

# Housing

## Ombudsman Service

# REPORT

*COMPLAINT 202331009*

*Redditch Borough Council*

*17 June 2025*

## **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 handling of the resident's reports of damp and mould.
2. The Ombudsman has also investigated the landlord's complaint handling.

## **Background**

3. The resident has been a secure tenant at the property since 10 November 2022. The property is a 2-bedroom ground floor flat.
4. On 11 July 2023 the landlord raised a repair job to assess mould throughout the property. An operative attended on 18 July 2023 but noted that they had found no visible signs of mould and asked the resident to call back if she had any further concerns.
5. On 22 August 2023 the resident reported that mould was an issue again. She cancelled an appointment for the landlord to attend on 30 August 2023 which it rearranged for 5 September 2023. It then raised 2 further jobs to treat mould in the living room and install 2 air bricks in the living room and bedroom.
6. The resident complained on 2 October 2023. She said that:
  - a. Her furniture had been damaged due to the mould.
  - b. The property did not have enough ventilation.
  - c. A representative from the landlord's insurance company had attended the property that day and said her claim for damaged items would not be successful.

- d. The operative that sprayed the wall to treat the mould had got paint all over the new laminate flooring and sofa.
7. The landlord acknowledged the complaint on 2 October 2023. The insurance company emailed the resident on 4 October 2023. It said that it was making further enquiries with the landlord about the repair history at the property.
8. On 12 October 2023 a building surveyor completed a survey of the property and provided a schedule for reinstatement works. The surveyor used a moisture meter to take readings during the inspection. The survey report said that:
  - a. The living room showed no visible sign of damp. However, the moisture meter showed that it was at risk of damp. Therefore, it recommended remedial external repairs to reduce the ground level to 150mm below the damp proof course and cut back overgrown vegetation.
  - b. The kitchen showed no visible sign of damp or mould. However, the moisture meter again showed that it was at risk. Therefore, it recommended remedial repairs to supply and install a mechanical extractor.
  - c. The bathroom had a small patch of mould staining. The existing extractor was not adequate. Therefore, it recommended that the landlord fitted a new extractor and applied a mould treatment to the area of staining.
  - d. There was minimal evidence of mould staining on the walls in bedroom 1 but the moisture meter showed that the walls were wet. It recommended that the landlord reduced the external ground level to 150mm below the damp proof course and constructed a soakaway.
  - e. There were minimal signs that bedroom 2 was excessively cold. The surveyor could not access the outside wall to take a moisture reading but it recommended that the landlord carried out the same work as in bedroom 1.
  - f. There was also evidence of a leaking rainwater gutter causing long term staining on the external brickwork with excess water being dumped onto the already soaked ground.
9. On 19 October 2023 the landlord emailed the resident to request a further 10 days to respond to the complaint. It provided a stage 1 complaint response on 27 October 2023. It said that:
  - a. It would replace the kitchen and bathroom extractor fans that week.
  - b. A surveyor had taken moisture readings and the additional ventilation would “help with this”.
  - c. It had offered to clean the paint off the floor but the resident had declined this and said she was just happy to get the ventilation resolved.

- d. Compensation was “outside the remit” of the repairs and maintenance team. However, if she wanted to request compensation, she could contact the relevant service or claim via a page on its website (link provided).
10. The resident asked the landlord to escalate the complaint to stage 2 of the complaints process on 2 November 2023. She said that:
- a. She had first noticed mould in May that year. It was growing on items in the bedrooms and started under the beds. She had cleaned everything but it returned on the underside of the bed and mattresses, the drawers, wardrobes, clothes, shoes, and pictures.
  - b. She had had 3 chest infections and an ear infection since moving in but had not suffered with these before.
  - c. She had lived in 4 previous flats and never had damp and mould before. The landlord tried to play down her issues on a visit saying that others probably lived in much worse situations and it had made her feel ‘stupid’.
  - d. The surveyor that came out gave her some useful tips without being patronising.
  - e. The landlord had now installed the fans which did a good job of removing condensation after a shower and the overgrown shrubs by outside walls of the property had also now been removed.
  - f. She had also asked her own surveyor to look at the property and they had said that the guttering should be repaired because water was leaking down the block onto the mud outside her property and that the damp proof course was covered.
  - g. The landlord had not told her the outcome of the survey and what work would be completed at the property.
  - h. She had claimed on the landlord’s insurance, as advised. At first, they did not offer a payment because they said the mould issue was her fault. However, she had now told them about the overgrown shrubs and the new extractor fans.
  - i. The whole issue had made her question if she was “being silly” or “overreacting”.
11. The landlord acknowledged receipt of the stage 2 complaint on 2 November 2023 and responded on 13 November 2023. It said that:
- a. It had dug out the stone adjacent to the damp proof course and installed a drain in early November. It apologised that it did not explain this previously.
  - b. When it had visited the property there was no evidence of mould.

- c. Its insurance company would decide the outcome of the claim for her belongings.
12. On 27 November 2023 the insurance company wrote to the resident and offered her £500 to contribute towards cleaning her furniture.

## **Assessment and findings**

### *Scope of investigation*

13. The Ombudsman may not consider complaints which concern matters where it is quicker, fairer, more reasonable or more effective to seek a remedy through the courts, other tribunal or procedure. This Service does not determine liability for damages or award damages in the way that a court might and therefore we are unable to determine liability for the damage to the resident's belongings or order compensation for these issues.
14. We will, however, consider the landlord's handling of the resident's request for reimbursement due to damaged belongings and whether it handled this reasonably and in line with its own policy and procedures.

### *Damp and mould*

15. Section 11 of the Landlord and Tenant Act 1985 places an obligation on the landlord to keep the structure of the property in good repair.
16. The landlord told us that its damp and mould policy was under review at the time of the complaint and that it had not assessed itself against our Spotlight report on damp and mould dated October 2021.
17. When the resident reported the damp and mould the landlord attended within a reasonable timeframe. It then raised repair jobs to complete a mould wash and fit air bricks. However, we have seen no evidence that it fitted the air bricks within a reasonable timeframe and the damp issue was not resolved. This oversight cost the resident time and trouble because she had to make a complaint.
18. Our Spotlight report on damp and mould recommended that landlords should ensure that their staff can identify damp and mould. It also recommended that landlords should identify and resolve any skills gaps they might have to ensure that staff and contractors have the appropriate expertise to properly diagnose and respond to reports of damp and mould.
19. The resident told the landlord that another member of staff then visited the property and told the resident that air bricks would not resolve the damp. This contradiction meant that the resident lost faith in the landlord's ability to resolve

the issue. There is also no evidence that the landlord ordered any other work after this visit. Its failure to do so meant that the resident was living with damp conditions for longer which caused her distress.

20. The landlord arranged a survey of the property within 10 days of the resident's complaint. This was an appropriate action to take and it identified that repairs were required to resolve the damp issue. However, the landlord conducted the survey 3 months after the resident first reported the problem. Had it followed the recommendations made in our Spotlight report and ensured that appropriately trained staff attended after the initial report, it might have identified the cause of damp earlier and prevented service failure. This delay cost the resident further time and trouble because she had to contact the landlord again.
21. Following the survey the landlord raised repair jobs to complete some of the recommended work. However, it did not communicate the outcome of the survey and what work it had ordered to the resident. This communications error cost her further time and trouble because she had to contact it for updates. It also meant that she was unaware when operatives would arrive which caused her inconvenience.
22. We have also seen no evidence that the landlord followed the surveyor's recommendation to repair the leaking gutter. The resident also reported the faulty guttering in her stage 2 escalation request but the landlord did not address this in its response. This may mean that the landlord did not address 1 of the causes of damp identified by the surveyor. It also showed a lack of communication with the resident about the issue.
23. When the resident told the landlord that mould growth had caused damage to her belongings it promptly signposted her to its insurance company which was an appropriate action to take. However, it did not then promptly provide a copy of the survey report to the insurance company so the assessor was not aware that there were any issues with the structure of the property. Therefore, the resident had to take further time and trouble communicating with the insurance company although she also did not have a copy of the survey report.
24. In summary, the landlord failed to identify the causes for damp and mould in the property on its initial visits which caused a delay in rectifying the issue. It also failed to communicate with the resident about the outcome of the survey and what repairs it had ordered. It did not acknowledge its failings and made no attempt to put things right. Therefore, there was maladministration in its handling of the residents reports of damp and mould in the property. We have ordered it to pay £600 compensation to the resident for the time, trouble, distress, and inconvenience this caused. This is in line with the Housing Ombudsman's remedies guidance.

### *Complaint handling*

25. The Housing Ombudsman's complaint handling code in place at the time of the complaint (the Code) said that a complaint investigation must consider all information and evidence carefully.
26. All the information in the stage 1 complaint response was not up to date because the landlord had already replaced the extractor fans at that time. It also did not mention the other work that it would be completing following the survey. This failure meant that the resident was not aware of the issues at the property and what work the landlord intended to do to address them. This caused her inconvenience because she then asked her own surveyor to inspect the property.
27. The Code also said that complaint handlers should have access to staff at all levels to facilitate quick resolution of complaints and have the authority and autonomy to act to resolve disputes quickly and fairly. Had this been the case the landlord may have avoided the adverse impact in the form of time, trouble, and inconvenience experienced by the resident.
28. The stage 1 complaint response said that it was "beyond the remit" of the complaint handler to award compensation. The complaint handler should have had the authority to look at the whole complaint, decide if there had been any service failures, and make appropriate remedies including consideration of compensation. Instead, it told her that she should approach the relevant department or submit an insurance claim. However, the resident had mentioned in her complaint that she had already submitted an insurance claim. These failures to fully investigate and use the complaint process to put things right cost the resident further time and trouble because she had to escalate the complaint.
29. The Code also said that to optimise complaint handling, complaint handlers should be able to act sensitively and fairly and be trained to deal with distressed and upset residents.
30. Our Spotlight report on damp and mould also said that landlords should review their initial response to reports of damp and mould to ensure that they avoid apportioning blame or use language that leaves residents feeling blamed,
31. In the stage 2 complaint escalation request the resident told the landlord how she had felt following a particular visit by 2 staff members. She said she felt that her situation had been "downplayed" and that she felt that she might be "stupid", "silly", and "overreacting". She also told it that she had had chest infections since moving into the property and this was not usual for her.

However, the landlord did not address these parts of her escalation request at all in its response. It therefore missed further opportunities to put things right including ensuring that its staff were aware of how their language regarding issues around damp and mould might affect residents. This failure caused the resident further distress and cost her time and trouble escalating the complaint to this Service. A recommendation regarding this is therefore made below.

32. In summary, the landlord's failure to follow the Code meant that it did not use the complaint handling process to address all issues and it did not use any remedies to put things right. Therefore, there was maladministration in its handling of the resident's complaint. We have ordered it to pay £200 compensation to her to reflect the time, trouble, distress, and inconvenience this caused.

### **Determination (decision)**

33. In accordance with paragraph 52 of the Scheme there was maladministration in the landlord's:
  - a. Handling of the resident's reports of damp and mould.
  - b. Complaint handling.

### **Orders**

34. Within 4 weeks of the date of this report a senior manager must apologise to the resident in writing for the failures identified.
35. Within 4 weeks of the date of this report the landlord must pay the resident directly £800 compensation comprising:
  - a. £600 for the distress, inconvenience, time, and trouble caused by its handling of her reports of damp and mould.
  - b. £200 for the distress, inconvenience, time, and trouble caused by its handling of her complaint.
36. Within 4 weeks of the date of this report the landlord must inspect the guttering at the property to ensure that it has addressed the issues identified by its surveyor. If the guttering still needs repair, it must complete the necessary repairs within a further 4 weeks.
37. The landlord must provide the Ombudsman with evidence of compliance with these orders by the above deadlines.

### **Recommendation**



38. The Ombudsman previously ordered the landlord to undertake a case review which included an assessment against our Spotlight report on damp and mould. Some of the issues identified in this case are similar. The landlord has demonstrated compliance with the previous wider order made on case 202216635. Therefore, we have not made any orders on this case, which would duplicate those already made. It should, however, consider whether there are any additional issues arising from this later case that require further review and/or action.