychavon (43) 131,084	212,387 (awaiting update)	95,818 (awaiting update)	45.11 (awaiting update)	2.35 (awaiting update)	1.70 (awaiting update)

4. Average Payment per Councillor across Worcestershire 2023/24

In addition to the above, the following table also sets out the average payment per member of each authority of the Basic and Special Responsibility Allowances for the previous year (2023/24):

Average allowance per Member of each authority (Basic and Special Responsibility Allowances, 2023/24 figures)

Authority (number of Councillors)	Amount £
Bromsgrove District (31)	7,086.26
Malvern Hills District (31)	7,341.45
Redditch Borough (29)	8,100.66
Worcester City (35)	7,922.20
Wychavon District (43)	6,948.03 (awaiting update)

5. Consideration of allowances for the financial year 2025/26

a/ Basic Allowance

The Basic Allowance is paid to all Members of the Council to reflect:

- Their roles and responsibilities as Elected Members of the Council

¹ONS population estimates mid 2020. Totals for Basic and Special Responsibility allowances paid are as published by each authority for the 2023/24 financial year.

- Their time commitments, including the total average number of hours worked per week on Council business
- A public service discount of 40% to reflect that Councillors volunteer their time

Whilst each Council may set out role descriptions for Councillors, the Panel accepts that each Councillor will carry out that role differently, reflecting personal circumstances and local requirements.

In setting out its recommendations, the Panel considers the Basic Allowance to include Councillors' roles in Overview and Scrutiny, as any non-Executive member of the Council can contribute to this aspect of the Council's work. It is for this reason that the Panel does not recommend any Special Responsibility Allowance for members of the Overview and Scrutiny Committee.

The Panel also considers that the Basic Allowance should cover the need for Councillors to use ICT and social media support and communication systems as part of their role. However, it is accepted that specific local decisions may be made about how ICT support is provided.

As indicated in section 2 of this report, in formulating its recommendations, the Panel has once again reviewed the levels of wage rates for Worcestershire as set out in the ASHE data and the benchmark information available from the Chartered Institute of Public Finance and Accountancy (CIPFA) "nearest neighbours" authorities. Consideration has also been given to the nationally agreed pay award for local government employees for the financial year 2024/25 and the latest CPI (consumer price inflation) figure as of September 2024.

Based on all the above considerations, the Panel recommend a Basic Award of £5,826 for the financial year 2025/26. This again aligns with the increase in the average pay levels as reflected in the ASHE data whilst acknowledging the CPI increase, CIPFA data and Local Government Pay Awards. It represents a 5.58% increase on the previous year's recommendation.

The recommendation takes strong account of the ASHE data and is set at an appropriate level in the context of the local government pay award. The Panel is conscious of the current financial challenges but also mindful to avoid increasing any gap in allowances between Redditch Borough Council and its "nearest neighbours."

The research information used in the consideration of the Basic Allowance is set out in appendix 2.

b/ Special Responsibility Allowances (SRA)

Special Responsibility Allowances are paid to a small number of Councillors to reflect responsibilities undertaken by them in addition to their day-to-day roles as Elected Representatives. Such allowances are paid in addition to the Basic Allowance and calculated as a multiplier of the Basic Allowance.

Any recommended changes in such allowances would be based on proposals made to the Panel each year and reflecting, for example changes in committee structures, new responsibilities or increases/decreases in existing responsibilities.

The Panel has not received any recommended changes in Special Responsibility Allowances for 2025/26. As such the recommended values have not changed for 2025/26.

The full list of recommended SRA multipliers and values is set out in Appendix 1.

c/ Mileage and Expenses

The Panel notes that the Council has used the HMRC flat rate for payment of mileage for all types of vehicles and recommends that this continues.

d/ Dependant Carer Allowance

The Panel notes that the Council's Scheme of Members' Allowances provides that Dependant Carer Allowances are payable to cover reasonable and legitimate costs incurred in attending approved duties and recommends that this provision continues.

e/ Allowances to Parish Councils

The Independent Remuneration Panel for Worcestershire District Councils acts as the Remuneration Panel for the Parish Councils in each District. This year the Panel has not been asked to make recommendations on any matters by the Parish of Feckenham.

6. The Independent Remuneration Panel

This Council's Independent Remuneration Panel is set up on a joint basis with four of the other five District Councils in Worcestershire. Separate Annual Reports have been prepared for each Council. The members of the Panel are:

Tim Hunt (Chair) – Tim is a qualified journalist with more than 25 years' experience in media and communications. He spent seven years covering community and local authority news in Worcestershire and Warwickshire, including four as editor of two local newspapers, before going on to work in corporate communications and events. Tim now runs his own PR agency.

Susan Moxon (Vice Chair) - Susan has worked in the Education sector for over 20 years, working in schools in Warwickshire and Birmingham and then with the Department for Education, where she worked in the 6th form funding team, analysing data from incoming enquiries, mainly from schools and colleges regarding the calculation of their funding statements. She has acted as an independent observer at Teacher Disciplinary Hearings ensuring that the panel members followed procedures and were unbiased in their decision making. Previously she was an Exams Support Officer providing advice to schools and colleges in Hereford, Worcester and Gloucester about entering students for external exams and assessments, her particular area of expertise. She is currently Clerk to the Governing Bodies at two First Schools in Worcestershire and to two local charities. She organises meetings, manages the accounts and is the main point of contact with applicants, local providers and the Charity Commission.

Reuben Bergman – Reuben is a Fellow of the CIPD with significant senior HR leadership experience across a range of public sector organisations in both England and Wales. He currently runs a HR Consultancy Business in Worcestershire providing advice and support on managing change, employment law, HR policy development, mediation, management coaching and employee relations. Reuben has led successful equal pay reviews in three separate local authorities and is known for his successful work in managing change and developing effective employee relations. He is a qualified coach, mediator and a Shared Service architect.

Xenia Goudefroy – Xenia is a Management Accountant with experience in the financial controlling and forecasting for a range of companies in the private sector. She holds an

Advanced Diploma in Management Accounting and has completed a Master's degree in Business Administration at University Vila Velha and in International Management at the Steinbeis University Berlin. As a focus topic of her thesis she has developed the order-to-cash process for new business models. Since she moved to the UK in 2017 in her free time she has been volunteering to help people in need and is also working as a volunteer at the Worcester fish-pass to help preserve the natural habitat of migrating species. She is fluent in three languages and enjoys learning new skills.

Caroline Murphy – Caroline has over 20 years' experience of working in public and voluntary sector organisations, including three West Midlands Local Authorities and the Civil Service. She was a senior Education Manager at Wolverhampton City Council until 2011. She has a wealth of experience at building partnerships. Caroline now works as freelance adviser supporting individuals and organisations with strategic management. Caroline is also an active Governor of a Special School and Vocational College in Wolverhampton and a trained Mediator.

7. Support and Thanks

The Panel has been advised and assisted by:

Claire Chaplin and Margaret Johnson from Worcester City Council
Darren Whitney and Jane Oyenuga from Bromsgrove & Redditch Councils
Mel Harris from Wychavon District Council
Bronwen Tompkins from Malvern Hills District Council

The Panel wishes to acknowledge its gratitude to these officers who have provided advice and guidance in a professional and dedicated manner.

Tim Hunt, Chair of Independent Remuneration Panel

Appendix 1

Independent Remuneration Panel for District Councils in Worcestershire

Summary of Basic Award and SRA recommendations

Role	Rec'd Multiplier 2024/25 (IRP)	Current Multiplier (Council Agreed)*	Rec'd Allowance 2024/25 (IRP) £	Current Allowance 2024/25 (Council Agreed) £	Rec'd Multiplier 2025/26 (IRP)	Rec'd Allowance 2025/26 (IRP) £
Basic Allowance:	1	1	5,518	4,874	1	5,826
Special Responsibility Allowances:						
Leader	3	3	16,554	14,196 plus 7,098 as portfolio holder	3	17,478
Deputy Leader	1.75	1.75	9,656.50	8,281 plus 7,098 as Exec Member with portfolio	1.75	10,195
Executive Members (Portfolio Holders)	1.5	1.5	8,277	7,098	1.5	8,739
Executive Members without portfolio	****	1	****	4,732	****	****
Chair of Overview and Scrutiny Committee	1.5	1.5	8,277	7,098	1.5	8,739
Chair of Overview & Scrutiny Task Groups	0.25	0.25	1,379.50	1,183	0.25	1,456.50
Chair of Audit, Standards and Governance Committee	0.25	+See below	1,379.50	3,500	0.25	1,456.50
Chair of Planning Committee	1	1	5,518	4,732	1	5,826
Chair of Licensing Committee	0.75	0.75	4,138.50	3,549	0.75	4,369.50
Political Group Leaders	0.25	+See below	1,379.50	4,500	0.25	1,456.50

*To calculate SRA, Council used multiplier on their own basic allowance from 2023/24 (£4,732)

+ Council decided on its own figure without a multiplier for this item

Independent Remuneration Panel for District Councils in Worcestershire

Summary of Research

a/ Chartered Institute of Public Finance and Accountancy (CIPFA) “Nearest Neighbour” authorities’ tool.

No two Councils or sets of Councillors are the same. Developed to aid local authorities in comparative and benchmarking exercises, the CIPFA Nearest Neighbours Model adopts a scientific approach to measuring the similarity between authorities. Using the data, Redditch’s “nearest neighbours” are:

- Tamworth
- Cannock Chase
- Rossendale
- Rushmoor
- Nuneaton & Bedworth
- Worcester

Information on the level of Basic and Special Responsibility Allowances was obtained to benchmark the levels of allowances recommended to the Council. The average basic award across all the “nearest neighbour” authorities was £6,232 as at December 2024.

b/ Annual Survey of Hours and Earnings (ASHE) Data on Pay

[Earnings and hours worked, place of work by local authority: ASHE Table 7 - Office for National Statistics \(ons.gov.uk\)](https://www.ons.gov.uk/employment-and-labour/earnings-and-hours/annual-survey-of-hours-and-earnings/ashe-table-7)

Published by the Office for National Statistics, the Annual Survey of Hours and Earnings (ASHE) shows detailed information at District level about rates of pay. For benchmarking purposes, the Panel uses the levels for hourly rates of pay excluding overtime (£19.88 as at December 2024).

For benchmarking purposes, this is multiplied by 11 hours to give a weekly rate, then multiplied by 44.4 weeks to allow for holidays and then discounted by 40% to reflect the element of volunteering that each Councillor undertakes in the role.

The 11-hour multiplier is felt to reflect the average number of hours spent on Council business by frontline Councillors as reported in a previous survey of Worcester City Councillors in 2015 and updated in 2022. As a benchmark indicator this would produce a figure of £5,826 per annum which amounts to an increase of £308.

c/ CPI (Consumer Price Inflation)

In arriving at its recommendations, the Panel has taken into account the latest reported CPI figure as published by the Office for National Statistics. This was 2.60% in September 2024. The uprating of the 2025/26 recommended basic award by the CPI figure would give a revised Basic Award of £5,661 which amounts to an increase of £143.

d/ Local Government Pay Award

The Panel was mindful of the current local government pay award offer of £1,290 for employees earning up to £51,515, or the full-time equivalent (FTE), which represented a pay increase of 5.49% for the lowest earning employees. Uprating of the 2025/26 recommended basic award by the same percentage would give a revised Basic Award of £5821, which amounts to an increase of £303.

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14th January 2025**Damp and Mould Additional Resources**

Relevant Portfolio Holder	Councillor Bill Hartnett
Portfolio Holder Consulted	Yes
Relevant Head of Service	Assistant Director of Environmental and Housing Property Services
Report Author	Job Title: Andrew Rainbow / Mike Walsh email: andrew.rainbow@bromsgroveandredditch.gov.uk Contact Tel: 1678
Wards Affected	All Wards
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Communities which are safe, well maintained and green Finding somewhere to live
Non-Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

1. RECOMMENDATIONS**The Executive Committee RESOLVE that:-**

- 1) Subject to approval of recommendation 2, Members approve the contents of the Damp and Mould Business Case and the establishment of a Damp and Mould Team.**

The Executive Committee is asked to RECOMMEND that;-

- 2) £115,770 be released from the HRA budget for the financial year 2024/25 to cover the costs of the new team and that thereafter the costs summarised at paragraph 4.3 of the report of £463,078 be met from the HRA budget.**

2. BACKGROUND

- 2.1 The death of Awaab Ishack on 21 December 2020 due to a severe respiratory condition as a result of prolonged exposure to mould in the family home, prompted a campaign for the introduction of "Awaab's Law".
- 2.2 Following the subsequent coroner's report and public outcry the government announced plans to make major changes to the law on damp and mould. "Awaab's Law", was introduced through the Social Housing Regulation Act 2023 which received the royal assent in July 2023. The new legislation regarding tenants affected by damp and mould

requires landlords to investigate and repair reported health hazards within specified timeframes

- 2.3 Although the primary legislation has been enacted, further details of the exact scope of the new regime will only become clear once secondary legislation has been introduced. This was originally expected by the Autumn of 2024 but has been delayed following the change of government. Based on the contents of a public consultation carried out by the previous government in January 2024, it is possible that the final version of Awaab's Law will be wider than the original expectation and could cover other housing health hazards in addition to damp and mould.
- 2.4 In anticipation of the legislative changes, social housing providers are being advised to review the level of specialist support they have in place to deal with damp and mould repairs. This support will need to cater for the new statutory timescales to be introduced for responding to complaints and completing repairs.
- 2.5 Housing Property Services have made great efforts to minimise the growing problem of damp and mould over the last few years acting within the limited resources available. However, in light of the new law the council will need to improve its delivery of repair services and ensure action is taken to comply with the appropriate timescales. Accordingly, this report sets out the need for additional resources to enable these new demands to be met.

3. OPERATIONAL ISSUES

- 3.1 Members are referred to the business case attached at Appendix 1. This business case proposes the employment of a dedicated "Damp and Mould" team to address the prevalent issue of mould and dampness in council homes and to ensure that the council can meet the challenging timescales to investigate and remedy issues that have been set out in Awaab's Law.
- 3.2 The introduction of this specialised team aims to provide timely, efficient, and high-quality repair services to improve the living conditions of residents and prolong the lifespan of council properties. The proposed team will consist of skilled trade professionals trained in identifying, assessing, and remedying damp and mould problems. Their specialisation in this area will result in more effective solutions, ultimately reducing the recurrence of issues and lowering long-term maintenance costs for the council.
- 3.3 Investing in a damp and mould team aligns with the council's commitment to providing safe and habitable homes for residents.

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Proactively addressing these issues, can contribute to improving residents' quality of life, health outcomes, and overall satisfaction with their housing arrangements.

- 3.4 There are a variety of applications that can be employed and to different property types design, there are a mix of applications such as Mechanical, electrical and non-mechanical, no one element will fix the problem. The team must assess the building to understand the root cause before they can repair.
- 3.5 As set out on pages 3 and 4 of the business case (and based on the 2024 consultation exercise) social housing providers will be expected to meet very strict deadlines for processing and responding to complaints about damp and mould. The anticipated time limits are set out in the table below.

Stage 1	Notification of complaint by tenant
Stage 2	Investigation of potential hazard to be carried out by landlord within 14 days
Stage 3	Landlord to provide a written summary of the investigation within 48 hours of completion of investigation.
Stage 4	If hazard poses a “significant risk to the health and safety of the resident” landlord to commence work within 7 days of the written summary being provided
Stage 5	Works to be completed within a “reasonable time” – no definition given of what a “reasonable time” would be.

- 3.6 As detailed on pages 5 and 6 of the business case, having reviewed the current staffing levels, it is anticipated that recruitment to extra posts would be needed to enable the proposed time limits to be complied with. The full detail is set out in the business case and summarised below:-

Trade requirement

- 3 x multi trade decorators
- 2 x multi trade builders
- 1 x scheduler/administrator

With regard to supervision, it has been identified that there is capacity in the current structure that can undertake this additional element.

4. **FINANCIAL IMPLICATIONS**

4.1 From 01/04/23 to 31/03/2024 the Repairs and Maintenance team received reports of damp and mould from 373 properties. These ranged from small, isolated patches to issues that affected the whole property. Of the 373, 45 jobs had to be outsourced to an external contractor. These were a range of larger and small scale works that the team could not complete in house that were mould treatments only. This was at a cost of £66,634.38, averaging £1480.76 per property.

4.2 If the team were to have outsourced all of this work to a contractor instead of delivery in house, then the cost based on the numbers of reports of damp and mould received is estimated to have been approx. £552,343.28. This would have been for mould treatments only. If ancillary works such as plastering, carpenters and builders work were to be included, then the figures would be significantly higher as noted below.

4.3 The cost to bring this work in house is as follows: -

Labour (inc on costs) £252,696.00 made up of : -

- 5 x tradespersons paid on grade 6 SCP 24 £219,080.00
- 1 x admin paid on grade 4 SCP 10 £33,616.00

Materials (estimated) £150,000.00

PPE, training & equipment (estimated) £10,000.00

Vehicles (estimated) £50,382.00

Total £ 463,078.00

This is an estimated cost based on quotations and data for the last 12 months.

4.4 Based on the estimated costs of going to an external contractor to undertake the works based on last year's data it is estimated that the costs would be £650,000. This includes labour and material costs of building works carried out by our internal workforce on jobs completed by contractors that were mould treatments only. Accordingly, providing this service in house would enable the provision of safe and habitable

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homes for residents and in addition would yield a potential saving of approximately £187,000.00.

- 4.5 It should be noted that the new damp and mould service would be HRA funded.

5. LEGAL IMPLICATIONS

- 5.1 The relevant legislation is the Social Housing (Regulation) Act 2023 which made amendments to the Housing and Regeneration Act 2008. Further guidance is also set out in the government publication “Understanding and Addressing the Health Risk of damp and mould on the home” which was published in September 2023.
- 5.2 As explained at paragraph 2.3, the introduction of the Social Housing (Regulation) Act 2023 lays the foundations for introducing Awaab’s law, but the new law requires the introduction of secondary legislation which to date has not happened. The government consultation carried out in January 2024 gives an indication of the details the government were considering at the time. The full scope of the housing health hazards that may be covered remains to be seen. However, the industry expectation is the damp and mould response times will be as set out in this report.
- 5.3 Registered Social Landlords are being strongly advised to review and update their service provision and response times in advance of the secondary legislation being introduced so as to be fully prepared for the changes. Under the new system tenants will not be required to provide medical evidence to support their claims, and where there is uncertainty over the extent of a hazard, landlords are being advised to err on the side of caution and complete the repairs identified.
- 5.4 In the event that the Council is not able to meet the deadlines set out in paragraph 3.4, tenants would have recourse to complain to the Housing Ombudsman. It is not entirely clear at this time how the two regimes of the new requirements under Awaab’s law and the existing civil law remedies for Housing Disrepair will interact with each other.

6. OTHER - IMPLICATIONS**Relevant Strategic Purpose**

- 6.1 Investing in a mould and damp team aligns with the Council's commitment to providing safe and habitable homes for residents.

Climate Change Implications

- 6.2 Mould, damp and condensation are common problems in many buildings, often linked to poor ventilation, water ingress, and temperature differences due in part to climate change. There are 10 factors that can contribute to mould and damp. Each is a root cause and must be addressed moving forward.

Equalities and Diversity Implications

- 6.3 Damp and mould can have a greater impact on some of the council's more vulnerable tenants. The implementation of a dedicated damp and mould resource should have positive impacts relating to the following protected characteristics:
- Age: very young and older tenants are more likely to be affected by damp and mould issues, so prompt resolution would be beneficial.
 - Pregnancy and maternity: pregnant women and their babies could be at greater risk from the impact of damp and mould, so prompt resolution is beneficial.
 - Disability: tenants with a disability may be unable to resolve damp and mould issues without assistance. There are also certain health conditions which would be protected under the disability characteristic of the Equality Act that are at a greater risk from the damp and mould (including skin conditions, respiratory conditions or those with a weakened immune system), so early resolution would benefit these tenants.
- 6.4 If approved, a full Equality Impact Assessment will be undertaken on the service to be provided and the standards it will follow.

7. RISK MANAGEMENT

- 7.1 The risks identified in relation to this report are as follows:
- There is a risk to the health and welfare of council tenants arising from the Council not being able to deliver a speedy and effective repair service.
 - There is a risk that tenants will not allow access to tradespersons attending to carry out surveys or repairs. This will have to be properly documented and records kept of efforts to gain access.
 - The new timescales as set out in paragraph 3.4 will be more challenging to comply with and there is a risk that they will not be met. This risk is being mitigated by reviewing the service and

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seeking approval for the introduction of a damp and mould team to make the service more resilient and able to comply with statutory timelines.

- There is a risk to the Council's reputation from failing to properly prepare for the new legislation; these risks are being mitigated by the steps in this report.

8. APPENDICES and BACKGROUND PAPERS

Appendix 1 Damp and Mould business case.

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Damp and Mould team Business Case

Contents

Author:	Mike Walsh
Date:	02/09/2024
Release Version:	V1.0

Business Case Outline

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Executive Summary

Following the death of Awaab Ishack on 21 December 2020 as a result of a severe respiratory condition due to prolonged exposure to mould in his home, Awaab's Law, which was introduced in the landmark Social Housing Regulation Act 2023, requires landlords to investigate and fix reported health hazards within specified timeframes. Awaab's Law is part of the biggest government reforms affecting social housing in a decade. Since 2010, there has been a steady improvement in the quality of social housing with a reduction in the proportion of non-decent social rented homes from 20% in 2010 to 10% in 2021.

A Levelling Up White Paper has pledged to reduce non-decency in rented homes by 50% by 2030. Awaab's Law will contribute to this mission by making sure that social housing landlords are taking swift action on the assessment and remedy of the most serious hazards.

This business case proposes the employment of a dedicated mould and damp team to address the prevalent issue of mould and dampness in council homes and to ensure we meet the challenging timescales to investigate and remedy issues that have been set out in Awaab's Law. The introduction of this specialised team aims to provide timely, efficient, and high-quality repair services to improve the living conditions of residents and prolong the lifespan of council properties.

The current maintenance team is made up of 22 directly employed tradespersons. They are working to capacity undertaking a variety of repairs commensurate to their individual skillsets. The timescales that are proposed within Awaab's Law indicate that there is no current capacity within the team to be able to meet these stringent targets with the existing resource. By establishing a dedicated team, we can meet these tight deadlines, streamline the repair process, reduce turnaround times, and enhance overall customer satisfaction.

The proposed team will consist of skilled professionals trained in identifying, assessing, and remediating mould and damp problems. Their specialisation in this area will result in more effective solutions, ultimately reducing the recurrence of issues and lowering long-term maintenance costs for the council.

Investing in a mould and damp team aligns with the council's commitment to providing safe and habitable homes for residents. By proactively addressing these issues, we can contribute to improving residents' quality of life, health outcomes, and overall satisfaction with their housing arrangements.

Through this business case, we seek approval to allocate resources for the recruitment, training, and ongoing operation of the mould and damp team. The long-term benefits of this initiative include cost savings, improved property conditions, and enhanced relationships with residents, reinforcing the council's reputation as a responsible and proactive housing provider.



Business Problem and Opportunity

It is indicated in Awaabs Law proposal that the following timescales to investigate and subsequently start works to remedy the cause and effect of damp and mould will be implemented.

Inspection/diagnosis of hazards

The Awaab's Law campaign proposed that social landlords be given 7 days to begin work to a property if a medical professional believes there is a risk to a residents' health. Whilst it is proposed that landlords be given 7 days to begin work where there is a risk to a residents' health or safety there will be no requirement from the affected tenant to provide medical evidence to determine this risk.

The Awaab's Law campaign recommended that social landlords be required to investigate the causes of damp and mould within 14 calendar days of a complaint being made where there is no report from a medical professional.

The campaign for Awaab's Law called for landlords to be required to provide residents with a report on the findings of the investigation. It is proposed that residents be issued with a written summary of the findings of the investigation within 48 hours of the investigation concluding.

The written summary must specify, at minimum:

- How and when the investigation was conducted, and the job title of the individual who conducted the investigation.
- Any following investigations that are required, and if so when they will take place
- If a hazard was found and if so what
- Whether the hazard is likely to pose a significant risk to residents' health or safety
- If it does pose a risk:
- [If applicable] what temporary repairs are needed to make the property safe until the problem can be permanently rectified
- what the registered provider will do to permanently rectify the problem and the likely timescales for this
- How to contact the registered provider with any queries

Within 14 calendar days of being made aware that there is a potential hazard in a social home, the registered provider must provide a written summary of findings to the resident that includes details of any hazard identified and (if applicable) next steps, including an anticipated timeline for repair and a schedule of works.

If, within 48 hours of the investigation, the registered provider is not able to set out full details of wider repair works, and only the immediate steps they are taking (i.e. temporary repairs), they should inform the resident of when they can expect a full schedule of works.



Carrying Out works identified on inspection

If the investigation indicates that a reported hazard poses a significant risk to the health or safety of the resident, the registered provider must begin repair works within 7 calendar days of the written summary being issued.

It is considered that 'beginning' repair works would entail a worker being on site physically starting to repair and rectify a hazard. It will be irrelevant whether works are carried out by in-house workers, external contractors, or a combination.

Because of the range of hazards, and varying ways they can impact individuals' health and safety, there is a significant challenge in prescribing a clear threshold for beginning works that can apply to all circumstances. It is believed that defining the hazards in scope of Awaab's Law as those that pose a significant risk of harm to the health or safety of the resident is appropriate. As noted above, if a registered provider is unable to determine whether a hazard poses a significant risk to a resident's health or safety, they should take a cautious approach and take any necessary action to mitigate health risks.

In some situations, registered providers may wish to take a phased approach to more complex remediation works, and temporary works will be required to keep the property safe before wider works are completed. For example, in cases of damp and mould this could include temporary works to remove the mould spores to mitigate the health risk, with wider repair works to follow. In such situations, registered providers must still begin works within 7 days, and details of further works must be included in the written report

The business problem in this scenario is the how we as an organisation currently deal with the presence of damp and mould issues in council properties, and how we will gear up to conforming with the proposals set out in Awaabs Law.. Without a dedicated team to address these issues, the council may struggle to effectively manage and resolve damp and mould problems in a timely manner. This would have the potential to put our tenants and the organisation at risk.

We currently have one dedicated tradesperson(decorator) that undertakes the treatment of mould and damp identified in our properties. Any building related issues that contribute to mould and damp are dealt with by our in-house R&M team. We have 2 builders that carry out a majority of building repairs in the existing team and due to demand, we currently have works booked in 20 weeks in advance. This means that if building works are identified, we would have no capacity to meet the target timescale of 21 days that is to be set out in Awaabs law.



Proposed Project Objectives

In order to be in a position to deliver on the stipulations set out in Awaabs law I propose that we need to recruit into the following roles.

- 2 x multi trade builders – by having 2 dedicated builders we will be able to respond to any repairs or structural issues that are causing/adding to presence of damp or mould a property. They will be able to be booked in to inspect and repair issues within the specified timeframes.
- 3x multi trade decorators – by having 3 additional decorators we will be able to assess and respond to minor and major damp and mould issues within the specified timeframes. Being multi trade, they will be able to undertake minor building works and plastering which will ensure best use of resource with the 2 builders.
- 1 x scheduler/administrator – Given the focus that these works will attract and the guidelines we will have to work to in regards providing reports to the customer within 48 hrs of the inspection, we will need an administrator to book in the works for the trades and correspond to the tenants as per the guidelines within Awaabs law. They will also be tasked with the scheduling works and aftercare which will include follow up calls up to 6 months after to ascertain if there is a repeat of the damp and mould issues.
- Senior trade/supervisor – we have identified that there is capacity within the current senior trades personnel we have to provide the required supervision for this new team. The scheduler / administrator role will be managed under the BSU team Leader and by doing this will provide resilience during times of A/L and sickness.

We are currently delivering damp and mould remedial works with 1 decorator and utilising the R&M trade operatives. Over the last 12 months we have employed a contractor (QEST) to assist with inspection and delivery of the larger scale jobs or at times where we have not had the capacity within the team.

From 01/04/23 to 31/03/2024 received reports of damp and mould from 373 properties. These range from small, isolated patches to issues that affect the whole property. Although a majority of these works were attended to in house, we had to outsource 45 jobs to an external contractor. These were a range of larger and small scale works that we could not complete in house that were mould treatments only. This was at a cost of £66634.38, averaging £1480.76 per property. If we were to have outsourced all of the work to a contractor instead of delivery in house, then the cost based on the numbers of reports of damp and mould we had is estimated to have been approx. £552,343.28. This would have been for mould treatments only.

I have analysed the works we carried out in house over the last 12 months and found that the time taken for us to attend a property and carry out an inspection following a report of damp and mould issues is approximately 9 days on average. This means we are currently able to deliver on the 14-day target that is anticipated to be set. There were a few instances where it took more than 14 days, but this was over the winter months when we had a higher volume of jobs reported, which is to be expected.



It was found that the time taken for us to attend a property and start works following a report of damp and mould issues was an average of 41 days. This is where we will fail to meet the 21-day target that is anticipated to be set. This is due to currently utilising the existing workforce within R&M that are already stretched with volumes of works.

I am confident that by taking on the resource set out in this business case, we will be able to meet the targets set out.

Risk

There will be a risk of not gaining access to some properties that we receive a report of damp and mould for. These are more likely to be from third party referrals, i.e tenancy officers, carers etc that have attended the property for reasons other than repairs. These tend to be properties where the tenants do not report issues and have not done so for a number of years and tend to have vulnerabilities or other issues that causes them not to or be able to report. There are some that will refuse access for reasons of instruction by solicitors in no win no fee claims of disrepair.

In this instance Awaabs Law advises the following;

Access

If a registered provider is unable to access a property to conduct an investigation or make repairs despite several reasonable approaches to do so the following actions would be taken to constitute reasonable attempts for access.

Landlords must make at least 3 attempts to contact the resident (or appointed representative) and arrange a suitable time to access the property

Landlords must work with residents to arrange a suitable time to visit the property. Landlords should offer timeslots for residents to choose from and should take into consideration the residents' needs (for example their working pattern) when offering timeslots to attend to the property

If the registered provider is unable to access the property within the agreed timeslot, they should leave the resident a notice stating that an attempt was made and providing contact details. The registered provider should contact the resident and offer an alternative slot

Landlords will not be expected to make more than 3 attempts to access the property within agreed timeslots. They will be expected to keep evidence that they have made best efforts to work with the resident to identify a timeslot and the resident has either not responded or has refused access within that slot

Throughout this process, we will require landlords to keep a record of all correspondence made with residents, noting the date, time and actions attempted

If a resident is unwilling or unable to provide access to the registered provider within the timescales, landlords will not be in breach for missing the timescales. However, they will be expected to continue to work as quickly as possible to enter the property to investigate and/or remedy the



hazard. Once the registered provider has accessed the property, the proposed timescales will apply. For example, if a landlord enters the property on day 16 to investigate, they will still be expected to provide the written summary within 48 hours, and to have begun work within 7 days (i.e. by day 23) unless they are again unable to obtain access.

Reduction in reports of damp and mould in the summer months.

Looking at the data for 2023-2024 there is a slight reduction in the reporting of these issues over the summer months. This could mean downtime for the trade operatives in the damp and mould team. However, it is envisaged that following ratification of this Law, we can expect an increase in reports initially due to claims from no win no fee solicitors taking advantage of this new legislation.

In the unlikely event that there is a slowdown in work, the trades team for damp and mould will be utilised on void works or repairs and maintenance works which will help in bringing wait times down. In order to facilitate this, we will be employing multi trade operatives that have more skills than just painting and decorating. This will give us greater flexibility in ensuring best use of resource and minimise any potential downtime.

Options

Outlined below are the options to consider.

- **Do Nothing /continue as we are.**

If we continue as we are going with the current resource, we will ultimately fail our responsibility to meet the compliance targets set out. This could result in potential loss of life or serious illness for tenants and huge reputational damage and financial repercussions for the organisation.

- **Procure an external contractor/contractors to undertake this work.**

As previously mentioned, we have had the support of QEST, a damp and mould contractor that undertook works that we did not have the capacity for in house. As they do not currently undertake the structural element of the works this would have to go out to tender to find a contractor that would be able to complete all elements of this work. If we were to continue to utilise an external contractor then we could expect the costs for this to be in excess of £650k to complete the volumes of work we had last year.

- **Create in house damp and mould team.**

Delivering this work with an internal damp and mould team will give RBC better control of how and when this work will be done, along with better quality control and cost efficiency. Having an in house team, our customers will receive a better quality of service as our team will have better understanding of RBCs principles and goals. This will help build increased employee morale, which fosters loyalty and commitment and a stronger sense of purpose.



Cost implications

The cost to bring this work in house is as follows.

Labour (inc on costs) = £252696.00

5 x tradespersons paid on grade 6 SCP 24 = £219080.00

1 x admin paid on grade 4 SCP 10 = £33616.00

Materials (estimated) = £150.000.00

PPE, training & equipment (estimated) = £10,000.00

Vehicles (estimated) = £50382.00

Total = £ 463,078.00

This is an estimated cost based on quotations and data for the last 12 months materials usage allowing a sum for jobs put out to external contractors.

Based on the estimated costs of going to an external contractor to undertake the works based on last years data I estimate the costs to be £650,000. This includes labour and material costs of building works carried out by our internal workforce on jobs completed by contractors that were mould treatments only.

Bringing this work in house would yield a potential saving of approx. £187,000.00

Summary Recommendation

In summary, the decision to create an in-house damp and mould team will ensure we are fully able to be compliant with Awaabs Law. It will also boost the morale of the current in-house team as it will demonstrate a commitment by RBC to delivering works in house which in turn gives people job security etc. We will also have a better control of the quality and cost of the service we provide to our customers which is a positive outcome for RBC.

Next steps

If this proposal is agreed we will put forward the Job Descriptions for Job Evaluation, when complete we would run a recruitment drive to fill the posts. Concurrent to this we would commence hiring vehicles and provide uniforms, PPE, stores, and work equipment.

As soon as the above is completed, the service would commence (after the new recruits undergo necessary training. Then, as, and when Awaabs law is ratified, we will already be delivering our damp and mould remedial works in line with its proposals.



Appendices

- **Appendix A – Salary costs including on costs**
- **Appendix B – vehicle costs**



Executive Committee14th January 2025**Introduction of Food Waste Collections**

Relevant Portfolio Holder	Councillor Sharon Harvey
Portfolio Holder Consulted	Yes
Relevant Head of Service	Simon Parry
Report Author: Matthew Austin	Job Title: Environmental Services Manager Contact matthew.austin@bromsgroveandredditch.gov.uk email: Contact Tel: 01527 548206
Wards Affected	All
Ward Councillor(s) consulted	No
Relevant Strategic Purpose(s)	Environment
Key Decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

1. RECOMMENDATIONS

The Executive Committee is asked to **RESOLVE** that:

- 1) **Subject to the outcome of negotiations, the introduction of a joint Food Waste Collection Service be approved, working with Bromsgrove District Council and Wyre Forest District Council to deliver the authority's statutory duties under the Environment Act 2021 regarding a Food Waste Collection service;**
- 2) **Delegated authority be granted to the Assistant Director of Environmental and Housing Property Services following consultation with the Section 151 Officer, the Principal Solicitor (Contracts, Commercial and Procurement) and the Portfolio Holders for Finance and Environmental Services respectively, subject to the agreement of recommendations 1 and 3, to:**
 - a) **negotiate and agree terms with Bromsgrove District Council and Wyre Forest District Council to enter into a joint tender for a shared food waste collection service;**
 - b) **tender and award a dedicated weekly food waste collection service through a third party for a period of 8 years commencing no later than 31 March 2026.**

The Executive Committee is asked to **RECOMMEND** that:

- 3) **The Council allocate £500,000 Revenue Funding in the Medium-Term Financial Plan as an operational budget from 2026/27 to fund the Food Waste Collection Service in the Borough, as accounted for within tranche 1 of the budget.**

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2. Context

- 2.1. The Government has set a new statutory duty under the Environment Act 2021 to introduce a dedicated separate weekly collection of food waste from all households by 31st March 2026, alongside expanded requirements on dry recycling.
- 2.2. Working closely with Worcestershire County Council as the Waste Disposal Authority, we are able to accommodate the changes to dry recycling without any changes to our existing green bin service, so this report is focusing primarily on the changes required from the new food waste service.
- 2.3. As we do not currently operate such a service, this will require additional resources to operate, and due to the current size restrictions of our depots, we are unable to add these to our existing arrangements without significant investment in additional land as well as an expansion of our Operators Licence with the Traffic Commissioner and DVSA.
- 2.4. In addition to the challenges regarding space restrictions on providing this service, it will require procurement and delivery of food waste caddies for each property, additional bins for communal properties, and additional dedicated vehicles and staff to collect the waste.
- 2.5. To achieve the Government requirements on time, it is vital that the Council takes decisions by the end of January 2026 to allow the procurement of resources to supply the service to our residents, either as an in-house service, or through an external provider.

3. Background

- 3.1. Over the last five years, considerable work has been carried out in partnership with the other Worcestershire Authorities to consider how to meet the new requirements, and model the resources required to operate such a service, as well as what the associated environmental benefits will be as a result of implementing this service.
- 3.2. This has given us a good understanding of what will be required, and the benefits arising from such a service, as well as potential other changes to offset some of the potential costs arising from the new burden.
- 3.3. Due to persistent delays in the communication of funding and precise requirements for local authorities, we are currently only able to give assurance on some of the costs and associated income relating to Capital costs, without any detail or confidence in additional revenue income to offset on-going costs of introducing food waste, despite assurances that the cost of this new burden will be supported by Central Government.
- 3.4. For this reason, many Local Authorities operating in-house services have been waiting for more detail on the financial support for implementing the new service, although a number of LA's with externally contracted services (such as Stratford on Avon District Council) have had to implement the new duties as part of contract renewals in advance of the deadline, and as a consequence have not received any funding from central government.
- 3.5. If we are to meet the deadline for implementing this new service though, there is now a need for a decision regarding how we will implement the new service, as procurement timescales and lead in times for the manufacture of food collection vehicles are currently estimated at up to 12 months, with the purchase and delivery of sufficient food caddies also requiring up to 6 months in order to ensure that the service is able to commence for all our residents.

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- 3.6. These timescales will likely increase as councils nationwide are now starting to place orders to support their needs in time for the deadline, and funding announcements are expected in November that will support the remaining authorities to commit to spending.
- 3.7. It is important to note that management of waste in Worcestershire is split between ourselves as the Waste Collection Authority (WCA), and the County Council as the Waste Disposal Authority (WDA), who arrange for waste to be processed/treated once collected.
- 3.8. There is currently nowhere within Worcestershire that can support the disposal of food waste, and the nearest facility that can meet our needs is to the west of Stourbridge, but the County Council are not able to secure that as the destination for our food waste until there is clarity regarding our future collection service, and this presents a risk that the available capacity may be committed elsewhere, and require us to transport food waste further for disposal – increasing costs and reducing the efficiency of a collection service.
- 3.9. To support discussions and secure a disposal route, the WDA will need clarity around the parameters of the future service.
- 3.10. Key parameters include:
- assumption of food waste yield based on 1.25kg/hh/week
 - if caddy liners are to be provided;
 - Any changes to current residual services (which will influence yield);
 - planned service start date;
 - property coverage – if all premises will be covered from service start date or if the service will be phased in.
- 3.11. Options for the future management of collected food waste, including the provision of new transfer stations and/or combined transfer stations and collection depots, are being explored by WCC currently to support the longer-term efficiency of managing food waste.
- 3.12. A report to Worcestershire Leaders Board in July examined the implications of direct delivery versus the use of transfer stations. Transfer stations are generally beneficial for the WCA as they reduce mileage and impact on collection rounds. Additionally, transfer manages risk – for example if a facility is offline for any reason, bulked up waste can easily be diverted elsewhere.

4. Current Options:

- 4.1. There are currently three core options open to the Council regarding the new Statutory requirement, each with variant elements and different risks:
- 4.2. **Option 1:** Expand our current services to operate a Food Waste Collection ourselves.
- 4.3. **Option 2:** Outsource the Food Waste Collection service through the private sector.
- 4.4. **Option 3:** Consider the legal options to not meet the new statutory duty.

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4.5. Option 1 Outline Information: In House Provision

- 4.6. Approximately 40% of local authorities fulfil waste collections via an in-house workforce, and this would give opportunity to share local knowledge from our existing workforce, but also require us to take on the responsibilities associated with all aspects of the service.
- 4.7. This would consist of recruiting and training approximately 12 additional staff, and procuring/operating 5 vehicles.
- 4.8. This would also involve maintenance of the additional vehicles, which is a current concern for our existing fleet, and taking responsibility for all operational risks – which as a brand-new service are higher than normal.
- 4.9. In order to operate these additional resources, we would also need to acquire a new site to operate from, as our existing depots do not have capacity, or the relevant certification to operate the size of fleet that this would produce.
- 4.10. Our current O Licenses (that regulate the maximum number of Heavy Goods Vehicles we can legally operate) are already at capacity across the two existing sites, and cannot be extended without increasing the space and maintenance facilities to support such a fleet.

4.11. Option 2 Outline Information: Outsource a Food Waste Collection Contract

- 4.12. Option 2 under this requirement would be to commission the food waste collection service by procuring a new contract for waste collections.
- 4.13. The Council will be able to use the contract to allocate much of the uncertainty around participation and necessary logistics to the Contractor in return for a set cost that would allow the Council to budget more effectively, but potentially reduce the ability to make savings during the life of such a contract.
- 4.14. If the Council opted to outsource this service, then it will need to consider the procurement strategy which it adopts, but there are procurement frameworks that will support an open process with minimal risk – subject to sufficient interested parties looking to engage with this process.
- 4.15. The Council should be aware that undertaking a procurement exercise would not guarantee a satisfactory outcome. The waste collection market has contracted due to consolidation and companies exiting the market.
- 4.16. Contractors do not have sufficient capacity to bid for all projects, and so they are selective about which projects they pursue. It can therefore be difficult to generate sufficient competition to drive value for money through such a procurement exercise.
- 4.17. In addition, a dedicated waste collections contract for the Borough may not be an attractive proposition for private sector waste contractors not already operating in this area, unless they seek to use this as an entry-point to expand operations in the Worcestershire area.
- 4.18. To address this, opportunities to let a joint tender with Bromsgrove District Council under our shared service would help to increase the attraction of our contract, although further partnership with other Worcestershire LA's such as Wyre Forest District Council would further increase this and support increased resilience and best value if such an agreement could be reached, and transparency of costs between the individual authorities be built into the pricing.

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4.19. **Option 3 Outline Information: Alternatives to full implementation of a Food Waste Collection Service**

4.20. This option may breach our statutory duty under the Environment Act 2021, and is not one presented lightly.

4.21. It is currently unknown what the funding from Central Government will support regarding the new burden of implementing a food waste collection service, and it is expected that there will likely be some initial shortfall against our costs, with further financial pressure over time in the form of future capital investment and uncertainties regarding the period for which central government will support revenue funding of the new service.

4.22. Current estimated costs of implementing the service are presented in section 4 below, but place an exceptional additional pressure on Council Finances.

4.23. If the funding from Central Government does not meet our expected costs, we may require legal advice to consider our options, and any relevant interpretation of the new requirements that may allow us to either defer, partially implement, or simply not meet the new statutory duty.

4.24. **Summary of Options:**

4.25. Whichever mechanism is chosen, the logistical challenges will remain, and due to the number of Local Authorities that are also planning to implement additional services to meet this requirement, there are now significant concerns that further delay in making arrangements will result in us failing to meet this new Statutory Duty.

4.26. Due to the costs and capacity concerns outlined in the main body of this report associated with operating a new in-house food waste collection service, Officer recommendations at this point will be to outsource this element of our services, as per option 2 above, and will be reviewed to support a final report paper in January to present additional detail and appraisal of options to meet this duty.

5. **FINANCIAL IMPLICATIONS**

5.1. Working with external consultants "Circulogic", who have supported modelling for the new requirements, the modelled indicative cost of operating a food waste collection service across Redditch is just over £500,000 per year, not including any additional expenditure on infrastructure.

5.2. Government is providing three funding streams to support Councils implement food waste collections:

- Capital transitional funding (to buy vehicles and containers)
- Transitional resource funding (one off revenue start-up costs)
- Ongoing resource (revenue) funding

5.3. The details of this revenue funding were expected to be provided in November 2024, but have still not been shared.

5.4. Waste Collection Authorities (WCA) have been given a one-off capital fund for the purchase of vehicles and containers to commence the service, although future Capital costs to replace

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vehicles and bins are expected to be funded by Collection Authorities thereafter, which is an additional financial pressure for the Council.

5.4.1. RBC - £766,498

Waste Collection Authority	Allocated DEFRA capital funding for containers	Actual capital funding needed for containers	Shortfall
Redditch BC	£254,998	£292,061	£37,063

- 5.5. An appeal regarding the allocated Capital funding was submitted to Defra in early March 2024.
- 5.6. In our appeal to Defra, for illustrative purposes, we also highlighted the current market rate of land with an estimate of the additional land area required to support the operation of a food waste fleet and meet the criteria to support potential expansion of our Operators Licence.
- 5.7. For RBC this added a further **£160,400** to the total funding shortfall (without any other investment in facilities/infrastructure on that land).
- 5.8. Food waste collection vehicles are generally smaller than those used for the main residual and recycling collections. 7.5 tonne vehicles have been used in our modelling and by Government to calculate funding. The funding does not cover the cost of procuring alternative fuel vehicles and equates to just over £100,000 per 7.5 tonne vehicle. Electric versions of these vehicles are quoted at more than £300,000.

Waste Collection Authority	Allocated DEFRA capital funding for Vehicles	Actual capital funding needed for vehicles	Shortfall
Redditch BC	£511,500	£613,800	£102,300

- 5.9. Ongoing revenue funding will be paid from 2026/27 when the New Burden payments commence, but the estimated figures have not yet been provided for consideration.
- 5.10. Transitional resource funding will be provided in late 2024/25 and again in early 2025/26 with a caveat from Defra that this will be 'subject to agreement and our spending review allocation, we plan to fund procurement, project management, communications and container delivery'.
- 5.11. Based on the modelling carried out for Redditch, we will need up to 6 vehicles, with a minimum of 2 staff per vehicle, not including cover for annual leave/sickness.

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- 5.12. The Revenue costs associated with operating this service are estimated at just over £500,000 per year for Redditch, although updated modelling from *Circulogic* is currently being reviewed to more clearly define this to support inclusion in the MTFP.
- 5.13. It is worth noting that the figures above are solely for Redditch, and there may be financial benefits arising from our shared service arrangements with Bromsgrove District Council that would support a reduction on these figures, although this cannot be verified until planning has commenced in earnest to deliver the service operationally – either inhouse, or through an external supplier.
- 5.14. In addition to the funding and resource requirements linked to Food Waste, the Council has now had confirmation that DEFRA will be transferring funding of **£814,000** to Redditch Borough Council linked to dry recyclable material through the Extended Producer Responsibilities (EPR) scheme for the 2025/26 financial year.
- 5.15. This is effectively a tax on packaging manufacturers under the “producer pays” principle and not direct government funding per se.
- 5.16. EPR funding is intended to support costs of our existing waste collection arrangements and support service changes, communication and education on dry recycling to further improve this to divert waste from landfill/incineration; and although there are currently no limits on how this money is spent, this is not guaranteed income and we expect further guidance on this in 2025.
- 5.17. From 2028 this funding will be linked to the quality as well as quantity of recycling we collect, and may be required to support education and engagement with residents regarding their waste in order to secure and maintain this level of funding.
- 5.18. On 29 November the Government set out a new policy statement regarding “Simpler Recycling¹”, which set out a “maximum default requirement” for councils to collect card and paper separately from April 2026. No reference is made to new burdens funding for this activity which – at a minimum – would require provision of separate containers and either separate containers in vehicles for holding the material (with slower collection times as crews have to empty two containers rather than one) or even separate vehicles and crews to undertake the collections.
- 5.19. The additional costs of moving to a twin stream recycling service would be significant as an addition to our existing service, but such a system would support a transition to a three weekly residual collection cycle alongside the weekly food waste service and alternating fortnightly collections of the two dry recycling streams and our existing fortnightly garden waste service.
- 5.20. This would likely generate the highest quality of recycling as well as influence recycling behaviour and engagement to a greater degree with residents to realise the reductions in residual non-recyclable waste identified from previous waste sampling across the Borough, whilst also reducing our operating costs to offset the costs associated with the additional arrangements for recycling.

¹ This is the umbrella term for the rationalisation of waste collection arrangements nationally to ensure that all residents can dispose of the same core recyclable items wherever in the country they live.

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- 5.21. It is recognised within this that councils and other waste collectors will “still have the flexibility to make the best choices to suit local need” though, and it is believed that as with previous legislation regarding waste collection, there is scope to maintain our existing comingled approach using a TEEP (Technical, Economic and Environmentally Practicable) assessment.
- 5.22. We are already discussing this with the other Worcestershire Authorities as a joint initiative to support our current service arrangements, as this will require us to set out how we will attain the required quality of recycling, and so will need to be considered alongside the ERP funding to ensure we can demonstrate the necessary outcomes and benefits to justify this.
- 5.23. Whilst this funding may be used to offset potential shortfalls in funding for food waste, the government have emphasised repeatedly the need to demonstrate “efficient” collections ensuring a high quality of collected recycling, and it should not be seen as a windfall that can be relied on without careful consideration of the potential impact of not being able to demonstrate how this funding has been used to support this.

6. LEGAL IMPLICATIONS

- 6.1. The Environment Act 2021 sets out the legislative framework for Simpler Recycling which was launched in October 2023. The Council already meets many of the requirements, but it will need to provide new services to provide a separate weekly collection of food waste from homes from 31 March 2026.

7. OTHER – IMPLICATIONS**7.1. Climate Change Implications**

- 7.2. The introduction of food waste will give the potential to divert nearly a third of the residual waste (by weight) we currently collect based on sampling of what Redditch residents are throwing away.

Residual Waste – Composition Analysis 2022 (Percentage by weight)			RBC
ORGANIC CATERING	UNAVOIDABLE FOOD WASTE		5.00%
	POTENTIALLY AVOIDABLE FOOD WASTE		0.74%
	AVOIDABLE FOOD WASTE - LOOSE		5.86%
	AVOIDABLE FOOD WASTE - PACKAGED		15.19%
	CONSUMABLE LIQUIDS, FATS AND OILS.		1.94%
			28.72%

- 7.3. For Redditch, it is estimated that the food waste service has the potential to reduce the Carbon impact of managing our residents waste by up to 1,800 tons per year subject to how well our residents engage with the service.

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- 7.4. Subject to the success of the new service, the diversion of this waste out of the residual waste stream may also support improved efficiency in our wider waste collection rounds, giving further reductions to our carbon impact.

8. Equalities and Diversity Implications

- 8.1. People with disabilities may require assistance in presenting their food waste caddy for collection, which will be provided as part of our existing assisted collection scheme, and will be publicised alongside the introduction of a new collection scheme as part of the information provided directly to every household when the caddies are delivered.
- 8.2. There could potentially be a negative impact on people from particular ethnic groups whose first language is not English and any subsequent misunderstandings about the correct food waste disposal instructions. Imagery will be used to help simplify the message as much as possible, and further assessment will be needed to identify the scale of this, and consider how to address these concerns.
- 8.3. A detailed Equality Impact Assessment will be carried out as part of final selection and implementation of the new service alongside the creation of a final specification and implementation plan.

9. RISK MANAGEMENT

- 9.1. There are several risks to meeting the domestic requirement to collect food waste by April 2026, which include:

- Capital and revenue financial uncertainty (New Burdens)
- Capacity of supply chain to meet unprecedented nationwide demand for specialist vehicles, caddies, and bins
- Capacity and suitability of existing depot(s) to accommodate increased number of trucks (impacts on O Licence)
- Capacity and availability of local AD facilities to reduce travel time and impact on collection rounds
- Availability of supporting infrastructure (waste transfer stations) which will increase the cost of providing service in short-medium term
- Lack of suppliers for provision of food waste collection contract.
- On-Going ERP funding not guaranteed, and still uncertainty over how this will be calculated and linked to service provision, efficiency of collections, and quality of recycling material collected in the future, which will be needed to support appropriate use of this funding.

- 9.2. Five of the Worcestershire councils collaborated on a Soft Market Testing exercise in June this year to identify factors relevant to outsourcing food waste with potential suppliers, but did not receive any responses to the questions posed to the private sector.

- 9.3. A further market engagement exercise is being developed alongside this report to address the uncertainty regarding interest from the private sector in providing the service as a dedicated food waste contract only, using a simpler premise to gauge interest specifically to support a decision on whether the private sector will engage with a tender process should we start one.

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Executive14th January 2025**Housing Ombudsman findings**

Relevant Portfolio Holder	Councillor Joe Baker
Portfolio Holder Consulted	Yes
Relevant Head of Service	Claire Felton
Report Authors	Job Title: Assistant Director for Legal Democratic and Procurement Services and Monitoring Officer Contact email: c.felton@bromsgroveandredditch.gov.uk Contact Tel: 01527 64252
Wards Affected	N/A
Ward Councillor(s) consulted	N/A
Relevant Strategic Purpose(s)	All
Key Decision / Non-Key Decision: This is a non-key decision	
If you have any questions about this report, please contact the report author in advance of the meeting.	

1. RECOMMENDATIONS**The Executive resolves that:-**

- (a) The findings, orders and recommendations from the Housing Ombudsman be noted.**
- (b) Compliance with those matters by the Council and the wider learning points be noted.**

2. BACKGROUND

- 2.1 The complaint considered by the Housing Ombudsman concerned the Council's response to the resident's concerns of damp, mould and a ticking noise and the Council's complaint handling.
- 2.2 The Housing Ombudsman found there was severe maladministration in the Council's response to the resident's reports of damp and mould and reports of a ticking noise.
- 2.3 The Housing Ombudsman found there was maladministration in the Council's response to the resident's request for non-damp and mould repairs.
- 2.4 The Housing Ombudsman found there was maladministration in the Council's complaint handling.

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- 2.5 The matter was determined by the Housing Ombudsman on 28th May 2024. The Housing Ombudsman ordered that the Council:-
- (a) Pay the resident £3,114.95 compensation comprised of:-
 - i) £364.95 for the impact of its response to the resident's reports of damp and mould on her enjoyment of her home.
 - ii) £1,200 for the distress, inconvenience, time and trouble caused by the Council's failures in its response to the resident's reports of damp and mould.
 - iii) £400 for the distress, inconvenience, time and trouble caused by the Council's failures in its response to the resident's request for non-damp and mould related repairs.
 - iv) £1,000 for the distress, inconvenience, time and trouble caused by the Council's response to the resident's reports of a ticking noise.
 - v) £150 for the distress caused by the Council's complaint handling failures.
 - (b) Arrange for the Chief Executive to apologise for the failings in the case. The resident should be given the option to receive her apology in person, over the phone or by letter. If the resident opts for a verbal apology the Council should write to the resident to confirm the outcome of their discussion. A copy should be provided to the Ombudsman, also within 4 weeks.
 - (c) Offer to visit the resident to:-
 - i) Discuss the outcomes of the survey reports with her.
 - ii) Satisfy itself that all repairs have been carried out to an acceptable standard.
 - iii) Agree an action plan for any outstanding works, including what will be done, when and by whom.
 - iv) Discuss how it might support and work with her to reduce condensation, damp and mould.
 - v) Discuss her request for compensation for items damaged by damp and mould, including her mattress. It should review the evidence and write to the resident to set out its decision in line with its policies and procedures.
A detailed summary of the visit, including any action plans, should be provided to the resident in writing. A copy should be provided to the Ombudsman, also within 4 weeks.
- 2.6 The Housing Ombudsman ordered that the Council carry out a senior management review of the case to identify what went wrong and what it would do differently. This should be presented to the senior leadership team and the Ombudsman within 8 weeks. It should include assessment against the spotlight reports, unless the landlord can demonstrate it has done these within the last 12 months on:-

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- (a) Damp and mould
- (b) Noise complaints
- (c) Attitudes, respect and rights.
- (d) Knowledge Information Management

- 2.7 As part of the review the Council should also consider developing a policy and procedure on compensation and noise complaints.
- 2.8 Within 8 weeks of the date of the determination the Council is ordered to arrange training for relevant staff to ensure that they are equipped to respond to queries from vulnerable residents. This should include having difficult and delicate conversations with residents about matters such as mental health. The date and content of the training should be provided to the Ombudsman, also within 8 weeks.
- 2.9 Within 12 weeks of the date of the determination the Council is ordered to arrange for relevant staff involved in this case to complete the learning modules on the Ombudsman Landlord's Learning Hub for noise complaints, knowledge information management and attitudes, respect and rights. Confirmation that training has been completed should be provided to the Ombudsman, also within 12 weeks.
- 2.10 The orders and recommended actions above have been undertaken by the Council. The Housing Ombudsman closed the case on 13th November 2024.
- 2.11 Officers are currently producing Noise and Compensation Policies in line with good practice and the Housing Ombudsman's Spotlight Reports.

3. OPERATIONAL ISSUES

The Constitution Article 12.3 requires the Monitoring Officer to report to Executive (or Council for non-executive functions) if any decision or omission has given rise to maladministration. This report concerns actions that the Housing Ombudsman has determined were maladministration/service failings.

4. FINANCIAL IMPLICATIONS

- 4.1 There are no direct financial implications arising out of this report, other than the recommendation that £3,114.95 be paid to the resident.

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5. LEGAL IMPLICATIONS

This report is required under section 5A of the Local Government and Housing Act 1989 in view of the decision by the Housing Ombudsman.

6. OTHER IMPLICATIONS**Relevant Strategic Purpose**

- 6.1 The requirement for the Monitoring Officer to report findings of maladministration is relevant to all of the Council's strategic purposes.

Climate Change Implications

- 6.2 There are no specific climate change implications.

Equalities and Diversity Implications

- 6.3 There are no implications for Equalities and Diversities arising out of the this report.

7. RISK MANAGEMENT

- 7.1 The main risks associated with the details included in this report are the risk of the Council being found to have caused maladministration in the future.

- 7.2 The risks are being managed by compliance with the recommendations and ongoing training.

8. APPENDICES and BACKGROUND PAPERS

Appendix 1: Housing Ombudsman Report - 202216635

Housing

Ombudsman Service

REPORT

COMPLAINT 202216635

Redditch Borough Council

28 May 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 the landlord's response to the resident's:
 - a. Reports of damp and mould.
 - b. Request for non-damp and mould related repairs.
 - c. Reports of a ticking noise.
 - d. Request for adaptations to her bathroom.
2. The Ombudsman has also considered the landlord's complaint handling.

Background

3. The resident is the secure tenant of the landlord, which is a local authority. The landlord's records show that the resident suffers with her mental health and is supported by the mental health team.
4. The property is a 1 bedroom ground floor flat in a block of 4 properties. There is one flat above the property, no adjoining property to the left and one adjoining house to the right of the property. There is a metal staircase adjacent to the exterior of the hallway.
5. The resident contacted the landlord on several occasions during January 2022 to report damp and mould. On 22 October the resident emailed the landlord to report that the problem was ongoing. She also highlighted a number of non-damp and mould related repairs, including a missing kitchen cupboard and garden gate. In January 2023 the resident contacted the landlord to report a ticking noise which was occurring "every 10 minutes" causing her distress. On 1 August 2023 the resident told this Service that she had made a request for

disabled adaptations to her bathroom which the landlord had declined to carry out.

6. During November and December 2022 the landlord was put on notice that the resident had instructed solicitors regarding a disrepair claim. This investigation has not seen any evidence that a claim was made to the court. Furthermore, in an email to this Service on 25 April 2024 the landlord confirmed that proceedings in the matter had not been issued.
7. The landlord raised a stage 1 complaint on 12 December 2022. This was in response to an email it received from the resident's MP the day before, on 11 December, and to an email from the resident on 12 December. In her email, the resident said that following a cold weekend the mould had turned black. She attached a photo of the socket for her electric cooker which had droplets around it. She said her wall was "soaking" that morning.
8. The landlord provided its stage 1 complaint response on 23 December 2022 in which it confirmed that it had received communication from her solicitor regarding her disrepair claim. It had subsequently agreed to carry out a joint survey which took place on 14 December. It said a report would be compiled and both parties would then agree on what works would be undertaken. It confirmed that its mould specialist had visited the property and provided a report. It intended to approve works in the new year. Finally, it confirmed that following a recent inspection it had agreed to carry out electrical works to change the bathroom fan and install a Passive Input Ventilation (PIV) system.
9. The resident emailed her MP on 10 January 2023 who relayed her ongoing complaint to the landlord on her behalf on 16 January. The resident was dissatisfied that repairs had been delayed for 2 years. Furthermore, she felt the landlord had not acknowledged her phone calls or emails which had caused her to contact mental health services for help. There were so many operatives coming and going to the property, she felt a decant would be beneficial. She reported that her were possessions were "ruined" and her mental health was in a "terrible state." She said she had been without a cooker for 5 days in the run up to Christmas because of the damp around the socket which made it spark.
10. The landlord issued its stage 2 complaint response on 6 February 2022. It said it had received the report from its mould contractor and was aiming to start works on 20 February. It confirmed that works to install additional and new ventilation fans were complete. However, it was aware of the resident's concerns regarding installation which it said it would rectify. Works to box in pipes and install ducting were to be carried out 8 February. Once the work was complete it would engage a contractor to carry out the remaining works.

11. The resident contacted this Service on 29 October 2022 to report that issues with damp and mould was ongoing. She also reported that she was dissatisfied with the landlord's repairs service and wanted the landlord to complete all outstanding works.

Assessment and findings

Jurisdiction

12. What we can and cannot consider is called the Ombudsman's jurisdiction. This is governed by the Housing Ombudsman Scheme. When a complaint is brought to the Ombudsman, we must consider all the circumstances of the case as there are sometimes reasons why a complaint, or part of a complaint, will not be investigated.
13. In accordance with paragraph 42(a) of the Housing Ombudsman Scheme, the Ombudsman may not consider complaints that "are made prior to having exhausted a member's complaints procedure, unless there is evidence of a complaint-handling failure and the Ombudsman is satisfied that the member has not taken action within a reasonable timescale".
14. After carefully considering all the evidence, the resident's complaint concerning the landlord's response to her request for adaptations sits outside of the Ombudsman's jurisdiction.
15. During her correspondence with this Service on 1 August and 16 November 2023 the resident said she was struggling to use her toilet and shower. She said she had contacted "numerous departments" to request to have a shower installed and had submitted medical evidence. However, the landlord had declined her request.
16. There is no evidence that the resident raised the issue as part of her formal complaint and the landlord has not provided a response on this point. Therefore, this investigation cannot assess whether its response was reasonable. The resident may wish to make a fresh complaint to the landlord if she remains dissatisfied.

Landlord's obligations, policies & procedures

17. The landlord must ensure that homes it provides meet the Decent Homes Standard. This was updated in 2006 to take account of the Housing Health and Safety Rating System (HHSRS) which lists damp and mould as a potential hazard. According to the Standard, for a home to be considered 'decent' it must: be in a reasonable state of repair.

18. The Homes (Fitness for Habitation) Act 2018 ('The Homes Act 2018') requires the landlord to ensure that the property is fit for human habitation. Section 10(1) of the Landlord and Tenant Act 1985, as amended by the Homes Act, states that in determining whether a property is unfit for habitation, regard should be given to whether the property is so far defective in matters including repair, freedom from damp and ventilation, that it is not reasonably suitable for occupation in that condition.
19. The landlord's repairs and maintenance policy sets out its response times as follows:
 - a. Emergency repairs need to be carried out to avoid serious danger to the health and safety of the occupants or where a failure to carry out the repair could cause extensive damage to buildings and property - 2 hours.
 - b. Routine repairs will be assessed and prioritised and typically do not pose an immediate risk to health and safety and/or imminent danger to the structure - 20 working days
20. The landlord's complaints and enquiries standard (complaints policy) defines a complaint as "any expression of dissatisfaction, however made, about the standard of service, actions, or lack of action, by the Housing Service, its own staff, or those acting on its behalf, affecting an individual resident or group of residents and that requires a response."
21. It also says that it will log and acknowledge all complaints within 5 working days. It will provide a response to stage 1 complaints within 10 working days and to stage 2 complaints within 20 working days.

Scope of the investigation

22. While this service is an alternative to the courts, it is unable to establish legal liability or whether a landlord's actions or lack of action have had a detrimental impact on a resident's health. Nor can it calculate or award damages. The Ombudsman is therefore unable to consider the personal injury aspects of the resident's complaint. These matters are better suited to consideration by a court or via a personal injury claim. However, this investigation has taken into account the resident's vulnerabilities when considering her circumstances.
23. This investigation notes that the resident said she began reporting issues with damp and mould in early 2020. However, this investigation has primarily focussed on the landlord's handling of the resident's recent reports from January 2022 onwards that were considered during the landlord's recent complaint responses. This is because residents are expected to raise complaints with their landlords in a timely manner so that the landlord has a reasonable opportunity to consider the issues whilst they are still 'live,' and

while the evidence is available to reach an informed conclusion on the events that occurred.

24. During her complaint the resident raised concerns about a number of repairs raised as a result of damp and mould. Due to the volume of repairs these have been assessed together as remedial works as part of the landlord's response to damp and mould. Key issues have been highlighted where it was appropriate to do so as part of the assessment.
25. During the resident's communication with this Service on 1 August and 8 October 2023 the resident raised a number of issues including that the floor in the property was uneven, the external courtyard full of rubbish and weeds and that the internal doors were not fire doors. There is no evidence that the resident raised the issues as part of her formal complaint therefore, the landlord has not been given the opportunity to provide a formal response. There is no evidence that these complaints have exhausted the landlord's internal complaints process and therefore, they have not been assessed by this investigation.
26. During a telephone call with this Service on 17 May 2024 the resident said that she had made a formal complaint to the landlord about its response to reports of antisocial behaviour (ASB) and it provided a stage 1 response. This investigation has not seen a copy of the stage 1 response and this investigation has not been provided with any evidence in relation to ASB. Furthermore, this investigation cannot be certain that the complaint has exhausted the landlord's internal complaints process. Therefore, it has not been assessed by this investigation.
27. This is consistent with paragraph 42 (a) of the Housing Ombudsman's Scheme which says the Ombudsman may not consider complaints which, in the Ombudsman's opinion, are made prior to having exhausted a member's complaints procedure, unless there is evidence of a complaint-handling failure and the Ombudsman is satisfied that the member has not taken action within a reasonable timescale

Damp and mould

28. The Ombudsman's spotlight report on damp and mould says that residents living in homes with damp and mould may be more likely to have respiratory problems such as asthma. It notes there are also broader impacts on mental health which highlights the urgency for change and says landlords should adopt a zero-tolerance approach to damp and mould.
29. A medical professional emailed the landlord on the resident's behalf on 25 January 2022. They said that the resident suffered from mental health issues

and was under the care of the mental health team. They said the resident was feeling suicidal due to the condition of the property and felt “asthma symptoms frequently.” They also said the resident experienced joint pain due to the damp. The resident followed with her own email on 28 January saying her property was “full of damp” and the landlord was “pushing her to the brink.” In a further email of 31 January the resident said she was experiencing flare ups with her asthma and asked the landlord to “help me out of a bad situation.”

30. There is no evidence that the landlord provided any form of response to the resident’s emails. Given the issues raised and the impact described this was insensitive and unreasonable, causing distress and frustration. Furthermore, it is evidence that the landlord failed to have regard to its duties under the Equality Act 2010, Human Rights Act 1998 and the decent Homes Standard and The Homes (Fitness for Habitation) Act 2018.
31. Due to the lack of response the resident was caused further inconvenience, time and trouble when she sought the assistance of another medical professional. A second medical letter, this time from her mental health worker, was submitted on 19 October 2022. It described that there was damp in every room which was impacting on the resident’s physical and mental health. Again, the landlord failed to respond which was inappropriate. This compounded the resident’s distress and further eroded the landlord/resident relationship. The resident was caused inconvenience, time and trouble when she emailed the landlord herself on 22 October, 16 and 20 November.
32. Due to the lack of response the resident sought legal assistance regarding a disrepair claim. The landlord tried to visit the property to carry out an inspection on 5 December 2022 but the resident declined to give access. She said this was because her solicitor had advised her not to.
33. It emailed the resident on 9 December 2022 to apologise for the number of outstanding repairs and said it was liaising with her solicitor to arrange to carry out a joint survey. It said it had also instructed its own contractor to carry out a mould survey as this had been reported to the landlord previously.
34. The resident emailed the landlord on 12 December 2022 to highlight ongoing issues with damp and mould in her property. The landlord replied on the same day to say that housing disrepair protocols were causing some delays in getting the survey carried out but it was confident collectively it would resolve the issues.
35. While this was a positive step it came late in the process. The landlord failed to acknowledge the significant delay in responding to the resident’s request for repairs and the impact this had on her physical and mental health. There is no evidence that it carried out a risk assessment taking into account its duties

under the Equality Act 2010 or that it considered what support it might offer while it assessed the situation. This was a failure.

36. The joint survey was carried out on 14 December 2022 and a 'scott schedule' produced accordingly. It set out works to be carried out including a misaligned gutter section on the rear elevation and damage to the concrete stair to the exterior of the downstairs hallway. The survey concluded that it was safe for the resident to remain in occupation while the recommended works were undertaken. It said, however, that it was clear the resident would "suffer some disruption."
37. Given what the landlord knew about the resident's vulnerabilities and its duties under the Equality Act 2010 it would have been appropriate for the landlord to have considered this advice in relation to her own individual circumstances. This is because some residents' circumstances mean that they are more affected by landlords' actions or inactions than others. In her email to her MP on 10 January 2023 the resident said she would rather be decanted during the works. There is no evidence that the landlord discussed the works with the resident and how it was best placed to support her which was a failure.
38. In her email to the landlord of 23 December 2022 the resident said her mattress was ruined and she was sleeping in the lounge. She said the situation was driving her "insane."
39. During January 2023 the landlord tried to arrange access to begin works to install fans in the property. On 17 January the resident emailed the landlord to confirm that her solicitor had advised her to stop communicating with it. Her solicitor had advised it should liaise directly with them. However, on 19 January the resident emailed the landlord to say she had decided not to follow the solicitor's advice and was prepared to give access for the repairs.
40. The landlord responded on 19 January 2023 and appropriately provided an update considering the resident's recent email. It confirmed it was able to proceed with works to install additional ventilation and for its specialist to carry out the mould clean. In an internal email dated 27 January the landlord confirmed that the PIV unit and fans had been installed.
41. The landlord provided a further update in its stage 2 complaint response of 6 February 2023 to say an appointment had been made for its mould cleaning specialist for 20 February. It said it was aware that the resident had raised concerns about installation of the PIV and fans which it intended to rectify.
42. On 21 February 2023 the resident emailed the landlord to raise concerns about the work it had carried out. She said the newly fitted unit was blowing cold air into the property. In an internal email dated 22 February the landlord said it

would inspect the property to do a “full” list of repairs. This was an appropriate step, ensuring that both the resident and landlord were satisfied that works carried out to date were acceptable, and that any outstanding works were remedied as soon as possible.

43. The property inspection took place on 3 March 2023. On 17 March the landlord emailed the resident to provide an update. It said it had authorised remedial works by its specialist contractor. It said it was aware the resident was in communication with them but had not yet agreed a start date and asked her to do so as soon as possible. Works were to include removal of the kitchen units and treatment of any mould found on the external wall before refixing the units. It said it would make good any damage caused by installation of the PIV ducting in the bathroom.
44. The landlord’s internal email of 14 March 2024 said that works carried out during 3 to 11 April 2023 included a mould treatment behind the kitchen cupboards, new vent covers fitted in the lounge and hallway, mould treatment to the hallway cupboard and around the front door. Groundwork was carried out to the front of the property to dig a trench filled with gravel. Guttering to the front and rear of the property was fixed.
45. The email also says that following a further property inspection on 13 February 2024 a radiator had been added to the hallway. A further works order was raised to carry out a mould treatment in the bedroom and hallway and to all the external bedroom walls. This is evidence that the previous attempts to eradicate damp and mould had failed and that the problem was ongoing.

Events post internal complaints process

46. During a call with this Service on 16 November 2023 the resident said that the damp and mould had returned. She was not satisfied that the landlord had addressed the route cause of the problem hence it kept returning. She was also dissatisfied that certain works remained outstanding, including the external concrete stairs. She was also dissatisfied that the newly installed fans were not working correctly.
47. The landlord carried out a further property survey on 13 February 2024 which concluded that the external staircase was not causing water ingress into the property and the guttering system was not defective. The fans were found to be in good working order and were effective if left switched on by the resident. It noted there was evidence of mould in the hallway which was “likely caused by condensation due to the high humidity within the property.” It noted there was no radiator in the hallway and that it would be replaced.

48. It observed some mould around the windows in the living room, kitchen and bedroom which it said was caused by condensation. At the time of the survey the newly installed humidistat fan in the kitchen had been turned off at the wall. It raised orders to replace a number of vents in the property. There is evidence that the landlord had a conversation with the resident about how she may be able to reduce condensation within the property which was appropriate.
49. In its response to this Service on 9 April 2024 the landlord said it did not undertake an assessment against the Ombudsman's damp and mould recommendations for landlords. It said that "although it does note some mould and or damp, it was not considered excessive and in fact some of it could be cleaned off by the tenant and is noted as such, we did undertake a variety of work throughout and we used a mould eradication paint to good effect, to date the mould is in abeyance any mould found now is as a result of poor use of the building." It cited behaviour such as the following taping over air vents, using a tumble dryer in the lounge and turning off extractor fans and the PIV unit. The landlord's position is concerning and does not reflect a zero tolerance approach to damp and mould.
50. The spotlight report on damp and mould highlights the importance of effective communication in relation to customised advice to residents about how best to manage the environment within their home to help prevent damp and mould occurring. This investigation does not consider the landlord went far enough to try to engage meaningfully with the resident about the outcomes of the survey, works it undertook and how those works and steps taken by the resident could collectively reduce the impact of condensation, damp and mould within her home.
51. The Ombudsman's dispute resolution principles are to be fair, learn from outcomes and put things right. The landlord was not fair to the resident because it failed to respond to the resident's reports of damp and mould for 11 months, only taking action to put things right when she instructed solicitors to make a disrepair claim. When it did respond, it failed to acknowledge the serious detriment caused to the resident's mental and physical health. It failed to have due regard to its duties under the Equality Act 2010 and Human Rights Act 1998. It is not clear whether all the works have been carried out satisfactorily which is due in part to ineffective communication with the resident.
52. It also failed to engage in meaningful dialogue with the resident about how it could work with her to reduce the impact of condensation, damp and mould in the property. The landlord has not identified any learning from the complaint in terms of what went wrong, why and what it would do differently. While it tried to put things right by carrying out remedial works it failed to consider compensating the resident for distress and inconvenience. It has failed to

respond to and consider compensation for damage caused to her items, including her mattress.

53. For these reasons the landlord's failures amount to severe maladministration. This is because there have been serious failings which had a significant physical and emotional impact on the resident over a significant period.
54. During 2023/24 the rent was £81.10 per week. The Ombudsman considers it appropriate to require the landlord to provide financial redress which recognises the impact of the damp and mould on her enjoyment of her home. The period considered for this calculation is 25 January 2022 to 5 December, which is 45 weeks (rounded up).
55. In the circumstances, the Ombudsman considers it reasonable to require the landlord to pay the resident £364.95 compensation. This figure has been calculated at a 10% amenity loss calculation for the property $£8.11 \times 45 = £364.95$.
56. While the Ombudsman acknowledges that this is not a precise calculation, this is considered to be a fair and reasonable amount of compensation taking all of the circumstances into account.
57. This investigation also considers that the landlord's failings caused additional distress and inconvenience to the resident. The Ombudsman's remedies guidance sets out that compensation in the range of £600 to £1000 should be awarded where there was a failure which had a significant impact on the resident. Compensation may be higher where there was a severe long-term impact. Therefore, in line with the guidance the landlord has been ordered to pay the resident £1200 which is in line with the Ombudsman's remedies guidance where there was severe long term impact.

Non-damp and mould repairs

58. On 12 December 2022 the resident emailed the landlord and provided photographic evidence of water droplets around the electrical socket for her cooker. The landlord offered to visit that same day and asked the resident to provide access. The landlord assessed the risk and acted appropriately in accordance with its repairs and maintenance policy.
59. On 19 October 2022 a mental health professional wrote to the landlord on the resident's behalf. She said that the garden gate and fence panel repairs were outstanding. There is no evidence that the landlord responded which was unreasonable. This caused inconvenience, time and trouble to the resident who completed another online report form on 21 February 2023 to follow up. She said she needed a gate to stop people walking onto her property from the street

and “ideally a new fence.” There is no evidence that the landlord replied which was a further failure.

60. The landlord’s internal email of 14 March 2024 confirms that a new gate was fitted during works which took place 3 to 11 April 2023. The landlord did not comply with its repairs policy to complete non urgent repairs within 20 working days.
61. On 8 August 2022 the landlord wrote to the resident to confirm that it had booked an appointment for a surveyor to attend her home on 18 August as part of its composite front door replacement programme. On 22 October the resident completed an online report form and requested an update.
62. There is no evidence that the landlord provided a response before its update of 12 December 2022 in which it said the door was being manufactured. It said the target delivery date was 9 January 2023 after which it would arrange to fit it. The landlord did not communicate effectively with the resident around timescales. It failed to provide any further updates between the survey of 18 August and the update of 12 December, 4 months later, even after the resident chased on 22 October.
63. The resident was provided with a further update on 10 January 2023, via her MP, that the door was expected to be with the contractor the following week. On 13 January the resident emailed the landlord to ask to defer installation of the front door until the stairs and plastering around the front door had been carried out.
64. On 7 February 2023 the resident emailed the landlord to try to expedite matters as her front door was “hanging off.” The resident sent a further email on 21 February to say that her door handle was broken and it was difficult to get to get the key in the lock. She acknowledged that she had requested the new door be delayed while the damp was being remedied. However, she said if all the landlord was going to do was paint over it then she wanted it fitted. The landlord had initially said it would be 9 January and it was now 21 February.
65. Given that the resident requested to delay the installation of the new door it was not unreasonable that the landlord had not adhered to the original response target. However, there is no evidence that the landlord provided a response to the resident’s email which was inappropriate. The landlord’s internal email of 14 March 2024 says that a new front door was fitted during the works carried out between 3 and 11 April 2023.
66. In her online report form of 22 October 2022 the resident asked for an update on when the cupboard in her kitchen would be replaced. There is no evidence that the landlord responded which was unreasonable. This was because the

resident was caused inconvenience, time and trouble when she completed another online report form on 21 February 2023 by way of follow up. She said the cupboard was removed in 2021 due to mice and was never replaced.

67. In its email to the resident of 17 March 2023 the landlord said it would resolve the issue as part of its package of works to take place between 3 and 6 April. In her email to this Service on 1 August the resident said that the kitchen cupboard had not been replaced. There are no repair records relating to the kitchen unit which is a record keeping failure. Furthermore, it means there is no independent evidence on which this investigation can rely to make a determination on this point. This has been reflected in the orders made.
68. On 22 October 2022 the resident completed the landlord's online report form in which she said the toilet was leaking and there was water on the floor from condensation caused by the toilet being positioned "less than 30cm away from the radiator." There is no evidence that the landlord provided a response to the resident which was unreasonable. This caused inconvenience, time and trouble to the resident when she raised the issue again in her email to the landlord on 21 February 2023.
69. In an email to the resident dated 17 March 2023 the landlord said it would replace the porcelain cistern with a plastic one which would help reduce condensation. The landlord did not carry out works until 3 to 11 April 2023, 6 months after the issue was first reported. This was inappropriate because it did not comply with its repairs policy.
70. Also on 22 October 2022 the resident asked for an update on when her meter cupboard would be repaired. There is no evidence that the landlord responded, causing inconvenience, time and trouble to the resident because she had to chase during her email of 12 December. There is no evidence that the landlord responded to this further enquiry which compounded the resident's frustration.
71. In an email to the resident of 17 March 2023 the landlord said that it would repair any issues with or around the meter cupboards. However, in an online report form submitted to this Service on 18 October 2023 the resident said that works to the meter cupboard were outstanding.
72. The landlord failed to communicate effectively with the resident, failing to respond to the resident regarding several different repairs. This suggested it did not take her issues seriously which eroded the landlord/resident relationship further and caused distress. Except for its response to the electrical socket it did not carry out the repairs within the timescales set out in its complaints policy. There were also record keeping failures because information was missing from its repair logs.

73. These failures amount to maladministration because they adversely affected the resident. Furthermore the landlord did not acknowledge its failings or demonstrate learning from the complaint. It has completed some of the repairs in an attempt to restore the resident to the position she would have been in were it not for its failure. However, it has failed to consider redress for the distress, inconvenience, time and trouble caused.
74. The landlord has been ordered to pay the resident £400 which is in line with the Ombudsman's remedies guidance where there was no permanent impact. This reflects the number of repeat failures and the overall lack of an effective repairs service provided to the resident.

Ticking noise

75. The landlord's records show that the resident emailed on 24 March 2022 to report that she was hearing a "ticking in her walls all the time, every 10 minutes." She said she was disabled because of mental health issues and the noise was detrimental to her. There is no evidence that the landlord responded which was inappropriate, particularly given the evidence of the impact it was having on the resident. Furthermore, the resident was caused inconvenience, time and trouble when she emailed the landlord again on 1 December 2022. She said she was hearing a constant ticking in the walls which was "driving me nuts."
76. On 14 December 2022 the landlord inspected the property as part of its investigation into the ticking noise. It said it was at the property for 30 minutes but could not hear the noise and was unable to find the source of any issue. There is no evidence that the landlord provided an update to the resident which was inappropriate. This is because it would have reassured the resident it was taking proactive steps to investigate her complaint and helped manage her expectations.
77. The resident emailed the landlord on 13 January 2023 to report that a ticking noise started shortly after it left following its visit to the property. She said it was occurring every 10 minutes or so and was driving her "insane." She felt the neighbour was doing something on purpose to cause the noise. She said the situation had escalated to the point where she had shouted at them.
78. The landlord failed to respond to the email which was inappropriate. It is noted that the resident also said the housing team had made an appointment to visit her to discuss the incident. However, a file note of the visit has not been provided for this investigation which is a record keeping failure. This is because it is unclear exactly what was discussed and/or agreed in relation to the noise itself.

79. The resident was caused time and trouble when she emailed the landlord again on 18 January 2023. In her email she said the problem, combined with the other issues, “was all too much.” The landlord replied on 19 January to confirm it was trying to resolve the noise but that it needed to access to the adjoining property as part of its investigation. Its response lacked empathy because it failed to respond to the impact on the resident’s mental health. Furthermore, there is no evidence that it considered how it could best support her while it tried to resolve the issue which was inappropriate.
80. There is no evidence that the landlord provided any further updates to the resident which was inappropriate, particularly given the detrimental impact caused to her and the need to proactively manage her expectations by providing regular updates.
81. The landlord’s stage 2 complaint response of 6 February 2023 confirmed that its housing and repairs teams would work together to identify the noise which it believed was located within a neighbouring property. It said that during its visit to her to discuss the incident with her neighbours they had agreed that she would continue to engage with support she was receiving from external providers. This investigation has not seen any evidence, such as a file note, to confirm what the support entailed and/or how the landlord could work jointly with providers to ensure the resident’s needs were being met.
82. In her email to the landlord of 7 February 2023 the resident said she had been kept awake by the noise since 3.00a.m. She told the landlord it needed to be “sorted out.” The landlord reiterated the content of its email to the resident of 19 January. It is concerning that it was still trying to gain access to inspect the property. There is no evidence to explain what steps it had taken and/or why it was unable to gain access which is a record keeping failure.
83. Given the impact described by the resident, and the landlord’s duties under the Equality Act 2010, it would have been appropriate for the landlord to take all reasonable steps to gain access. There is no evidence that it considered a more formal approach to its request for access at this stage. This would have been appropriate to expedite its investigation and bring relief to the resident.
84. On 9 February 2023 the resident emailed the landlord to say that she had taken an overdose the previous night when she heard the noise, adding that she “couldn’t take any more.” She said she would therefore not be able to make a repairs appointment booked for that day.
85. The landlord’s response was silent on the matter of the overdose which was insensitive and inappropriate. It asked for access to remedy the situation as there were a number of jobs to complete and a plan to complete them. It

acknowledged the lengthy delays but advised not allowing access would not allow them to improve the situation.

86. The resident replied to say she could not let anyone in because she was in hospital and asked the landlord to rearrange the appointment. The landlord did then say it was “sorry to hear that” and confirmed it would rearrange the visit accordingly. It also said it had visited the neighbour’s property the previous day regarding the ticking noise but could not gain access.
87. There is no evidence that the landlord followed up with the resident to check on her welfare and/or considered how it might best proceed given her vulnerabilities. There is also no evidence that the landlord provided any further updates until over a month later when it emailed the resident on 17 March 2023. This was particularly inappropriate given the resident’s vulnerability.
88. In its email to the resident of 17 March 2023 the landlord said that it had visited the property on 2 occasions and had not witnessed the ticking noise. However, having viewed videos taken by the resident it believed it was caused by noise transfer from the heating pipes in the adjoining property. It said it had tried to gain access to the neighbour’s property “several times” and would “keep trying.” It said it intended to send a formal access letter to ensure access was given and would update the resident accordingly. While this was a positive step it should have happened earlier in the process. This is because it was a year after the resident first reported the issue and 2 months after she confirmed the noise was ongoing and having a serious impact on her mental health.
89. In its email to this Service on 2 May 2023 the landlord said it was investigating the ‘ticking’ noise. It confirmed it had accessed the neighbouring property and identified an issue related to the expansion of pipework. It said that “whilst the solution is not obvious we are looking at all ways to resolve this.” There is no evidence as to what steps the landlord took following its discovery which is a failure.
90. Furthermore, in its response to this Service of 9 April 2024 the landlord said that an inspection of the neighbouring property took place on 17 November 2023. It ran the boiler on service mode for 30 minutes but its contractor could not hear a ticking. He advised the resident that he unfortunately did not hear a ticking noise and “therefore was unable to fix or do anything about this at the time.” It is concerning that 7 months after it emailed this Service to confirm it had discovered the source of the noise, it still had not resolved the issue and in fact had to carry out a further inspection.
91. There is no evidence that the landlord carried out a thorough investigation of the noise complaint. For example, there is no evidence that it provided the resident with diary sheets or considered offering her the use of recording

equipment, such as the noise app. Methods such as these would have been appropriate to help the landlord further establish the frequency and time of the noise, as well as identifying any emerging patterns.

92. There is also no evidence that the landlord considered the risk posed to the resident by the noise which was increased by her worsening mental health. It failed to have regard to its duties under the Equality Act 2010 and Human Rights Act 1998 which was a failure. There is no evidence that it sought to support her by working with the mental health practitioners that were already engaged with her. The landlord failed to give sufficient regard to the potential severity of the impact on the resident, even after she was admitted to hospital following an overdose. Had it done so it may have recognised the importance of regular, clear communication and the need to gain access to the neighbouring property as soon as reasonably possible.
93. This investigation was hampered by the poor quality of the landlord's records that were provided to this Service. In conducting its investigations, we rely on 'live' documentary evidence from the time of the complaint to ascertain what events took place and reach conclusions on whether the landlord's actions were reasonable in all the circumstances of the case.
94. This investigation has identified the following failures:
 - a. The landlord failed to respond to the resident's initial report of March 2022 and did not act until she chased again in December.
 - b. The landlord failed to take timely action to gain entry to the neighbouring property for the purposes of carrying out an inspection.
 - c. Its communication was not effective and was sometimes insensitive.
 - d. It failed to have regard to its duties under the Equality Act 2010 and Human Rights Act 1998.
 - e. There were record keeping failures.
95. These failures amount to severe maladministration because there were serious failings by the landlord which had a seriously detrimental impact on the resident over a prolonged period. Its response exacerbated the situation and further undermined the landlord/tenant relationship. The landlord is ordered to pay the resident £1000 which is consistent with the Ombudsman's remedies guidance where there was a severe long term impact.

Complaint handling

96. The evidence provided by the landlord for this investigation shows that it logged the following complaints for the resident:

- a. 24 March 2022 – about damp and mould and repairs, resolved on 17 June.
 - b. 13 June 2022 – about damp and mould and repairs, resolved on 22 December.
 - c. 1 December 2022 – about damp and mould, resolved on 20 December.
 - d. 12 December 2022 - about damp and mould, resolved on 23 December.
 - e. 27 November 2023 – about damp and mould and the ticking noise, resolved on 14 December.
 - f. 30 November 2023 - about damp and mould and repairs, resolved 14 December.
97. The Housing Ombudsman’s Complaint Handling Code states that a full record must be kept of the complaint, including the original complaint and all correspondence with the resident (...). For the purposes of this investigation the landlord has provided a stage 1 response dated 23 December 2022 and a stage 2 response dated 6 February 2023. It has not responded to a request to provide further information on the remaining complaint responses for the purposes of this investigation which was inappropriate.
98. The Ombudsman’s investigation was hampered by the lack of records provided by the landlord to this Service. In conducting our investigations, we rely on ‘live’ documentary evidence from the time of the complaint to ascertain what events took place and reach conclusions on whether the landlord’s actions were reasonable in all the circumstances of the case. This was a record keeping failure which impacted on the landlord’s ability to provide an effective complaints service to the resident.
99. The landlord raised a stage 1 complaint on 12 December 2022 however, considering the landlord’s definition of ‘what is a complaint’ in its complaints policy it should have raised it earlier in the process.
100. The resident completed an online report on 22 October 2022 where she clearly expressed her dissatisfaction on the landlord’s response on a number of issues. The landlord failed to provide a response until the resident contacted her MP who in turn contacted the landlord on 11 December.
101. It was unreasonable that it took the landlord over a month to acknowledge and raise the resident’s complaint which far exceeded its target of 5 working days. This delayed the resident’s ability to resolve her complaint through the internal complaints process. Furthermore, it undermined the landlord/tenant relationship from the outset and caused distress and inconvenience to the resident.

102. The Code says that where a resident raises additional complaints during the investigation, and the stage one response has been issued, the complaint should be logged as a new complaint.
103. The resident raised the issue of the 'ticking' noise on 13 January 2023, after the stage 1 complaint response was issued. The landlord failed to raise a new complaint and provided a response as part of its stage 2 response of 6 February. This was inappropriate because the resident did not benefit from a 2 stage internal complaints process to resolve her complaint.
104. The landlord raised a stage 2 complaint on 16 January 2023 following further contact from the MP. However, it is noted that the letter refers to the complaint dated 12 December. This appears to be a typographical error as this was also the date of the complaint the landlord responded to at stage 1. The landlord should take care to ensure that its complaint responses are accurate.
105. The landlord failed to keep adequate records of its complaints process, it delayed raising a stage 1 complaint and failed to raise a separate stage 1 complaint for the ticking noise. These failures amount to maladministration because there were failures which adversely affected the resident and it did not appropriately acknowledge or put right. The landlord has been ordered to pay the resident £150 which is consistent with the Ombudsman's remedies guidance where there was no permanent impact.

Determination (decision)

106. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration in the landlord's response to the resident's reports of damp and mould.
107. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration in the landlord's response to the resident's reports of a ticking noise.
108. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in the landlord's response to the resident's request for non-damp and mould repairs.
109. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration in the landlord's complaint handling.
110. In accordance with paragraph 42 (a) of the Housing Ombudsman Scheme the resident's complaint about the landlord's response to her request for disabled adaptations is outside of the Ombudsman's jurisdiction.

Orders

111. Within 4 weeks of the date of the determination the landlord is ordered to:

- a. Pay the resident £3114.95 compensation, comprised of:
 - i. £364.95 for the impact of its response to the resident's reports of damp and mould on her enjoyment of her home.
 - ii. £1200 for the distress, inconvenience, time and trouble caused by the landlord's failures in its response to the resident's reports of damp and mould.
 - iii. £400 for the distress, inconvenience, time and trouble caused by the landlord's failures in its response to the resident's request for non-damp and mould related repairs.
 - iv. £1000 for the distress, inconvenience, time and trouble caused by the landlord's response to the resident's reports of a ticking noise.
 - v. £150 for the distress caused by the landlord's complaint handling failures.
- b. Arrange for the Chief Executive to apologise for the failings in the case. The resident should be given the option to receive her apology in person, over the phone or by letter. If the resident opts for a verbal apology the landlord should write to the resident to confirm the outcome of their discussion. A copy should be provided to the Ombudsman, also within 4 weeks.
- c. Offer to visit the resident to:
 - i. Discuss the outcomes of the survey reports with her.
 - ii. Satisfy itself that all repairs have been carried out to an acceptable standard.
 - iii. Agree an action plan for any outstanding works, including what will be done, when and by whom.
 - iv. Discuss how it might support and work with her to reduce condensation, damp and mould.
 - v. Discuss her request for compensation for items damaged by damp and mould, including her mattress. It should then review the evidence and write to the resident to set out its decision and reasons in line with its policies and procedures.

A detailed summary of the visit, including any action plans, should be provided to the resident in writing. A copy should be provided to the Ombudsman, also within 4 weeks.

112. In accordance with paragraph 54 (g) of the Housing Ombudsman Scheme, the landlord is ordered to carry out a senior management review of the case to identify what went wrong and what it would do differently. This should be presented to the senior leadership team and the Ombudsman within 8 weeks. It should include assessment against the spotlight reports, unless the landlord can demonstrate it has done these within the last 12 months, on:
- a. Damp and mould.
 - b. Noise complaints.
 - c. Attitudes, respect and rights.
 - d. Knowledge Information Management (KIM).
113. As part of the review the landlord should also consider developing a policy and procedure on compensation and noise complaints.
114. Within 8 weeks of the date of the determination the landlord is ordered to arrange training for relevant staff to ensure that they are equipped to respond to queries from vulnerable residents. This should include having difficult and delicate conversations with residents about matters such as mental health. The date and content of the training should be provided to the Ombudsman, also within 8 weeks.
115. Within 12 weeks of the date of the determination the landlord is ordered to arrange for relevant staff involved in this case to complete the learning modules on the Ombudsman's Landlord Learning Hub for noise complaints, KIM and attitudes, respect and rights. Confirmation that training has been completed should be provided to the Ombudsman, also within 12 weeks.

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