

**Housing Ombudsman**  
**Special report on**  
**Hyde Housing**  
**Association**

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# Introduction

The Housing Ombudsman makes the final decision on disputes between residents and member landlords. Our decisions are independent, impartial and fair. We also support effective landlord-tenant dispute resolution by others, including landlords themselves, and promote positive change in the housing sector.

This special report follows an investigation carried out under paragraph 49 of the Housing Ombudsman Scheme, which allows the Ombudsman to conduct further investigation into whether there is a systemic failure. The investigation was announced and began in November 2023.

Factors that may be indicative of a wider service failure may include, but are not limited to the following:

- a policy weakness
- repeated service failure
- service failures across multiple service areas
- service failures across multiple geographical locations
- failure to learn from complaints
- lack of oversight and governance to identify and act on repeated issues

Our further investigation was prompted by analysis of our case data in October 2023<sup>1</sup>, which showed that between 1 April 2023 and 17 October 2023, the landlord's overall maladministration rate was 79.6%, we made 10 severe maladministration findings, and its severe maladministration rate was 10.8%. For cases involving repairs, the maladministration rate was 94%. For leaks, damp and mould, the maladministration rate was 100%. The maladministration rate for complaint handling was 86% overall. We also determined a notable number of cases relating to service charges.

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<sup>1</sup> These figures were correct at the time the analysis was done. However, owing to data quality assurance processes and changes following reviews of our decisions, these figures will have been updated and are not necessarily the same as those published in the Annual Complaints Review.

In one case, where we found severe maladministration, the landlord had unreasonably delayed for 86 weeks when responding to an elderly resident who it knew had health-related vulnerabilities (including breathing difficulties) and had reported a leak and mould in her home. The landlord did not proactively communicate with the resident or create an action plan.

This report provides insight to help the landlord strengthen its complaint handling and address the substantive issues leading to complaints, to help extend fairness to other residents, and prevent complaints in future. We also publish the report to help other landlords identify potential learning to improve their own services. This is part of our wider work to monitor landlord performance and promote learning from complaints.

The landlord engaged extensively with us as part of this investigation and implemented improvements during the special investigation. It responded promptly and constructively to our requests for information and volunteered additional helpful information. Its leadership team attended several meetings with us and facilitated our request to meet with the complaints team. We appreciate the time and cooperation shown.

## **Scope and methodology**

We have considered a sample of cases relating to the landlord which were determined between April 2023 and June 2024, and whether they highlighted any systemic issues that went beyond the circumstances of those individual cases. Case references are included where these cases are referred to, and a list of cases can be found at Annex A.

The cases are referenced in the report as 2 sets. It includes analysing 41 cases determined between April 2023 and October 2023 relating to repairs, service charges, or complaint handling. Given complaints about service charges are typically a smaller subset for landlords, we also considered all service charge cases determined up to 30 June 2024. We refer to these cases as the 'initial set'.

The vast majority of the repairs or complaint handling cases in the initial set went through the landlord's internal complaints process after February 2020, with the most recent completed in January 2023. The events that led to some of these complaints being raised can date back several years prior to the complaints procedure and may remain unresolved during or after the formal complaints procedure. In 3 cases relevant events occurred from 2018, 3 from 2019, 11 from 2020, 14 from 2021, and 5 from 2022.

To help understand whether changes the landlord has made have already led to improvements in its residents' experience, we also reviewed a sample of 10 cases that we determined between April and June 2024. These include cases which were going through the landlord's internal complaints procedure between October 2021 and March 2024. The events we considered ranged from October 2021 to remaining unresolved at the point the case was selected for sampling in July 2024. We refer to these as 'our more recent determinations'. They were selected by reference to the category of the complaint and the date of the events concerned, rather than our findings.

We also considered a sample of complaints brought to the Ombudsman's attention since February 2024 to give an indication of current issues being raised by residents. We have not provided case references for, or drawn any conclusions from, these complaints as they are not yet fully investigated. However, they provide insight into resident's current concerns, and how the landlord is responding. We also reviewed complaint-related information available on the landlord's website.

We made evidence requests to the landlord, which included the following.

**Complaints:**

- complaint policy, procedure, and guidance
- compensation policy, procedure, and guidance
- complaint handling performance information for 2023-24
- job descriptions for some complaints team members
- complaint handling training materials
- feedback from the landlord's residents following closure of their complaint

- report to the Board on lessons learned from complaints

#### **Repairs:**

- policies and procedures relevant to repairs (including those specific to a report of damp and mould)
- performance information relating to responsive repairs
- the internal audit report of the responsive repairs service
- residents' feedback on the damp and mould service
- the residents' inspection team review of the approach to damp and mould
- templates used in repairs inspections
- the self-assessment against our Spotlight report on damp and mould
- minutes of monitoring meetings with contractors

#### **Service charges:**

- policies, procedures, and guidance relating to responding to service charge enquiries
- performance information relating to responses to service charge enquiries
- template communications sent to residents who made a service charge enquiry

#### **Cross-cutting information:**

- Tenant Satisfaction Measures for 2023-24
- vulnerabilities policy, procedure, and guidance
- communicating in accessible formats policy, procedure, and guidance
- data governance framework and policy
- knowledge and information management (KIM) or record-keeping training materials for staff, and details of the quality assurance framework used by managers in relation to record-keeping
- terms of reference for various groups set up within the landlord
- unreasonable behaviour policy, procedure, and guidance

The landlord was also invited to send us any other information it wanted us to consider. The landlord also demonstrated its new Customer Relationship Management (CRM) software for us.

## About Hyde Housing Association

Hyde Housing Association is a registered provider of social housing. It is based in London, and has approximately 45,000 homes, predominantly in London and the South East, but also in Peterborough. The Group Chief Executive Officer was appointed in early 2022.

Since then, the landlord has restructured, creating a new Operations Directorate in December 2022 to foster a more joined-up and resident-focused approach to service delivery. In January 2024, the landlord moved to a 'neighbourhood' operating model, so staff in relevant service areas have responsibility aligned to a specific 'patch'. The number of neighbourhoods increased from 37 to 55 as a result of decreasing the size of each patch, each now having around 750 homes. At the same time, it launched a new Customer Service Centre as a unified first point of contact for residents.

The landlord told us it accelerated its plans for change and that it is now a kinder and more empathetic organisation than 5 years ago. It refers to residents as 'customers'.

The landlord recognises it has more to do to improve residents' experience and outcomes and has stated it is "committed to working with our customers and the Housing Ombudsman, to develop a clear set of actions to deliver better customer outcomes".

## Casework findings

Between April 2023 and June 2024, we issued determinations on 137 cases. These included 23 findings of severe maladministration (10 relating to property condition, and 9 relating to complaint handling). The special investigation looked in further detail at a sample of these cases as described above.



**Determinations**

**137**

*Excl Overall OSJ/Withdrawn*  
incl Overall OSJ/Withdrawn **154**



**Findings**

**353**

*Excl Overall OSJ/Withdrawn Determinations*  
incl Overall OSJ/Withdrawn: **379**



**Maladministration Findings**

**281**



**Maladministration Rate**

**82%**



**Orders Made**

**548**



**Recommendations**

**165**

### Top categories for Hyde Housing Association Limited

Category	# Landlord findings	% Landlord maladministration	% National maladministration
Complaints handling	125	86%	84%
Property condition	138	84%	74%
Anti-social behaviour	20	75%	69%



This table does not include the findings of 'outside jurisdiction' or 'withdrawn'.

<b>Category</b>	<b>Severe maladministration</b>	<b>Maladministration</b>	<b>Service failure</b>	<b>Mediation</b>	<b>Redress</b>	<b>No maladministration</b>	<b>Total</b>
Property condition	10	82	24	1	13	8	<b>138</b>
Complaints handling	9	74	24	0	16	2	<b>125</b>
Anti-social behaviour	2	10	3	0	1	4	<b>20</b>
Estate management	0	9	1	0	3	2	<b>15</b>
Charges	0	5	4	0	1	1	<b>11</b>
Information and data management	1	5	3	0	0	0	<b>9</b>
Moving to a property	0	4	1	0	1	2	<b>8</b>
Health and safety (including building safety)	0	2	0	0	1	4	<b>7</b>
Staff	0	2	0	0	1	2	<b>5</b>
Occupancy rights	1	1	1	0	0	0	<b>3</b>

<b>Category</b>	<b>Severe maladministration</b>	<b>Maladministration</b>	<b>Service failure</b>	<b>Mediation</b>	<b>Redress</b>	<b>No maladministration</b>	<b>Total</b>
Reimbursement and payments	0	1	1	0	0	0	<b>2</b>
Buying or selling a property	0	0	0	0	1	0	<b>1</b>

# Complaint handling

Our Complaint Handling Code became statutory in 2024. Member landlords must comply with all provisions in the Code. In turn, the Ombudsman has a statutory duty to monitor landlords' compliance to make sure that all provisions are met. Full details of our approach to assessing compliance is set out in the [Code Compliance Framework \(PDF\)](#). The landlord provided its annual submission to the Ombudsman in June 2024.

In the special investigation we have identified some significant ways in which the landlord's new complaints policy needs further work to support good complaint handling practice in line with the long-standing principles underpinning the Code. We set these out below. In addition, our duty to monitor team will carry out a detailed analysis against our updated Code and advise the landlord of steps they need to take to align with the requirements of the Code.

Our initial case analysis identified issues with the landlord's complaint handling in practice. We have also explored whether our more recent determinations show an improvement in the way the landlord handles complaints.

## **Barriers to access or progress**

We found that barriers to the complaints process still exist in policy and practice. In some ways, the intention of the Code has been skewed in the landlord's policy away from resident choice to landlord choice and control.

There is evidence suggesting that at least one member of staff responsible for coaching and training customer service colleagues is not doing so in a way that complies with the Code. In a document setting out coaching feedback provided in May 2024, a coach wrote 'don't offer complaints - we can escalate to senior management but only do a complaint if the customer is requesting'.

The Code specifically says in provision 1.3 that whenever a resident expresses dissatisfaction landlords must give them the choice to make a complaint.

The customer service colleague was doing the right thing, yet concerningly received feedback to the contrary.

We have also seen written communication dated April 2024 where the landlord has 'offered' escalation 'when there have been service failures'. As set out in the Code provision 5.11, a resident can request escalation on any complaint finding, not just where there have been service failures, and it can only be declined if specific exclusions apply. Following our intervention the landlord's stage 2 response acknowledged that it should have escalated the resident's complaint when it was requested.

Under provision 3.6, the Code requires landlords to give residents the opportunity to have a representative deal with their complaint on their behalf. The landlord's complaints policy acknowledges that a resident may want to complain via an advocate or third party. It goes on to state 'it is our decision whether to accept the advocate'. Landlords may have a good reason for declining to accept the resident's representative (for example, where there is a safeguarding risk). However, the policy provides no information to residents about the reasons that may cause the landlord to decline their chosen advocate. There is no accompanying commitment to explain its decision to the resident. Instead of presuming that the resident's chosen representative will be accepted unless certain circumstances apply, the policy is written in a way that may be perceived by a resident as an additional barrier to overcome to access the complaints process. This may discourage a resident from complaining or place them at risk of not being able to successfully navigate the procedure, if the landlord refused to accept the resident's choice of representative.

The landlord has amended its complaints policy in June 2024 in an attempt to better describe the difference between a service request and a complaint, as required by provision 1.4 of the Code. An initial service enquiry or request will not be dealt with as a complaint. The policy sets out that a service enquiry can become a complaint if 'we do not deal with the initial request appropriately'. However, some of the examples given suggest that a complaint will only be accepted when there are multiple instances of service failure.

For example, 'it will become a complaint when we have failed to fix the tap despite **numerous** visits', and 'it will become a complaint when we have failed to attend **multiple** appointments, and the problem has not been resolved.' The policy is confusing and indicates staff can exercise discretion over the extent of the landlord's service failure before a complaint will be accepted. The landlord accepting there has been service failure should not be a precondition for a complaint being raised. A purpose of complaint handling is to find out whether there has been service failure. As written, the policy suggests a gate-keeping barrier which should not be there.

The landlord uses an independent research company to survey residents whose complaints have been closed each month. This initiative is positive. Based on a sample size of 25%, the survey information shows that overall satisfaction improved from 28% in October 2023 to 48% in March 2024. However, the survey also indicates a concerning reduction in residents reporting they find it easy to make a complaint. In January 2024, the percentage was 71.4%, in February it had dropped to 65.7%, and there was a further drop to 46.2% in March 2024. The amount of effort a resident felt they had to expend to complain also rose. In January 2024 the score was 77.3%, in February it had dropped to 65.7% and in March it was 56%. The landlord told us this was a small dip in performance based on a relatively small sample size.

There appears to be a noticeable barrier to accessing stage 2 of the complaints process written into policy and procedure and being applied in practice. The landlord carries out a 'compensation review' after stage 1 if the resident's only source of dissatisfaction is with the amount of compensation offered. The Code is clear under provision 6.10 that if the resident is not satisfied that the stage 1 response resolved their complaint (including compensation), it should be escalated to stage 2. It is also clear in provision 5.3 that additional stages are unacceptable. This compensation review could be construed as an additional stage.

The complaints process is also confusing regarding service charge enquiries. An initial service charge enquiry is a service request and therefore is appropriately not treated as a complaint. The current complaint policy says a resident can complain if the landlord has failed to respond to the enquiry within the 'agreed' period of time and they have received no communication.

However, we have been unable to identify within the service charge policies, procedures, and other documentation, the 'agreed' periods for handling requests. We do note the landlord has set up automated communication for residents who have raised service charge enquiries which initially refers to an aim to respond within 30 days. It may then send further messages with an apology and statement that their query has not been forgotten about. While this may reassure residents their enquiry remains in a queue for response, it sets up the potential for a resident who has had numerous 'holding' communications across many months being unable to have a formal complaint about delays being accepted, due to lack of clarity on the 'agreed' timescale and the sending of automated communication.

## **Unreasonable delays**

The Code includes several requirements aimed at resolving complaints within a reasonable timeframe. Provision 6.3 of the Code says that landlords must issue a full response to stage 1 complaints within 10 working days of it having been acknowledged. Provision 6.14 says that landlords must issue a final response to the stage 2 complaint within 20 working days.

Our initial set of cases showed clearly that the landlord was routinely failing to provide timely responses to complaints, with delays of several months in most cases. Meeting the timescales set out within the Code was the exception rather than the rule, with 88% of the cases we reviewed delayed at stage 1, and 71% at stage 2. Two-thirds of the cases were delayed at both stages. This led to the Ombudsman intervening to ask the landlord to accept or progress the complaint in 25 out of 44 cases.

The landlord has made significant improvements relating to timeliness and should be strongly commended for doing so. We have analysed this period of change in some depth as it sets out the resources required to manage volumes and should provide helpful insight for other landlords. From the evidence available to us, it appears that the problems from around 2021 were twofold; under-resourcing of the complaints team and complaint responses being 'held' while relevant (often further delayed) repairs were completed.

In June 2020 the landlord's complaints team had 13 staff. It knew in April 2021 that it was not meeting its obligations under the Code, as it was 5 weeks behind in providing complaint responses and was contacting the Ombudsman to identify overlooked complaints brought to us by residents. Two months later, the landlord was telling residents it might be between 6 and 8 weeks before it got back to them.

The landlord recruited 2 administrators to manage enquiries in June 2021, and a complaints quality and improvement officer in January 2022.

In April and May 2021, the landlord's performance figures show that only about 15% of complaints were responded to within the stage 1 timescale of 10 working days and the figures worsened from there to between 1% and 6% between autumn 2021 to spring 2022.

In July 2022, 7 staff were seconded to the complaints team, and 2 more complaints officers were recruited, bringing the team to 23 staff. The Group Chief Executive Officer began twice-weekly meetings with the complaints team focused on quickly clearing the backlog. We see the effect of these actions reflected in performance information, because in July 2022 around 48% of stage 1 complaints were getting a response within the timescale

The number of complaints the landlord recorded was relatively static at between around 250 and 300 per month between April 2022 and February 2023, but then increased steadily, and in January 2024 there were around 650 complaints logged. Further staff changes were made. A commitment officer was recruited to the complaints team to ensure actions were completed after formal responses, and in January 2024 the landlord recruited 3 more complaints officers to make a team of 26 staff. Another administrator was recruited in March 2024 to handle the Ombudsman's requests for investigation evidence.

The landlord's experience shows that 2 additional administrators in 2021 clearly were not enough resource to address the issues, and it was only during 2022 that active management and adequate resourcing occurred for the complaint numbers at that time. In 6 of the cases escalated to the Ombudsman, it appears complaints were delayed because they were 'held' pending the completion of relevant repairs.

Our 2022 Code made it clear that a response to the complaint must be sent to the resident when the answer to the complaint is known, not when the outstanding actions are completed, but we saw examples where this 'holding' practice continued beyond April 2022. In August 2023, the landlord told us that the complaints team had delayed complaint responses because they lacked confidence the repairs would happen otherwise. It has advised that this practice has now ended.

In October 2022, the landlord introduced an 'escalation matrix'. This sets out an initial triage process and clarity on who is responsible for actions. It also gives complaint handlers a clear path to escalate up the management line to Director level, if they are not receiving a response from other teams within defined timescales, together with instructions on documenting this. There are also daily morning calls to discuss complaint investigations. In accordance with the requirements of the Code, the landlord has also introduced complaint-handling performance objectives. These are positive steps to support the complaints team in getting timely responses from colleagues it relies on to respond to the resident.

Poor systems and knowledge and information management appear to have contributed to some of the delays. The landlord has explained that between January 2022 and April 2023, complaints made using the webform were not reliably feeding through to the previous case management system. A complaints administrator needed to manually review and create a new case on the system. It realised there was an issue when residents were saying they had raised a complaint online, but the complaint case management system contained no record of it. A reconciliation exercise identified the 'missing' complaints and added a new complaint case for each one.

The landlord has introduced a new Case Management System (CMS), and the complaints team were the first to begin using it, in January 2023. Complaints made online through the MyAccount (the landlord's online interface for residents) feed automatically through to create a new case on its CMS, with no manual staff input required. Residents can track their complaint online and it also allows better monitoring and analysis of complaint cases for timeliness, which will make it clear when a case is at risk of delay.



These actions mean the landlord has now dramatically improved its complaint response times. This is impressive. In September 2023, over 90% of stage 1 complaints were responded to within the Code timescale. This decreased in January 2024 to around 80.5% with the average number of days to respond being 12.7. The corresponding stage 2 figures are 91.4% in January 2024, with an average response time of 16.3 days. For the year 2023-24, the landlord has reported that it responded to 82.1% of stage 1 complaints within our Code timescales for tenants, and 72.9% for shared owners. It responded to 86.6% of stage 2 complaints within our Code timescale for tenants, and 77% for shared owners.

We have also seen evidence that the landlord has recognised that unexpected staff absence should not mean a dip in the quality of service provided to residents who have complained. Continued reassessment of the adequacy of the complaint handling resource (including to cover unexpected staff absence) will be required to make sure the gains that have been made are sustained and built upon.

#### **Case study – 202109988**

Miss B lives with her 2 children in a second-floor flat. In December 2020, she reported water ingress, and around 4 weeks later the landlord's inspection found her front room was damaged. Miss B then chased several times for an update about the required works, without success. In March 2021 the landlord raised a work order, but did not act on it. A duplicate order was raised in April 2021.

A more detailed inspection on 23 April 2021 found extensive damage to the building's roof and guttering, and damp throughout the whole property. The landlord approved the proposed works a few days later, but the target completion date was March 2022 (15 months after Miss B's original report). The inspection caused further damage, and the roof was leaking. In May, the landlord's contractor told it Miss B was chasing because the landlord had not responded, and a few days later the landlord chased its contractor for a start date.

Miss B complained about the worsening damage. The landlord apologised for the delayed roof repair, said another inspection after the roof repair would look at the extent of the internal damage, and the property needed to dry before doing internal

repairs. It gave no timescales but said contract managers would review her complaint for learning purposes.

In late July 2021, water was leaking through Miss B's electrical features and her carpets were soaked. The roofers had not fully covered the roof, despite Miss B bringing this to their attention. Her electricity was turned off for several days, and the lounge ceiling began to cave in. She was awake all night managing the buckets that were catching water. She complained to the landlord again, as she felt unsafe in her home and was unhappy with the compensation, the lack of communication, and the inconvenience. Roofers had not arrived when they should have, and then arrived but told her they were called to another job. She said the landlord had not followed up a possible decant, and she asked who was responsible for internal damage.

The roof work was completed in August 2021, but several more months passed before the internal damage was repaired. In September Miss B accepted £1,000 compensation, but the landlord had told her to claim on her contents insurance for damaged items. Its staff documented that they needed to monitor progress closely, but Miss B told us in December 2021 that the internal works had not been done. The landlord did not respond to our requests to provide details of the internal works.

We found maladministration in the landlord's handling of the repairs works. The welfare of Miss B and her children was not properly considered. The repairs records were sparse. The landlord recognised its lack of communication was causing Miss B distress and inconvenience but then repeated the same failings. We also found maladministration in complaint handling, because the landlord continued to make mistakes, and there was no evidence of the promised learning review. We ordered the landlord to pay Miss B an additional £700, reimburse her for the cost of her damaged personal items, review the case for learning, and train its staff on its complaints and compensation policy.

## Poor communication

Our review of complaints escalated to the Ombudsman shows:

- residents had to seek our help to get a response
- residents were not updated or given a specific explanation when the complaint response was delayed
- decisions (such as refusing to escalate a complaint, or the basis for a compensation offer) were unexplained
- the complaint response provided no details or reassurance to the resident
- the tone of responses was inappropriate, sometimes blaming the resident in a way that minimised or distracted from the landlord's responsibility for delay or presented demonstrably incorrect information

A significant issue has been the landlord's tone of communication. For example, in case **202116421** we found maladministration in the content and tone of the landlord's communication with the resident. While it had explained the resident's responsibilities and obligations, its communications were difficult to understand, and some of the tone was dismissive and combative. In case **202118114** we ordered the landlord to apologise for referring to the resident using a mobility scooter as a 'lifestyle choice'.

In November 2023, the landlord trained its complaints team on communications. The training, titled 'I am Hyde – our Tone of Voice', covers the importance of the way things are said, the benefits if this is done well, and costs if it is not. It asks staff to put the person before process and policy, take ownership through using active rather than passive voice, and to avoid jargon or 'corporate speak'. It has a clear focus on empathy and seeing things from the resident's perspective. It asks the team to consider the following before writing a communication:

- the audience receiving the communication
- reasons for the communication
- actions they need to take
- deadlines for any action
- how to carry out the action

- where you want them to carry out the action

There are worked examples, and exercises. It summarises by saying 'It's about being more human in our communications'.

This training on tone of voice is a significant and positive step, showing recognition of the issues identified in our investigations and an intention to improve. It is well-constructed, engaging, and clear about what 'good' looks like.

It would be too soon to draw conclusions on whether this training has embedded, but a resident contacted us in April 2024 asking if we could assist because the landlord was not responding to her complaint. Her subsequent correspondence to the landlord was handled by a complaints administrator who referred her back to a previous letter, before signposting her to us. While we have not yet fully investigated, we can see that the landlord's communication lacks details and is dismissive.

In addition to the tone being appropriate, communication must be evidence-based and specific. Providing the resident with accurate information about facts and reasons for decisions will promote transparency and trust and should reduce the need for the resident to follow up seeking clarity over incorrect or vague information. In one case, the landlord blamed the resident for denying access to the property to carry out repairs during a period where there was no evidence during the investigation that the resident had denied access.

Template letters need to be tailored to the circumstances of the individual case, and care taken to avoid errors which can cause a perception that the complaint is unimportant. In case [202228916](#), a stage 2 response letter contained information unrelated to the resident's complaint, prompting her to query with the landlord whether it had cut and pasted from a letter to another resident.

An appropriate apology for failings can be a crucial part of resolving a complaint and rebuilding trust a resident. Our [apologies guidance](#) sets out how apologies should be given:

- be personal, and written for the specific occasion
- include an expression of empathy sensitive to the context of the complaint

- acknowledge the impact on the resident, take responsibility for what has gone wrong, and express regret
- show a clear understanding of what went wrong, without shifting the blame or using dismissive, passive or ambiguous language
- include evidence of what has been learned from the complaint and what is being done to prevent the problem from happening again
- explain the remedy being offered to the resident

In our initial set of cases, where we had ordered the landlord to apologise to the resident, the letters were minimally personalised templates. While the tone is appropriate and there is an expression of empathy, there was only a vague reference to the topic of the complaint and what caused our finding of maladministration. The letter said a learning review would be carried out but not when, or whether the resident would be told the outcome of this review and any actions later. This was even the case where the letter was signed off by the Group Chief Executive Officer.

In case **202119268** (determined in February 2024) we ordered the Group Chief Executive Officer to apologise in line with our [remedies guidance](#), after delays in repairs to external walls and the roof meant the resident lived with leaks and damp for years. The apology was delegated to the Director of Property Services, but the subsequent letter wrongly referred to boiler repairs when this was not the resident's complaint. The resident also told us they were concerned the apology had not come from the Chief Executive. The landlord told us it was 'not comfortable accepting determination orders that require a member of the executive team to do something, as it is against our organisational values and feels very controlling.' Given the errors in the original apology, and the opportunity for the apology to rebuild the landlord-resident relationship, we asked the landlord to reissue the apology, strongly suggesting that it should be made by the Chief Executive. The landlord sent an amended apology from the Director of Property Services.

In another case (determined in April 2024), an apology we had ordered to be sent by a senior member of staff did not set out any learning, or next steps to reassure the resident that action would now be taken to replace the door which was the subject of the complaint. The resident contacted us again, and after our intervention, the landlord sent follow-up communication confirming it would replace the door.

Seen side by side, letters of apology that we have ordered involved insufficient attempts by the landlord to personalise them to the resident's complaint or the detriment they experienced. They give the impression that when we order an apology, the landlord is ticking a box in its process rather than focussing on how the apology will be received by the resident and ensuring its impact is supported by evident sincerity and learning from the complaint. The landlord should take a close interest in ensuring that apologies we have ordered are written with care and attention.

This has been echoed through the landlord's own customer panels. In October 2023, the landlord set up a Customer Scrutiny Panel, where residents review our determinations and offer feedback on these, together with feedback from their own experiences. At the January 2024 meeting, 3 residents reviewed 2 of our determinations. The landlord's 'feedback summary' of the meeting included a note that 'the corporate tone of the apology letter we send from [the Group Chief Executive Officer] and the need to make this feel more empathetic and personal (incidentally, there was a disconnect between two panel members of what this should look like and what is realistic)'.

This appears to have had some impact. Following one of our more recent determinations, the Group Chief Executive Officer wrote a letter apologising to the resident in June 2024. The letter is apologetic, reads as sincere, refers more specifically to the problems our determination identified, and sets out next steps. These are welcome steps although the landlord could go further by referring to specific learning from the complaint.

## Financial compensation

In 38 out of the 44 cases (86%) in the initial set of determinations, we made an order for more financial compensation to be paid to the resident than the landlord had offered during its internal complaint process. The landlord had frequently not been offering adequate financial compensation to its residents.

Part of the reason for this was insufficient appreciation by the landlord of the impact of poor service provision on the individual resident, and a failure to reflect this in the guidance to staff, particularly where service failings were exacerbated by a vulnerability. There was previously no guidance to staff on considering vulnerability when calculating a compensation offer. The maximum amounts within the policy were low at, for example, £500 for major impact resulting from delays, and a maximum of £50 for a resident who spent significant time and trouble to get resolution of their problem. In some cases, no breakdown was provided of what the compensation was for and so it was difficult to assess component parts, especially where the complaint involved multiple failures of service.

In April 2024, the landlord improved its compensation and reimbursement procedure. Staff must now set out clearly and transparently how the compensation has been calculated. The procedure also specifically refers to vulnerabilities when considering the impact of failings. The procedure includes specific pointers to the kinds of impact that may be relevant. The maximum available amounts for various categories have been increased (in some cases substantially). It has also recently updated its compensation policy to account for compensation being payable for damage to personal belongings. These are positive steps which should assist complaint handlers in making appropriate offers of compensation.

Landlords should always seek to fully resolve a complaint at the earliest opportunity. Sometimes, for example if new evidence of the impact comes to light, an increased offer of compensation after the complaint has been closed may be the right thing to do. However, we would expect to see clear and fair criteria for such increases, set out in a procedure document, and for the procedure to be applied consistently in all cases where the criteria are met.

The landlord has had a tendency towards increasing its offers of compensation, sometimes significantly, months or even years after having issued its stage 2 response letter. We refer to this as 'post-ICP<sup>2</sup> compensation review' to distinguish it from the compensation review which may follow stage 1. Within the 44 cases we initially reviewed, there were 7 post-ICP compensation reviews. We have also seen more recent examples of offers made in 2024.

In case [202121168](#), the landlord offered the resident £350 in the stage 2 response in January 2022, but 15 months later increased this to £800. In case **202124062** the amount increased from £225 in February 2022 to £1,750 in August 2023, 18 months later. The letters concerning the post-ICP compensation offers give no explanation for the recalculation. It is not always the case that significant periods of time elapsed between the stage 2 response and the revised offer. In case **202118952**, the compensation offer was doubled less than a week after the stage 2 response was issued, again without full explanation of the recalculation.

We reviewed the complaints report to the Board for November 2023 which stated that the landlord was reviewing cases pending investigation with the Ombudsman, by looking at the decision letter, the compensation offer and ensuring that all commitments made during ICP were fulfilled. It goes on to state: 'at the point we receive a 'request for evidence' from the Housing Ombudsman we are now checking back...If we feel compensation was lower than current offers made by Housing Ombudsman, we will undertake a compensation review.'

While it is important that landlords make sure actions they have committed to carry out are completed even if cases are escalating to the Ombudsman, we were concerned at the possibility that compensation reviews were only being conducted for complaints where the resident has approached the Ombudsman.

To explore this further, in March 2024 we asked the landlord for the rationale and trigger criteria for it to review compensation after it has issued its stage 2 response.

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<sup>2</sup> Internal Complaints Process



It told us that it reviews compensation if there has been further delay resolving a resident's concerns after the stage 2 response. There are no set criteria, it is a case-by-case decision depending on the resident's needs and the impact on them. It added that if the landlord receives a request for evidence from us, it will always check if it needs to offer higher compensation if there has been a delay in service. It has not been tracking these but plans to start reporting on them in 2024-25.

We asked the landlord for 3 examples of cases where it had made a post-ICP compensation offer to a resident who had not approached us, within the date range of 1 June 2022 to 31 December 2023. The landlord was able to provide examples of offering a post-ICP compensation increase where the resident had not been in contact with us. It sent us 3 examples, one from October 2023 and 2 from January 2024. One of the January 2024 examples had, in fact, contacted the Ombudsman, but the other 2 had not been in touch.

We also looked at more recent determinations and found 4 cases where it was evident that the problem impacting the resident had not been resolved following the stage 2 letter – meeting the landlord's criteria – but they did not receive a compensation review.

In June 2024 the landlord updated its compensation and reimbursement procedure to include a section formalising the compensation review process, including after stage 2 was complete. It says the landlord will review compensation after stage 2 if the resident says they remain unhappy or if there are further service failures or impacts after the stage 2 response.

Although it is welcome the landlord has acknowledged that appropriate compensation has not been offered in the past, post-ICP compensation reviews should be by exception as the issues ought to be properly investigated, and therefore adequately compensated during the landlord's complaints process. It must also be clear that more than 2 stages to a complaint response is not in line with the Code (in some cases a new complaint may be appropriate, rather than additional stages of 'review'), and it must clearly communicate to the resident when the internal complaints process is complete and signpost to the Ombudsman.

With repeated opportunities for review, it may become unclear where the internal complaints process ends.

By creating the possibility of compensation being reviewed as an additional step after both stage 1 and 2, the process is prolonged for the resident. It also risks giving the impression of a negotiating, or haggling, approach to complaint resolution, which is not a feature of a positive complaints culture.

The Ombudsman has seen a rise from 4% in the initial set of cases of findings being 'reasonable redress' (where there is service failure, but the landlord has found a suitable remedy in its complaints procedure) to 14% in our more recent determinations. This is encouraging. Yet the focus must remain on ensuring that the remedy offered is reasonable at the earliest opportunity.

## **Commitments not followed through**

The Code says in provision 7.3 that any remedy proposed must be followed through to completion. Of the 44 cases in our initial set, 12 included the landlord telling the resident it would take particular action as part of resolving the complaint, but not then doing so.

In case **202027408**, a resident who complained about the cost of running his heat pump had no response from the landlord until he said he would approach us. At that point, the landlord promised him a single point of contact who would call him to arrange a visit for an energy survey. Three months later, the resident complained that the point of contact initially did not respond to his calls and then denied knowledge of the issues.

In case **202114466**, the resident's boiler needed replacing as it was inefficient and costing a lot to run. In its stage 2 response, the landlord confirmed it would replace the boiler. It then informed the resident there would be a 2 to 3 week delay. Five weeks after that timeframe ended, the boiler had still not been replaced and the resident contacted a solicitor. The landlord eventually replaced the boiler 3 months after having agreed the action as part of a complaint resolution.

The landlord has already noted the failure to follow through on promises it was making to residents. In November 2023 it recruited a new complaints commitment officer.

The main purpose of the role is to work with other stakeholders to ensure the commitments made are carried out within the agreed timescale, and to update customers regularly and consistently until the commitment is met. The role also involves monitoring issues requiring longer term solutions, escalating matters to ensure action is prompt and appropriate, and identifying and highlighting key 'messages' emerging from complaints.

While it is too soon to see the impact of the commitment officer role, it is a welcome initiative and should improve the situation so that remedies promised then happen, without residents having to spend extra time and trouble pursuing it.

## **Learning from complaints**

Learning from complaints to improve services and prevent other residents experiencing similar failures is a vital component of a positive complaint handling culture.

Our initial set of cases included clear evidence of failure to learn from complaints, sometimes even within the same case. In case **202109988** water was coming into the resident's living room because of roof problems. In its stage 1 response to the resident's complaint about repair delays, the landlord said its contract managers would review the complaint for learning. It acknowledged it had not given her a timescale or updated her about the works schedule, but then repeated these failings.

More broadly, the number of similar failings we have seen repeated across our casework covering a wide timeframe indicates that the landlord has not been effectively learning from complaints and taking action to prevent recurrence. Instead, the landlord's focus has been on the complaints experience and ensuring tasks are completed. While these are necessary and welcome learning improvements, the landlord needs a more structured approach, analysing the root causes giving rise to complaints.

There are now some steps in the right direction in terms of improved processes to embed a culture of learning from complaints.

Complaint response times have improved, policies and procedures have been introduced or updated (albeit a number of issues remain), and there has been investment in knowledge systems together with training for staff which addresses many of the thematic areas covered in this report. The landlord has recently created the role of complaints quality and improvement officer, part of which relates to learning from complaints.

Where we find maladministration, the landlord now holds a 'determination review meeting' which is attended by Heads of Service and the Quality and Improvement Officer. The relevant Head of Service is responsible for implementing any learning action identified. The landlord has stated that our determinations are reviewed by the Head of Customer Experience, and shared with the Chief Operating Officer, and the directors of relevant service areas.

We looked at 2 examples of documentation from the determination review meetings. The first case related to damp and mould. Our determination found that there was a 2-day delay attending an emergency repair. Within the document, the specific learning actions to implement are linked with a named responsible person and a date for implementation, demonstrating clear accountability. However, the learning analysis suggested that the landlord's new focus on attending to repair where possible, rather than attending to assess, would have resolved the causes of the maladministration. This overlooks the problem that the attendance had been delayed in the first place. The actions based on the learning do not include a focus on the underlying problem of poor records management which contributed to the determination.

In the second case, we had made a specific maladministration finding about poor record-keeping, and we saw this issue highlighted in the learning review together with specific consideration of the resident's vulnerabilities and how the landlord had failed to take them into account and act on them.

However, our report also highlighted the poor tone of some of its communication with the resident, including a blaming approach.

The learning analysis did not acknowledge this or propose action, although we note training addressing tone was subsequently delivered.

Taken together, this suggests positive steps towards learning from complaints and a more structured process to action the learning, but a risk that the analysis is not always comprehensive and the actions more limited than necessary to prevent similar failings in future. It is also important that the landlord remains open-minded and focuses on root causes when learning from complaints.

In June 2023 training was delivered entitled 'Housing Ombudsman Service safer homes training.' While we were not involved in delivering this training in June 2023, the content is clear in communicating the importance of the right culture to resolve disputes fairly and effectively. It emphasises the need to investigate based on evidence and the outcome needed, and to update the resident even where there is no new substantive information. The sections on record-keeping and timescales are highlighted in red for emphasis. The training also highlights our work. We also reviewed training materials designed and delivered by the complaints quality and improvement officer. These clearly promote a positive and learning complaints culture which is not limited only to lessons from our determinations.

Through the Customer Scrutiny Panel, the landlord is also now seeking learning feedback from its residents directly.

In cases where we have found severe maladministration, the Group Chief Executive Officer personally reviews our determination (which is something we ask all landlords to do) and sometimes writes to the resident. Following a severe maladministration finding in March 2024, the Group Chief Executive Officer wrote directly to the resident. The letter assures the resident that the landlord will '...look closely at what went wrong. This will help us improve how we work and make sure our teams deal with customers' issues better. We don't want anyone having to go through the same experience you had...I'll be writing to [the Secretary of State] to ...explain how we're addressing the issues raised and the changes we're making to improve services for our customers.'

While it is non-specific about the learning that the landlord will undertake, it sets the right tone. The landlord will need to ensure that this leadership intention is followed through in practice by careful reading of our determinations to draw out all the learning points, and action to ensure they are used to improve residents' experience.

## Repairs

Some repairs are straightforward and quick to fix. Others are more challenging - it can be difficult to identify and fix the underlying cause and there may be more than one problem. Sometimes, a complex plan requiring multiple visits and specific materials are required. The impact on residents can be significant and where a landlord is responsible for a repair, it should resolve the problem within a reasonable time and without unnecessary delay. It should also take steps to minimise the impact on the resident.

Our initial set of cases included 28 where the resident had complained to us about repairs issues. The majority of these cases went through the landlord's internal complaints process between October 2020<sup>3</sup> and January 2023. In some of the cases, the events that led to the later complaint were in early 2018. In other cases, relevant events continued into summer 2023. This is a broad time range and includes the Covid-19 pandemic, which presented a challenge to all landlords. Our casework team considered these factors in light of all the circumstances surrounding an individual complaint, before reaching findings.

### **Unreasonable delay**

In 24 of the 28 repairs cases, we found the landlord had unreasonably delayed. The main reasons were poor knowledge exchange with repairs contractors, missed or otherwise ineffective appointments, and failing to effectively manage or oversee contractors' work on individual repair jobs.

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<sup>3</sup> There is only one case where the internal complaint process started before October 2020, in May 2019.

## **Contractors**

When a landlord's obligations are carried out by a third party, which may subcontract actions to yet another organisation, good administration and oversight is both more complicated and more important. Landlords should proactively monitor jobs and intervene when it becomes clear a resident's issue is not being resolved.

In case **202109988**, significant roof issues meant the resident was collecting water in buckets, her carpet was soaked, and the ceiling was bowing. Even though the relevant contractor was not available to complete the works for months, the landlord did not consider using a different contractor. It did not inform the resident in advance of scaffolding being erected, because it did not know of the contractor's plans.

In case **202014780**, involving a boiler repair, we found no evidence within the landlord's repairs logs of the visits its contractor made to the resident's home. In **202102289**, the resident reported a broken intercom. The landlord's contractor did not attend booked appointments and there were no available repair logs.

There were a number of cases where mishandling between the landlord and contractor were apparent. In one case, the landlord only found out that an urgent damp survey had not happened when the contractor told them 6 months later that the resident had not replied to 2 letters asking him to contact them to arrange an urgent damp survey. We found severe maladministration because the landlord's failure to have effective oversight of its contractors' progress contributed to significant repairs being delayed for a vulnerable resident.

### **Case study - 202118952**

Mrs Y is elderly and suffers from breathing difficulties, a heart condition, and mobility issues. In 2020 her granddaughter, who is also her carer, helped her complain to the landlord about a leak causing mould, wet walls and flooring, and malfunctioning electrics. The landlord said it couldn't respond at that time and asked her to call again in 2 days, which she did. She sent photos of peeling wallpaper, mouldy walls, and damaged furniture. She could hear water dripping in the property, so was afraid to use the heating. This was an emergency, and the landlord should have attended within 4 hours. After 3 days, it sent a surveyor and an electrician.

The surveyor noted the wet ceiling and carpet, and mould. They ordered the wallpaper to be stripped, and told Mrs Y they would return the following week to assess what work was needed. The landlord provided a dehumidifier the next day. However, the surveyor did not come back, and the wallpaper was not stripped. No plan was explained to Mrs Y, leaving her worried and stressed.

A few days later, she sent more photos showing large cracks in the walls. A surveyor inspected but there is no evidence of their assessment, no repairs were arranged, and again the landlord did not communicate any repair plan to Mrs Y.

In 2021, repairs still had not happened and though a further inspection was arranged, nobody came. Mrs Y contacted the local authority's environmental health team. In March, 4 months after becoming aware of the problem, the landlord did a mould wash and stain block. During a follow-up inspection, it promised to replaster the living room walls. Five months later, with no updates, Mrs Y contacted us. By this time, she had not used her living room for over a year, severely affecting her health and wellbeing. Her doctor confirmed she had to eat meals in bed, causing neck and back pain. The landlord eventually completed all the necessary work after 20 months.

After Mrs Y complained, the landlord acknowledged its inadequate response but did not offer compensation for her damaged belongings despite its policy allowing discretionary payments for residents who sustain financial loss due to its failings. It advised her to claim through her insurance.

We found severe maladministration in the landlord's handling of Mrs Y's damp and mould. We also found service failure in the landlord's response to Mrs Y's complaint, with unreasonably delayed responses requiring our intervention, and a failure to offer her satisfactory redress for her experience.

We ordered the landlord to apologise and help Mrs Y claim against its insurance for her damaged belongings. The landlord's offer of £900 compensation did not provide Mrs Y with adequate redress, and we ordered a total of £3,350 financial compensation for the landlord's failings.



The landlord's contracts are managed by the relevant service unit, with a designated 'contract lead'. Central oversight is provided by the procurement team. Since 2019, the landlord has had a contract management framework to assist contract managers to take a 'level' approach to managing contracts. There are a range of supporting documents for managers to use to address any problems with overall performance against the terms of the contract, including a scorecard for contractors' performance against Key Performance Indicators (KPIs).

The landlord has historically used 2 main contractors to deliver its repairs service. In October 2022, one contract ended and its work for about 12,000 London homes was brought in-house to be delivered by the landlord directly. In October 2023, the second contract ended and the work covering about 6,500 homes in London and Kent was brought in-house. About 95% of repairs are now carried out by its own employees. It still uses contractors where necessary, which might be for specialist work such as damp and mould or to handle fluctuating repairs work demand.

Ending the 2 main responsive repairs contracts will reduce the potential number of issues related to working with a third party to deliver service. The landlord's internal audit found in November 2023 that issues with its remaining key repairs contractor were being raised and managed in monthly contract performance reviews. We reviewed 2 sets of meeting minutes from January and February 2024. These demonstrated that the landlord is pushing its contractor for improvements in performance, but in both notes there are indications of confusion about the process for exchanging information where a complaint has been made.

Regardless of the structural frameworks for monitoring and managing overall contractual relationships, the front-line management of the resident's individual repair job most impacts their experience. We have seen too many cases where, at the individual case management level, repair jobs have been prolonged and communication has been severely lacking as a result of issues with the performance, including information transfer, of a contractor.

The landlord told us it now has weekly meetings with subcontractors, to address any required improvements quickly. It has implemented a new software system to manage its repairs and maintenance work.

Repairs staff can access this system while out of the office, to document information about the job they are attending and to book appointments. Its staff are already less reliant on waiting for a contractor to send information to a separate system.

However, at the moment some staff, including surveyors and subcontractors, are not able to use the new system. This has meant the information about their activities and their assessments is not immediately available centrally and there is a time delay until it is added, and/or staff need to use different systems to find relevant information. The landlord plans to resolve this by widening access to the system by March 2025, which should further address the information transfer problems we saw in our casework.

Our more recent determinations do not cover events that have occurred since these changes, so we are unable to see whether the actions the landlord has taken relating to contractors are improving the timeliness of repairs resolutions overall. Recent contact from residents suggests there is still work to be done - a resident told us in follow-up correspondence on a May 2024 determination, that 2 years after she reported loud banging from pipework the issue has still not been resolved.

### **Wasted appointments**

We identified wasted (missed or otherwise futile) appointments as a factor in 14 of the 28 cases. These are a key cause of delays and inconvenience, wasting time for the resident and resource for the landlord.

In some cases where an appointment does not achieve its objective, the landlord could have done little to prevent it. A resident may refuse access, or not be available despite having agreed to an appointment. There may be times where a problem that arose with the repair could not reasonably have been foreseen. However, in the cases that we looked at for this investigation we saw few examples of these explanations, and too many examples where the wasted appointment was foreseeable and preventable:

- operatives not attending within the booked timeslot
- operatives attending without prior notice

- operatives arriving without the correct equipment or materials to enable them to do the job
- operatives arriving when a booked appointment had been cancelled or previously completed
- operatives not being clear about the job they were attending to do
- poor quality workmanship
- the resident is not available during the booked timeslot

The landlord told us that booked appointments are always communicated to the resident. Residents are sent text messages when the appointment is confirmed, when the operatives are on their way, and when the work is completed. Appointment reminders are sent the day before, and the same day.

The landlord sent us a copy of the template letter sent to residents where it has been unable to get access to the property. The template is sparse, with nowhere to include information about when the original appointment had been scheduled, no description of any method the landlord had used to confirm the resident's availability (instead of assuming the time was convenient), what the visit was for, why it was important and why they were not able to gain access. One letter we saw was dated 20 February 2024 and informed the resident of a further appointment made for 29 February, with the onus on the resident to call to rearrange if this was inconvenient. It is easy to see how this could result in a further wasted appointment.

Our more recent determinations suggest that there are still issues with wasted appointments. We saw that as recently as September 2023, with operatives not arriving to booked appointments and a resident's report of non-attendance had been marked in the landlord's records as the work having been carried out. As recently as April 2024, a resident reported operatives missing booked appointments. Operatives not arriving to booked appointments has been mentioned by residents contacting us this year while the landlord is handling their complaint.

Residents have a range of ways of booking, cancelling, or changing appointments including telephone, in person, in writing, and by using MyAccount. Residents' ability to book, reschedule, or cancel an appointment using MyAccount (except those residents living in Peterborough) should improve the overall situation but is not the

whole answer. Some residents will not be able or willing to use MyAccount. As we have seen from our casework, there are many reasons why appointments are wasted which are not related to the use of MyAccount.

### **Case study – 202100383**

Mrs B has a mental health condition, and she lives with her son who has asthma and suffers recurrent chest infections. In October 2020, she reported severe damp and black mould in her home. Two months later, frustrated by the landlord's inaction, she approached the local council, who also contacted her landlord. The landlord's specialist visited and concluded the damp and mould were caused by condensation, so a new ventilation system was installed. This did not solve the problem and Mrs B complained. A second survey suspected a hidden leak. The landlord found and repaired the leak in March 2021 but did not tell Mrs B she would be without heating or hot water for 2 days. The council intervened again, gave Mrs B a heater, and asked the landlord to consider moving her until the damp was resolved. Mrs B told the landlord that hot pipes were exposed.

In April 2021, an independent surveyor and a local councillor visited Mrs B. They found black mould, exposed pipes, the floor lifting due to moisture, and ventilation not installed in the living room as recommended. Meanwhile, the council chased the landlord for a response. It told Mrs B it would respond to her complaint and booked a surveyor. Mrs B was unwell so the landlord could not access her flat for about 2 weeks. Mrs B then asked the landlord to escalate her complaint and compensate her for the cost of running the dehumidifier. Only at this point, months after her complaint, did the landlord do a mould wash. It offered her £50 but refused to escalate her complaint, saying she 'delayed' works by not allowing access. Another inspection confirmed the leak was fixed but the property needed time to dry out. The landlord also did an asbestos survey that did not identify anything, but a later survey confirmed asbestos. The landlord offered to move Mrs B out, but she refused, requesting a permanent move due to unremedied mould. As the landlord had not responded to her complaint, she had instructed solicitors. The landlord sent Mrs B its stage 2 response 9 months after she formally complained. Repair works were eventually completed in 2022.

The landlord's handling of Mrs B's request to be rehoused, her report of damp and mould, and other repairs, amounted to maladministration. The initial survey missed the opportunity to detect the leak, the surveyor twice visited without a damp meter, the mould wash was delayed. Mrs B should have been told she would be without heating or hot water, particularly given her vulnerabilities, and the landlord should have considered moving her out sooner. Its offer of £1,050 in compensation was insufficient, and we ordered an additional £500.

Its complaint handling also amounted to maladministration. Despite monthly apology letters and new deadlines, months passed with no substantive response. The refusal to escalate caused further delay, inconvenience, and distress. We ordered it to pay £300 for its complaint handling failures.

## **Leaks, damp and mould**

It is evident from our casework that the landlord's residents have experienced serious problems with its response to reports of leaks, damp and mould. Of the 28 repair cases we looked at, 15 included some aspect relating to leaks, damp, and mould. We saw cases including where repairs take a year or more to complete, 6 months before any action was taken in response to a ceiling collapse, unexplained failure to act on a surveyor's report for weeks, lack of risk assessments for vulnerable residents, unnecessary repeat surveys, and occasions where the tone of communication inferred blame on the resident.

In March 2022 the landlord's resident inspection team surveyed residents who had reported damp and mould in the previous 12 months, seeking feedback. The report summarising the findings showed that themes included:

- lifestyle often being seen as the problem
- significant effort by residents to get action from the landlord
- residents not feeling listened to
- the information and guidance was unhelpful and unclear
- both staff and residents were frustrated with how contractors were managed
- lack of ownership and no clear accountability

The review also highlighted the importance of good communication. It recommended that residents are regularly updated, that a copy of inspection findings is shared with the next steps for action, and a communication plan put in place. The report also recommended a revised damp and mould policy and procedure reflecting both the review's findings and the recommendations of the Ombudsman's Spotlight report on damp and mould, 'It's Not Lifestyle'.

### **Case study – 202103786**

Mrs Z lived in a 2-bedroom flat with her children. In January 2021 she complained about repair delays. The landlord's surveyor attended and, in mid-February, asked the contractor to do a range of tasks including a mould wash, replace an extractor fan, clean wall vents, and replace double glazing units in the children's bedroom.

The landlord took 5 months to respond to Mrs Z's complaint. It apologised for the delay in response and repairs, and for its poor communication. It offered £150 compensation and told her its contractor would carry out the remaining works. Mrs Z had already made several further complaints which the landlord seemed unaware of. A further survey was done in May 2021, which found Mrs Z needed a larger bathroom radiator, and a specialist damp and mould inspection. In June the landlord increased its compensation offer and said it had been chasing its contractor for 3 months.

Repairs remained outstanding, and Mrs Z continued to chase her landlord. In September 2021 operatives arrived without notice, impacting her mental health and Mrs Z asked the landlord to ensure this did not happen again. It agreed, but in January 2022 Mrs Z reported further unannounced visits. The damp and mould survey went ahead 13 months after Mrs Z's complaint, and attributed excessive moisture levels to 'the resident's living habits and other factors' but went on to note a number of required repairs relevant to moisture levels and there was evidence of water entering from outside. Its stage 2 response included that the excessive moisture was 'due to your living habits'.

We found severe maladministration both in the repairs response, and complaint handling. Eight months passed between a damp and mould survey being recommended and it taking place.

The repairs relevant to reducing moisture levels took about a year. The landlord did not assess the risk or offer any mitigating steps, such as a dehumidifier, or offer advice on minimising condensation. There was poor communication with its contractor, and poor record-keeping meaning Mrs Z had to advise the landlord what work remained outstanding and tolerate an excessive number of visits.

The landlord did not follow its complaints policy, taking 4 months to respond to her stage 1 complaint without updates, apology, or reassurance it was investigating. It ignored her escalation request and used a 'compensation review' to close the complaint inappropriately. Mrs Z had to seek our intervention to escalate her complaint, and overall it took a year to respond to her stage 2 complaint.

We ordered £2,250 in compensation and for its Chief Executive to apologise to Mrs Z for the maladministration she experienced. We also ordered the landlord to ensure it had an accurate record of Mrs Z's requests for arranging repairs or other visits, to confirm to us that it had robust contract monitoring in place. We also ordered it to carry out a learning review including about record-keeping, complaint handling, and contract management and send us an action plan. Finally, we ordered it to review its damp and mould procedure against our Spotlight report recommendations in particular to advise its staff not to blame damp and mould on residents' 'lifestyle'.

The landlord told us that in spring 2022 it introduced a new approach to damp, mould and condensation. It reviewed its processes again after Awaab Ishak's inquest in November 2022, when awareness of the issue was raised which meant more residents reported damp and mould in their homes, introducing a new version of the damp and mould procedure.

It has told us it spent an extra £2million in 2023 fixing damp and mould issues, and it has dealt with more than 1,000 damp and mould reports since April 2023. It states it takes a holistic approach, with surveyors reporting back on wider issues such as heating and cost of living, to ensure it also addresses other contributory factors. There is a dedicated damp and mould mailbox and administration team, and it has implemented a 6-month follow up visit to ensure the problem is fully fixed. It also committed to reimbursing residents for any loss following a leak and to making good any damage.

The landlord says it has also recruited a specialist damp and mould project manager, created a dedicated team leader for damp and mould cases in complaints, is triaging complaints, and uses specialist contractors to meet demand. It has set up its own roofing team to enable faster diagnosis and works where roofing or structural issues are at fault.

It trained its survey, complaints, and administration teams using courses provided by a specialist organisation and designed an eLearning module. It has updated its 'tips and advice' leaflet for residents. The landlord has also begun using specialist damp and mould contractors to address seasonal peaks in demand. Its stock condition survey programme has been accelerated, and it reports that it reached target ahead of schedule. It says it has also begun proactively using data and has identified a particular estate with high rates of damp and mould, where it has advised residents on how to minimise damp while it looks at longer term solutions.

From the information we have seen, the landlord did not carry out a fully structured self-assessment against our 'It's Not Lifestyle' Spotlight report recommendations until November 2023. It is clear that some work had already been done by then, and action taken, but this lack of a structured self-assessment against our recommendations perhaps explains some of the gaps we continue to see in the landlord's response to damp and mould.

The policies, procedures, and supporting documentation are not sufficiently directive or consistent about risk assessment which includes vulnerabilities which may specifically increase the risk to the resident of damp and mould in their home. For example, the damp and condensation survey proforma does not direct the surveyor to note and consider any vulnerabilities the resident may have, even though this is an important consideration when assessing potential hazards. For example, risk may be increased for a resident who already has a condition impacting their breathing. The health risks may also be higher for pregnant people, babies, and young children. The characteristics of the residents are relevant and need to be taken into account when deciding how to respond.

To improve communication, all the touchpoints highlighted in both the resident inspection team report and our 'It's Not Lifestyle' recommendations should be



reflected in a procedure which is clear about which job role carries the responsibility for proactive contact with the resident. When we looked at relevant policies and procedures, such as the November 2022 damp and mould procedure, they lack specifics on proactive communication with the resident. It remains unclear who is responsible for contacting the resident, what they should communicate, and when. Without clear guidance staff may assume that others have updated the resident, and important communication risks falling through gaps.

The landlord's self-assessment against our Spotlight report is open about the challenges faced, including that it could not previously get accurate data to assess the impact of damp, mould and condensation across its stock.

In November 2023, the landlord commissioned an internal audit of its responsive repairs service which found that it is not currently in line with sector practice in relation to damp and mould missed appointments, as it has not developed KPIs to monitor the number of missed appointments. The landlord has undertaken to do this, including a review of how cases and work orders are raised to enable reporting on severity, by March 2025.

There are some indications that the landlord's actions so far have started to improve its overall response to damp and mould. The average number of days to complete a damp and mould repair was 18.4 in 2021, rose to 22.6 in 2023 and as of January 2024 has decreased to 17.5 days. Resident feedback for 2023-24 shows that across the year, 70% of residents are either 'fairly' or 'very' satisfied with the damp and mould response. The figure for January to March 2024 is 79%. This suggests that resident experience is improving.

Most of our determinations involve events that took place before the landlord implemented its improvement action. However, we identified 2 more recent complaints from residents expressing concern about delayed repairs to a leak, damp, or mould report and where we can see that residents are not being provided with clear information or explanations they seek on outstanding works.

## Other themes within repairs

In addition to delay, our cases also identified other themes of friction, distress, and a negative impact on the resident-landlord relationship.

These included poor communication, a failure to mitigate impact, and failing to assist the resident with an insurance claim.

Within the repairs service we found multiple examples of poor communication. These included:

- the resident reported a repair need but received no response
- the resident was not kept updated during ongoing repairs works or given information that would manage their expectations
- the resident was asked to tell the landlord information it should have already known
- residents were not given important information impacting them, such as when scaffolding would be erected, or that they would be without heating or hot water
- information that was provided was unhelpfully vague or confusing, such as citing 'access issues' without explaining what they were
- inaccurate information was provided on a key issue
- the resident's lifestyle was blamed for the presence of mould, despite multiple relevant repairs being required
- assumptions were made about important factors, rather than seeking information from the resident.

Too often, where a repair situation was having a significant impact on a resident, the landlord failed to take steps to mitigate that impact. For example, not doing an early mould wash, not offering a heater or dehumidifier, not offering compensation for damage to personal belongings, and not considering a decant. We also saw cases where it failed to assist the resident with claiming through its own insurance.

More positively, the rate of severe maladministration within our 'property condition' category (relevant for repairs cases) has dropped from 13% between April and October 2023, to 3% between January and June 2024.

## **The landlord's actions to reduce repair delays**

The introduction of new software for managing repair jobs, and widening access to it, should assist with reducing repair delays.

The landlord's 'Pre and Post Inspection Procedure' (June 2023) includes post-inspection of all complaint-related works and all damp and mould work, with specific criteria to be met. If the works are not satisfactory, the recall process is followed.

The case review group of senior staff meets fortnightly to monitor and manage cases that are delayed or complex to ensure high level authorisation of actions, complaints cases are triaged, and high risk or complex cases are escalated immediately. The complaints team meets each morning with the repairs team to go through outstanding actions, and the commitment officer role includes holding service areas to account for resolving issues and ensuring complaint commitments are escalated to managers where progress is not made.

These are positive steps, and it will take time for the full and collective impact of these changes to become apparent. The Customer Scrutiny Panel stated that they had seen improvements in many areas, but in April 2024 noted concerns about a particular contractor's performance.

The landlord shared repairs performance information covering the years 2021-22, 2022-23, and 2023-24. One measure it uses is the percentage of repairs completed 'right first time', and this was recorded as between 89% in April 2021 and 86% at the end of 2022-23. The average for 2023-24 is lower at 78%.

The percentage of routine repairs completed to timescale (20 working days) was 95% in April 2021 and has consistently declined to 89% in March 2023. The average for 2023-24 is 81.7% - a further decline.

The third measure it uses is the average number of working days it takes to complete a repair. At the start of the year 2023-24, it was taking an average of 23

days to complete a repair. The most recent available figure is for February 2024 and the average has significantly improved to 16 days (damp and mould improved to 19 days).

The Tenant Satisfaction Measures information includes figures based on residents' views of landlords' repairs performance. The landlord provided us with copies of the data they submitted to the regulator. The information for 2023-24 shows that overall satisfaction with the landlord's repairs service sits at 60%. The landlord's 'satisfaction with the time taken for repairs' percentage is 58%. The regulator has not released comparative data at the point of this report's publication.

The landlord is aware more work is needed to address delays within its responsive repairs service: it has further improvement plans which include giving more subcontractors and surveyors access to TMC, updating its damp and mould procedure and its responsive repairs policy in March 2025. It also told us it plans to spend more than £1.7billion on maintaining and investing in its homes in the next 5 years. There is a good opportunity to include consideration of the most useful KPIs and management information within its procedure and policy reviews.

## Service charge enquiries

In December 2023 we published the 'Insight on service charges and the Ombudsman's jurisdiction' report. In respect to service charges, we can investigate complaints about communication, whether the resident has not received a paid-for service, or it has been delivered to a poor standard, and whether landlords have not followed the correct process on service charges. We do not investigate complaints about the level of, or increases to, service charges, as these decisions rest with the First Tier Tribunal.

In general, landlords should give the resident clear information about charges, including: the power to charge according to the tenancy agreement or lease, whether the charge is fixed or variable, what the charge is for, how the amount was calculated, and when the charges were increased or decreased and why. Landlords should also be able to respond to queries in a timely way and in an easily understood format.

We investigated 8 service charge complaints in our initial set, and these highlight 2 main issues: delays, and vague responses to service charge enquiries.

The landlord receives peaks in enquiries every 6 months – immediately after the estimated annual service charges statements are sent and then again after the actual service charges statements are sent. At these 2 points in the year, it sends out around 30,000 communications to residents at the same time, and these generate queries.

It has seen more complex enquiries as service charges have risen amid the cost-of-living crisis, and these take longer to respond to. It appears that the enquiries are placed in a queue without any triage for common queries and answered in turn. We could not identify any process or criteria for prioritising responses. Because every enquiry was placed in a queue, in many of the cases we have determined it was taking months (typically around 5 or 6 months) and sometimes years for a resident to receive a full answer to their query (as in the case study below). In the initial set of cases, evidence of updates during the wait was minimal.

When residents have received a response, it has often not been specific enough to aid their understanding. The landlord was not providing responses that were sufficiently detailed to properly answer the resident's enquiry or failed to respond to a specific query at all. In one case (**202115854**) the letter was confusing and inadequate because it implied the landlord was not responsible for certain services when they were. In another (**202211117**), it did not explain at the earliest opportunity that the resident was mistaken about their entitlement. For example, one resident who made an enquiry in July 2020 (about service charges she felt should not be included on her bill) was eventually redirected to the property manager 19 months later. One resident queried multiple charges, including charges for a door entry control which was not a facility on their building, and after 6 months the response did not include information about the door entry control.

In case [202221220](#) the resident queried a 120% increase to their service charge, much of which related to a concierge service he had been told he would not have to pay and had not been charged for in the 3 previous years. He expressed dissatisfaction about the time it was taking to get a reply and at this point the landlord

should have logged a complaint but did not. The resident got a response to his enquiry, but it did not explain why he was not charged in previous years. The landlord should at this point have investigated the complaint.

It logged one, but then thought this was an error, and did not explain to the resident until much later that it would not be responding to his complaint. The resident was unhappy with the delayed response, poor communication, and the lack of investigation of his service charge query, but the landlord did not treat this as a complaint.

### **Case study – [202109935](#)**

Mr R, a leaseholder, paid service charges which increased for caretaking services for the year 2018-19. Mr R questioned how the grounds maintenance costs were calculated, and the 'block' cost (including communal electricity charges).

In March 2021 Mr R complained about the quality of response. Its complaint response did not address his questions. In July the Ombudsman asked the landlord to send a stage 1 complaint response within the next 10 working days.

The landlord then wrote to Mr R 3 times saying the response was delayed. When it did respond, 2 months later, it addressed the caretaking costs for the year 2019-20 but not the 2018-19 year he had originally questioned. Mr R told the landlord this, and asked it some further questions. But the landlord refused to escalate his complaint and Mr R had to seek our help again.

We found maladministration as it took 2 years to respond to all the questions Mr R had originally raised. The landlord's response was vague as it did not explain charges that it described as a pension scheme and 'passport 2008'. It said that it apportions estate costs equally according to the number of properties but the invoices it sent Mr R were not clearly related to his area of the estate.

We also found maladministration in its complaint handling because of the delays, incompleteness of response, and refusal to escalate.

The amount of compensation offered, at £100 overall, was not adequate redress. We ordered the landlord to pay a further £200 for its response to the service charge queries, and £250 for its complaint handling failings.

We also ordered it to explain how its grounds maintenance costs are calculated per block/area and explain which invoices relate to Mr R's area of the estate.

Only at this point did the landlord look further into Mr R's charges. It found that his lease did not specify whether or how he could be charged for estate upkeep and maintenance. It concluded that it should not have been charging him for these services at all.

It apologised, acknowledged that he was right to have challenged it, and refunded him about £3,000. It also provided the further explanations we had ordered.

In 2023, the landlord began efforts to reduce the number of service charge enquiries generated by the issuing of statements. In February, it sent information to residents to explain increases in service charges, offering drop-in sessions for residents to ask questions and speak with a Hyde Foundation representative for financial support and advice. It improved the charge description explanations on its website, along with detail on how residents can seek support if they are experiencing financial difficulty. In December 2023, service charge statements were added to MyAccount, so residents can see breakdowns of their charges online.

The percentage of statements which result in an enquiry has dropped from 6.5% in 2019-20 to 4% in 2022-23. The landlord told us it takes an average of 36 days now to answer a service charge enquiry.

As mentioned previously when discussing barriers to complaint handling access, there are no timescales within the service charge enquiry policy for responding to enquiries and there is not a certain point where residents are then signposted to the complaints team if they are unhappy with the delay. It appears residents just keep receiving the same automated assurances. There is a lack of clarity about when a resident can make a complaint in relation to a service charge because they feel it is taking (or has taken) too long to receive a response.

The landlord has had a dedicated team to handle residents' service charge enquiries since 2020. In September 2023 it set up a specific team to deal with queries involving managing agents. In February 2024 the customer service charges team was restructured to align with the new 'Neighbourhood' organisational structure. Residents should now have a single point of contact within the service charges team who can access information directly from the improved systems.

Service charge enquiries were added to the new CRM in 2024, which should improve monitoring and management. It will also enable the call centre to immediately update a resident on a call.

From January 2024, the service charge team has been able to directly access the reports of communal area inspections and contractor meeting minutes. It has increased the number of staff responsible for responding to enquiries from 4 to 18 and it is looking at using temporary staff at critical points in the service charge cycle. The landlord also told us that it is looking at whether it can stagger sending out the statements to even out the peaks in demand which result in delays.

## Cross-cutting themes

We have identified some underlying themes which have hindered the provision of effective and reasonable services to residents. At an early stage of the special investigation, it became clear that the landlord had already identified and begun action to address many of these issues, and that action has continued to develop throughout the ongoing investigation. This report does not fully set out all its action, but we have summarised the key steps.

There are some areas where the landlord has more to do, and some gaps and inconsistencies which indicate it is yet to achieve a coherent flow-down of the leadership team's ambition to make it "the best landlord in the country". We also highlight where further consideration should be given to the usefulness of some of the management information in supporting the objective of understanding resident experience, as well as making well-informed management and leadership decisions.



## Knowledge and information management

Within the initial set of cases there are many examples where key information or records were not created and stored for reference. In 4 cases, the landlord's collection or management of accurate and complete records was so poor we specifically found maladministration for its record-keeping. In other cases, the quality of the record-keeping hampered our understanding of what had happened.

The issue is particularly notable in repairs (18 out of 28 cases), and especially between the landlord and third-party contractors.

For example, in case [202209517](#) we found maladministration specifically on record-keeping due to the lack of records showing an evidence-based assessment of the damp and mould problem, or any records of what action had been taken.

The landlord has been using an Excel spreadsheet to track damp and mould reports and actions. An internal audit in February 2024 identified that the spreadsheet contained a large number of incorrect dates and missing fields. It is taking steps to clean up the data and plans to store the information within its CRM from March 2025.

We are still seeing problems with poor knowledge management and record-keeping in repairs in our more recent determinations. In case [202301819](#), a work order raised for a window repair was marked as 'complete' in July 2023 on the landlord's records but from other evidence in the case we can see this was not correct and the work was only finally completed in August 2023. In case **202337594**, the records state that the work was complete in January 2024, but this is undermined by the findings on the landlord's subsequent visit to the property.

We have also seen that poor knowledge management has resulted in the landlord giving inaccurate information about its responsibilities to residents. In case [202206410](#) the landlord repeatedly, and incorrectly, told the resident it was not responsible for repairing the fence. Although this unusual responsibility was clear within the legal documents, the resident had to challenge the landlord's statement to the contrary more than once. Its legal team confirmed responsibility for fence maintenance in 2017. However, around the end of 2020 when the resident requested a fence repair the landlord denied it was responsible. After the resident complained

the landlord reversed its position and said a note would be added to the file to prevent that happening again. However, in February 2022 when another fence repair was needed, the landlord again disputed responsibility.

Training on record-keeping, complaints, and putting things right has been provided to in-house repairs staff. The training materials emphasise that the resident is a customer and advises operatives to 'ask better questions to get better answers' and to feel empowered to flag risks or improvement ideas.

The training is open about what has been going wrong and specifically relates these lessons to the repairs service.

There was also poor KIM within the complaints function, exemplified by the failure to consistently manually input web complaints for over a year. At the individual complaint level, a lack of documentary evidence meant we were unable to determine the extent of the delay in responding to 2 complaints. We have also seen cases where the landlord's complaint file did not contain key information, such as an agreement to provide a resident with quarterly statements.

Residents also noticed issues with records not reflecting their understanding. For example, after we issued our decision on case **202320282**, the resident wrote to us stating 'I don't seem to have had any info from Hyde themselves regarding this, and do not have any open repairs so am concerned that the [promised] new door will vanish in the system somewhere.'

We published our Spotlight report on KIM in May 2023 and in September 2023 we recommended that the landlord self-assess against it. It did so in December 2023 and identified actions required. It has introduced a Data Governance Framework and associated policies and procedures. It has also begun using new software which enables improvements in tracking, monitoring, and analysis. It is also implementing a new data system which it says should identify quality issues within its operational data.

While the landlord has taken appropriate actions at a governance and systems level which should improve residents' experience, this objective will only be fully realised if

the frontline operations staff know how to use these tools in their day-to-day work to record what has happened, and the reasons for actions taken, or not taken.

The landlord told us its systems have been designed to minimise the need for free-text updates, although the option to do so remains.

Alongside the appropriate use of drop-down menus, the landlord needs to ensure that staff understand why creating accurate and complete records of the relevant details of conversations is important.

There may be important information communicated, which cannot be captured without a free-text note. The landlord should ensure its staff understand when a substantive, free-text record is necessary, and what it should contain to support good service delivery. We have seen evidence that this is not yet consistently the case.

At the January 2024 meeting of the Customer Scrutiny Panel, residents expressed concern that details are not being fully logged, particularly in relation to repairs.

A significant proportion of issues are still raised via telephone. In a case that went through the landlord's complaints team in summer 2023, using the new CRM software, its complaint file contained no call notes on what was said during a telephone call to try to resolve the complaint.

We asked for evidence of the landlord's systems and procedures for ensuring that frontline staff are creating accurate and complete records. We also requested the training in place on how to create an accurate record of a conversation, the quality assurance templates following management review, and analysis of the results. We asked if issues of poor quality are fed back directly to the staff.

The landlord told us that managers, including the senior leadership team occasionally, listen to a sample of calls weekly and if quality issues are identified then a training video is recirculated to staff highlighting the importance of good quality records. The note resulting from the call is corrected if required. We reviewed records of coaching sessions for new staff. The coach had clearly listened to calls and offered detailed feedback and support, which is positive, but we could not identify any structured quality assurance process specifically on the accuracy and

completeness of the records made of conversations with residents. For longer serving staff, while there are periodic reminders, by email or through training, of the importance of good record-keeping, it is unclear if there has been effective communication of what good record-keeping looks like, or whether performance against this key area has been built into performance objectives or quality assurance processes.

The landlord's training videos are focused on how to use the data systems, not what to put in them. The videos note the presence of free-text boxes and in the case of repairs staff, the need to highlight having called the resident.

However, the videos do not tell staff to write a summary of what was said. The video on how to update a task associated with interaction with the Ombudsman includes a statement that 'we would expect your notes to be quite detailed' but it does not provide specific guidance on what kind of information is relevant and why.

The landlord told us it will be reviewing its records-management training. When it does so, we suggest it emphasises the importance of keeping appropriately detailed records of all interactions with residents, not only those with the Ombudsman, and includes training on what good record-keeping looks like in practice.

The landlord has more to do to ensure that relevant key information is recorded properly. Enabling the front-line staff to do this will support evidence-based decision-making at all levels, ensure residents do not have to repeat themselves, and prevent important information-gathering conversations falling through gaps. While we saw a high level of appreciation of the importance of top-down systems and structures, we did not see a similar appreciation of the importance of knowing how to create high quality records at the front-line operational level.

In our Spotlight on KIM we wrote that 'no system will ever be good enough to compensate for incorrect data entry, user error and a lack of quality assurance measures aligned to performance management.' This is the area the landlord will need to focus on to ensure residents' experience continues to improve.

### **Case study - [202102289](#)**

Mrs H reported in April 2020 that visitors could not hear her through the entry intercom. She chased a response several times, but the landlord took no action, and she complained in January 2021. Her complaint set out her experience with the intercom issue, her feelings of insecurity at home, and the landlord's poor communication.

Mrs H then had to chase for a response to her complaint, and in April 2021 she told the landlord she had various concerns related to fire safety including confusion about why smoke alarms were removed, the lack of clear signage, and problems with fire doors.

The landlord sent Mrs H its response to her complaint in early June, but this did not resolve her concerns because the replacement fire safety system was not working, a door was not closing properly, and she had not had a response about internal communal fire doors or making good the damage associated with previous works.

Despite our intervention, it took until September 2021 to give Mrs H a further response to her complaint. It apologised and offered further compensation and explanations. It also promised to install a new front door in early October, and to contact its contractor about repairing the damage. All the works were completed by June 2022.

We made several findings of maladministration. Mrs H should not have had to chase information about why a smoke alarm had been removed, repairs were unreasonably delayed, its contractor missed appointments relating to the intercom, and communication was poor. It failed to treat the reports about fire doors with urgency. We made a specific finding of maladministration on record-keeping, because the landlord had no repair logs for the intercom, there was very little information about when operatives attended the building, there were no details of scheduled appointments and no notes made by contractors who attended. There were no notes of the telephone conversations with Mrs H.

We ordered the landlord to apologise for its failings and pay additional compensation of £600 (including £100 for record-keeping failings). We recommended that it review its record-keeping processes against the recommendations in our Spotlight on KIM.

## **Policy and procedure management**

During this special investigation we have identified that the processes surrounding the review, amendment, and dissemination of policies and procedures need further attention so that they can support staff in delivering high quality services to residents.

The landlord told us that policies are ‘owned’ by senior staff within the relevant service area. A centralised policy function within the Risk and Governance directorate tracks scheduled policy review dates using an application which also assists with providing monthly reporting against KPIs.

The central policy function alerts the service area 3 months in advance. Once the policies and procedures have been reviewed by their ‘owner’, the policy and compliance team quality checks them. Following that, they go through a further process of senior leadership team authorisation, before publication on the intranet.

Only one ‘active’ version of a document is available on the landlord’s intranet. It told us that when colleagues print or download the documents for use, they become ‘uncontrolled’, and the landlord is taking steps to reduce the use of this approach. Policies are categorised depending on risk and whether they are customer facing (A, B, or C). Category ‘A’ policies have annual health checks, which are not necessarily documented if there are no changes, and a 3-yearly thorough review. Policies and procedure reviews can at any time be triggered by a change in statutory requirement or working practice. It said that it may delay a review where there are upcoming relevant changes (for example, changes to the law) so these can be taken into account. Its Housing Services Committee terms of reference include within its responsibilities that it shall ‘review all customer facing policies and suggest amendments where necessary.’

However, we found several examples of policies or procedures that, according to the information on the front page, were overdue a review. When we looked in more detail at the policy management surrounding the complaints policy and associated

documents, we found indications that the landlord's policy review processes are not working effectively.

In February 2024 we told member landlords that our new Code would be effective from 1 April 2024, and they would be obliged to follow its requirements. In a paper to its Housing Committee dated 19 February, the landlord set out what needed to change in order to be compliant with the new Code – specifically changing the timeframe for complaint from 6 months to 12 months – and yet, when it published a new complaints policy statement (version 6) in May 2024, the timeframe had not been changed.

The summary of changes associated with this version does not mention our new Code. The landlord told us it was finalising a 'fuller' review against the Code for publication in June 2024. In a later meeting, we asked about the complaint policy review process and were told that the May 2024 version was the result of a 'light touch' review, but they had since noticed that aspects of it were not meeting the Code, so it was reviewed again.

Given it was clear from early February what the new Code would include and that it would be effective from 1 April 2024, it is surprising the landlord did a 'light touch' review, publishing a new version in May with no indication it considered the new Code. This resulted in a new version of the complaints policy being published only a few weeks later. The most recent complaints policy continues to have areas that misalign with the longstanding principles of good complaint handling underpinning the Code, as set out in the complaint handling section above. It also contains drafting markups, including strikethrough text, and a comment about the commitment to publish complaints performance on its website every 3 months. The comment, in brackets, reads 'we don't do this currently?'. This commitment was in earlier versions of the policy, and we were unable to locate the complaints performance data on the website. This lends weight to the perception that, regardless of what the landlord put in its complaint policy, it may not be compliant in practice.

When we asked about how the 'compensation review' process was intended to work, we heard different views from different parts of the landlord. The leadership team were clear that it is a quick way of proactively resolving the situation where a

resident is dissatisfied with the amount of compensation offered at stage 1 and the offer is close to resolution. However, they stated it is not an additional stage and if a resident remains dissatisfied with the compensation after review, or they are seeking much more than was originally offered, they can escalate their complaint to stage 2. In a later meeting with the complaints team, they were equally clear that if the only source of dissatisfaction after stage 1 was the amount of compensation, the compensation would be reviewed (and may or may not be increased) but the complaint would not be escalated to stage 2.

At the end of May 2024, as part of correspondence on case **202119268**, which was determined outside the full analysis of cases, the complaints team told us that the compensation review process was 'informal' but was currently being incorporated into the procedure. They wrote 'we are clear in our policy statement that we won't escalate a case to Stage 2 where the matter being requested by the customer is only the award of compensation.'

The June 2024 version of the complaints policy repeats this: 'We will not agree to escalate a complaint to Stage 2 where we've agreed the complaint has been upheld but the customer has requested an increase in compensation offered.' We were also sent a document titled 'The Compensation Review process explained: Stage 1'. It sets out guidance for staff on what should happen in 5 scenarios and describes the process in more detail, with frequent, formalised meetings to conduct the reviews. However, it contains confusing language. In one place it says that where the only source of dissatisfaction is the amount of compensation, the result will be a 'Compensation Review letter' – not a stage 2 escalation. However, the summary points within the same document state that a compensation review is not designed to stop the stage 2 process from being initiated if that is what the resident wants. The landlord's compensation and reimbursement procedure version 4 (April 2024) was updated in June 2024. This is the first time the written procedure reflects what appears to have been a longstanding practice of carrying out compensation reviews.

The landlord's approach to compensation reviews illustrates that it can do more harm than good to attempt to solve a problem by building the problem into the system rather than being curious about the root cause. At some point, it saw an issue that residents were frequently dissatisfied with the amount of compensation



offered at stage 1. The landlord could have used the existing stage 2 process to examine this issue as a source of dissatisfaction to see whether it was a pattern of legitimate concern requiring policy review or staff training. Instead, it added a 'compensation review' step to the process, setting up separate meetings, and the need for additional tracking and monitoring of this intermediary stage which - if done properly - would cost the same effort and yield the same results as a stage 2 complaint investigation.

We have also seen a lack of clarity within policies and procedures surrounding the intended purpose and audience. For example, the minimum lettable standard document uses specialist language in places but refers to 'your home' as though the intended audience is a resident. The most recent version of the compensation procedure (written for staff) includes a large section of cut and pasted text from the complaints policy (published externally) indicating a lack of care to ensure targeted guidance.

The landlord sent us 2 different damp and mould survey templates, both dated August 2022. While the content was largely the same, one included direction to consider insulation and cold-bridging but no signature sign-off and date, and in the other the reverse was true. We asked the landlord which version was in use and it explained that the version referring to insulation had been adapted by an individual surveyor and included in the information provided to us, despite it not being the organisationally mandated version. It is unclear why the version with additions had not been reviewed for consideration of amending the template, and instead 2 different versions were sent to us as evidence.

We asked the landlord to send us its current service charge enquiry procedure or guidance. It told us that it had no policy on service charge enquiries and was drafting one. Subsequently it provided us with a draft policy marked 'version 1'. However, it had previously sent our casework team a document titled 'Service Charge Enquiry Policy Statement' marked version 1 dated January 2023. Comparing this document and the later draft provided to us, showed that the draft 'new' policy was heavily based on the January 2023 version. We asked the landlord to clarify, and it acknowledged this was an error which would be followed up. It appears that members of staff were unaware of its own service charge enquiry policy dated

January 2023. This indicates there may be issues with where policies are stored, and how they are disseminated to the staff who need to know about them.

The landlord has set out its system to manage policy development, with prioritisation according to criteria, consultation, and checks at 3 levels. While we acknowledge the volume of new policy development work it has done as it tries to improve its services, there is a disconnect between the vision of policy governance and delivery.

The landlord told us in response to a draft version of this report that these are isolated examples. While we see that, taken individually, they may not seem seriously problematic, looking at the overall picture it appears the processes are not always working in practice to translate leadership intention into clear guidance to staff setting out expectations.

## **Management information**

Some of the management information the landlord uses may be obscuring the reality of how its residents are experiencing its services. Carefully designed management information will inform its leadership about their services as experienced by residents (good and bad). This will support the leadership team in achieving its objectives, rather than potentially disguising situations they will want to know about, understand, and fix.

In March 2024, the Chair of Audit Committee was formally recognised as the landlord's board member responsible for complaints. The audit committee receives complaint updates and tracks completion of orders we have made. It told us its board receives periodic complaints updates and quarterly updates against key performance indicators, with wider performance and learning delegated to its Housing Services Committee. We reviewed the complaints report to the board for November 2023, which includes performance information.

We have seen evidence of thematic reporting of complaints, by its head of customer experience to the leadership team in March 2024. The themes reflect many of the issues we have highlighted in this special investigation report. However, the second biggest category of complaint within its data disaggregation is 'other', which suggests it needs to look again at what this category captures and check whether it is being

used by staff as a quick way to fill in a database without thinking about what the complaint is about, or whether the categories need to be revisited so there is an obvious home for common complaints which are currently falling within the 'other' category.

The current approach of using a 'compensation review' rather than a stage 2 escalation may disguise the fact that residents remain dissatisfied after stage 1, meaning the need for more detailed analysis of what is happening at stage 1 is missed. If complaints never reach stage 2 as access to it is blocked, the figures for stage 1 'resolutions' will look positive but may not be giving the whole picture. We can see no rationale for the compensation review process after stage 1, other than it warping the picture provided by management information surrounding stage 2 complaint investigations.

Within the repairs service, some of the management information appears not to fully capture important issues impacting resident experience, that we have seen in our casework. The landlord told us it measures 'kept' appointments, which are any that the operative attends within the booked timeslot. If they are unable to gain access, the appointment is still recorded as 'kept' and the operative attempts to contact the resident and photographs the front door with a date and time stamp. It has a target of keeping 98.5% of appointments and is exceeding this target. Nevertheless, in the cases we have looked at we found many examples of wasted appointments. The landlord told us that if there are times when appointments were being missed or were otherwise ineffective, this would be picked up because the job was not closed, prompting examination of the reasons. It also outlined that geographical areas with a low rate of kept appointments will trigger further examination and adjustment such as reducing the patch size if necessary, and complex or high-risk cases will be escalated to the Case Review Group.

However, measuring 'kept' appointments (as currently defined) may not, by itself, be optimal for understanding resident experience with wasted appointments. An appointment might have been communicated to the resident, but not confirmed by them and their availability assumed. They might have tried to change the appointment by telephone, but that information not been acted upon. The appointment might not have achieved its objective for another avoidable reason,

such as not bringing the correct equipment. In our Spotlight report on damp and mould, we recommended that landlords review the number of 'missed' appointments and, depending on the outcome of any review, consider what steps may be required to reduce them.

Only measuring 'kept' appointments risks missing the important analysis of why the appointment was missed or otherwise wasted. Again, some wasted appointments will truly have been unavoidable, but many will not, yet these would currently appear on its measures as 'kept'.

The landlord could look at using additional measures and management information to enable it to identify specific issues and make targeted improvements.

The landlord tracks the percentage of damp and mould work orders completed within the same financial year in which they were raised. We are unable to understand how this is helpful, and when we queried it with them, the leadership team could not clarify why this measure had been included.

Choices about management information should be made taking into account both the policy and procedural obligations, and resident experience, to offer the best opportunity to identify and remedy issues which matter to residents.

## **Broken promises**

Within the initial set of cases we looked at, we found that the landlord often failed to keep the promises it made to its residents. In a third of them, the landlord had failed to do what it said it would.

In case [202121168](#), a vulnerable resident reported various repairs issues during 2021. After some delays to the repairs and following the resident's complaint, guttering work was booked for late December 2021. However, the operative did not attend as promised. Within its stage 2 response in January 2022, the landlord acknowledged that some work remained outstanding, and it committed to ensuring its contractor would complete the outstanding works by the end of February 2022. This did not happen, and in April 2023, the resident was still waiting for the problems he had reported in 2021 to be fixed.

The resident in case [202017270](#) was promised that repairs relating to her leaking bathtub (which was causing discolouration and bowing to the ceiling in her living room below) would be resolved by June 2021 but this did not happen. The landlord promised it would replace bathroom tiles that the contractor had broken.

The contractor attended intending to replace only the broken tiles, in a different colour, which the resident refused as she wanted her tiles to all be the same colour. It instructed the contractor to replace all the bath tiling so it was the same colour, but the contractor then told the resident it would not do so. It painted the ceiling in her living room, below, but did not fix the bowing. The complaints team then promised the resident a stage 2 response by October, but then said it needed until November due to difficulty obtaining information.

Within its stage 2 response, it promised that it would send a competent tiler to complete the job in November. The tiler did not attend the booked appointment, and in March 2022 the resident told us she had heard nothing further about tiling.

In case [202100383](#), a resident was told 8 times across several months that the landlord needed more time to respond to her complaint. Another resident was provided a single point of contact, but this was not followed through as a number of different officers contacted her.

The landlord has already recognised failure to keep its commitments as a serious issue undermining the landlord-resident trust relationship. It has taken several steps specifically to improve its performance in this area, including creating the complaints commitment officer role.

Previously, it was closing its complaint cases after the resolution letter was sent. It now keeps its complaints case open in its system until all commitments are confirmed as complete, so that the commitment can be monitored.

The complaints team has daily morning meetings with the repairs service, to track and discuss all open complaint cases. The Case Review Group monitors and tracks actions using a shared online facility, but meetings are not currently minuted.

It is too soon to see the impact of these steps, and in particular the role of commitment officer in our casework. There was one example in the 10 more recent cases that we reviewed, where work was not completed as agreed, but the complaint process began before the commitment officer was recruited. Equally, we have seen an example where although there were several months of delays in complaint handling, the resident was provided with the promised updates.

While the actions the landlord has taken are welcome and should over time improve its ability to keep to commitments it has made, the cases reviewed suggest that the root cause of the issue appeared to be within the repairs team. It should try as far as possible to resolve any problems within the repairs service so that residents are not put to the time and trouble of having to complain to have commitments followed through.

## **Poor communication**

A further problem affecting more than one area of the landlord's service is communication. Of the cases in our initial set (44) we were only able to identify 3 where the communication with the resident had been adequate.

The landlord shared the data it submitted for the Tenant Satisfaction Measures for 2023-24 with us in July 2024. These state:

- satisfaction that we listen to your views and act upon them: tenants 52% (benchmark 52%), shared owners 29%
- satisfaction that we keep you informed about the things that matter to you: tenants 64%, shared owners 50%
- satisfaction that we treat you fairly and with respect: tenants 67% and shared owners 49%

The landlord has already recognised that it needs to improve its communication with residents so that they are kept updated with clear information about who is responsible for particular actions and resolutions. It acknowledges that this is a clear theme in feedback it has gathered from its residents. It told us its communication is now far more transparent, using straightforward language that shows empathy and understanding.

Some of the actions taken cut across multiple service areas. Residents are able to request repairs and track them, and to complain, using its online interface MyAccount. The ability of its staff to communicate effectively with residents depends on them having the support of well designed, well understood, and well used KIM tools and the introduction of its new CRM and repairs management software should therefore assist.

It has also delivered a wide range of training to different areas of the organisation, including positive engagement training for customer-facing teams to help them have positive conversations with residents while showing empathy and taking action to solve problems.

We reviewed a wide range of recent training materials, including the landlord's induction and on-boarding training and coaching processes for customer service staff. This programme includes specific training on appropriate tone within communications, and letter-writing practice for complaints officers with feedback processes built in.

The landlord has also committed to ensuring all operational teams undergo our complaints training during 2024.

We have looked at our more recent determinations (as described in paragraph 11) to see if these steps are already making a difference. The 10 cases we looked at did not, overall, show significant improvement. In all 8 of the repair cases, we found evidence of poor communication with the resident. We also found that poor communication during the complaint process was a factor in 7 cases.

We have seen evidence of poor communication when residents contact us while the complaint is still in the landlord's complaint process. Residents are raising complaints of multiple missed appointments and not being given information that was important to them during a repairs issue. Residents tell us they are still having to repeatedly chase the complaints team for a response and are seeking our intervention to progress their complaint. We have also seen examples of dismissive correspondence in response to residents telling the landlord they did not feel their question had been addressed.

## Taking vulnerabilities into account

Our investigation has found that the landlord did not proactively recognise when a resident was vulnerable, and how it needed to adjust the way it provides its services. The February 2023 version of the compensation procedure did not include anything to prompt recognition of how vulnerabilities may exacerbate the impact of a situation or a failure in its service.

In case **202101398**, a disabled resident who suffered with Chronic Obstructive Pulmonary Disease (COPD) had to stay away from his home during repairs that were delayed unreasonably. He was offered compensation for the delays, but the amount did not recognise the full impact on the resident given his vulnerabilities. Another resident with a neurological condition from a head injury requested a reasonable adjustment, but the landlord failed to consider his request.

In another case, vulnerabilities were not explored or documented even though the landlord knew the resident had moved from a supported tenancy into a general needs tenancy, and the resident had told the landlord about his vulnerability directly in November 2021. Once the landlord was aware of the vulnerability, it did not ask about the resident's needs or make any accommodation for them. It told our casework team it had no vulnerabilities recorded for the resident.

### **Case study - [202206474](#)**

Mr B was being treated for cancer and was staying with a friend for help with daily dressing changes. While he was away, in late May 2022, there was a leak into his flat from above. The fire brigade forced entry, and the next day someone reported the leak. Two days later, a neighbour told Mr B. He contacted the landlord saying his home was uninhabitable and asked what it would do about his damaged belongings.

Mr B's flat had been severely damaged and smelled strongly of damp. In June the landlord agreed to replace his bed, mattress, and bedding, and sought quotes to replace his carpet and to redecorate. In July 2022, Mr B complained about the landlord's handling of the leak. Its stage 1 response said the leak was fixed the same day, remedial works were booked for August, and it would dry-vacuum the carpets. It offered him a total of £100. Mr B escalated his complaint, explaining that there had



been no water supply to his flat, repairs work had not been done, his property smelled strongly of damp, and he could not live there.

In its stage 2 response the landlord told Mr B the work was now complete. As he had said he would stay with a friend due to 'ill health' and, as therefore was not decanted, no payment was due. It appeared to dispute that his property was uninhabitable. It offered him £350 and said he should claim against his contents insurance for his other costs.

It used blaming language, writing 'You were not in your home when the leak was alerted to the Fire Brigade and did not call until 5 days after the event. The absence of anyone living in your flat has allowed the leak to cause more damage.'

After Mr B contacted us, the landlord reviewed his case again in 2023. It said he had been told he could move back in June 2022, but as it had not previously considered a disturbance payment it offered him £560.

We found severe maladministration for the repairs response. The landlord knew about Mr B's cancer, and initially considered decanting him. After Mr B said he would stay with his partner on one night, it assumed this meant he did not need alternative accommodation at all. It failed to update Mr B on repairs progress and could not show it had told him he could move back in June. The landlord should have been proactive in trying to move him home as soon as possible with clear communications and an action plan. Instead, Mr B kept having to explain for the next 5 months that his property remained uninhabitable, and he had no bed due to water damage. The compensation failed to take account of his vulnerability.

We also found maladministration for complaint handling because of delays, and a failure to reassure him about ongoing work or when he could move in, blaming him.

We ordered the landlord to pay Mr B £5,511.28, apologise, and review the case for learning. We ordered a post-inspection of Mr B's home, with any actions to be completed within 8 weeks.

The landlord told us it knows it needs to provide more support to vulnerable residents. It now does welfare checks, using data presented in a welfare report, on

residents who have not contacted it recently. It told us that in 2023, 91 such welfare checks identified 4 vulnerable residents, for whom follow up actions were arranged.

In August 2023 the landlord began reviewing its response to vulnerable residents. It put in place a procedure for creating alerts on its systems, and the following month an independent audit of its safeguarding policies and processes found it had effective arrangements in place for managing risks across its general and specialist housing stock.

In October 2023 the landlord created guidance for its complaints team with expectations on staff to be proactive about inquiring, identifying, documenting, and acting upon residents' vulnerabilities (including sharing relevant information with other staff).

In February 2024 it finalised a new vulnerability policy statement, described as 'high level' and referring to a number of other relevant policies and procedures. It defines vulnerability and recognises that it can change over time. It also sets out a broad range of the kinds of adjustment it could consider. The policy includes training objectives within the induction programme for new staff, refresher training, and a web-based 'toolkit' to support staff. The new policy was promoted in March 2024 on its intranet. The more recent versions of other resident-facing policies that we have seen contain statements about vulnerability and reasonable adjustments. The landlord's public website contains support information for residents covering a range of areas relevant to vulnerability, but the requirement set out in the vulnerability policy statement that the policy itself be published does not appear to have been met - we were unable to locate the policy on the website.

The landlord's responsive repairs operational procedure (February 2024) includes prompts for call handlers to find out information, including vulnerabilities, so that it can better prioritise the service.

It told us that operatives who have safeguarding concerns after visiting a resident's home can now report these through the repairs management software and trained safeguarding colleagues review, and act on, these reports.

The landlord has already taken some steps to address this key area where residents' needs were not consistently being recorded, considered, and acted upon, but it must ensure it follows through on the intentions. It has told us there are plans to share relevant information with suppliers and partners, ensure the information held is current, and implement a full training programme on vulnerabilities and the impact on residents.

## Compliance

Between 1 April and 31 October 2023, we made 181 orders and 54 recommendations and recommendations to remedy the service failures identified and to try and prevent the same failings recurring. These included ordering the landlord to pay residents a total of £48,523.74 in compensation.

The individual orders and recommendations can be found in the investigation [reports on our website](#). Our decisions are published to our online casebook 3 months after determination. In some cases, we may decide not to publish a decision if it is not in the resident's or landlord's interest, or the resident's anonymity may be compromised. Full details of what and when we publish are set out in our [Publication Scheme](#).

Between April 2023 and June 2024, we issued 6 Complaint Handling Failure Orders. Two of these were in 2023, and concerning 4 of them were since January 2024. These were principally caused by failings in communication with us, further supporting that clear and timely communication responding to the issue raised is an underlying issue the landlord needs to address. In one case the landlord did not comply with the Complaint Handling Failure Order to issue a stage 1 response, and so we have treated the case as having completed its complaints procedure.

The key or repeated orders and recommendations made to the landlord are summarised below.

### **Complaint handling:**

- review its complaint policy for compliance with the Code

- self-assess against the requirements of the Code and report the self-assessment to the governing body
- review an individual complaint for learning
- train staff on its complaints and compensation policies, the Code, remedying delay, addressing all aspects of the complaint, and giving clear responses
- ensure it can show it complied with resolution offers made, or investigate and respond where it cannot
- establish support for complaint handling staff and identify senior staff for them to approach if the complaint is at risk of mismanagement
- review the process for tracking complaints to ensure a timely response
- assess record-keeping practices to ensure clear documentation of actions taken

### **Repairs:**

- review particular complaints with its contract managers for learning to improve services
- review complaints from other residents impacted by the same issue
- ensure robust contract management arrangements are in place including good communication to minimise delay
- review the process for logging and tracking repairs
- train staff on properly explaining the issues to the resident especially where repairs are more complex, and updating them promptly
- ensure contractors understand expectations regarding damp and mould
- ensure contractors have the correct tools to avoid delay
- tell the resident about the plan for work, and any significant impact on their day-to-day life, before it starts
- review its record-keeping practices, and consider whether a records management policy is required
- train contractors on record-keeping of repair work done
- consider providing leaseholders with clear information about repair responsibility
- consider the need for a damp and mould framework or policy

- review its damp and mould procedure against the 'It's Not Lifestyle' recommendations
- consider introducing a decant policy and procedure
- review the repairs process for vulnerable residents
- review text appointment notifications to ensure accuracy and notify the resident in advance of cancellations
- review the inspection process to ensure officers are qualified to assess the issues the resident reported

### **Service charges:**

- consider introducing a dedicated email address for service charge enquiries
- review an individual complaint to identify service improvements
- ensure it identifies service charge disputes that are appropriate for investigation through the complaints process

## **Conclusions**

Towards the end of this investigation, the landlord announced plans to significantly grow the size of its group. A number of landlords have been the subject of wider investigations under paragraph 49 post-merger or expansion, rather than before it, with common lessons identified around culture, systems, and service delivery. In these investigations, this has partly been because of the inevitable stretch that significant organisational change can bring. The timing of this investigation provides a valuable opportunity for the landlord to apply any relevant lessons both from these special reports and its own.

This investigation reveals that residents have experienced the same problems repeatedly over a number of years, and the landlord was initially slow to recognise and respond to these. Problems within repairs and maintenance, in particular the management and monitoring of contractors, had consequences across other teams which meant residents received poor service from more than one part of the landlord. The landlord was complacent about delays in numerous areas of its service.

More recently, there have been encouraging steps. Action has been taken on delay in 3 service areas, there has been a focus on better communication with residents, and recognition of the need to improve the adequacy of redress offered.

Its own analysis has already prompted a wide range of high-level structural actions which, together, should in time result in a noticeable and sustained improvement in residents' experience, reflecting the intention and ambition of the leadership team. Many of these actions started following the announcement of this investigation or remain in development. This means that we have not yet been able to see evidence of significant notable improvement from our casework determinations.

The landlord has put in place new structures, frameworks and systems to try to improve service delivery.

However, the missing piece is understanding whether that translates into practice at the front line that is consistent with the leadership team's ambition, intention, and expectations to improve resident experience. We have seen this lack of translation into practice in the management of policies and procedures. We have also seen inappropriate informal processes impacting residents being followed without any written procedure. The leadership and governing body should seek ways to promote and embed a positive complaint handling culture, setting the right tone and behaviours to encourage learning from complaints.

Similarly with record-keeping: the software systems are there now, but the question is whether they are being used properly in day-to-day practice. The lack of structured quality assurance processes means this issue has not been addressed and repeatedly arises in cases we see. Induction programmes are necessary, but so is active ongoing expectation-setting, quality assurance processes, and performance-monitoring in key areas negatively impacting high quality service provision.

Professional curiosity is key. Structured quality assurance checks which are repeated regularly and connected to performance objectives, together with management information which is truly informative on the issues that matter for resident experience, is an area that the landlord needs to do more work on. It is not enough to put high-level systems in place. It needs to check, regularly, that they are working as intended and take action if they are not. Knowledge among staff about

how to meet leadership expectations (for example, knowing what a good note of a telephone conversation looks like) should not be assumed. Management information should be designed to give a relevant, accurate picture that can lead to action.

There are several aspects to the landlord's approach to complaint handling – from its definition of a complaint through to providing appropriate redress – which indicates the landlord still has steps to take to establish an open, positive complaint handling culture throughout the organisation. At the moment, there is an apparent disconnect between the stated leadership intention and the day-to-day operational work impacting residents: it appears that the intention is not always being embedded, and that equally the leadership team may not always be requesting or accessing information that would highlight this. We are concerned that issues are considered as isolated examples, rather than patterns and root causes being fully explored.

We have also seen that the landlord's service failures can contribute to increased tensions where its relationship with a resident is already complex. This can then be compounded further by the landlord appearing reluctant to provide appropriate redress. If the landlord misses or undermines its own opportunities to contribute to repairing or restoring the relationship then it increases the risk it will deteriorate further, sometimes becoming unrecoverable. This in turn results in a negative impact on the landlord, its staff, and the resident. Where a landlord has provided poor service to any resident, a focus should be on opportunities to offer meaningful redress. We understand there needs to be a careful individualised balancing between fulfilling its obligations as an employer when managing complex relationships with a resident, but it must ensure it delivers on its obligations as a social housing provider.

## Recommendations

Within one month the landlord should provide the Ombudsman with an action plan setting out how it intends to meet the following recommendations. We will review progress against these during the post-report monitoring period.

## **Complaint handling**

1. Work with the Housing Ombudsman to ensure its complaints policy and related documentation aligns with the provisions of the Code, to help remove barriers and embed a positive complaint handling culture.
2. Ensure that policy and procedure documentation is clear and consistent about when a service charge enquiry becomes a complaint, including appropriate signposting to the complaints procedure.
3. Take steps to ensure post-ICP compensation criteria and process is consistently applied to all cases, with a full explanation and breakdown of the basis for any additional compensation offered after the ICP is complete.
4. Improve the determination review process to ensure all failings we identify in determinations are considered, and any specific actions and learning outcomes are included in follow-up correspondence with the resident.

## **Repairs**

5. Research and analyse the causes of wasted appointments and create an action plan seeking to minimise these.
6. Update the damp and mould policy and procedures and supporting documentation to:
  - a. be clear which job role communicates specific information, and when, to the resident
  - b. introduce early risk assessment for reports of damp and mould that includes relevant vulnerabilities, and triage criteria

## **Service charges**

7. Ensure there are systems and processes in place so that residents receive a timely and sufficiently detailed answer to their service charge enquiry.



## **Cross-cutting issues**

8. Review and change its management information reporting to ensure it is helpful in understanding resident experience and identifying areas for improvement.
9. Train all relevant staff and contractors on what good record-keeping looks like in their role, in particular how to document conversations, assessments, action plans, and the reasons for decisions.
10. Implement a structured quality assurance process on good record-keeping, including pro-forma documentation, linked to performance objectives particularly for complaint handling staff, repairs operatives, and other customer facing teams.
11. Review the systems for developing, reviewing, storing, and sharing policy and procedure (and supporting documents), to ensure that staff can find and use consistent, relevant, up-to-date documentation which supports them in delivering services.

# Statement from Hyde Housing Association

We recognise that we haven't always met some of our customer's expectations, and we apologise to those customers where we could have done things better. We know the impact this can have and are committed to learning from these experiences to ensure we do better in the future.

While challenges remain for charities like Hyde, this report recognises our ambition to continue evolving and improving our services. We are determined to uphold our responsibility to deliver homes and communities that meet the highest standards.

Providing homes and communities that people are proud of is central to everything we do. Over the past two years, we've taken significant steps to improve our services and strengthen relationships with our customers to achieve better outcomes.

This includes increasing investment in customers' homes and adopting a more localised approach. We're also supporting customers online to help them manage their homes more conveniently, alongside the launch of our new Customer Service Centre, which is enabling our colleagues to resolve around nine in ten customer enquiries at the first point of contact.

To ensure timely resolutions, we've also doubled the number of colleagues handling complaints and brought our repair service in-house. As a result, the typical response time for repairs is now around just three days.

We've engaged with the Housing Ombudsman Service throughout this process, sharing extensive information about the changes we've made. We value timely actionable insights and remain committed to engaging with them as we continue to further embed meaningful long-term improvements.

## Annex A – list of cases<sup>4</sup>

Our decisions are published to our [online casebook](#).

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202120154		Pest control Complaint handling			
<a href="#">202109988</a>		Complaint handling Leaks, damp and mould			
<a href="#">202121168</a>		Repairs	Complaint handling		
<a href="#">202127631</a>		Leaks, damp and mould Repairs Communal areas			Complaint handling

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<sup>4</sup> 2 additional cases not listed here are included in the analysis and the figures contained within the report. At the landlord's request, and after careful consideration, references to those 2 case numbers have been removed owing to the specific circumstances.

<b>Case reference number</b>	<b>Severe maladministration</b>	<b>Maladministration</b>	<b>Service failure</b>	<b>No maladministration</b>	<b>Redress</b>
<a href="#"><u>202125853</u></a>				Defects	Complaint handling
<a href="#"><u>202100383</u></a>		Complaint handling Repairs			
<a href="#"><u>202200830</u></a>		Complaint handling Leaks, damp and mould			
<b>202014409</b>	Noise	Complaint handling			
<a href="#"><u>202209517</u></a>		Information held on file	Repairs		
<b>202201788</b>		Leaks, damp and mould	Complaint handling		
<a href="#"><u>202109935</u></a>		Service charges Complaint handling			

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
<a href="#"><u>202014780</u></a>		Repairs Leaks, damp and mould Heating and hot water	Repairs Defects Complaint handling Information held on file	Repairs Cyclical works Defects	
<a href="#"><u>202102289</u></a>		Communal areas Complaint handling Fire safety	Complaint handling	Fire safety	
<a href="#"><u>202114946</u></a>		Complaint handling		Major or planned works Structural safety	Service charges
<a href="#"><u>202206410</u></a>			Repairs Complaint handling	Staff conduct	
<a href="#"><u>202017270</u></a>		Complaint handling Repairs Grounds maintenance			

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202203653				Grounds maintenance	Complaint handling
<a href="#">202116942</a>			Complaint handling		Complaint handling
202118952	Leaks, damp and mould		Complaint handling		
<a href="#">202200018</a>			Service charges Complaint handling		
202103786	Complaint handling Leaks, damp and mould	Repairs			
<a href="#">202206474</a>	Leaks, damp and mould	Complaint handling			

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202117735	Leaks, damp and mould	Complaint handling			
<a href="#">202216788</a>			Repairs Complaint handling		
<a href="#">202114466</a>		Complaint handling Repairs			
202116421	Complaint handling Accessibility/awareness	Staff conduct Record-keeping			
<a href="#">202126628</a>		Service charges	Complaint handling		
202015459					Major or planned works Complaint handling

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202124062			Repairs Complaint handling		
202118114		Complaint handling	Aids and adaptations		
<a href="#">202108054</a>		Parking	Repairs		
<a href="#">202204816</a>			Repairs Complaint handling		
<a href="#">202216852</a>		Repairs Complaint handling	Anti-social behaviour	Decants	
202115854		Anti-social behaviour Terms and conditions of occupancy agreement	Complaint handling Confidentiality Service charges		



Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202103353		Repairs Complaint handling			
<a href="#">202115521</a>			Communal areas Complaint handling		
<a href="#">202112348</a>					Communal areas Complaint handling
202207408		Heating and hot water Complaint handling			
202101398		Mutual exchange Heating and hot water Complaint handling	Repairs	Cyclical works Accessibility/awareness	

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
202214254		Service charges			
202211117		Grounds maintenance Service charges			Complaint handling
<a href="#">202221220</a>		Complaint handling	Service charges		
202320282		Repairs Complaint handling			
<a href="#">202228916</a>		Leaks, damp and mould Complaint handling			
<a href="#">202316294</a>		Leaks, damp and mould	Complaint handling		
<a href="#">202301819</a>		Noise Repairs			

Case reference number	Severe maladministration	Maladministration	Service failure	No maladministration	Redress
		Complaint handling			
202229971		Communal areas – use Complaint handling	Service charges		
202337594			Leaks, damp and mould Pest control		Complaint handling
<a href="#">202303768</a>		Repairs Complaint handling			
202301710		Repairs Complaint handling			
202327959					Fire safety Complaint handling
<a href="#">202218277</a>	Complaint handling	Repairs	Major or planned works		

