

Housing

Ombudsman Service

REPORT

COMPLAINT 

Adur District Council

29 August 2023

Our approach

The Housing Ombudsman's approach to investigating and determining complaints is to decide what is fair in all the circumstances of the case. This is set out in the Housing Act 1996 and the Housing Ombudsman Scheme (the Scheme). The Ombudsman considers the evidence and looks to see if there has been any 'maladministration', for example whether the landlord has failed to keep to the law, followed proper procedure, followed good practice, or behaved in a reasonable and competent manner.

Both the resident and the landlord have submitted information to the Ombudsman, and this has been carefully considered. Their accounts of what has happened are summarised below. This report is not an exhaustive description of all the events that have occurred in relation to this case, but an outline of the key issues as a background to the investigation's findings.

The complaint

1. The complaint is about the landlord's handling of:
 - a. The resident's report of an infestation of a mice.
 - b. The associated complaint.

Background and summary of events

2. The resident is a secure tenant of the landlord, a local authority. The tenancy commenced on 19 September 2016 and the property is a flat. Since the complaint was brought to this Service, the resident moved to alternative accommodation on 18 February 2022.
3. The resident has [REDACTED] which the landlord is aware of. [REDACTED]
[REDACTED]
4. On 19 November 2020 the landlord sent a letter to the resident to advise that on 25 November 2020 it was carrying out a survey of the whole of the block in order to look for evidence of mice. It said that it appreciated it was short notice, but it would require access to the property. It invited the resident to contact it if he had any questions or concerns.
5. On 24 November 2020 the resident's [REDACTED] called the landlord in the morning to report a mice infestation in the resident's kitchen. Later that day the resident called the landlord and said:
 - a. He had already reported that contractors had left holes in his kitchen walls and mice were now getting in as a result.

- b. He had to have some of the kitchen dismantled in order for works to be completed. As he was [REDACTED], he was not in a position to do this again and financially could not afford to get someone to do it for him.
 - c. He had been informed that pest control was his responsibility but felt this was unfair under the circumstances. He requested a call back.
6. The resident called again the next day to chase a response. There are no records to show whether the landlord called the resident back.
7. On the same day the landlord's pest control contractor attended to complete an inspection of the entire block. The report said:
 - a. It knocked on the resident's door to inspect but there was no answer.
 - b. There were no obvious entry points for mice.
 - c. Proofing had been carried out to various pipes.
 - d. Pointing around the brickwork at ground level was poor.
 - e. It was significant that external doors were sometimes left open and ground floor balconies had doors left open even in the rain. This would be a possible entry point.
 - f. It was unable to ascertain the full extent of the infestation as many residents were not home or did not answer the door.
 - g. A three-month control programme in the current affected properties along with proofing should be undertaken.
 - h. Avoiding a reinfestation could not be guaranteed owing to the points raised above.
8. On 16 December 2020 the resident contacted this Service, and we contacted the landlord about the complaint. In summary we said:
 - a. The resident had complained about the landlord's response to his reports of mice infesting the property and its handling of his request to repair holes in his kitchen wall left by contractors in July or August 2020. He said that mice were getting in through the holes.
 - b. The resident had also complained about the length of time the landlord was taking to resolve the issues and that it had not considered his [REDACTED] while dealing with his complaint and service requests.
 - c. We asked the landlord to contact the resident for further details of the complaint and resolution sought.
 - d. We suggested that the landlord may wish to consider the following resolution:

- i. The property to be inspected, a schedule of work with completion dates to be provided to the resident and all remedial works be completed within an agreed timeframe.
 - ii. Consider redress for its handling of the repairs and any delays in completing these.
 - e. If the resident was yet to exhaust the complaint process, then to get in contact with the resident to discuss the outstanding issues and provide a written response and ensure this was done within the timescales of its complaint policy.
9. On 22 December 2020 the landlord's pest control contractor attended the resident's property amongst other properties and placed bait in the kitchen. It attended again on 5 January 2021 but was unable to gain access to the resident's property. It returned on 6 January 2021 and reported that some of the bait had been taken but there was still sufficient left for ongoing control of the infestation. It would revisit in four weeks.
10. On 2 February 2021 the pest control contractor visited the resident's property to inspect. It stated that the property was undergoing refurbishment and that there had been some small activity in the kitchen area. It would follow up in four weeks.
11. On 8 March 2021 the resident contacted this Service, and we contacted the landlord on behalf of the resident. We said:
 - a. We acknowledged that a complaint response had been issued on 24 December 2020, but this response was about the adaptations which was a case that had already been referred to this Service for investigation.
 - b. The complaint response did not address the handling of the pest infestation and repair of holes in the kitchen. We asked the landlord to engage with the resident and issue a complaint response on the outstanding issues within 20 working days.
 - c. The response should clarify what stage the landlord was responding to, the finding into how the issues had been handled, detail remedial action and include details of how the resident could escalate the complaint if he remained unhappy.
12. The landlord responded on the same day and confirmed the issues were still outstanding and had not been addressed. It stated that it had started the stage one complaint process.
13. On 29 July 2021 the resident called the landlord and said that the landlord instructed the main supplier of gas to fit new gas supplies for all residents the previous year. This was to ensure everyone was on an individual supply. He was unhappy with the works as the company failed to block holes left after moving the

meter from the hallway to the kitchen and replacing the pipes. He had found mice droppings on the shelf next to the gas meter, and had seen mice behind the meter. He said this was exasperating his health conditions, and he had tried complaining but had not got anywhere. He said this appeared to be an issue throughout the block. Records do not confirm that the landlord returned the resident's call.

14. On 31 August 2021 the landlord's pest control contractor visited the block. The report said:
 - a. It had visited the property previously to carry out rodent control however residents had missed or were not available for the appointments. It only managed two visits and was unable to retrieve the bait boxes at the end, so it was not clear how successful the treatment was.
 - b. There were no obvious entry points around the perimeter of the block but the pointing on the brickwork had eroded to the effect that a "determined" rodent could climb up them.
 - c. Tenants were leaving the main communal door open. This would have allowed mice inside and gaps under residents' front doors were big enough to allow mice in.
 - d. There was a build-up of rubbish in places and pictures were attached. There was a hole in the brick work outside the resident's property but inspection of the brickwork behind the rubbish was not possible.
 - e. No further treatment was done as no residents answered their doors.
15. On 23 September 2021 the landlord visited the resident. The resident told the landlord that mice were getting through a gap around a pipe and possibly through the vent in the area to the side under the kitchen sink.
16. Internal email correspondence dated 1 October 2021 attached photographs from the visit of 23 September. The landlord said:
 - a. Pest control was required to treat the mice.
 - b. The property was [REDACTED], and this would need to be addressed to facilitate the pest control treatment. It was likely that mice were nesting in piles of undisturbed possessions. If treatment was started there was a possibility that the vermin could die under the possessions and cause a further health hazard.
17. On 4 October 2021 the landlord sent a letter to all residents about the storing of items in the communal areas. It stated these posed a health and safety risk and asked that items were removed as soon as possible. It stated that it would

inspect again, and stickers would be placed on items and the cost of removal of the items would be charged.

18. On the same day the resident called the landlord to follow up a visit from just over a week ago. He requested that the holes to the gas pipes be filled as mice were coming into his property via the cavity walls. He said the dust coming in from the walls was exacerbating his [REDACTED], he was seeking legal advice, and wanted a date within the next week as to when the works would be finished. He stated the repairs should be completed despite his upcoming move.
19. On 6 October 2021 the resident called the landlord several times. In summary he said he was emotionally distressed by the letter received dated 4 October 2021 which threatened to remove his belongings from the communal area. He said the landlord knew the possessions were only there due to renovations it had not completed. He also said the landlord had not given him a move date or a solution to fix any of the problems in the property, he had nowhere to put his belongings, and this was explained and agreed during a recent visit by the landlord. He requested a call back.
20. On 7 October 2021 the landlord emailed the resident confirming it had received his telephone messages and had tried to call him twice the previous day and once that day. It asked him to call back. On 9 October 2021 the resident responded and asked if the landlord could deal with the matter via email.
21. On 11 October 2021 the landlord emailed the resident. It said that following its visit it had been advised that items stored outside his home needed to be removed immediately. It was aware that he had stored items to make space to allow it to attend to seal the holes, however during the visit it assessed his home as on the [REDACTED] and there was a necessity to free his home from clutter. It stated the items needed to be removed from the communal area immediately, and offered to clear the items should he wish it to. It said it was chasing an appointment date for it to attend to seal the holes.
22. The resident responded on 13 October 2021 and asked why the repairs had not been completed so he could put his belongings back in his property. He stated the landlord had had weeks to do this since he cleared the space for the inspection and the work to be done.
23. The landlord emailed the resident on 14 October 2021 and said:
 - a. Its maintenance team had visited the resident that day to block the access points to his property to prevent the vermin infestation in his home.
 - b. The next stage in the process was to engage pest control services.

- c. There were concerns that due to [REDACTED] pest control steps could fail. It asked how best it could support him to clear the property in preparation for his proposed move.
 - d. It asked if he could share his current support service contacts so that it could work out a strategy of how to create space in the property.
 - e. If any items were stored in the communal area after 15 October 2021, then the items would be removed as they were a fire hazard. It asked if the items could be removed immediately.
24. Later the same day internal emails evidenced that the resident had contacted the landlord's out of hours team. He said that he could not tolerate the "smell or filth" from the level of the infestation of mice. He had an [REDACTED] and his [REDACTED] was worse. He was advised by the out of hours team that it was not aware of any diseases from mice that would cause this.
25. The resident said he thought that the landlord would block the holes up that day when they visited but it did not. He had taken considerable care to keep the property clean and dropping free.
26. The out of hours team placed him in hotel accommodation for one night but advised that he would be contacted in the morning by its housing team to establish the extent of the issue.
27. Internal emails of 15 October 2021 show that the landlord determined the placement was an exception and that it would not place the resident in the hotel again. It asked its tenancy services team to contact the resident and advise him to contact his GP or A&E if the symptoms continued. It also said that he needed to be advised that any treatment was unlikely to be effective until the property was decluttered.
28. The landlord contacted the resident on the same day. It was informed by the resident that its contractor who attended the previous day did not complete works but completed a further inspection which had already been done. It asked its maintenance team to contact the resident that day to complete the works as agreed. Once this was done it would help to deal with clearance of the communal area, moving home and support issues.
29. On 20 October 2021 the landlord's pest control contractor attended the resident's property. It confirmed that the mouse infestation had returned, and it placed bait points in the kitchen. It stated it would revisit in one week.
30. On 26 October 2021 the resident contacted the landlord. He said he had been advised by Citizen Advice to declare himself homeless. The mice infestation in his flat was causing him [REDACTED], and he was [REDACTED]. He said he was currently sleeping on the floor of a houseboat.

31. On the same day the county council contacted the landlord. It said that the resident had contacted its service about his property being uninhabitable and that he would not be returning to his property that night. It requested a call back.
32. The resident called the landlord On 27 October 2021 and asked for emergency accommodation. He said that his GP and Social Services had said that his property was uninhabitable. On the same day the resident's [REDACTED] emailed the landlord and said that the resident was not [REDACTED] but trying to downsize from his previous accommodation. The issues were due to the pipework and contract as explained when the landlord visited. She asked it not to involve Social Services.
33. Internal emails of 28 October 2021 show that the landlord had requested contact be made with its pest control contractor as a week had passed since it had done the treatment.
34. The landlord emailed the resident on 28 October 2021. It thanked him for his emails and said:
- a. It was aware that he was contacting several agencies and different departments within the council.
 - b. The pest treatment company would be visiting again to check the baits that had been laid and he would be contacted with a date. The treatment would not be effective if there were so many items in the property that could easily create a nest and provide easy access to food and water source for the mice.
 - c. It visited his property because of the resident's concern about [REDACTED] works done. It agreed that some of the work could have been better but it did not make the property unsafe or unusable. The property should not have been [REDACTED] as the bathroom was too small to allow the [REDACTED] recommended by [REDACTED]. For this reason, it had agreed to offer an alternative property which was now being [REDACTED]
 - d. If the mice infestation in his current property was not properly treated, It would move with him into the new flat. Keeping belongings outside created a suitable warm place for the mice to nest as the weather got colder. The infestation would continue when he moved the items in doors. It could also cause a bigger infestation as the items left outside enabled the mice to multiply.
 - e. As it was already [REDACTED] another property it would not carry out any further work on his current property. It had asked all current [REDACTED] him to work together to support him to deal with the infestation and help him prepare for the move to the new property once the [REDACTED] were complete.

- f. As no repair works were planned it was important for him to remove the items he had stored in the communal area.
35. The resident responded that the holes were still left where he had told the landlord they were. He said he would ask [REDACTED] to take some photos as he was unwell, and these would be sent to all agencies later that day. He said the landlord had not completed an inspection despite many requests from him that week. In a second email he requested that someone attend that day to make good the gas pipework as it was access to the property for mice. He asked for this to take place after 2pm as [REDACTED] would be present and would be able to facilitate access.
36. Later that day internal emails show that a local councillor contacted the landlord to ask if the resident had a social worker. The email stated that its repairs team had confirmed that the proof work had been completed around the gas meter, and that all holes had been blocked with wire wool, mesh, and "fila". The landlord also contacted [REDACTED] who advised that the resident was on a waiting list to be re-assessed.
37. Also on 28 October 2021 the landlord's pest control contractor visited the property. Its report said:
- a. Initially the resident refused entry as he had forgotten there was another appointment that day. The resident then called the contractor as he was leaving and asked him to remove the bait points as he said the bigger mice were dying in his flat which was causing his [REDACTED] to flare up.
 - b. The mice had not taken any of the bait points in the last week indicating that there were no mice in the property. The resident did point out some old mouse droppings, but it was difficult to say how old they were as droppings dried up quickly. The resident also misidentified some old food waste as mouse droppings.
 - c. The resident said that the proofing work required around the gas meter had not been completed and there was no point in any further treatment until the landlord had completed the works.
38. On 29 October 2021 the landlord met with [REDACTED]. It said:
- a. It was agreed that as the landlord it would engage with the resident to remove the clutter in the property pending the move to alternative accommodation.
 - b. The resident received money each week to arrange his own [REDACTED].
 - c. Clearance of the property had not been achieved as the resident was concerned that there was a continuous flow of dust coming in from the cavity walls which he said rendered his property uninhabitable due to [REDACTED].

- d. A meeting would be put in place to clarify:
 - i. The outstanding repairs.
 - ii. How it would identify the home is uninhabitable. It had previously asked the resident to seek a GP referral, but he had not done this.
 - iii. What actions would be necessary to safeguard the resident's wellbeing.
- e. Once it could address the above it could communicate the decision to the resident.

39. On 29 October 2021 the resident sent photographs of holes around the piping.

40. On 30 October 2021 [REDACTED] contacted the resident by email in response to an earlier phone call it had with the resident. It said that it understood he had stayed in a hotel the night before but had slipped and fallen in the level access shower. He had made the decision to leave and stay with his father but could not remain there. It had contacted his landlord who had advised that emergency housing was not being provided as his property was considered suitable for him to return to. As the situation pertained to his landlord it was unable to offer support to his enquiries.

41. On 1 November 2021 the landlord emailed the resident and all agencies involved including [REDACTED] informing them of the history of the case. It said it would invite them to a multi-agency meeting to discuss and agree how they could support the resident to resolve the issues.

42. On 2 November 2021 the resident asked the landlord to stop writing "false information" about him and sharing it with other agencies. He said he felt upset by what was said in the previous email, and he felt that it should be a simple repair matter.

43. The landlord responded and apologised that he felt the information shared was incorrect. It said the information shared was based on observation from a previous visit and the emails both the resident and other agencies had shared. It also explained the concerns it had for his safety and his health.

44. The landlord said its aim was to support the resident to enjoy his accommodation. It had visited the property twice and filled up the holes that had been pointed out. It had been told by its pest control that none of the baits had been taken which indicated that no mice were in the property. As the resident had asked it to remove all the bait points there was no other way to treat the mice. It had copied the resident into the emails so that he could see that all agencies were trying to help as best they can.

45. The multi-agency meeting went ahead on 15 November 2021. Two friends of the resident also attended but the resident did not. In summary the minutes of the meeting recorded that:

- a. The resident was paying for alternative accommodation because he considered his property was uninhabitable despite housing affirming that it was suitable. He had to leave that accommodation on 17 November 2021.
- b. Serious concerns were raised about the resident's wellbeing. He did not have any [REDACTED] currently and there were concerns about his ability to find appropriate [REDACTED].
- c. The resident was on a list to be allocated a [REDACTED].
- d. Consideration was given to the landlord providing temporary accommodation after 17 November 2021 as a short-term measure. There were concerns about finding appropriate accommodation with short notice given the [REDACTED] needs of the resident. It was agreed to try to support the resident to return to his property for the short term as this had already been [REDACTED]. It agreed that the support would include removing a significant amount of the [REDACTED] within the property and the communal area as this would improve his [REDACTED] and safety in the short term, and make the property easier to clean.
- e. Actions were agreed which included:
 - i. The resident's friends to provide a list of the repair works that were still outstanding and to speak to the resident about moving most of the items in his flat into storage in the short term.
 - ii. Arrangements to be made for the resident to be prioritised for allocation of a [REDACTED] and referred to the [REDACTED] so that a case review could take place as soon as possible.
 - iii. [REDACTED] to see if it could assist the resident with de-cluttering and cleaning the bathroom and kitchen, and to support him to travel back to his property.

46. On 15 November 2021 the resident's friend emailed the landlord with a list of matters that needed to be addressed. The list included the filling of the holes in the cupboard where the old gas supply had been located. It also stated that mice droppings had been found there. The landlord responded advising there may not be sufficient time to get all actions completed prior to the resident returning.

47. On 16 November 2021 the resident said that the last time he had tried to sleep in his property he had a severe [REDACTED]. He attached a letter from his GP dated 26 October 2021 which he said he had already forwarded to the landlord. The letter stated that he had symptoms that presented rapidly after being in his home. This would suggest that along with the mouse infestation being unsanitary it was also provoking an allergic reaction.

48. Further email correspondence indicates that the resident was then placed in temporary hotel accommodation by the landlord. It is not known what date he was placed in temporary accommodation.
49. On 19 November 2021 the resident was allocated a [REDACTED] who emailed him to introduce herself. In the email she stated that the newly identified holes had been filled by the landlord the previous day but that the landlord would not be able to identify further issues until some of his belongings were cleared.
50. On 25 November 2021 the resident contacted this Service. We then contacted the landlord on the resident's behalf and said:
- a. The resident had stated that he had raised a formal complaint but had not received a written response.
 - b. We provided details of the contact we had already made on the resident's behalf in respect of his complaint.
 - c. To date we had not received confirmation that the stage one formal complaint had been provided to us or the resident.
 - d. We requested that a response be provided by 2 December 2021.
51. The landlord responded on the same day and apologised for not responding sooner. It said this was an oversight due to a clerical error which it had now addressed. It said it would collate the communication relevant to the case and update on the current status as soon as possible.
52. On 13 December 2021 the landlord contacted this Service to update. It said the resident was staying in hotel accommodation while it worked with [REDACTED] to make his current home more accessible. The resident would remain at the hotel until 20 December 2021 and move back to his home on 21 December 2021 with support from [REDACTED]. It also said that it was [REDACTED] a larger property for him adjacent to his current property and as soon as the [REDACTED] had been completed, he would be supported by [REDACTED] to move.
53. On 15 December 2021 the landlord issued a stage two response relating to a complaint made by the resident in respect of the landlord's handling of the [REDACTED] and anti social behaviour reported by the resident. In this response the landlord stated that the mice had not taken bait in the property since it was last treated, which indicated that the problem was now eradicated.
54. On 13 January 2022 this Service contacted the landlord. We advised that the update provided was in relation to another case, and explained that the resident had another complaint relating to his reports of a mice infestation and outstanding repairs. The landlord confirmed in an email to this Service on 8 March 2021 that it had registered this as a stage one complaint. The landlord then advised the next

day that in its stage two complaint response in the other case, it had addressed the pest control matter.

55. The resident remained dissatisfied and contacted this Service. He said the problem was not sorted, and holes left by the gas meter had not been filled. He wanted compensation for the cost he incurred for temporary accommodation and distress caused.

Obligations, policies and procedures

56. The tenancy agreement states:

- a. The landlord must carry out the repairs and maintenance it is required to do by law.
- b. The landlord must maintain the structure and common parts of the property in sound repair.

57. The landlord's repair and improvement policy states:

- a. It is responsible for the main structure of the building including roof, ceilings, walls and floors and all communal areas.
- b. Its response times are one day for an emergency repair, seven days for an urgent repair and 42 days for non-urgent repairs.

58. The landlord's safeguarding policy states:

- a. It supports the principle of sharing safeguarding information with other agencies in accordance with data protection requirements.
- b. It is committed to close working with partners in all matters relating to safeguarding.

59. The landlord's complaint procedure states:

- a. A complaint is an expression of dissatisfaction that requires a response about the standards of service, action, or lack of action by the landlord or its staff.
- b. It should aim to resolve all complaints quickly and effectively.
- c. It has a two-stage complaint process.
- d. It should acknowledge a stage one complaint within five working days and provide a full response within 10 working days.
- e. It should acknowledge a stage two complaint within five working days and provide a full response within 15 working days.

- f. It is important to keep the customer informed of the stages in the complaints procedure and to ensure that all timescales for responding to complaints are adhered to.
- g. If the complaint is about a service, the landlord should be clear what it is the customer wants. If it meets its criteria, then it needs to ensure that the resident gets that service.
- h. It should check if there are any previous complaints but do not make assumptions based on the outcome of a previous complaint.
- i. The complaint response should be clear and concise and address all the issues raised in the original complaint.

Assessment and findings

The landlord's handling of the resident's report of an infestation of mice

- 60. The resident has said he considers that the issues affecting the property have impacted [REDACTED]. The resident's description of the impact on him are acknowledged. However, it is beyond the remit of this Service to make a determination on whether there was a direct link between the landlord's actions, and the resident's [REDACTED]. The resident may wish to seek independent advice on making a personal injury claim, if he considers that [REDACTED] has been affected by any action or lack thereof by the landlord.
- 61. This investigation has considered the landlord's response to the resident's reports that the issue was affecting [REDACTED] and whether this response was reasonable in view of all the circumstances. Consideration has also been given to any adverse effect, including distress and inconvenience, which the resident experienced because of any failings by the landlord.
- 62. The landlord acted appropriately by arranging for its pest control to attend the block to inspect when it received several reports of an infestation within the block. A three-month control and proofing programme was appropriately put in place.
- 63. The pest control treatment continued until February 2021 but then there was a five-month gap until treatment was reinstated in August 2021. The resident had complained in March 2021 but did not receive any response. He called again on 29 July to report that there were mice droppings next to the gaps where the old meter was. The pest control report in August 2021 stated that the contractor had only been able to access the property twice previously and had not been able to access since to establish whether the treatment had been successful.
- 64. If this was correct then given the resident's [REDACTED] and the fact that the infestation was affecting the whole block, it would have been reasonable for the landlord to have intervened where access was an issue to enable it to satisfy

itself that the issue was resolved. That it did not would have contributed to the break in the treatment and was a failing in the landlord's handling of the resident's reports of an infestation.

65. There remained a dispute over how the mice were entering the property. The resident clearly had concerns about holes in the kitchen in the first instance and then holes around the gas meter. He raised this on 24 November 2020 and 29 July 2021. The landlord told this Service that the mice were not entering via this point as the gaps or holes did not go out to the external wall. No evidence has been provided to show whether this was explained to the resident. The pest control reports state the specific entry points were unknown but had made recommendations.
66. Regardless of the exact entry points the holes in the walls and around the gas pipes were the landlord's responsibility to repair/ make good once it was made aware in accordance with its own repair policy and the tenancy agreement. If the landlord considered the resident was responsible and it did not constitute a repair, it should have explained this to the resident when he reported it.
67. It was evident that these repairs were causing the resident distress because of his belief that the mice were entering the property via these holes and the impact he said that the dust was having on [REDACTED]. This Service has not been provided any evidence to show that that the repairs to the walls and gaps around the meter were completed. Evidence does show that the holes around the gas meter were still being reported and the landlord visited but failed to complete the repair in October 2021. This was 3 months after the matter was first reported, which was outside the landlord's repair timescales.
68. On 29 July 2021 the resident advised the landlord that the infestation was affecting [REDACTED]. There is no further correspondence to show what happened in the following month and whether the resident was contacted in response to this matter. This was inappropriate, and would have caused the resident further distress.
69. The landlord had however instructed its pest control contractor to visit the resident on 31 August 2021. It was another failed access, but the landlord did then visit the resident itself on 23 September 2021. The landlord stated it visited because the resident had concerns about the [REDACTED] in his property. Given the resident's [REDACTED] it would have been reasonable for the landlord to attend or contact the resident sooner than it did. Particularly as he had expressed concerns about the impact on [REDACTED] in July 2021.
70. Pictures from the visit showed that there was wire mesh and filler around some pipes. It is unknown however whether the landlord or the resident did this. It is also noted that at this point the landlord assessed that the number of items in the

property presented a hazard which needed to be resolved to ensure that pest treatment was successful. It had also appropriately asked the resident to provide details of his support contacts so it could formulate a plan of how these items could be reduced.

71. The resident was clearly distressed by the fact that the landlord attended again on 14 October 2021 but failed to complete the works to block the holes around the gas meter. The resident had moved items around to ensure that these holes could be blocked as they were a cause of concern for him. The landlord provided temporary accommodation that evening as it was out of hours, and it was unable to contact the relevant departments to establish the issues. This was reasonable in the circumstances.
72. The next day the landlord confirmed that the property was habitable and did not agree to extend the provision of temporary accommodation. It is not within the remit of this Service to establish whether a property is habitable or not but to assess how the landlord considered this matter, and how it responded to the resident's concerns that it was not habitable.
73. The landlord advised this Service it had assessed that the mice infestation was not resulting from disrepair so its obligation to provide temporary accommodation did not arise. This view was limited and unreasonable. It would have been appropriate given the circumstances for the landlord to consider the extent of the infestation, the property condition, and the impact this was having on the resident as an individual taking into account his [REDACTED].
74. It is acknowledged that the landlord visited the resident on 23 September 2021 so had sight of the property condition. It said that it had assessed the [REDACTED] within the property, but this Service has not been provided with a copy of this assessment. The pest control contractor had not accessed the property for eight months, so the extent of the infestation was certainly unknown at this point.
75. The resident was also [REDACTED] and [REDACTED] which the landlord was aware of. This Service would have liked to have seen evidence of how the landlord had risk assessed the situation at this point and what referrals were appropriate as a result of this assessment given the resident's own perception of the infestation, his [REDACTED], and distress. That it did not was a failing and delayed the matter for a further few weeks which resulted in the resident leaving the property and having to contact other agencies himself for assistance.
76. The landlord did however ensure that its pest control contractor attended the property five days later and this visit confirmed that the infestation had returned, and treatment commenced. The report itself did not indicate that the property was uninhabitable due to the infestation but as stated above this was not the only factor that needed to be considered to assess the risk to the resident.

77. Ten days later the resident contacted several agencies as he was distressed and did not feel he could stay at the property. The landlord responded appropriately this time and made a safeguarding referral, and it arranged a multi-agency meeting to ensure that all agencies were now involved and a plan to resolve the issues could be agreed. The landlord appropriately contacted the resident to advise what its plan of action was and offered to assist with reducing the [REDACTED] [REDACTED] he had in the property and in the communal area.
78. On 16 November 2021 the resident provided medical evidence to the landlord which he said he had provided before. The medical letter was dated 26 October 2021. It is unknown whether the landlord had sight of this before to enable it to consider this earlier; there is no indication in the evidence provided that it had received this prior to November.
79. This Service acknowledges that the landlord was struggling to get other agencies to assist the resident and was escalating this as a result. At this time, the landlord reasonably considered the impact on the resident and identified that further support was required.
80. Shortly after the multi-agency meeting and as part of the safeguarding issue identified, it was agreed that the landlord would provide a discretionary placement of temporary accommodation. This was appropriate given the other agencies' recommendations and agreed plan of action.
81. Overall, there was maladministration in the landlord's handling of the resident's reports of an infestation. While the landlord appropriately put a treatment plan in place, it failed to appropriately intervene when there were access issues which meant that it failed to satisfy itself that the issue had been resolved. It also failed to reasonably assess the impact on the resident at an earlier stage despite the resident's [REDACTED]. However, once it did, it ensured that matters were progressed with the correct agencies. The landlord failed to acknowledge the resident's concerns about the holes near the gas meter and complete the repair in accordance with its repair policy.

The landlord's handling of the associated complaint.

82. The landlord's handling of the resident's complaint was poor. The evidence shows that in order to have his complaint raised under the landlord's complaint procedure he was required to request intervention from this Service on at least four occasions. This is unsatisfactory as a complaint process exists in order to ensure a resident's concerns are addressed at the earliest stage so that things are put right as soon as possible. The landlord did not do this in this case.
83. The landlord failed to provide any reasonable explanation as to why it chose to depart from its complaint procedure and not consider the complaint at stage one,

despite it re-assuring this Service that a stage one complaint had been raised in March 2021.

84. Furthermore, it took the landlord 12 months to respond to the complaint which is outside its own timescales. This was inappropriate. There is no evidence that the landlord acknowledged or apologised for the delays in its response. This was inappropriate as the delays had been made clear and the impact on the resident was not acknowledged or put right by the landlord. Additionally, the matters complained of were ongoing, and the landlord's delay in considering the complaint meant that it missed opportunities to review its handling of the infestation and repairs, and put right what had gone wrong.
85. The landlord's complaint responses did not show that it had investigated the resident's complaint reasonably, or that it had addressed all the issues that this Service had made the landlord aware of on behalf of the resident. It simply stated that the pest infestation had been eradicated. The lack of response to the resident's concerns was inappropriate and falls significantly below the standards the landlord has set out in its own complaint policy, and those set out in the Ombudsman's Complaint Handling Code.
86. Taken altogether it is clear that the landlord's poor complaint handling had a detrimental impact on the resident, in terms of the time and trouble, distress and inconvenience he spent trying to pursue matters. It is also clear that the complaint handling failings compounded the failings in the landlord's handling of the infestation and associated repairs. Given the failings identified, the Ombudsman has made a finding of severe maladministration by the landlord in respect of its handling of the resident's complaint.

Determination (decision)

87. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was maladministration by the landlord in respect of the resident's report of an infestation of mice.
88. In accordance with paragraph 52 of the Housing Ombudsman Scheme there was severe maladministration by the landlord in respect of its complaints handling.

Reasons

89. The landlord failed to intervene when there were access issues which contributed to delays in the pest control treatment. It failed to risk assess the impact the infestation was having on the resident at the earliest opportunity despite the resident's [REDACTED]. It failed to complete the repair to the holes in the wall within a reasonable period of time.

90. There were significant delays in the landlord's handling of the complaint. It then failed to acknowledge the delays within its response. It gave no reasonable explanation as to why it departed from its own complaint procedure, and it failed to investigate and address all the issues raised.

Orders and recommendations

91. The landlord is ordered within four weeks of the date of this report to:

- a. Apologise to the resident for the failings identified in this report.
- b. Pay the resident a total sum of £850. This is comprised of:
 - i. £250 for the distress, inconvenience, time, and trouble incurred by the resident as a result of the failings in responding to the resident's reports of a mice infestation in the property.
 - ii. £600 for the distress, inconvenience, time, and trouble incurred by the resident as a result of the failings in the landlord's complaint handling.

92. Considering the complaint handling failings in this case, the landlord should take steps (in the form of a refresher course or workshop, based on the contents of this Service's Complaint Handling Code) to remind its relevant staff of their complaint handling responsibilities and the best practice approaches.

93. Once the above orders have been completed the landlord is to provide confirmation to this Service.