**Putting things right – guidance on remedying faults in service delivery and complaint handling**

Contents

Page 2…… Is a remedy required?

Page 3…… Key considerations

Page 4…… Types/category of remedy

Page 6…… Practicalities of a financial remedy

Page 8…… Appendix 1 – Apologies

Page 10…. Appendix 2 – Recommended values of financial remedy

Page 13…. Appendix 3 – Level of financial remedy within recommended range

Page 15…. Appendix 4 – examples

**Considering a remedy when investigating and responding to a complaint**

This is a summary of the guidance produced by the Ombudsmen. The full guidance can be found [here](https://www.lgo.org.uk/information-centre/staff-guidance/guidance-on-remedies?chapter=3#38%2bAggravating%2band%2bmitigating%2bfactors) (Local Government & Social Care Ombudsman – LGSCO for complaints about most matters including homelessness, Homemove and Emergency Accommodation, but not our landlord functions) and [here](https://www.housing-ombudsman.org.uk/wp-content/uploads/2022/09/Remedies-Guidance-September-2022.pdf) (Housing Ombudsman Service – HOS – only our landlord services, including for leaseholders) – there are subject specific (e.g. ASC, Planning, Housing Repairs etc.) case examples in the full guidance which you may find useful for your area.

If you aren’t sure about a remedy or whether you need to consider providing one, please contact the [Customer Feedback](mailto:customerfeedback@brighton-hove.gov.uk) team for support. A remedy can be offered at any stage of the complaint process – or ideally before something becomes a formal complaint, if we identify that we have made a mistake/been at fault in our service delivery.

**Do we need to provide a remedy?**

* Have we followed all policies/legislation/procedures (including the Customer Promise or other service standards – e.g. replying to written correspondence within 10 working days)?
* Can we evidence that we have followed these? E.g. If when reaching a decision, we are required to consider certain factors – is there evidence that we did consider all factors?

If we haven’t done things in the way we should, or can’t evidence that we have, then this is fault (also called maladministration).

If fault/s are found (no matter how minor), then we must consider a remedy.

**What sort of remedy?**

Personal injustice and/or service failure?



**Key questions when considering a remedy**

* What outcome does the complainant want to achieve by complaining?
* What has gone wrong?
* What is the personal injustice?
* Can action be taken to put the person affected back in the position they would have been in if nothing had gone wrong?
* Is there an actual quantifiable financial loss, such as costs incurred or payments not received?
* On what basis can loss of non-monetary benefit be calculated?
* How severe was any other impact in terms of distress, harm or risk?
* Did the actions or inactions of the complainant or a third party contribute to or lessen the injustice?
* Is there a more appropriate form of payment than cash (e.g. trust fund, annual leisure card)?
* Overall, is the remedy proportionate, appropriate and reasonable?

If you have identified fault, the first consideration is whether action can be taken to put the person affected back in the position they would have been in if nothing had gone wrong.

If this isn’t possible, then you will need to consider an alternative remedy.

Some minor faults can be remedied with an apology however this must meet certain standards for it to be meaningful. An apology may also only form part of a remedy (please see **Appendix 1** for detail about these standards).

**Decision archive with keyword search**

Another helpful resource available from both Ombudsmen are their decision archives – this can really help form a view on a particular case, based on previous ombudsman decisions. The keyword searches are particularly useful.

Housing Ombudsman Service - [Decisions Archive - Housing Ombudsman (housing-ombudsman.org.uk)](https://www.housing-ombudsman.org.uk/decisions/)

Local Government & Social Care Ombudsman - [Decisions - Local Government and Social Care Ombudsman](https://www.lgo.org.uk/decisions)

**Types/categories of remedy**

In order to accurately identify and remedy faults, we need to consider what has gone wrong and what impact it would have had/is having on the customer. Once you have identified the faults and impacts, please see **Appendix 2 & 3** for information about the amounts of money that we should offer for each fault (the remedy should be cumulative, so all faults identified should be remedied and we should be specific about what the amount of money offered is for. E.g. £100 for time and trouble and £200 for distress, plus repayment of extra heating costs and an apology).

Please note that the Housing Ombudsman and the LGSCO have differing levels of remedy, so please ensure that you are looking at the correct table for the type of complaint.

Non Financial Remedies

Apology

* Acknowledging errors
* Accepting responsibility
* Apology directed to the complainant
* Assurance the error will not re-occur, supported by a clear action plan for any changes to process/procedure/guidance that are required.

Review of policy and procedure

* Recommend a review of a policy/procedure
* Review other cases where outcome was similar based on inadequate policy/procedure
* Consider, where appropriate, consulting or inviting specific feedback from affected complaints to inform the review.
* Share the outcome of the review with the complainant (where appropriate)
* Recommend not a full review but a specific recommendation for change
* Where policies and procedures are adequate but staff have not followed them correctly, recommend further/refresher training.

Financial Remedies

Quantifiable Financial Loss

* A complainant may not be able to meet a particular cost, and so may accrue a debt, such as rent arrears, as a result of the fault.
* A complainant may need to borrow money to meet costs, so backdating the payment may not completely remedy the injustice. In such cases, we will take account of the costs of borrowing in our recommendation for a remedy.
* A complainant may pay for a service privately.
* A complainant may have been without services during the period of fault – usually care services – which would have been bought using direct payments.

Distress

‘Distress’ can include:

**> uncertainty**: if, even after taking a view on the balance of probabilities as to the likely outcome, there is still doubt about how the outcome might have been different;

**> raised expectations**: if the council’s actions led the complainant to (wrongly) believe that certain actions or benefits would follow;

**> lost opportunity**: where the complainant was deprived of an opportunity to take action or influence events, and it is likely the final outcome would have been different but for this omission;

**> outrage**: where the complainant has been treated significantly unfairly or the council showed a disregard for proper procedures; and

**> undue significant stress, inconvenience and frustration.**

It is important to consider the **severity** of the distress, the **length of time** involved, **how many people** have been affected, whether the complainant is **vulnerable** (were they affected more severely than most people) and **professional opinions** about the complainant should be considered.

Time & Trouble

There is inevitably time and trouble involved in bringing a complaint. But this only generally requires a remedy when there has been a fault in the way the council considered the complaint, which meant the complainant incurred time and trouble above what is considered usual. For example:

> the council repeatedly refused to consider the complaint;

> complainant had to ask a councillor or MP to help, before the council would consider the complaint;

> the council spent several months considering the complaint multiple times at the first stage of its complaints process, instead of progressing the complaint to a higher level; or

> the council did not consider the conclusions and recommendations of an independent investigation into the complaint.

##### **Financial remedies during 'spending freezes’**

Councils can sometimes be subject to spending freezes because their Chief Finance Officer has made a report under section 114 of the Local Government Finance Act 1988. This means the council can only spend money on discretionary matters subject to certain safeguards.

We sometimes encounter situations where councils subject to such measures refuse or are reluctant to agree to our recommendations for financial remedies. Our work and remedies for injustice are essential and fundamental parts of democratic accountability and proper governance.

Our recommendations are remedies for injustice that has already occurred because of past fault by the council. Persons affected should not be denied a remedy because of the council’s budgetary position. We will therefore continue to resist councils’ refusals to agree to financial remedies because they have frozen spending and/or issued section 114 reports.

**Offsetting remedy payments against debt/arrears**

In general, it isn’t appropriate for remedy payments to be offset against debt or arrears, however it may be acceptable in certain circumstances.

The **LGSCO** give two examples:

Someone affected by fault causing injustice may still owe the organisation money. It is important our recommendations can meaningfully remedy injustice. Where we recommend a symbolic financial payment (e.g. for distress) we have set the amount to appropriately reflect the scale of injustice. That payment should not be offset against any debts. That is because doing so would stop the remedy from working as intended.

Alternatively, where the injustice was quantifiable loss the organisation can, legitimately offset the payment against any debt. See examples below.

**Example 1**: The council repeatedly sent Mr X council tax bills by post without having due regard to the reasonable adjustments it had agreed to make in correspondence with him. This caused him distress. The council agreed to pay Mr X £250 to remedy this injustice. (Mr X still owes the council money for his council tax.)

It would not be appropriate for the council to deduct £250 from what Mr X owes it in council tax. It should pay him the money and calculate his council tax bills as normal.

**Example 2**: Because of the council’s fault, Ms Y did not get all the domiciliary care required by her care plan for four months. This caused her loss of service during this period. The council should pay her £500 to remedy this injustice.

Ms Y refused to pay her care bills during this period. She received some service but not all the care required. It is reasonable for the council to deduct the remedy of £500 from the amount she owes.

The **Housing Ombudsman Service** advises:

It is the Ombudsman’s position that compensation awarded by this Service should be treated separately from any existing financial arrangements between the landlord and resident and should not be offset against arrears. This applies regardless of whether the landlord’s compensation policy allows it to do this and it is particularly the case where:

• the arrears are in dispute

• the arrears are the subject of the complaint

• the landlord is legally obliged to make the payment, such as a statutory Home Loss or Disturbance payment

• it would not be fair to do so – for example where a landlord’s maladministration resulted in the arrears in the first place

• the resident has incurred additional ‘out of pocket’ expenses as a direct result of the landlord’s actions or inactions – for example where a property requires major repairs to make it habitable and the resident incurred out of pocket expenses by having to pay for hotel accommodation as a direct result of a landlord not arranging the works needed or not offering them alternative accommodation whilst works were done.

**Arranging payments**

Once you have decided on the remedy and it involves making a payment, you will need to offer this to the customer as part of your response.

You should advise the customer how you have calculated the remedy (e.g. £100 for the time and trouble that you had to go to in raising your complaint and £200 for the uncertainty created, as we are unable to say definitively whether the decision about your planning application would have been different with the correct information). Explain that the remedy offer is based on the relevant Ombudsman guidance (provide a link to it if you are communicating via email). This helps the customer understand why we have offered the amount that we have and may prevent escalation to the Ombudsman if the customer is not happy with the amount offered.

You should also advise that accepting the offer does not prevent the customer from escalating their complaint to the Ombudsman if they are still dissatisfied, nor does it mean that the customer has to be satisfied with the outcome of their complaint.

In order to make a goodwill/symbolic payment, you will need to request the customer’s bank details, including their full name as on the account.

Please see [here](https://brightonandhovecc.sharepoint.com/sites/TheWavePoliciesandProcedures/SitePages/Making-a-payment-without-an-invoice.aspx) for the appropriate form and process.

**Appendix 1**

**Apology checklist**

Where you have found fault causing an injustice, you will need to consider an apology. Apologies will only be considered as suitable remedies by the LGSCO if they meet the below:

* **Timely**. The impact of an apology by the end of our investigation can therefore be less than an earlier apology. An early, sometimes verbal and personal apology can be highly effective in remedying injustice and preventing escalation.
* **Authoritative.** The person making the apology should usually be someone sufficiently senior and accountable for taking any corrective action. This shows we have taken the findings seriously, recognised the impact on the complainant and are committed to learn and put things right. Responsibility for making the apology rests corporately with the organisation. So, we would not normally issue an apology from a specific officer. You must also decide either a written or verbal apology is appropriate, depending on circumstances, for example taking account of reasonable adjustments.
* **Specific**. The apology should be aimed directly at the complainant and their poor experience of the organisation’s services.  
    
  Though context can help explain the reasons why something went wrong, we should think carefully before appearing to diminish the apology with reference to others’ apparently similar experiences.  
    
  Statements like *“At the time of your complaint we were experiencing unprecedented demand for service”* may be accurate but can sound like we are making excuses, rather than apologising for what we got wrong. *“We are sorry but…”* is often unlikely to be an effective opening line.
* **Plain language**. Organisational jargon can sound patronising and lessen the impact of what you want to say. An apology from someone must use plain language. This is likely to have most impact and credibility.  
    
  We should consider any agreed reasonable adjustments and preferences when apologising. This could, for example, mean a face-to-face apology, or one in writing, or with specific text and style.
* **Take ownership**. We need to own what we got wrong. Apologies should avoid passive language – such as “We are sorry your experience was not what you expected”, or language that is ambiguous or dismissive about what actually happened like “I am sorry for any faults that you feel may have happened”. Instead, it should be spoken or written in language that is clear, unequivocal, active, and accountable.    
    
  We should normally avoid passing onto the complainant some element of responsibility for what happened, for example with statements like “We are sorry you feel upset about this” or “I am sorry you feel we made a mistake”, or “I am sorry for what happened, but if you hadn’t been late then…”.  
    
  Sometimes qualifiers may be appropriate – for example where we find injustice was lessened by what the complainant did. However, they should generally be avoided and used only when necessary.

Likewise, careful thought should be given before shifting (some of) the blame to other organisations. Statements (from a district council) like “I am sorry this happened, but it was the county council’s fault that the road repairs took so long” may be factually correct. But they diminish accountability, sound like we are passing the buck and can therefore reduce the impact of the apology.  
  
Instead, we should consider whether to refer to any consequential service improvements – for example ‘Your complaint has shown areas where we need to improve our working arrangements with the county council. I have arranged a meeting with the County Director of Transport to discuss how we can improve our work in future”.

There’s no single format or template for an apology. Standardised approaches can diminish impact because they appear to have come from a corporate template, rather than sincere personal apology.

However, a guiding principle for organisations to think about when preparing to give a verbal apology, or write to say sorry to someone, is to use each of the four Rs (with thanks to the Scottish Public Service Ombudsman). Most effective apologies will generally refer to each of these.

* **Regret:** say, sincerely “I/we am/are sorry…”. Consider making the start of the apology personal as using ‘we’ even to correctly imply an organisation-wide apology can come across as impersonal and describing ‘someone else’s problem’. If drawn towards ‘we’ because the individual does not control the outcome, they should consider whether someone else, perhaps more senior, could make the apology more effective.
* **Responsibility:**should make sure the organisation owns up to what it got wrong - “… we didn’t provide you with the support we should have given you to make your application.” Avoid passive language like “… you didn’t get the support you needed” – which leaves responsibility hanging unresolved.
* **Reason:** should explain why things went wrong, avoiding straying into an apparent ‘excuse’. Try to use strong language that makes clear what fell short of reasonable expectations.  
  Use of the word 'should’ rather than ‘could’ is usually better. For example, “Sorry that we failed to properly consider making reasonable adjustments as we should have when we dealt with your request” is stronger than “We could have done more to consider reasonable adjustments when …”.
* **Remedy:**should explain what is being done to put things right, including learning for the future – “I have now fast tracked your application. Staff have been trained to spot and respond quickly in future when someone needs extra help to apply for this service.” This can be the most powerful part of the apology.

**Appendix 2**

**Local Government & Social Care Ombudsman recommended values**

| **Remedy reason/category** | **Non-financial remedy** | **Financial remedy range LGSCO complaints** |
| --- | --- | --- |
| Fault of any kind that can be rectified directly (e.g. fix something broken by an operative, return impounded vehicle, refund money paid on incorrect invoice etc) | Return customer to the position they would have been in, had the fault not occurred |  |
| Minor fault e.g. delay in response to emails (beyond customer promise 10 working days, if no revised timescale provided or customer not kept informed of delay) | Apology |  |
| Minor fault such as human error e.g. forgetting to call someone back when promised, sending the wrong form | Staff training / reminders |  |
| Fault/omission in the policy/procedure e.g. the official procedure doesn’t include all the necessary points to meet legislation | Review of policy/procedure |  |
| ***In addition - any one or more of the below may also have occurred as a result of the fault identified*** | | |
| quantifiable financial loss |  | appropriate level of remedy to match the loss |
| distress and/or inconvenience, uncertainty, lost opportunity, raised expectations, stress, inconvenience, frustration |  | £100 - £300 (up to £1000 where distress was severe/prolonged) |
| time and trouble |  | £100 - £300 |
| risk of harm/harm |  | Where fault exposed a complainant to the risk of harm (rather than actual harm), a remedy payment of between £100 - £500 will usually be an appropriate acknowledgement of the impact of the fault.  Where the risk was significant, or harm actually occurred, a remedy payment of up to £1,500 may be recommended to acknowledge this. |

**Housing Ombudsman service recommended values**

| **Remedy reason/category** | **Non-financial remedy** | **Impact on resident** | **Financial remedy range  HOS complaints** |
| --- | --- | --- | --- |
| Fault of any kind that can be rectified directly (e.g. fix something broken by an operative, return impounded vehicle, refund money paid on incorrect invoice etc) | Return customer to the position they would have been in, had the fault not occurred |  |  |
| Minor fault e.g. delay in response to emails (beyond customer promise 10 working days, if no revised timescale provided or customer not kept informed of delay) | Apology |  |  |
| Minor fault such as human error e.g. | Staff training / reminders |  |  |
| Fault/omission in the policy/procedure e.g. | Review of policy/procedure |  |  |
|  |  |  |  |
| ***In addition - any one or more of the below impacts may also have occurred as a result of the fault identified*** | | | |
|  |  |  |  |
| Quantifiable financial loss | repair something broken, repay/refund money charged incorrectly, release vehicle from impound, call off bailiff/court/other action |  | appropriate level of remedy to match the loss if we are unable to rectify within our resources (e.g. if repairing something, consider giving direct payment to the customer to arrange works, rather than waiting for an internal team to carry out) |
| Service Failure -  Minor failure by the LL in the service it provided |  | Minimal, Short duration, May not have significantly affected the overall outcome for the resident. Might include distress and inconvenience, time and trouble, disappointment, loss of confidence, and delays in getting matters resolved. | £50 to £100 |
| Maladministration/severe maladminstration - There was a failure which adversely affected the resident |  | No permanent impact | £100 - £600 |
| Severe maladministration -  There have been serious failings by the LL. There was a single significant failure in service or a series of significant failures which have had a seriously detrimental impact on the resident. The LL’s response to the failures (if any) exacerbated the situation and further undermined the landlord/resident relationship. The LL repeatedly failed to provide the same service which had a seriously detrimental impact on the resident; demonstrating a failure to provide a service, put things right and learn from outcomes. The failures accumulated over a significant period of time (however this will not necessarily be the case as a single significant service failure may be sufficient). |  | Significant impact. Physical and/or emotional  impact | £600 - £1000 |

**Appendix 3 – Level of financial remedy within recommended range**

**Aggravating and mitigating factors**

When deciding on a suitable personal remedy we should consider:

1. any vulnerabilities or other particular circumstances of the person(s) affected that might increase injustice caused them by the fault (aggravating factors); and
2. whether the actions of the person(s) affected or others contributed to the problem, reducing injustice (mitigating factors).

These factors are potentially relevant to any type of remedy. For example, they may justify higher, or lower payments. They might also strengthen the case for service improvement recommendations, for example better taking account of personal vulnerability. Equally they could affect the approach taken to an effective, meaningful organisational apology.

**Aggravating factors**

We should make no assumptions that a particular issue – for example a complainant’s mental ill-health or low income – necessarily means they suffered increased injustice. Instead, we should look at the particular circumstances of each complaint. We should listen to what someone says about the impact of fault but we decide what injustice this led to.

Someone could not mention their vulnerability, but we could still decide to give weight to it in deciding a remedy. Alternatively, someone could place great personal emphasis on why fault had a particularly severe impact on them, but we could decide that, looked at objectively, the impact was not worsened because of their circumstances.

Factors that could increase someone’s vulnerability and consequently worsen the impact of an organisation’s fault include, but are not limited to these (in part drawn from the protected characteristics set out in the Equality Act 2010):

* financial circumstances
* mental and physical health
* disability (including physical, mental, and learning disabilities)
* age (both youth and old age in different circumstances)
* gender reassignment status
* marital/civil partnership status
* pregnancy or maternity leave status
* race including colour, nationality, ethnic or national group
* religion or belief
* sex
* sexual orientation
* social support, or lack of (e.g. friends and family).

We should take account of any important factors that are relevant to the complaint. We will look at factual, objective matters.

We are not experts in financial, medical, or other types of personal assessment. We will not carry out detailed analysis to quantify the personal consequences of organisational fault in a particular case.

But we can take an independent, impartial view of consequential injustice. We should consider someone’s account about the impact on them of what went wrong.

**Mitigating factors**

We can consider whether the actions of the complainant or any other relevant party may have lessened (mitigated) the injustice caused by the fault. For example, someone’s unreasonable behaviour may have caused delays dealing with a complaint.

Examples of this (but not limited to these) include:

* unjustified delay in providing information requested by the organisation;
* pursuing a complaint in unreasonable and excessive detail (taking account of any relevant reasonable adjustments);
* unacceptable behaviour – such as rudeness or aggression (taking account of any relevant reasonable adjustments); and
* failing to take up an offer of provision that partly met the complainant’s needs while the organisation considered an application for a higher level of provision.

**Appendix 4 – examples**

**Ombudsman Examples & Remedies (Ranked from minor/low to serious/high compensation)**

LGSCO 20 009 079 - Miss X complains the Council failed to properly investigate or take action in relation to her reports of noise nuisance from her neighbour’s new dog and loud music. Miss X also complains the Council failed to respond to her correspondence or keep her informed of the progress and outcome of court action against her neighbours.

Fault found - Delayed/no response to correspondence/communication

*“..it is clear the Council did not respond to all of Miss X’s communication and queries in a timely manner. The Council has noted that Miss X sent over 80 emails during the lockdown. Given this volume it may well not have been practical or proportionate to respond to every email. But I would expect the Council to respond holistically and to keep Miss X informed of the progress of its investigations and the court proceedings. I consider the delays in responding to Miss X’s communication and failure to keep her informed amounts to fault, for which the Council should apologise.”*

Remedy

Apology - delays in responding to Miss X’s communication and the failure to keep her informed.

(No evidence in fault in the substantive issue of complaint)

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LGSCO 18 019 029 - Mr X complained the Council, as the regulatory authority, failed to provide him with advice and assistance when his property was being damaged by a nearby landowner who was pumping water into a stream at high pressure. The Council did not respond immediately to Mr X but was not required to. It did respond to Mr X’s concerns and was not at fault. It was at fault when it failed to respond to Mr X’s later correspondence and to address the queries he rose. This caused Mr X some frustration and the Council has agreed to apologise to him for this. It has also agreed to review its procedures to prevent this happening in future.

Fault found – Delayed/no response to correspondence/communication (even where the enquiry was not about a council function)

*“The Council failed to respond to Mr X’s letters of August, October and December 2018 and this is fault. Several times it promised to respond within 10 working days but did not. This caused Mr X some frustration and inconvenience as it left him with some unanswered queries. A Council officer has since visited Mr X to discuss his concerns which goes some way to remedy the frustration caused.”*

Remedy

Apology

Review its complaints procedures to ensure letters of complaint are responded to within the agreed timescales.

Housing Ombudsman 202010331 - The complaint concerns how the landlord responded to the resident’s reports of antisocial behaviour (ASB).

Fault found – delay in complaint response and not addressing an ancillary issue of complaint

*“The landlord also recognised that it had not met its complaint timescales and did not address the issue of overgrown bushes near the property at stage one. The landlord passed on the matter of the bushes to the appropriate team to investigate and apologised to the resident for the delays in providing the complaint responses and awarded £50 compensation. This payment is in line with the Ombudsman’s own remedies guidance (which is available on our website) which suggests a payment of £50-£250 in cases of service failure where the impact was of short duration and did not significantly affect the overall outcome of the complaint”*

Remedy

£50

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Housing Ombudsman 202014644 - The complaint is about the landlord’s: Decision to relocate the communal bins for the building to directly outside the resident’s property. Associated complaint handling.

Fault found – delay in complaint response and delay in providing details of how to escalate a complaint

*“Following the consultation around the proposed changes, and after the resident had raised her initial objections, the resident submitted her complaint on 30 September 2020. Despite this, the landlord did not provide its stage-one complaint response until 25 November 2020, some 40 working days after. This was not in accordance with the timescales given in its complaints policy.*

*As per this Service’s remedies guidance (published on our website), awards of £50 to £250 may be used where the impact of the service failure on the resident was of short duration and may not have significantly affected the overall outcome for the complainant. Examples could include failure to meet service standards for actions and responses but where the failure had no significant impact on the complaint.  In line with this guidance, the landlord should offer the resident £75 for errors in its complaints process. These errors did not affect the outcome of the complaint but may have caused short term distress and inconvenience to the resident as she was waiting for a decision for longer than expected.”*

Remedy

Distress £50

Service failure complaint handling £25

Housing Ombudsman 202010488 - This complaint is about the landlord’s response to the resident’s concerns about the repair of a bedroom ceiling that contained asbestos.

Fault found – delay in raising a repair job following an inspection

“…In this case the evidence shows that there was service failure in the landlord’s initial handling of the repair in that it failed to appoint a contractor within a reasonable time. It has accepted responsibility for this failure and has apologised for this. Thereafter, its handling of the repair was reasonable and in line with its policies and procedures. However, its acknowledgement of its error and accompanying apologies is insufficient redress and it failed to consider appropriate compensation for its initial service failure.”

Remedy

Distress £100

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LGSCO 20 012 072 - Mr B complained the Council’s waste management contractor repeatedly failed to collect, empty, and return his bins. This caused Mr B inconvenience and frustration. The Council was at fault because its waste management contractor failed to provide a reliable waste collection service. The Council has agreed to take action to remedy this injustice.

Fault found – failure to deliver a statutory service and delay in complaint response

*“It is clear from the Council’s records that its waste management contractor repeatedly failed to collect, empty, and return Mr B’s bins over a sustained period. These failings in the service amount to fault.*

*Mr B made two formal complaints. The Council failed to respond to either of these within its policy’s timescales. These delays in the Council’s complaint responses were fault.*

*The Council decided not to consider Mr B’s second complaint at stage 2 of its complaint procedure. This was because it had upheld his complaint, apologised, and put him on the hot spot list. However,**each time the problem appeared to be resolved and the Council took Mr B off the hot spot list, problems reoccurred. The Council should have investigated the reason for this, and not doing so was fault.*

*Having identified fault, I must now consider whether this caused Mr B an injustice. Mr B experienced frustration and disappointment, both with his waste collections and the Council’s failure to resolve the problem. Mr B was put to unnecessary time and trouble trying to resolve this matter.”*

Remedy

Apology

Distress £150

Remind staff involved in the Council’s complaints procedure of the importance of meeting the timescales set out in the complaints policy.

Housing Ombudsman 201911211 - This complaint is about the level of compensation awarded by the landlord for its delays in removing items from the communal area of the resident’s block and in its handling of the related complaint.

Fault found - service failure by not removing items left in communal area and unreasonable delay in providing complaint response

*“The resident submitted his initial complaint about this matter on 26 August 2019. Although the landlord acknowledged the complaint, it failed to provide a stage one complaint response until 15 June 2020. It should have provided the stage one complaint response within 10 working days and the delay of nine months was inappropriate.*

*The resident chased the landlord twice during the June-November 2019 period when the items were still in the communal areas. He also chased the related complaint response in January 2020 and February 2020, before approaching this Service to assist with a resolution. This demonstrates that the delay by the landlord caused unnecessary time and trouble for the resident.*

*The landlord acknowledged in its stage one complaint response that there had been delays in the removal of items and in the complaint handling and made a compensation proposal to the resident of £75 in recognition of this. Given the excessive delays of five months in the removal of items and nine months in responding to the resident’s complaint, this level of compensation did not offer sufficient redress to the resident.*

*In summary, there were delays in the landlord’s removal of items from communal areas, which it had assessed to be a fire safety risk, and in its stage one complaint response to the resident. Its compensation award of £75 failed to offer the resident sufficient redress for these service failures.”*

Remedy

Distress £75

Time & Trouble £125

Explanation of how excessive delays in responding to complaints will be prevented in the future.

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Housing Ombudsman 201911091 - This complaint is about the landlord’s response to: The resident’s request for rehousing and the resident’s reports of damp and mould in her property, disrepair to extractor fans in her kitchen and bathroom, and broken window handles in her dining room.

Fault found – unreasonable delay in addressing underlying causes of damp and mould

*“The landlord acknowledged and apologised to the resident for its delay in investigating and completing works following the resident’s reports of damp and mould in her property, disrepair to extractor fans in her kitchen and bathroom and broken window handles in her dining room.*

*The landlord offered the resident £500 compensation which was fair, proportionate and offered reasonable redress for the distress and inconvenience its service failure caused her*.”

Remedy

Apology

Distress £500

LGSCO 20 010 189 (This was issued as a public report, which is where the Ombudsman feels there is significant public interest and that the issue may affect others) - Miss X complained about the Council’s delay investigating her complaints of noise nuisance and waste build up on a neighbouring property. She said her and her partner have suffered unbearable noise and vibrations from the loud music, and that the waste attracts pests.

Fault found – unreasonable delay in responding to a noise and other environmental health complaints.

*“The Council’s significant delay in taking action to investigate Miss X’s noise complaint from 2 June 2020 to March 2021 is fault. The Council also did not keep Miss X updated during this time, which is further fault. We cannot say the Council would have identified a statutory nuisance and so taken action, however Miss X suffered avoidable stress and uncertainty awaiting its investigation. She was also put to time and trouble complaining to the Council.”*

Remedy

Apology

Distress £500

Time & Trouble £100

Review of all outstanding noise complaints – actively contacting all complainants to ask if they were still experiencing the issues reported.

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Housing Ombudsman 201802315 - The complaint is about the landlord’s handling of: faults with the resident’s boiler and the length of time that passed without a new heating system; major works required at the resident’s property; and the resident’s personal belongings during the resident’s decant. The Ombudsman has also considered the landlord’s handling of the resident’s complaint.

Fault found – not keeping the resident updated throughout a period of decant. Complaint handling failure by escalating immediately to Stage 2.

*“…the landlord failed to act in accordance with its decant policy and this had an adverse impact on the resident. The length of time taken to complete the repairs was unreasonable and this meant that the resident was left without a permanent home for an extensive period of time. During this period, the landlord failed to offer the resident updates on what was happening at property A, failed to offer a copy of the repairs specification and failed to advise the resident when she could expect to return to property A, despite her asking on several occasions. This failure in communication was also contrary to the landlord’s decant policy. In the Ombudsman’s view, while the landlord acknowledged that the length of time that had passed was longer than usual, it failed to utilise the opportunity, during its complaint response, to put things right.*

*The landlord failed to act in accordance with its complaints policy by failing to offer the resident a further opportunity to have her complaint reviewed. The landlord only offered a one-stage approach, and this was contrary to its two-stage process, to good practice, and to the guidance offered within the Housing Ombudsman’s Complaint Handling Code. In the Ombudsman’s opinion, this resulted in a failure to offer the resident’s complaint fair consideration.”*

Remedy

Distress £700

Service failure £100

Housing Ombudsman 202004296 - The landlord’s handling of a reoccurring leak from the flat above the resident’s property.

Fault found – delays in resolving a leak and associated repairs to the flat below.

*“…the landlord admitted delays of 10 months in dealing with the repairs related to the mould in the bathroom and 13 months in dealing with the leak in the kitchen. The landlord stated that the repairs to the flat above in order to rectify the leak in the bathroom and the kitchen were completed but the kitchen repairs at the resident’s property were still outstanding. The landlord acknowledged also delays in its complaint handling.”*

Remedy

Distress £1050 (£650 already paid)

Further investigations and works (On going leak)

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LGSCO 20 010 696 -The complainant, Miss X, complains the Council delayed putting adequate care in place for her late mother, Ms Y, after an assessment in February 2020. Miss X also complains the Council has carried out carers assessments without getting her opinion. There was fault by the Council as it delayed putting in adequate care and respite care for Miss X’s mother for 9 months.

Fault found – delay in providing an assessed increase to package of care.

*“The Council accepts there was significant delay in progressing the increase in Ms Y’s care package recommended in February 2020. The Council has said that it would normally expect it to be put in place within a month. Instead it took 9 months. This was fault. So, Ms Y did not receive the extra 3.5 hours per week care and Miss X did not receive the 3 hours per week respite for 9 months.*

*Since December 2020 Ms Y’s health became worse, her care needs increased and she died in August 2021. While I cannot consider these events, as they were not part of the original complaint put to us, I am mindful of Miss X’s concerns that if the delay had not occurred, her mothers health, due to pressure sores may not have deteriorated so quickly.*

*As there has been fault by the Council that has caused injustice to Miss X and Ms Y, I have to consider what remedy is appropriate. There was 9 months when Miss X and Ms Y did not receive the extra care and respite care that was proposed. So, I do consider the remedy to their distress at not being provided with the extra care should be a substantial one. This can be used to help at what is obviously a difficult time.”*

Remedy

Distress £2000

LGSCO 18 009 209 - Mr C says the Council was at fault for its failure over 15 years to make the owner of a carpark install a drainage system. This, he says, allowed water to damage his property. The Council was at fault for using incorrect legislation to try to solve the problem. This raised Mr C’s expectations, cost him time and trouble and caused him distress. The Council has agreed to apologise and to pay him a sum in recognition of the injustice caused.

Fault found – use of incorrect legislation to serve an unenforceable notice, therefore raising the expectations of the person who could reasonably have expected a notice served by the council to be enforceable.

*“Mr C says there were long periods when Officer O failed to answer his calls or emails having promised to do so. The records show there was delay which distressed Mr C. This was fault but Mr C’s behaviour towards Officer O may well have contributed to the delay by making the officer reluctant to speak to him.*

*Mr X first claimed the 2018 notice was invalid in April 2018. The Council did not commission a barrister’s advice until September 2018 and has still not told Mr C what that advice was. While the Council had no cause to share every concern with him, it left him with the impression that enforcement was possible when it should have known it was not. This was fault and caused him injustice.”*

Remedy

Apology

Distress £3000

----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

LGSCO 20 009 409 - Mr X complained the Council failed to ensure his daughter, F, received a suitable education to meet her special educational needs between September 2019 and July 2020 when she was unable to attend school.

Fault found – not meeting legislative requirements.

*“The Council’s decision to delegate the delivery of F’s EHC Plan to the school whilst F remained at home was fault and its failure to intervene when the school failed to recruit a tutor was also fault.”*

Remedy

Distress/Time & Trouble £200

Injustice £3225

Reimburse Private Tuition £1140

Review recommended for council’s procedures on how it manages children who are out of education for reasons other than exclusion or illness.

LGSCO 20 013 468 - The Council’s delay progressing Mr X’s request for a Disabled Facilities Grant was fault. There is also fault in how the Council dealt with Mr X’s application to the housing register. As a result, Mr X spent two years in accommodation where he could not access bathing facilities.

Fault found – delay in progressing applications and incorrect application of banding criteria for the housing register.

*“The Council identified that Mr X’s home was unsuitable in January 2019. Work did not begin on adapting the property until April 2021, over two years later.*

*The delay in the DFG process arose for different reasons at different times. Approximately six months of this delay was due to the Housing Association and is therefore outside the scope of this investigation. However, I have found that fault by the Council caused avoidable delays of at least 13 months.*

*At the same time, fault in the Council’s housing allocations process restricted Mr X to bidding on already adapted properties. It’s failure to consider his medical evidence before awarding his Priority Band meant he likely missed out on an offer of an adapted property. This delayed Mr X accessing suitable accommodation for 17 months.*

*As a result, the Council created a situation in which it knew Mr X’s home was unsuitable but he could neither access the necessary adaptations nor rehousing. Four months of the delay in the DFG process occurred before Mr X missed an offer of accommodation. I therefore consider the Council’s fault amounts to 21 months of delay.*

*During this time, Mr X was unable to access a bedroom or bathing facilities. He had to rely on his wife to give him a “strip wash” and slept in the living room. This is a significant injustice to Mr X.”*

Remedy

Apology

Injustice £7,350 (£350 PM spent in unsuitable accommodation)

Various improvements recommended for Disabled Facilities Grants process/procedures.