

Housing

Ombudsman Service

REPORT

COMPLAINT 202417927

Redditch Borough Council

30 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:
 - a. The resident's reports of damp and mould in the property.
 - b. The installation and maintenance of aids and adaptations.
 - c. The resident's reports of structural problems with the balcony wall.
 - d. The resident's reports of a leak to the communal entrance.

Background

2. The resident is a secure tenant of the landlord which is a council. The resident has vulnerabilities [REDACTED] and this is known to the landlord.
[REDACTED]
[REDACTED]
[REDACTED]
3. There have been historical problems of re-occurring damp and mould in the resident's property and re-occurring leaks in the block's hallway.
4. The resident raised a formal complaint on 8 February 2024. She complained a number of repairs were outstanding that were reported a year before. A leak in the communal hallway, that often caused flooding had not been repaired. It was now causing the flooring to lift. She [REDACTED] had already slipped on it. She had damp and mould that had been treated several times but has kept coming back. She wanted compensation for the numerous belongings damaged by mould. Her occupational therapist had made recommendations for adaptations that were still outstanding. Inspections had identified a problem

with her balcony wall crumbling and the need to replace all her windows, but nothing had progressed.

5. The landlord issued its stage 1 response on 11 March 2024. It said the resident had refused access to an inspection on 16 February 2024, as she had a compensation claim in progress. A new appointment had been agreed to assess any underlying cause of damp and mould on 14 March 2024. At the same time the inspector would revisit the issue of the crumbling wall, damaged fence and water ingress to the block. It apologised this had not progressed from its visit in March 2023. All window replacement had been put on hold due to budget constraints. Her windows would be completed in the next financial year. It understood her bath had been replaced but a [REDACTED] had been overlooked, it planned to install it the same week. It had installed a [REDACTED] but was not aware it had failed, it would send someone out to repair it. Her front door was on the fire upgrade list to be replaced in due course. If a [REDACTED] could be fitted it would do so at this time.
6. On 15 April 2024 the resident advised the landlord's complaints team that none of the work agreed had progressed and asked who she should contact. It said it would speak to the relevant managers who would contact her. On our on 13 August 2024, she asked it to escalate her complaint to stage 2. It emailed her on 15 August 2024 and declined her request as she was out of time.
7. On 12 February 2025 the landlord formally reiterated its rejection of her request to escalate to stage 2 because it was out of time. It commented that there had "been unacceptable delays in completing the works" so made a goodwill gesture offer of £50.
8. The landlord issued a full stage 2 response on 26 February 2025. It said it was satisfied it had acted on the resident's reports of damp and mould. It cited a number of no access attendances and times the resident delayed or re-arranged the appointments.
9. The landlord also said it addressed 3 reports of a leak to the communal area between 11 December 2023 and 9 June 2024. It completed repairs in December 2023 and has agreed to a full roof replacement, starting in June 2025. It said a backlog of roofing works had caused a delay. It said no access could be gained for an appointment [REDACTED] on 9 September 2024. It had no notes from its inspection of the balcony on 14 March 2024 and no jobs were raised. It intended to arrange another inspection.
10. The resident was not satisfied with the landlord's response. She said its goodwill gesture was not reflective of the problems experienced and it had not resolved the repair issues, particularly the damp and mould.

Assessment and findings

Scope of investigation

11. The resident raised concerns that the landlord's inability to resolve the damp and mould was impacting on her and her son's health [REDACTED]. The courts are the most effective place for disputes about personal injury and illness. This is largely because independent medical experts are appointed to give evidence. They have a duty to the court to provide unbiased insights into the diagnosis, prognosis, and cause of any illness or injury. When disputes arise over the cause of an injury, oral testimony can be examined in court. Therefore, the complaint about the impact of the damp and mould on her and her son's health is better dealt with via the court

Damp and mould

12. Landlords must ensure that properties they rent out are fit for human habitation. The main source of this duty is section 9A of the Landlord and Tenant Act 1985. A property can be deemed unfit because of the presence of damp and mould.
13. Despite previous treatments the year before, the landlord logged reports of damp and mould 3 times at the resident's property between February and December 2023. The repair records were not clear on outcomes and actions, but it mentioned a mould treatment on 21 February 2023 and again on 4 December 2023.
14. The landlord raised a further damp inspection just a month later on 20 January 2024, as the resident had reported the mould had returned.
15. In her complaint on 8 February 2024, the resident said the landlord had failed to address the damp and mould in her property. It had cleaned and painted over it several times, but it just kept coming back. She raised her health concerns about the mould, [REDACTED]
[REDACTED]
16. The Government has guidance for housing providers on the health impacts of damp and mould. It states that damp and mould pose a risk to anyone's health and should always be acted on quickly. However, it is particularly important that it is addressed with urgency for the groups more vulnerable to significant health impacts. [REDACTED]
[REDACTED]
17. As this was a re-occurring issue and household members were at [REDACTED] risk of the impacts of damp and mould, we would expect to see the landlord respond

with a level of urgency. It made an appointment for the surveyor to attend on 16 February 2024, which was appropriate.

18. The landlord's complaint response of 11 March 2024 said the resident did not give access on the day. This was because she had a compensation claim outstanding. She disputed this, stating that she had forgotten about the appointment as she had been up all night [REDACTED]. She said the same surveyor had attended the previous year. She told him it was the exact same problem, and she thought he could address it as he had seen it before.
19. The landlord said it had arranged a further appointment for the surveyor and senior trades person to attend on 14 March 2024. This was to determine the underlying cause.
20. This was appropriate action for the landlord to take, as government guidance stresses simply removing surface mould will not prevent the damp and mould from reappearing. It is important to identify and tackle the underlying causes of it, including building deficiencies, inadequate ventilation, and condensation. However, there were no records of the outcomes from the visit or evidence of any follow up work.
21. The resident contacted the landlord on 15 April 2024. She raised concerns that the repair actions agreed in its stage 1 response were not progressing and asked who she should contact. It said it would refer her concerns to the relevant manager who would be in touch with her directly.
22. The landlord did not take any further action until the resident contacted this Service in August 2024. For a reoccurring issue, with a household at [REDACTED] risk of the impacts of damp and mould, its lack of action did not demonstrate the level of urgency guidance requires.
23. On this Service's advice, the resident escalated her complaint. The landlord refused the request. It said she was out of time. It advised her its policy requires that escalation requests are made within 10 days of the stage 1 response. This Service did not consider 10 working days to be a reasonable amount of time in which to escalate her complaint. Particularly in respect of a complaint about repairs, where its routine response time is 20 working days. She raised her concerns about the complaint outcome within a month, in April 2024. It was apparent by this date it had not resolved her repairs within its response times. That it did not respond to her concerns, was a failing.
24. The landlord raised an order on 15 August 2024 for an operative to attend to inspect again and "treat if time allowed". As it had not diagnosed an underlying cause, the treatment could only have been another mould wash. This was not

appropriate. It had taken this action several times without success and its complaint response had committed to determine any underlying cause.

25. Unfortunately, in September 2024 the resident had to cancel 2 appointments to either inspect or treat the damp and mould because of ill health. [REDACTED]
[REDACTED]
[REDACTED] The landlord cannot be held responsible for delays caused by access as this is outside of its control.
26. The repair records indicate neither party revisited the damp and mould until 8 January 2025 when a mould inspection was arranged. This was a shortcoming by the landlord, it was on notice of damp and mould in the property and the vulnerabilities of the household. However, it would have been helpful for the resident to have chased it up during this time.
27. The resident had to re-schedule this appointment twice until 26 February 2025. This again was due to her and her family's ill health, which was unfortunate, but was a delay also outside of the landlord's control.
28. An email on 25 February 2025 details the landlord's inspection of the property. It was not clear what date it completed the inspection. It reported no extractor fan in the kitchen. It highlighted the poor condition of its early second-generation double-glazed windows. Glazed panels had blown, and the trickle vents were seized shut. It is highly likely that the lack of ventilation, and poor functioning double glazing would have contributed to the damp and mould in the property.
29. The resident's need for new windows had previously been identified. The landlord said in March 2024 that it had exhausted its budget for window replacements. It had put them on hold until the new budget in April 2024. It explained there would be a backlog, but her window replacement would be within the new financial year. Better functioning double glazing should contribute to reducing moisture in the property and help ease the damp and mould.
30. The landlord identified the need for new windows again in February 2025. It was coming to the end of the financial year in which the resident's windows were due to be replaced. At this stage she should have had at least a date for fitting, to meet its stage 1 commitment to replace them in this financial year. The re-occurring damp and mould and the household vulnerabilities should have made the resident a priority on its replacement programme. Not progressing with the agreed window replacement for a further year was a failing as it had also not clarified whether any interim repairs were required and completed.

31. The landlord's inspection recommended a mould treatment in 2 bedrooms followed by applying a barrier paint and a coat of 360 anti-mould paint. Without work to improve the ventilation in the property prior to treatment, mould removal would be an ineffective solution as it had been in the past.
32. Following intervention from this Service, the landlord provided a stage 2 response on 12 February 2025. It was our view that the resident had tried to escalate her complaint in April 2024. It should have logged a new complaint for her at that point as its process meant that she was out of time for an escalation. In providing such a delayed response, it focused considerably on matters from the time of our intervention in August 2024. From this date, the resident, known to be vulnerable, experienced particularly poor health. This impacted on her ability to provide access and inevitably caused delays outside of its control.
33. The landlord's response lacked focus on the period just prior to this, which the resident was complaining about. It did not adequately assess that had it followed through with the repair actions agreed in its response of 11 March 2024, matters should not have still been outstanding in September 2024 [REDACTED] Nor did it acknowledge that the matter had only progressed because of her continued complaint and our intervention.
34. The landlord's final response was that it found no service failure in acting on her reports of damp and mould, as it had attempted to attend. The resident's complaint, however, was that it had not addressed the damp and mould appropriately. She complained they attended but continued to wash and paint over it, which was not resolving the issue. She escalated her complaint because it committed to determine the root cause at stage 1 but did not implement the actions agreed.
35. The landlord's response gave little regard to the fact that the inspection on 14 March 2024, the action from its stage 1 response, produced no outcome. Its stage 2 response a year later acknowledged that there were no records available, and it progressed no actions from this inspection. Further inspections were only raised in response to her ongoing complaints. As a result, it did not apologise or offer any redress. It was clear from its inspection in February 2025 that at a minimum there was an issue with ventilation in the property, which would affect damp and mould. Its damp and mould inspections in 2023 and 2024 did not identify this, which questions the quality of its damp inspections.
36. The landlord's original stage 2 response acknowledged that there were "unacceptable delays" in completing works and offered the resident £50 as a goodwill gesture.
37. Remedies should be commensurate to the distress and inconvenience caused to the resident. Since early 2023, the landlord had failed to identify the root

cause of the damp problem, and despite committing to do this in 2024, it continued to offer the same treatment, which was having no effect. The detriment to the resident in not resolving this for this length of time was significant. The household was vulnerable and at a [REDACTED] risk of the health impacts of damp and mould. The offer was not proportionate to the service failing and the inconvenience experienced. It was also below the range the Ombudsman would order for a failing that had a significant and prolonged impact on a resident.

38. The landlord was silent on the resident's request for compensation for the damage caused by the damp and mould to her furniture and belongings. It should have provided her with the details of its insurers to make a claim for her losses.
39. Overall, the landlord's handling of the resident's damp and mould was poor. Its attempt to put matters right consisted of replacing the windows within the year and completing a damp inspection to identify the underlying cause. It could not evidence that it progressed either. Despite the mitigating factor of the cancellations and no access by the resident, an offer of £50 redress was not proportionate. It demonstrated no regard for the household vulnerabilities. It continued to repeat ineffective treatment, causing inconvenience and prolonged detriment to the resident. Its complaint process did not recognise its failings, which meant it did not apologise, put things right or offer appropriate redress. We have therefore made orders for redress regarding its handling of this matter.

Aids and adaptations

40. The landlord's aids and adaptations policy recognise that the timely provision of minor adaptations can often sustain the independence of its residents and postpone the need for substantial major adaptations. It therefore sees the provision of minor adaptations as an important preventative service.
41. The policy explains minor adaptations as those usually costing under £1,500. Major adaptations include extensive structural alterations such as extensions to properties, improvements, or additions to the fabric of the property that will normally cost between £1,500 and £30,000.
42. The landlord has a partnership referral process in place with its local NHS trust. Community occupational therapists (OT) assess the resident's needs and make recommendations to the landlord for equipment and adaptations.
43. On 21 October 2022 the community OT sent a request for 3 adaptations to assist the resident in her home. These were to:

a.
b.
c.

44. There is no indication that the landlord responded to this request. It is not clear whether this was because it ignored the request or was a record keeping failure. [REDACTED]
[REDACTED] Any delay in addressing this does not align with its policy commitment to sustain resident independence.
45. On 23 February 2023, the community OT sent the landlord a further request [REDACTED]
[REDACTED]
[REDACTED] It referenced a site meeting with the landlord.
46. This suggests that the landlord had not actioned the October 2022 request for an adaptation [REDACTED] This does not support its policy commitment to provide timely adaptations. With no records on the issue, it has failed to demonstrate how it responded to the resident's request for this adaptation. As such, we cannot assess that it responded appropriately or adhered to its policy.
47. Clear record keeping is a core function of a repairs service. This is not only so that landlords can provide evidence of events and actions taken when requested for an investigation. It is because this also assists the landlord in its understanding of the condition of a property, monitoring outstanding works and providing accurate information to residents. Records also serve as evidence in any external processes which the resident and landlord may engage in.
48. The resident's complaint in February 2024 stated that the bath was replaced. This confirmed that it actioned this [REDACTED] but again failed to log details appropriately in its records.
49. The resident complained that some adaptations from the OT's original request were still outstanding. [REDACTED]
door. The landlord acknowledged [REDACTED] an oversight. It apologised and arranged an urgent appointment [REDACTED] which was appropriate.
50. The complaint investigation determined that it had fitted a [REDACTED] but this had since failed. Again, there was no evidence of this in its records. It told the resident the OT had not notified it of this, as the resident had thought. The landlord is only required to act on repairs once they are reported or identified.

Any delay in completing a repair that has not been reported cannot be considered a service failure.

51. To resolve the issue, the landlord offered to look at the [REDACTED] to see if it could be repaired. It advised her front door was on the fire upgrade list and would be replaced "in due course". If it could, it would install [REDACTED] then. This was only reasonable if it could address the issue with the [REDACTED]. [REDACTED]

52. The landlord attended to inspect the [REDACTED] on 22 August 2024. This was 5 months after its response. This was not a timely approach to an adaptation or conducive to sustaining a resident's independence.

53. Where a landlord receives notice of a vulnerability, it would be required in line with the Equality Act 2010 to consider whether the resident has a disability as defined by law. Where on notice, it must consider whether its decision making, or actions, could place a person at a particular disadvantage because of their vulnerabilities. The Act also states that landlords have a duty to make reasonable adjustments for residents who are at a substantial disadvantage compared to people who do not have a disability.

54. [REDACTED]

55. The landlord has not adequately demonstrated that it adhered to its policies and processes in dealing with the resident's requests for adaptations. We conclude that there was a significant failing in its handling of this matter.

Structural problems with the balcony and wall

56. On 26 April 2024, the landlord attended to inspect a report from the resident of problems with the balcony and external wall. Its records showed no details of the outcome or any follow-up works.
57. In her complaint of 8 February 2024, the resident said that nothing had progressed from the inspection a year ago. She said at the time the landlord noted structural problems with the balcony wall, the bricks were crumbling, and fencing panels were broken and had come away from the wall.
58. In the landlord's response of 11 March 2024, it apologised that the work had not progressed from the inspection raised in March 2023. It advised a further inspection was arranged for 14 March 2024. Following this, it would raise all the

work and the inspector would ensure that it provided her with a list of dates the work was to be carried out.

59. In her escalation request in August 2024, the resident complained that following the second inspection of the balcony in March 2024, she had heard nothing further.
60. In response, the landlord said that “unfortunately, there were no notes or jobs raised following attendance on 14th March 2024”. It said it would arrange an inspection for this as soon as possible and she would be notified accordingly.
61. The landlord has an obligation to repair and maintain the structure and exterior of the building. Any repairs identified should be completed within a reasonable time. Its repairs policy commits to responding to routine repairs within 20 working days. It had been on notice of the fault since 21 April 2023 and had exceeded its policy response time by almost 2 years. Its action to put matters right was to arrange a third technical inspection.
62. The landlord’s response was not reasonable. To repeat the same failing showed it had taken no learning from the resident’s complaint or made any service improvements to ensure it did not happen again. Its complaint response did not acknowledge its failure to act on the inspection for a second year was a further failing. As a result, it did not apologise to her or consider offering her any redress.
63. The landlord has since provided an undated specification of work with photographs of widespread damage to the balcony. This includes crumbling brick (often a result of water damage) and rotting woodwork, which appeared damp. The external walls show significant efflorescence, which indicates moisture problems in the walls.
64. This evidence suggests there is a significant problem with moisture in the fabric of the building. It did not make clear if this was a contributory factor to the internal damp and mould. As this was recurrent on the outside walls, it was difficult to see how it could not be.
65. The landlord’s handling of the problems with the resident’s external walls and balcony was poor and indicate significant failings. It has failed to meet its obligations under section 11 of the Landlord and Tenant Act. Its inspections and record keeping were inadequate. It failed to act to resolve the problems for an unacceptable amount of time. If there is a correlation between the damaged exterior and the internal damp and mould, the 2-year delay to address it has been of serious detriment to the resident who is vulnerable. We have therefore made orders for redress regarding its handling of this matter.

Leak to the communal entrance

66. The landlord's repairing obligations under the Landlord and Tenant Act 1985 require it to repair and maintain the structure of the property, which includes any shared parts of the building which the home is a part of.
67. The landlord's repair records for the block show that a leak above the communal entrance into the hallway has been a reoccurring issue since early 2022.
68. The resident's complaint of 8 February 2024 said that the communal hallway floods every time it rains. She said she had reported the leaks many times, and sent in photographs and videos, but the landlord had still not resolved the problem. She told it she [REDACTED] had already slipped on the wet floor.
69. In the landlord's response, it apologised that this was one of the issues that had not been resolved following the inspection in March 2023. It confirmed it had booked a job to address the leak on 11 April 2024.
70. The landlord, however, was silent on her report of falling on the wet floor. This should have been a trigger for it to consider any health and safety implications. It should have contacted her about her fall and written up an incident report. It would also have been appropriate to provide her with details of its insurers should she wish to make a personal injury claim.
71. Pictures from the resident show the surface water on the internal floor was quite extensive. They also showed the communal hall was filthy, creating a slimy surface. There was significant peeling debris hanging from the ceiling. With the flooring reportedly lifting, the area presented several hazards, which were a health and safety issue.
72. The resident tried to escalate her complaint in April 2024 when the contractors failed to attend to address the leak on 11 April 2024, as agreed at stage 1. The landlord did not respond to her report of a no-show by the roofers. She contacted the repairs team herself and was told no roofer would be available until June 2024.
73. In its stage 2 response on 12 February 2025, the landlord said it had responded to all reports of the roof leaking since May 2022. It inspected the same day following a report on 11 December 2023. It raised works on 21 December 2023 to remove a small tree causing the problem. It said it had completed the work but did not specify when. It also did not explain why it took 10 days to raise the works following the inspection.
74. The landlord said following a report of a further leak on 20 Jan 2024, it inspected again on 1 February 2024 and completed follow-on works on 11 July 2024. It received another report on 17 January 2025 and agreed to the work to replace the whole roof beginning on 9 June 2025. It omitted to explain why the

roofers did not attend the pre-arranged appointment on 11 April 2024 as set out in its stage 1 response.

75. There were extensive delays of 6 months in the landlord's repair response to the last 2 reports of a leak. This significantly exceeded its target response time of 20 working days for routine repairs.
76. The landlord said the delays were because of a backlog of roofing works, which had been exacerbated by two storms in the last year. It said it had to prioritise works that were urgent, which resulted in the delays in attending.
77. Events will occasionally occur that place unprecedented demand for services. The increased demand for the landlord's roofing service was an event outside of its control and it was appropriate for it to prioritise more urgent works over others. However, when works are delayed, it needs to keep residents informed, provide regular updates and the reasons for the delay. There was no evidence that it did until its stage 2 complaint response, which was not appropriate.
78. The landlord should also have considered the risk involved in a delay to the work and whether it could do anything in the interim to mitigate against it. It should have had an action plan in place to increase the cleaning and regularly check and remove the ceiling debris. It should have removed the internal surface water following any rain and put up warning signs for the hazard of a slippery surface. The evidence suggests it did nothing to mitigate against the risk of an accident in the interim, which was a service failing.
79. Overall, there were considerable failings by landlord as it did not demonstrate that it fully adhered to its repairs policy in its handling of the leaks to the communal hallway. While its struggle to keep up with demand for its roofing service was unavoidable, it did not consider the impact on, or the risk to, its residents. Its failure to keep the resident informed has led to anger and frustration, which, if allowed to continue, has the potential to damage the landlord tenant relationship.

Determination

80. In accordance with paragraph 52 of the Scheme there was maladministration in the landlord's handling of:
 - a. The resident's reports of damp and mould in the property.
 - b. The installation and maintenance of the resident's aids and adaptations.
 - c. The resident's reports of structural problems with the balcony and wall.
 - d. The resident's reports of a leak to the communal entrance.

Orders

81. The landlord must take the following actions within 4 weeks of the date of this report:
- a. Send a written apology to the resident for the failings identified in this investigation.
 - b. Arrange for an independent damp specialist to carry out a full damp survey on the property.
 - c. Review the resident's current accessibility in and out of her property. Following this it must assess any necessary adjustments or further adaptations and whether a further OH assessment is required. It must communicate the outcome to the resident within 4 weeks of this report.
 - d. Provide confirmation that it has completed the roof replacement work that should have started on 9 June 2025.
 - e. Provide a specification and timeframe for carrying out all necessary remedial work, following the leaks in the communal entrance.
 - f. Assist the resident with a claim against its insurers for damage to her belongings from the damp and mould
 - g. Pay the resident £2,200 compensation, which includes the £50 previously offered. Broken down as follows:
 - i. £750 for the distress and inconvenience caused by its failure to appropriately address the damp and mould.
 - ii. £700 for the distress and inconvenience caused by its failure to address the structural damage to the balcony and wall.
 - iii. £450 for the resident's time and trouble caused by the failings identified in the landlord's handling of the communal leak.
 - iv. £300 for the distress and inconvenience caused by the delay in installing and repairing the resident's adaptations.
 - h. Provide documentary evidence of compliance with the above orders.
82. The landlord must review its complaint procedure in respect of timescales for requesting escalation to ensure it is compliant with the Ombudsman's Complaint Handling Code. The landlord must complete this review within 8 weeks of the date of this determination. If its policy has already changed – it must confirm this to us.

Recommendations

83. The Ombudsman recommends that:

- a. The landlord reviews its record keeping processes. In doing so it may want to consider self-assessing against the recommendations made in our spotlight report on knowledge and information management.