

**I've been trying to bring a complaint to the housing ombudsman for the past six weeks. I'm disabled and require reasonable adjustments to bring a complaint to the ombudsman. My adjustments were completely ignored and the agent didn't even know what they were. I had to put in an internal complaint within the ombudsman. Ironically I needed adjustments to even do this. The internal complaint is being looked at, but I still haven't had any adjustments to bring my complaint about my landlord. Even more ironic is part of the complaint to the Ombudsman is my landlord failing to also make reasonable adjustments. Can you see how people with disabilities feel trapped and not listened too. Thank you.**

Internally we have a process in place where HOS staff are required to take the details of the adjustments required discuss it with the manager and decide if the adjustment is something we can offer. Where it isn't, we will put other adjustments in place to ensure that you can bring a complaint to the Ombudsman. Where adjustments are in place, our casework system places a 'special circumstances alert' so caseworkers handling the case will know we have agreed to adapt the way we work.

Often the only thing that is required for us to consider a complaint is a copy of the final response, and for the resident to tell us why they don't agree with it by phone, email, or post.

More widely, we have employed an Accessibility and Inclusion Manager to ensure the Ombudsman is as accessible as it can be. This includes reviewing our website and our processes to make sure they are fit for purpose.

### **What's the next steps of the housing ombudsman is unable to help resolve our complaint?**

Our dispute resolution procedure has three main stages.

- Triage and Mediation: This is where we scope the complaint and decide on whether we can mediate. If we cannot, we will decide on the evidence needed and prepare the case for investigation.
- Investigation: This is where an investigator or adjudicator reviews all the evidence and says if we think the landlord has got things wrong. If it has our Dispute Resolution Principles say that we'll tell the landlord how to put things right, and ask it to learn from the Ombudsman's decision.
- Review: If either party don't agree with the decision and have further points to make or evidence to provide – our reviews team will decide if the Ombudsman's decision should change.

During our process, we're confident we can resolve the complaint. We have a wide range of powers (para 54 of the Scheme) which means we can order the landlord pay compensation, do works, not do works or take other such reasonable steps. Based on this we're confident that most complaints are resolved via our Dispute Resolution process.

If either party feel the dispute remains outstanding they may wish to consider court or tribunal proceedings. But they would need to take legal advice on that – depending on what the issue was.

But the Ombudsman is here to ensure as best as possible that residents don't have the expense of having to go to court to get a fair outcome.

If the complaint is outside our jurisdiction, you may be able to take your complaint to the courts.

### **How many chances do I give my landlords to put a repair right?**

We know that sometimes things can go wrong and we would expect residents allow the landlord a fair chance to put things right first. What is reasonable depends on the type of housing issue.

In repairs cases, the landlord's internal repairs policy should say how long it has to repair an item. These are usually broken down into urgent or emergency repairs – which require immediate action. Such as uncontrollable leaks, broken windows or front doors not being secure. This may result in a temporary fix and for a full and effective repair to be completed a short time after.

Routine repairs – are repairs that are not urgent. Usually, appointments should be agreed between the landlord and the resident. We'd say, depending on the type of repair, the landlord should take no more than 4 weeks to complete these.

In damp and mould cases – we would expect landlords to take a risk-based approach and consider the impact to the resident.

Lastly is planned maintenance: This is the renewal of windows and doors or new kitchens or bathrooms for example. The Decent Homes standard explains when homes should have kitchens/bathrooms and windows renewed. In most cases, landlords will consider their budgets and plan this work based on buildings most in need in that financial year.

If the landlord doesn't meet its own timescales, that would be cause to complain. If the landlord has repaired the item and there are still problems with it, that may be grounds to complain.

The Ombudsman sees the complaint procedure as a final chance for the landlord to put things right where they have gone wrong. So if things have gone wrong, you can raise a formal complaint for the landlord to put things right. If, by the time it issues its final response, you are not satisfied things have been resolved – you can ask the Ombudsman to independently investigate your complaint.

**Summary answer:** You must give your landlord the opportunity to put a repair right. Most landlords set out in their repairs policy how long a repair should take. If you're unhappy with how that repair has been dealt with, you can make a stage one complaint to your landlord.

**I'm aware of 2 shared ownership flats in my building being sublet against the terms of our lease (for 10+ years). NHG have declined to act on other residents' complaints about this on the grounds that it's not anyone else's concern. Is that something the Ombudsman can help with?**

Leases will set out if residents are permitted to sublet or not. Some terms say that there is no right to sublet unless it is with the landlord's express permission. Some terms go further and say that a landlord may not unreasonably withhold consent.

So it is important to look at the specific terms of the lease. The landlord will know the full reasons it may have agreed to the subletting.

The Ombudsman expects landlords to retain discretion in these cases. Where a resident is in financial hardship, for example, a landlord should fully consider a request to sublet.

If you're not satisfied with how the landlord has responded to your concerns about neighbours subletting, you can raise a complaint. If you're not satisfied with how the landlord responds – you can ask for a final response and refer it to the Ombudsman.

The Ombudsman does not investigate complaints where there is no adverse affect to the person complaining.

But, we can investigate this type of complaint generally. We will look at your concerns and the landlord's reasons for allowing subletting. We'll weigh that in balance to decide if the landlord is at fault.

**When I spoke to the Ombudsman I was told that they needed fees up front to explore my complaint which was about Major Works fees which had been erroneously paid by NHHO in 2018 without letting us know as fees were to be paid at the end works in 2021. We paid in full the invoice but the original prepayment did not come back to our account. We contacted Westminster CC re this I found that we are in credit in our Major Works account and I am now trying to get NHG to engage with us to get back the credit. If they do not engage how would the Ombudsman be able to help?**

The Ombudsman does not charge and we're free for residents to use.

In terms of your credit with Westminster, we see complaints all the time that relate to landlords' interaction with third parties.

In this type of case, we would look at the terms of the lease and any head lease the landlord had with the council. If there is a contract between the landlord and the council in respect of services and service charges – then we would expect the landlord to take reasonable steps to have this money returned.

In some cases, surplus payments can be retained and off-set against future service charge liability.

The Ombudsman could investigate this type of complaint and we could order the landlord to take steps to have any surplus returned to the service charge accounts or reserve fund – depending on what the lease and head lease said.

**Are there any situations where is it not a question of 'unfairness' but basically a HO breaking the law - hence it is a black and white issue. Example - NOT providing reconciled accounts for service charges for several years. What is the position of the Ombudsman on such situations?**

Our Scheme rules set out how we investigate. Paragraph 52 of the Scheme says that we look to see if the landlord has kept to the law, its policies and procedures and best practices.

We have seen cases where landlords have not provided service charge information in a timely way or in a format which is understandable and accessible. If a landlord had not provided service charge accounts as it was required to under the lease for a significant period that is likely to be maladministration. However, we would look at all the facts of the case to arrive at a decision.

**Does the Ombudsman maintain oversight of all issues reported about a particular landlord in order to take further action if they are deemed to be inadequate? Or is there a separate regulatory body?**

The Ombudsman uses a number of methods to monitor emerging themes and issues across the sector or with certain landlords. Internally we have an intelligence log where all caseworkers add information about landlords or certain complaint issues. We review our data to see how many landlords have high-risk cases or how many findings have been made against them.

Paragraph 49 of our Scheme rules states that we can look wider than an individual complaint to a specific landlord. We have done this now with Clarion, Lambeth and Birmingham. Our report on L&Q was recently in the press.

Where there is a specific issue affecting the whole of the sector – we often do Spotlight reports. For example, our Spotlight on Damp and Mould was one of the first of its kind and we were ahead of the sector on identifying this as a specific issue.

So the short answer is yes.

**What is the process to put a complaint as a group? This option is not clear at all. As a group of residents, we would welcome this to demand reconciled accounts, missing for many years in several estates.**

The Scheme rules state who can complain to us. Paragraph 25 of the Scheme states that individual residents can complain to us.

However, paragraph 26 of the Scheme gives us two ways in which we can conduct 1 investigation which equally affects a number of residents.

The things we need to see are:

- All residents have appointed a single lead complainant who can bring the complaint to us. (We would expect to see each resident signing a complaint form or other mandate that includes their name, address and contact details and appoints the lead complainant as their representative).
- All residents who are joined in on the complaint are affected in the same/similar way. For example, if it is a complaint about a broken lift – those on the ground floor will not be affected in the same way as those on the 8<sup>th</sup> floor. Tenants who may pay a fixed service charge for lift repairs may not be affected by leaseholders who will be responsible for a large proportion of the costs. So we have to weigh each case on its circumstances.
- Lastly, we would need to see that the landlord had responded to each complainant via the complaint procedure or had issued a complaint response to the group.

In most cases, residents should not need to bring group complaints in this way. If we are informed that other residents are affected in the same or similar ways in the block we can make wider orders or recommendations to ensure that the landlord redress all those residents that have been affected.

We would always expect landlords to consider our decisions and look at how they apply to other residents; this forms part of 'learning from outcomes'.

Our new powers under the Social Housing (Regulation) Act 2003 – allow us to make wider orders. So we are looking at how we will implement this.

**Many complaints are due to service charges and lack of information and accountability. I understand the Ombudsman can't comment on value for money, but as I understand it, the Ombudsman cannot (or does not) offer forensic accountancy services where the service charge numbers presented to resident do not appear to be properly accounted for. The issue remains with the residents to go it alone to a First Tier Tribunal without help or support. NHG know this is daunting and therefore residents often just give up.**

Our rules say that we won't investigate complaints about the level or increase of a service charge. Outside of this, we can investigate complaints about the information provided. We rely on the evidence provided by the parties as to why the information is incorrect and can consider this.

Section 27A of the Landlord and Tenant Act 1985 states the tribunal has the jurisdiction to consider the fairness of a charge, including how much is payable and who is to pay it. You can contact the Leasehold Advisory Service which has been set up by the government to help leaseholders. You can book slots with advisers who can go through your concerns with you if you are considering going to the tribunal.

It may be that in future cases that we should order landlords to have an independent accountant review the invoices and accounts as part of our investigation process.

**Would I need to send in all the evidence at the same time when asking for help from you?**

No. When you ask us to investigate, we will only need a copy of the landlord's final response and details on why you don't agree or think the decision is incorrect.

Once we have this information – our Triage and Mediation team will decide what evidence we need to investigate the issues. They will write to you and the landlord and say what we need. You can also provide what you think is important to us. It will help us if you tell us why the evidence is important and relevant to your case.

### **Does the Ombudsman deal with the management companies directly that manage the estates on behalf of NHG Leaseholders?**

The government's redress (managing agent/letting agents) regulations requires those involved in property management or letting agent work to be a member of a redress scheme if they are not a member of the Housing Ombudsman Scheme. There are two main schemes the Property Redress Scheme and the Property Ombudsman.

The Housing Ombudsman was set up to resolve disputes between social housing providers and tenants/leaseholders. Where a provider of social housing is also a managing agent – we may have the power to investigate that agent (but only if it is a member of our scheme).

If the managing agent was engaged by the social landlord (i.e the member of our scheme) then we still may be able to look at the complaint about the landlord. This is because we deem the landlord responsible for all acts of its agents. But we would have to be satisfied that the managing agent contract was between your landlord and the managing agent.

### **Who awards compensation? or do you need to ask for this in your complaint**

If this is in reference to landlords, we expect them to have a compensation policy and there should be no need for residents to explicitly request this. If the matter is subsequently brought to us, we will consider whether the landlord awarded compensation and the appropriateness of the amount.

We have an internal remedies guidance for caseworkers to follow. There is no need for a resident to ask us to consider compensation as we do so as a matter of course.

Landlords have the discretion to award compensation via the complaint procedure. Our Complaint Handling Code and the Dispute Resolution Principles require landlords to be fair, put things right and learn from outcomes.

When the Ombudsman investigates, our role is to decide if the landlord was responsible for maladministration or service failure. If it is, then we will decide how the resident can be put back into the position they should have been in had the error not occurred.

Sometimes this is not fully possible – so the Ombudsman can award compensation to recognise the impact on the resident.

**Will the Ombudsman accept a complaint brought after 12 months from the final response from the landlord. If yes, what type of circumstances would be eligible.**

Most dispute resolution procedures have time limits and the Housing Ombudsman is no different in that regard. For example, some court proceedings like judicial review or discrimination claims have a 3 or six-month limit to make a claim.

In order for resolution to be effective, the complaint should be raised promptly with a landlord and brought to the Ombudsman as soon as possible. The longer the period between the complaint issue and the Ombudsman's investigation the less effective resolution might be.

So our Scheme says we may not investigate a complaint brought to the Ombudsman more than 12 months after the final response. However, we will always look at the reasons for the delay. If we think the reasons were outside the resident's control we should always see if we are able to investigate.

**Before we can go to the tribunal regarding service charges the service charges must make sense (add up). If the service charges can't be shown to add up, or even the services provided be defined or itemised then how can we go to the tribunal over specifics... the issue is, there are no specifics... to put it another way, we are being charged for something undefined. Our development suffers from being part of a larger private development and we are billed with 3rd party service charges that are undefined. If they are undefined, we don't know what we are paying for, therefore we don't know what service we should be receiving.**

The Ombudsman expects service charge information to be clear to residents. We expect service charge staff to be able to explain charges in a clear and simple way. We recognise that service charges and accounts are not always clear and this is an emerging issue that we are considering further.

It is important to remember that for variable service charges, you have the right to ask the landlord for a full breakdown and the invoices on how it has arrived at those charges under the Landlord and Tenant Act 1985. This is to allow you to work out what you are paying and whether the charged has been apportioned in accordance with your lease.

We would say you should ask your landlord for a full explanation if you don't understand what the charges are for. You can ask for invoices.

If the information is not helpful or forthcoming, then you can raise a complaint. If you are not happy with the decision, you can ask us to investigate the administration of the service charges. We can look at whether the landlord gave clear information about the charges and provided relevant information in a timely way. We cannot calculate the charge for you, however, as it would be for the First-Tier Tribunal to decide what charge is due if there was a dispute (variable charges).

It is important to remember that the FTT only deals with variable charges. The court deals with charges which are fixed.

If you are not sure and need some specific advice on your case, you can consult with the Leasehold Advisory Service.

### **How many cases are the Ombudsman handling against NHG and what is the main nature of those cases?**

- 317 open cases at Dispute Support or beyond (excluding enquiries).
  - Top five categories: General repairs, leaks/damp/mould, general complaint handling, delays in complaint handling. service charges
- 156 are duly made and awaiting investigation.
  - Top five categories: General repairs, leaks/damp/mould, delays in complaint handling, general complaint handling, service charges / ASB (tied for fifth place).

### **Shouldn't the HO require HA's to declare the number of Court Cases brought each year by dissatisfied residents?**

If we thought this was relevant to a complaint we were looking at or a paragraph 49 investigation we could ask the landlord.

The issue at the moment is that private registered providers of social housing are not subject to the Freedom of Information Act 2000 in the same way as councils are.

That means a tenant of a council could ask how many claims in court had been made and how much that had cost. If the tenant was not happy with the answer they could ask the ICO to intervene.

Whereas tenants and leaseholders of the Housing Associations do not have that right. The Ombudsman will soon be introducing the Access to Information Scheme (ATIS) which will allow residents of housing associations to make a freedom of information-like request and if the answer is not forthcoming, they can come to the Ombudsman for a review.

At the moment, residents can review the annual statements of landlords – which should set out their expenditures on different items. Under the Regulators standards leaseholders and tenants should be able to be involved in scrutiny – so if the landlord has a scrutiny committee – you may be able to ask it to scrutinise that information for you – depending on the landlord's scrutiny procedures.

### **How does the HO measure its own performance and how does it compare with the Legal route?**

The Ombudsman sets KPIs and is answerable to the sector and the Department for Levelling Up, Housing and Communities. We constantly measure ourselves against our KPIs as well as the expectations of landlords and residents. We allow full consultations on our business plan.



In terms of our dispute resolution procedure and the court process; this is difficult to assess for a number of reasons:

- The use of the pre-action protocol can mean claims are settled before proceedings are issued
- Whilst the Ministry of Justice can show how many housing-related claims are issued – the time taken from issue until trial is often protracted and it is difficult to get a general idea of when claims are resolved or final judgment given. In addition some claims are abandoned altogether.

When we compare the two services, the key points we think are important are:

- The court process is complex and often requires a trained legal professional to be involved. This usually increases cost.
- The court process is costly. Not only is there solicitor fees but court fees to issue, allocation fees and hearing fees. Any applications made during the legal proceedings usually require a fee to be paid.
- Even if a tenant can get a no win no fee solicitor, the solicitor's firm can take up to 25% of any compensation at the end of the process.
- The remedies are often limited and specified.
- It can taken anywhere between four months to 3 years for a claim to be fully resolved – depending on its complexity.

The Housing Ombudsman, on the other hand:

- Is free for residents
- We are relatively informal – which means there are no complicated court procedures
- We don't just decide on the legal principles – we look beyond that and see what is fair
- We have a wide 'menu' of remedies.
- You (residents) get to keep all compensation without any deductions.
- We allocate cases based on risk to the resident.

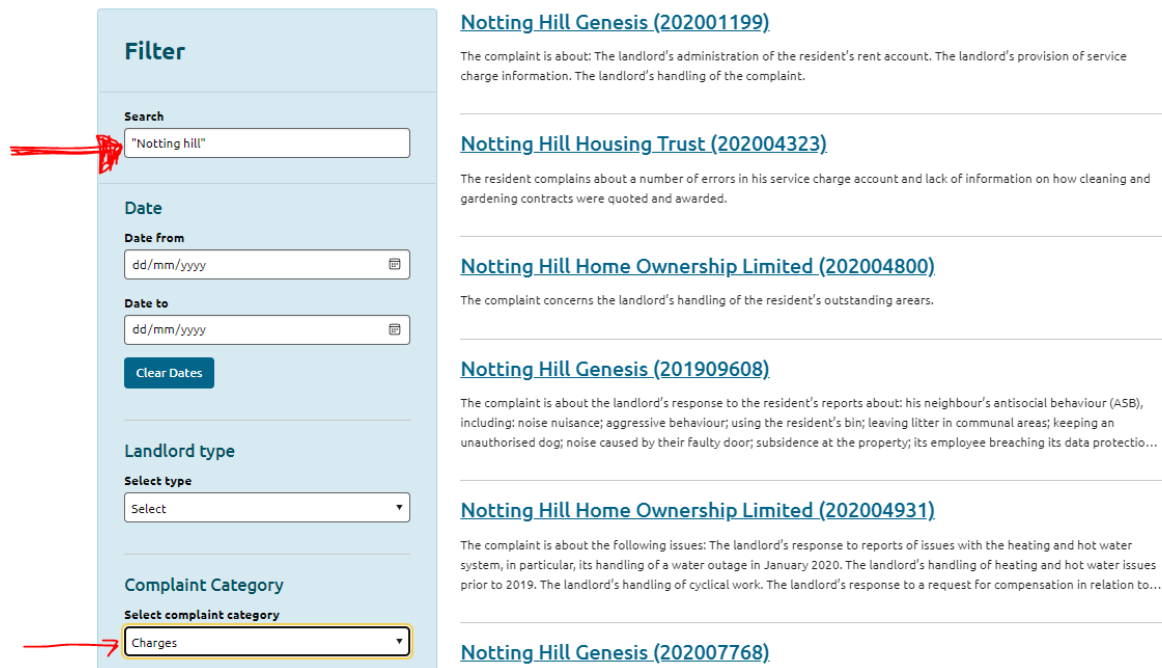
**The HO's Decisions Archive is unhelpful in its present format. It is not possible to sort the information to trace a particular Landlord and therefore impossible to find the worst offenders. Much more detail is required in terms of time taken to resolve cases and the amount of compensation awarded. It would be facilitate analysis if the archive could be copied into Excel. Does the HO have any plans to upgrade the Archive and make it more user-friendly?**

As well as our decisions archive, we also publish our annual review of complaints. As part of that we list the worst offending landlords and other data of this nature. At the same time, we publish all of that year's landlord reports, which show you any landlords performance data over the past year. We will take your suggestion on board for this year's publications (which should be around October).

Searches can be made by landlord if you search the landlord's name in speech marks. You can then select the complaint category and this will bring up complaints about that specific landlord that have the defined complaint category.

## Decisions

All our decisions are published here as part of our commitment to being open and transparent. The decisions are anonymised so residents' names are not used, but landlords are named. The decisions date from December 2020 and are published three months after the final decision date. 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. You can read more in our [guidance on decisions](#).



**Filter**

**Search**  
"Notting hill"

**Date**  
**Date from**  
dd/mm/yyyy  
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**Landlord type**  
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**Complaint Category**  
**Select complaint category**  
Charges

**Notting Hill Genesis (202001199)**  
The complaint is about: The landlord's administration of the resident's rent account. The landlord's provision of service charge information. The landlord's handling of the complaint.

**Notting Hill Housing Trust (202004323)**  
The resident complains about a number of errors in his service charge account and lack of information on how cleaning and gardening contracts were quoted and awarded.

**Notting Hill Home Ownership Limited (202004800)**  
The complaint concerns the landlord's handling of the resident's outstanding areas.

**Notting Hill Genesis (201909608)**  
The complaint is about the landlord's response to the resident's reports about: his neighbour's antisocial behaviour (ASB), including: noise nuisance; aggressive behaviour; using the resident's bin; leaving litter in communal areas; keeping an unauthorised dog; noise caused by their faulty door; subsidence at the property; its employee breaching its data protection...

**Notting Hill Home Ownership Limited (202004931)**  
The complaint is about the following issues: The landlord's response to reports of issues with the heating and hot water system, in particular, its handling of a water outage in January 2020. The landlord's handling of heating and hot water issues prior to 2019. The landlord's handling of cyclical work. The landlord's response to a request for compensation in relation to...

**Notting Hill Genesis (202007768)**

**How is it possible that an organisation such as NHG is able to avoid producing reconciled accounts for 5 years? And consequently no receipts either?**

We cannot answer for specific cases or the landlord.

What we can say is that if your lease requires audited accounts and it has not followed its policies and procedures – you should raise a complaint. Once you have your final response, we can look at:

- What was the obligation on the landlord in respect of auditing accounts?
- Has the landlord complied with that obligation?
- If it has not, what has the impact been on the residents affected?

If we find wrongdoing, we can order the landlord to take the steps it should under the lease or its policies.

**How is the ombudsman funded? And does it have enough funds to cover the workload?**

Our funding is set out in our Funding Arrangements in Part 1 of the Housing Ombudsman Scheme (from paragraph 19).

Paragraph 19 of the Scheme states:

*“The Scheme will be financed by a subscription payable on demand to the Ombudsman by each member. The total amount to be recovered from members will be decided by the Ombudsman and is payable on demand”*

Para 21 states:

*“The basic principle for calculating the subscription is that each member must pay an amount decided by reference to the number of units of accommodation covered by the Scheme which it owns or manages.”*

We set our fee based on projecting the likely increase in our workload. So the more complaints we see means it is likely the fee will increase in the coming years – because that will be an indicator that complaints being brought to the Ombudsman will increase. We have seen a steady increase in the number of complaints referred to the Ombudsman in the past five years.

Landlords have to pay the fee whether or not any complaints are referred to the Ombudsman and whether or not we uphold a complaint.

### **What guarantees are there that housing associations follow the decisions and recommendations by the Ombudsman?**

At the conclusion of the complaint the Ombudsman can make **orders** and **recommendations**.

Paragraph 56 of our Scheme states that landlords **must** provide evidence that they have complied with our Orders. That means they are binding. Our figures show that most landlords comply with orders within three months of the order being made.

If a landlord does not comply with our orders we can:

- Issue a Complaint Handling Failure Order
- Report the landlord to the Regulator or other bodies
- Publish a special report on the landlord (paragraph 60)
- Order the landlord to report on non-compliance in a way the Ombudsman deems fit.

The Housing Act is being amended to allow the secretary of state to create regulations to allow our Orders to be binding in court. This provision is not applicable at the moment though.

Most landlords do comply and comply promptly.

Our recommendations are advisory and not binding. These allow us to make suggestions to the landlord to prevent further complaints from coming forward in respect of the same or similar issues.

**What changes would you like to make to improve the work of the Ombudsman?**

I would like to see a single Housing Ombudsman for all housing complaints irrespective of whether you are in the private or public sector, and irrespective of whether the complaint is about a landlord, managing agent or developer.

**How does the Ombudsman ensure complete impartiality?**

We rely on evidence and consider it from an outside point of view – rather than rely on assumptions or what the parties tell us alone.

Our decisions can also be reviewed by a separate team if either party is challenge the decision.

Our caseworkers who investigate complaints are not connected with the landlords we investigate. Where they live in the same borough or have knowledge of a specific landlord, they are required to sign a conflict-of-interest form. This means they are not permitted to investigate complaints about that landlord.