

# **Learning from: Severe Maladministration**



**Taking the key lessons from our  
severe maladministration decisions**

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## Introduction

This report reinforces the need for Awaab's Law.

These cases involve residents reporting carpets wet to touch, mushrooms growing on a child's bedroom wall and another child with water running down their bedroom wall when it rains.

Damage to personal items comes up repeatedly, with a resident throwing away 2 beds because they're covered in mould.

The events take place over months in all cases. In several cases it becomes years. In some, issues are unresolved until we intervene.

This is far from action happening within days or weeks, as would be expected now under Awaab's Law.

Most cases also involve residents reporting health concerns, including children with severe asthma or fungal infections. But often this does not prompt an urgent response from the landlord.

While these cases pre-date the requirements under Awaab's Law, they involve events after the coroner's inquest – during a period of intense focus on damp and mould.

It does not mean the landlords involved are unprepared for the new requirements.

Indeed, most have taken significant steps to improve their services.

But it does show the scale of the challenge facing the whole sector.

Will experiences now improve?

Overall, Awaab's Law should make a significant difference for residents and help landlords respond consistently to reports of hazards. But short-term, it may present challenges.

In particular, landlords should focus on:

- identifying and responding to material changes.
- ensuring harm is robustly assessed.
- effective triage between significant and emergency hazards

Naturally, there has been focus on the quantitative elements of Awaab's Law – taking action within the prescribed timescales.

But landlords should not lose sight of the qualitative elements. This includes assessing inspections, providing suitable temporary moves and clear, empathetic and accessible communication, including the required written summaries. There is a risk of false assurance if governing bodies focus only on the tangible targets.

Issues relevant to these areas are examined in this report because we think they could be “pinch points” under Awaab's Law. This includes assessing risk, avoiding delays and actioning recommendations.

There are clear lessons from these cases that are relevant to successfully fulfilling Awaab's Law. This includes gaining access to properties and keeping the resident informed of actions, building confidence and trust the landlord is listening and being proactive.

Too often in these cases important touch points between landlord and resident are lost. Such as not telling the resident about the outcome of the inspection, or what action will be taken, and by when.

This poor communication can extend to not telling residents when operatives will visit. In some cases, the landlord closes the case because they have been unable to gain access, leaving a potential hazard unresolved. This is alarming practice.

This report also shows the importance of the landlord's own complaints procedure to recover service failings. Complaints are part of the landlord's second line of defence. But sometimes it has compounded previous failings.

This includes refusing to raise a complaint or unfulfilled commitments made to the resident in its complaint responses.

Where failings are acknowledged, the landlord might miss the opportunity to apologise or offer compensation, which can erode trust further. There may also be a lack of learning.

One lesson is the need for landlord procedures to be agile. Awaab's Law demands agility too. It was ominously quiet before the regulations commenced and, while innovation and investment have been made by some, others could be caught off guard. Recent changes may yet be embedded too. And this report includes damp cases involving leaseholders, who are not covered by Awaab's Law, but action could still be required under the hazards.

To end on an optimistic note. The landlord's involved in this report have shared a wide range of valuable lessons to prevent failings happening again. This includes handling cases out of normal working hours, evaluating contractor capacity, technological innovations, managing complex cases, task tracking, triaging, responding to vulnerabilities and record keeping requirements.

Sharing insights and sector collaboration will help landlords during the initial months practicing Awaab's Law. We want to play our part too. We have published investigation guidance to help landlords understand our handling of Awaab's Law cases and we are also committed to sharing our casework insights early.

This collective effort will make residents' homes safer.

**Richard Blakeway**

**Housing Ombudsman**

## Assessing risk

Awaab's Law requires landlords to assess the risk of a hazard. Landlords must determine whether it's an emergency hazard or a significant hazard. They must also assess the risk of harm.

Landlords need to understand the household's individual circumstances to make these judgements.

### Stoke City Council

**Stoke City Council** (202416992) failed to consider the impact of damp and mould. Even after children with breathing difficulties were admitted to hospital, the landlord failed to act.

The landlord delayed a temporary move. This should have been a priority due to the risk to the household. The landlord moved the resident a year after they raised issues. The resident's GP wrote to the landlord asking it to do the repairs.

The landlord also delayed carrying out an inspection despite the circumstances needing more urgency. This meant repairs remained outstanding and the contractor missed appointments.

In its complaint response, the landlord agreed to a timetable of the remaining works. It also gave the resident a liability claim form for her damaged belongings. This is because the resident threw away 2 beds after damp and mould damaged them.

Later, the landlord completed a temporary move risk assessment. The landlord should have completed this at the same time as the inspection. The assessment confirmed the landlord should move the household during works.

There was then a delay in a property being available. The landlord did not move the household into a hotel or other accommodation while the temporary home was being prepared. This meant the household remained in poor conditions for longer than necessary.

### **Landlord learning statement**

The landlord has brought its contracted services in house and is already seeing an improvement.

It's now working to further modernise the repairs and maintenance service. The landlord is working collaboratively with residents.

### **Clarion**

**Clarion** (202411568) failed to deal with damp and mould issues, despite a newborn being in the home. The resident also described how mould damaged her belongings.

The landlord carried out mould washes, but it did not resolve the issue. One report suggests the washes were not up to standard. Despite knowing the resident was pregnant with a newborn, there was insufficient urgency shown by the landlord.

The landlord completed some works while temporarily moving the resident. Some works remained outstanding when she returned. The landlord found further heating issues after completing surveys and works. This was too late and caused the resident further distress.

The landlord provided limited records. This means we had limited insight into the condition of the home. However, the severity of the damp and mould forced the landlord to move the resident first temporarily and then permanently.

### **Landlord learning statement**

The landlord has overhauled its approach to complex leaks, condensation, damp, and mould issues. It has introduced stricter surveyor follow-up, improved risk assessments, and enhanced its reporting capabilities.

The landlord also makes sure Resident Liaison Officers support residents through complex cases.

## **L&Q**

We found severe maladministration for **L&Q (202230057)** with the resident ultimately ending their tenancy due to problems being unresolved. The landlord's actions did not reflect the impact of the conditions on the resident's child, who had severe asthma.

Throughout the case there were delays and poor records. This includes a lack of surveyor reports and no evidence of communication with the resident.

Following the first report of damp and mould, it took the landlord until the resident complained to act. The landlord said it would arrange appointments for damp and mould within 5 days of reporting. It took 82 days. There was no explanation for this delay.

An inspection revealed 6 rooms in the home had damp and mould. The inspection made numerous repair recommendations. The landlord did not always do these repairs to a good standard. This meant the resident had to repeatedly chase to get new jobs raised.

Leaks reoccurred and the landlord had to repeat mould inspections. The landlord cancelled some repair jobs without explanation. It delayed some works so badly, one by 17 months, that the resident ended his tenancy before finishing the repairs.

### **Landlord learning statement**

The landlord has centralised its property surveying team. It has also introduced a system to make sure it considers vulnerabilities or adjustments alongside diagnosing repairs.

In addition, ahead of the introduction of Awaab's Law, it has made further improvements to systems to meet the new requirements. This includes the provision of investigation reports, better resident communication, and training for front line staff.



## London Borough of Lewisham

**London Borough of Lewisham** (202439765) did not follow its vulnerable residents policy in a damp and mould case. It meant 5 children were living in a 2-bedroom property for over 7 months with the issue.

The landlord failed to apply the urgency required to deal with the issue.

After responding to a leak, the landlord did not monitor the situation afterwards. Despite others in the same block reporting leaks from the same place.

The resident later reported damp and mould was now starting to appear. He had to chase twice before the landlord responded to these reports. The landlord offered a mould wash and said it would do a damp and mould inspection. But it did not do this and only looked at the roof.

It also failed to tell the resident what plans it had for the repairs or the timescales for them. The landlord became confused about the damp's cause because its records were unclear.

The household still lived with damp and mould when we made our determination. The landlord provided no plans to resolve the situation. We ordered it to create a timeline for action to resolve the issues.

### **Landlord learning statement**

The landlord is implementing improvements following a case review. Actions include reviewing internal processes, enhancing communication, and ensuring policy compliance.

The landlord plans to review its out-of-hours repairs and contractor capacity in 2026, alongside a new escalation protocol. The landlord is improving staff training focusing on emergency responses and communication. It's also reinforcing its vulnerability policy with tailored support for residents.

Finally, it's improving its approach to damp and mould through clearer guidance, training, and proactive engagement, in line with statutory responsibilities under Awaab's Law.

## Sanctuary

**Sanctuary** (202441297) failed to consider vulnerabilities in the household, leaving the resident sleeping on her sofa due to mould in her bedroom. The resident said the mould had an impact on her health.

Despite clear knowledge of the resident's health conditions, the landlord did not do a risk assessment. This meant the landlord failed to minimise the risks to the resident and her household.

The landlord inspected the issue and treated the mould but did not deal with the leak. This was the root cause of the issue.

The resident later reported that there was mould in 3 bedrooms and the bathroom. The treatment for the mould had not worked. She also reported the leak now coming through the ceiling into her kitchen light. She felt she was being "fobbed off" by the landlord's responses.

A year later the landlord reinspected and found external issues causing the damp and mould. This delay meant it took limited action to stop the mould for 11 months.

The survey also found the temperature of the house was too low. The landlord failed to deal with this for a further 12 months. It did not carry out any mitigating measures.

### **Landlord learning statement**

The landlord has reviewed its processes and changed how services are delivered before Awaab's Law. These changes include operating structures, process changes, and revised timeframes for damp and mould services.

It's also introduced new technology solutions to improve processes and communication for residents.

## London Borough of Lambeth

**London Borough of Lambeth** (202442249) failed to deal with damp and mould for nearly a year. Despite the resident having respiratory conditions and a young child living in the home.

The landlord routinely did mould washes but failed to deal with the root causes. It did not try to identify the cause or create an action plan for the resident. It also did not keep her updated with any works.

Nor did the landlord respond to the resident's request to move property due to the issues. As the resident reported the increasing impact of the mould on her health, the landlord still failed to act. Despite the surveyor's report finding the home was not fit for human habitation.

The report recommended the landlord move the resident into temporary accommodation for extensive works. The landlord did not act.

We ordered the landlord to move the resident temporarily while it resolved the issues in the home.

### **Landlord learning statement**

The landlord has introduced measures to monitor every repair. It's also putting in place measures to monitor any actions agreed following closed complaints to improve effective complaint handling.

## London Borough of Barnet

**London Borough of Barnet** (202442712) delayed dealing with damp and mould, despite children with asthma living in the home.

The landlord cancelled multiple works or missed appointments. Sometimes contractors attended without the correct tools. Despite the landlord knowing there were several members of the household with asthma, including children. It also left the home smelling and unsightly.

The landlord delayed some works identified by the inspection, cancelled others, and failed to raise some at all. The resident said she and her husband lost money waiting for missed appointments.

Contractors cancelled appointments on the day. Sometimes they did not attend. On one occasion the contractors attended but did not have the correct tools. On other occasions, it turned up without an agreed appointment. The contractor then told the resident the landlord had not fully authorised the repairs.

The landlord only chased repairs when it was responding to a complaint. It changed contractors during the works due to performance. It did not show effective oversight or monitoring of the works. The landlord sometimes changed job references for the same jobs. This confused the resident when chasing works.

The landlord also did not follow the survey recommendations or explain why it ignored them. Its complaint response also failed to address the issue of damaging belongings. The landlord did not refer the resident to its insurers or give an empathetic response.

It said it intended to inspect the works but there is no evidence this happened.

## Learning from assessing risk

Our Spotlight reports on attitudes, respect, and rights shows that individual circumstances are not always considered. Our latest Spotlight report on repairs and maintenance shows this too.

Landlords must take any household circumstance into consideration. They must prioritise investigations and repairs as a result.

Landlords must make sure communication with residents is effective. This is particularly important when residents raise concerns about vulnerabilities.

Many of these cases include poor records. Clear, accurate, and easily accessible records provide an audit trail. They help landlords identify and respond to problems.

This will be extremely important as Awaab's Law is introduced. Landlords must be able to assess whether there is significant harm or material change. This will be crucial. Landlords should assure themselves of a robust approach to this aspect.

## Access issues

Reports of not being able to gain access was a key theme from our [Spotlight report on repairs and maintenance](#).

These cases show how poorly handling access can prolong poor living conditions.

### Amplius

**Amplius** (202442283) delayed resolving a damp and mould issue for 19 months. This was despite there being a vulnerable child in the house.

While the landlord did an initial inspection, it did not produce a report or provide photographs. The landlord then raised repairs which it said it completed. It did not record or give any contractor notes or photographs for these works either. The resident said the landlord did not complete the repairs.

When the resident told the landlord again that damp and mould was present, it took 2 months to arrange a survey. It's unclear what repairs the landlord raised or completed from this. However, the repairs did not resolve the problem. The resident said the damp and mould in the home had damaged her possessions. The landlord failed to ask more about this.

Another inspection found rising damp from the cellar. It should have discovered this in its first inspection 11 months before. The landlord delayed raising repairs. The resident refused access while waiting for her solicitor's survey. It's unclear whether the landlord did any repairs to fix the rising damp.

When the landlord completed the repairs, it was 19 months after the first reported issue.

## **Landlord learning statement**

The landlord has apologised and developed an action plan. It has improved its damp and mould policy to make sure it inspects repairs.

It will continue to monitor its approach to build on its learning.

### **Orbit Group**

**Orbit Group** (202335833) delayed resolving a damp and mould repair for 9 months despite a newborn baby living in the home. The landlord did not act effectively about issues with access.

When the landlord tried to visit, the resident said she could not grant access but provided alternative days. The landlord did not follow this up. It's not clear the landlord ever completed the appointments.

After the first reporting of the issue, the landlord found the ceiling bowing in 2 places and being water damaged. The ceiling in the room next door was leaking and needed removing. There was also black mould in the kitchen, dining room, and bathroom.

The landlord later removed part of the ceiling that was collapsing. It then did not take any further action for 49 days. It did a damp and mould inspection after 49 days. It did not explain the delay.

The inspection found mould in various rooms in the house. Urgent works were needed. Despite this, the landlord only recorded the repairs as routine.

There is also no evidence the landlord assessed if it should temporarily move the family out of the home.

It was only after the resident escalated her complaint that the landlord acted. The resident was open about the distress the situation caused her and reminded the landlord about the newborn baby in the house.

The landlord arranged an inspection and assessed whether it should move the resident. However, a road closure meant the landlord could not do works. It's not clear that even when re-opened, that the landlord ever completed the works.

The inspection said that the home was dangerous and unusable in certain rooms. It said ceilings could collapse at any time. It also recorded that there may be some repairs it had not identified yet.

The landlord moved the family out of the home to complete the works. This was nearly 9 months after the resident first reported the issues.

### **Landlord learning statement**

The landlord completed a full management review following the case. It consulted with wider residents. It is undertaking an organisational change of the way it operates. This is to further improve the customer journey and make sure it can give a positive experience to all residents.

## **Hackney Co-op**

**Hackney Co-op** ([202225603](#)) blamed a range of issues for not resolving damp and mould. This included access. It closed the repair on occasion when no access was provided. The landlord had not made clear appointments.

After the resident reported the damp and mould, it took 6 months for the landlord to realise it had not inspected. The reasons for the delay was contacting the resident but there's no detail on the contact attempts.

The landlord's repairs log noted that the survey was marked as no longer required. The resident also raised a disrepair claim. Nearly 2 years after the resident first reported the issue, the landlord arranged an inspection. By this time, the resident reported mushrooms growing on her daughter's bedroom wall.

The inspection recommended a range of works to take place in various rooms. There is no evidence the landlord tried to reduce the impact of the damp and mould.

It took the landlord another month to raise the works following this inspection. No explanation was provided for the delay.

5 months later, the landlord marked the works as closed as the resident refused access. There is no evidence of the landlord informing the resident of the appointment date, any attempts to access the home, or any steps to try and gain access. The landlord knew closing the repairs left the hazards present.

The landlord completed the works nearly 31 months after the resident reported the issues.

### **Landlord learning statement**

The landlord's managing agent has introduced a new damp and mould policy and procedure.

It has also restructured its repairs and operations teams. This has led to improvements in record keeping and complaint management.

## **Learning from access issues**

When making appointments landlords should give sufficient notice to the resident and try to accommodate their preferred timings.

Landlords should also consider confirming appointments. This could include sending reminders by text message or other contact method agreed with residents.

Landlords could also update the resident at the earliest opportunity if there is a need to reschedule. Landlords should consider our recommendations about the impact of missed appointments in our [Spotlight report on knowledge and information management](#).

Landlords should make sure contractors or operatives understand what work needs to be done and any specific requirements. This will reduce the number of missed appointments.



## Putting things right

The complaints procedure is an opportunity to recover any service failings. However, these cases show landlords compounding failures in its service areas during the internal complaints procedure. This includes not accepting complaints, apologising for failures, or giving late or insufficient compensation.

### Sanctuary

**Sanctuary** (202431769) asked 4 different contractors to do an inspection. This meant damp and mould was not dealt with for 18 months.

When the resident first reported damp and mould, the landlord did not arrange an inspection within timescales. When the landlord inspected, it's not always evident what they found. However, the resident's communication make clear the mould was bad, and she desired a move and compensation for damaged belongings.

The landlord asked for another contractor to do a survey as it was not happy with the original report.

The landlord did not provide a copy of this inspection report. It did email us to say that mould was in every room, but worse in the children's bedroom. There was also damage to floorboards.

But this did not make the landlord act with greater urgency, despite further calls from the resident. The council was also made aware of the issues, but evidence suggests these were never responded to.

When works were due to start, the landlord did not keep the resident updated and therefore she was not ready to move her belongings.

The contractor emailed the landlord to say the resident wanted a resolution to her complaint before beginning works. She was also worried the repairs were similar to previous failed works. Therefore, works did not happen as planned.

Following this, the landlord decided it needed another inspection. It's not clear why this was decided. The inspection took 3 months to complete.

Further delays to any action forced the landlord to request another inspection just a couple of months later. The contractor did not have capacity to complete the inspection. This caused a further delay.

The landlord then asked a fourth contractor to inspect the home, with the landlord present. We have not seen the inspection report for this, but we have seen a quote. However, this contractor did not complete the work. It is not clear why.

The resident refused a temporary move. This was because the landlord could not tell her what works were going to happen, how long they would take, or when they would start.

The landlord had not completed the works when we made our determination. It missed opportunities to learn from its mistakes during this case.

### **Landlord learning statement**

The landlord has reviewed its processes and introduced changes to how services are delivered before Awaab's Law. These changes include operating structures and process changes. They also include revised timeframes for damp and mould services.

It's also introduced new technology to improve processes and communication for residents.

### **Curo**

**Curo** (202345565) failed to accept a complaint from a resident for 5 months. This caused further issues and a breakdown in relationships. It also meant the landlord found it harder to resolve the damp and mould.

The landlord also delayed inspecting the home after the first report of the issue. Despite it being winter and the landlord knowing about the resident's vulnerability.

It took the resident contacting his MP for the landlord to issue its stage 1 complaint response. It also failed to risk assess the situation. It then arranged for a mould wash and another inspection following this stage 1 response.

It issued a further stage 1 response and said it would keep the resident updated on any works. It did not offer compensation at this point. However, the inspection raised found further issues that continued to delay any works. This meant the landlord was delayed in identifying the root cause.

When it was ready to start the works, it confirmed the resident needed to be moved. This did not happen for 10 months. The landlord completed works a year after it said it was ready to start them.

### **Landlord learning statement**

The landlord has since made significant improvements to how it manages damp and mould cases and complaints. It has ensured lessons are learned and similar issues do not happen again.

## **Southern Housing**

**Southern Housing** (202313985) failed to learn from complaints and put things right for a resident. This meant damp and mould was unresolved for 33 months.

It undermined the resident's faith in the landlord's complaints process and further damaged the landlord tenant relationship. It also showed that the learning identified from the complaint had not been adopted to prevent further delays.

The landlord promised it had learned and apologised. It then failed to complete works within timescales.

After the landlord completed some works, it failed to make sure they were successful. The works were not successful which meant the resident had to raise the issues again.

The landlord did not consider any mitigating measures during this time. While it arranged an inspection following the escalation of the resident's complaint, it did not progress the works that came from it. Evidence suggests the landlord delayed paying a deposit to the contractor. Staff also changed.

The resident has asthma. There is no evidence the landlord used this information to inform its approach. The works took 33 months to complete.

### **Landlord learning statement**

The landlord has strengthened its complaints process since the case. It has centralised oversight. It now reviews trends to inform service improvements and considers health-related concerns. It has recommended improvements to record-keeping and staff training, particularly about handling complaints involving elected representatives.

It has reviewed its use of specialist damp contractors and improved oversight of surveyor visits. Its damp and mould policy now reflects best practice, prioritising urgent health-related issues. Its process now identifies vulnerabilities for anyone in the household, with resident consent.

## **London Borough of Lambeth**

**London Borough of Lambeth** ([202431586](#)) delayed resolving damp and mould. The landlord made it worse by its poor complaint responses.

When the resident first reported the issue, the landlord responded to treat the mould. When it knew the issue was persisting, it arranged for an inspection.

There is no evidence the landlord followed up on this inspection. The landlord did not proactively book any repairs. This meant the resident was forced to chase the landlord. He then had to chase the landlord 5 months later about the same issue.

The landlord attempted to install an extractor fan a year after it was recommended by the inspection. However, it was unable to do so because it did not have the right equipment. There is no evidence this was followed up.

The landlord's complaint responses did not consider how long the issues had been ongoing. It failed to acknowledge it was aware of the issues for over a year. It did not offer compensation, and the tone of the complaint was not appropriate.

The stage 2 response did little to put things right. The resident was left unconvinced by the lack of detail. The landlord missed an opportunity to reassure the resident. It also did not follow its own policy by putting in place clear timeframes and an action plan.

The landlord failed to learn from this. It failed to approve a contractor quote for another 3 months. However, the works recommended in the survey had still not started when we determined this case. This was nearly 2 years after the resident first raised the issue.

### **Landlord learning statement**

The landlord has reviewed its handling of the repairs in this case. It has also done an in-depth consideration of the failings identified to help reduce the risk of similar failings happening again.

### **Sovereign Network Group**

**Sovereign Network Group** (202433680) failed to apologise despite the resident living with children in damp and mould for 3 years.

It also did not use the complaints process as a way of resolving the issue, instead making the same mistakes.

The landlord's records were poor throughout this case. This means it is hard to know when the resident first reported the damp and mould. It's unclear if inspections took place, and whether they were within timescale.

The landlord raised jobs but then closed them without giving a completion date, according to the records. The resident reported the issues were still ongoing so the works, if they took place, were not effective.

Following this, the landlord raised another inspection. This report confirmed damp and mould present in both bedrooms. It also completed a risk assessment at this visit. However, the landlord did not advise the resident of the outcome of this survey. This meant she had to make further calls to the landlord for updates.

When the resident contacted again, the landlord raised another inspection. This recommended some works and a surveyor to attend. This appointment was made 2 months after. The landlord needed 5 inspections to identify the need for more extensive works. This was 11 months after the resident first reported the issue.

Due to poor records, it's unclear what works took place. The resident mentioned some works taking place, but as the issues are still unresolved, these were ineffective.

In its stage 1 complaint response it said it had resolved all the issues. But in its stage 2 complaint response, it said some repairs were still outstanding.

The landlord did not keep the resident informed of the outcome of inspections and surveys or provide with a clear plan of action. She was also left unaware of when repairs would be fully completed.

The resident told the landlord that children who lived in the home had respiratory issues. The landlord said it had not recorded any vulnerabilities for the household. As the mould was present in the bedrooms, this meant children were more exposed than if it were present in other rooms.

The landlord had not resolved these issues when we issued our determination. Our orders ensured the landlord resolved the problems with the property.

### **Landlord learning statement**

The landlord has appointed new contractors. It has also improved its approach to complex repairs.

It has enhanced its approach to damp and mould, with improved case management and reporting.

## **L&Q**

**L&Q** (202441876) did not deal effectively with damp and mould over a 3-year period. The landlord only offered £200 compensation for the distress caused. We ordered 5 times this amount based on the impact on the resident's living conditions.

An inspection of the home found the landlord needed to complete numerous repairs. It found there could be a few different leaks. This was causing mould in various rooms such as the bathroom and 2 bedrooms. A mould treatment was applied to all rooms.

It's unclear from the records which repairs took place or when. It apologised but did not offer any compensation for delays to repairs. In other instances, records show that operatives were due to visit but did not. Another time, the wrong contractor attended the property, a plumber instead of a joiner. This caused further delays.

The landlord applied damp proofing to the kitchen floor and walls after discovering rising damp. Another inspection found there was still outstanding repairs to treat the damp and mould. The landlord was also recommended to send out a structural engineer. The landlord had not completed these actions at the point of determination.

### **Landlord learning statement**

The landlord has centralised its property surveying team. It has also introduced a system to make sure vulnerabilities or adjustments are considered alongside diagnosing repairs.

In addition, ahead of the introduction of Awaab's Law, it has made further improvements to systems to meet the new requirements. This includes the provision of investigation reports, better resident communication, and training for front line staff.

## London Borough of Ealing

**London Borough of Ealing** (202411436) did not offer compensation during its internal complaints process. Despite a resident with Chronic Obstructive Pulmonary Disease (COPD) losing the use of her kitchen due to damp and mould.

Mould appeared in multiple rooms in the house. The resident reported how the entire home smelt of damp.

The resident refused a kitchen replacement due to condensation. The landlord failed to respond to these concerns for 5 months. When it did act, it did not take steps to establish the cause of the damp.

The resident later contacted the landlord again to say that 4 inspections had taken place but with no action to resolve the situation. Her GP had told her the condition of the home was impacting her health. This should have been a cause for more urgency from the landlord. However, it failed to respond for another 6 months.

The landlord's surveyor attended and identified a range of works. The landlord did some of the works over the following 2 months. However, not all recommended works were actioned. In its complaint responses, the landlord said the resident refused works. The resident says she did not. There's no evidence to suggest the resident did, or why she did.

The landlord also said in its stage 1 response that it was unable to access the home. There is no record of this failed attempt, or explanation about why the appointment did not go ahead. In its stage 2 response, it said it attempted to contact the resident on multiple occasions but was unsuccessful. There is no record of these attempts.

At the point of determination, the remaining repairs were outstanding. Our orders were to resolve the issue for the resident.



## **Landlord learning statement**

The landlord has assigned a dedicated officer to these works for completion and post-completion. It has appointed a second repairs contractor to improve response times. It has also introduced new complaints training for staff.

It has established a complex repairs team focused on improving its case handling and responsiveness.

## **Adur Council**

**Adur Council** (202443324) delayed resolving damp and mould for a leaseholder for 9 months. It did not accept its failings in its complaint responses.

When the resident reported the issue, the landlord failed to take meaningful action for 6 weeks. After more delays, the landlord raised and completed an inspection. There's no record of the surveyors report, but the landlord raised repairs based off the survey.

It's not clear why, but the surveyor attended again and raised further repairs. The resident reported this happened a few times, all without warning. The repair got cancelled and no explanation was provided to the resident.

The landlord then delayed accepting a quote from the contractor due to workload. This added a further month of delays. The resident was not updated during this time, which meant she had to chase for updates again.

It was a lack of response to this that made her raise a formal complaint. The landlord completed some repairs 9 months after first reporting the issue. However, some repairs were still not completed at the time of determination.

It's unclear why the landlord started and then stopped the Section 20 process. It did not explain its decision or who made the call to stop it.

### **Landlord learning statement**

The landlord will use this case to make required systemic changes. This will lead to improved service delivery for all residents.

### **Places for People**

**Places for People** (202438823) failed to raise a complaint after 3 requests. Despite knowing about the issues, the landlord failed to raise any inspections or works.

The landlord also tried to handle the complaint outside of its complaints procedure. It failed to act when the resident raised concerns about her health.

It later accepted its failings in stage 1 response but did not raise a mould wash or inspection. The landlord still had not inspected by its stage 2 response date. This was 10 months after it first knew about the issues.

The landlord says it has now completed an inspection. However, there's no record of this or proposed recommendations, aside from a short schedule of works.

### **Landlord learning statement**

The landlord has created a dedicated Healthy Homes Taskforce, improving case management and triage processes. It has also introduced virtual home surveys.

Its complaints system now includes task tracking. This provides more timely follow-ups and reporting dashboards to monitor cases through to resolution.

### **A2Dominion**

This complaint followed a previous maladministration finding for **A2Dominion**. In this case (202434827 and 202449216) the landlord carried out multiple inspections which delayed works.

This meant the issues had been ongoing for 6 years.

The landlord failed to keep records relating to the outcomes of surveys. It could not demonstrate the steps it was taking to resolve the issue. Multiple visits from the landlord and its contractors were ineffective as the mould returned.

The resident was particularly concerned as her child had an allergy to fungal spores.

When the landlord did the works, it failed to make sure they were successful. Its communication throughout was poor. The resident had to chase frequently for updates.

It also failed to respond completely to her claim to its insurance team about damaged items. At the point of determination, the landlord had not completed some of the works. The landlord and resident have now agreed for a transfer to another home.

#### **Landlord learning statement**

The landlord is working to improve its record keeping. It is also improving its ability to investigate the root causes rather than just symptoms of damp and mould.

## **Learning from putting things right**

A landlord's internal complaints procedure can play an important role in resolving an issue for a resident and for the landlord to learn. While there are important timescales involved through our Complaint Handling Code, key is ensuring that responses are ethical too.

This means providing genuine apologies, demonstrating learning, and setting out clear timeframes for how issues will be resolved.

Accurate records are key for landlords, being able to rely on this evidence means landlords can make informed complaint responses. This also means a resident can be confident in the landlord's approach and improve relationships.

## Untimely or poor inspections

Often an inspection is the first action a landlord should take when it receives a report of damp and mould. Delaying these inspections or not acting on their recommendations can be the first mistake that leads to other delays and frustrations.

### Onward Homes

**Onward Homes** (202414216) delayed an inspection which left a resident living in damp and mould for 19 months. Rainwater leaked through the resident's porch and damaged belongings.

The landlord raised an urgent repair after the first report. However, a mould wash only took place after 47 working days. The landlord then did not do any repairs until after its final complaint response. There was limited action to identify the root cause.

It failed to act on the recommendations made from inspections and failed to communicate with the resident in a meaningful way. The resident chased the landlord on several occasions and received no response.

The resident experienced significant anxiety during this time. She had concerns about her child's health. She also experienced financial difficulties due to replacing flooring and belongings caused by damp and mould. The resident has also reported further issues that the landlord has not responded to.

### Landlord learning statement

Since this case, the landlord has made several changes to improve service delivery. These include transitioning repairs services related to damp and mould from contractors to its in-house teams, supporting a better-quality service.

Its approach to high-risk case management has also been improved to make sure it has the right resources to resolve complex complaints.

## London Borough of Lambeth

**London Borough of Lambeth** (202408323) failed to properly inspect the home for 5 years. This meant the landlord did not find the root cause of the damp and mould. They also did not complete the repairs.

The resident reported water leaking from the guttering. This caused damp and mould in the home. Nearly a year later she also reported that black and orange mould was growing inside her home. There were other residents in the block suffering from similar issues.

The landlord failed to inspect the home or wider building to identify the cause.

Each repair had a completed date next to it. However, there's no detail on what works the landlord did. The problems persisted, showing the actions over a 2-year period were not effective.

Following this, the landlord said it would inspect the home. It took 3 months for this to happen. There is no evidence that when this date was set, the inspection went ahead. A year later the landlord confirmed it arranged to inspect the home again. This is 18 months after the resident made a disrepair claim due to the condition of her home.

It appeared that the landlord inspected due to it being told we were investigating the complaint. While complaints should not stop works, our involvement should not influence the landlord's actions.

The inspection never took place as the resident did not grant access. There's no evidence that the landlord told the resident the appointment was taking place. Our orders in this case resolved the issues for the resident.

### **Landlord learning statement**

The landlord has provided the resident with a single point of contact as it completed the orders, inspections, and repairs. It's also looked into the support package it offers residents with vulnerabilities.

## Slough Council

**Slough Council** (202305272) left a resident in a continuous cycle of inspections and delays for 28 months.

After the landlord completed a mould wash, the resident reported the issue returned. It completed another mould wash but was delayed in doing so. The mould then returned. The landlord did not show any urgency in resolving the problem.

When the resident reported the damp and mould again, it arranged an inspection. This was completed outside of timescales and there was no report provided. The landlord raised some repairs, but it failed to complete them.

The landlord's complaint response failed to acknowledge the resident had been living in damp and mould for at least 14 months. It also did not explain why it had not completed any repairs.

Another inspection took place with more repairs raised. The landlord also did not complete them. The resident told the landlord his child was having frequent asthma attacks. The resident also reported that children at school bullied his children because of the damp smell on their uniform. The landlord did not respond.

The resident wanted to move from the property, but the landlord did not have a decant policy.

The landlord knew windows caused the damp and mould. Instead of repairing them, it ordered another inspection. That inspection lacked detail. Repairs never followed. As a result, the issues persisted.

In the following months, the landlord arranged for more inspections to happen. The landlord's notes state some appointments could not be done due to no access. But there has been no evidence to show when this took place. Of the surveys that did take place, there are no records of reports.

The landlord has now completed some repairs. However, there is still a problem with damp and mould. The resident has reported that the smell remains.

This is because damaged belongings remain in the home. The landlord has not shown it has done a follow up survey to make sure works resolved the issues.

The resident said he did not want to report further issues because he was made to feel at fault. This reluctance to make further reports shows a loss in confidence in the landlord and a further breakdown of the relationship.

### **Landlord learning statement**

The landlord has complied with all our orders and learned from this case. It now has stronger timescales in place to address ongoing damp and mould issues.

### **London Borough of Camden**

**London Borough of Camden** (202410608) took 18 months to conduct a damp inspection. The landlord only realised this when preparing its stage 1 complaint response.

Following the findings of the survey, it failed to act to remedy the rising damp it identified. It had previously conducted a mould inspection that found black mould. There is no evidence it acted on this inspection either.

Some of the issues raised by the surveys were the same as in a report 5 years earlier.

The landlord failed to keep the resident updated during this time. It took 16 months to tell the resident it may need to issue a Section 20 notice for a roof replacement. It also took over 2 years for the landlord to act to stop the leak. There is no evidence it considered what support it could give the resident.

The resident regularly updated the landlord telling it about “terrible damp” in the bedroom. It failed to take meaningful action, explain its planned approach, manage expectations, or consider interim measures sooner.

## **Southern Housing**

**Southern Housing** (202423456) took no action following inspections. The landlord left repairs unresolved for over a year.

An inspection found high damp meter readings. The landlord said it would arrange for its contractor to complete a survey. There is no evidence the landlord completed a risk assessment.

The landlord's surveyor inspected the home and made recommendations to resolve the damp and mould. The resident chased 4 months later with the contractor saying it had sent its report to the landlord but heard nothing back.

Over the next 4 months, the resident repeatedly contacted the landlord to raise concerns about the repairs completed. She also was unhappy about the lack of communication received.

This left the resident not knowing what work the contractor would complete and when. This was particularly evident when works did not happen following inspections.

Overall, it took the landlord 17 months to complete the damp and mould works and identify and complete the repairs to the roof.

### **Landlord learning statement**

The landlord will complete risk assessments for all damp and mould cases.

It will make sure that timely action, clear communication, and follow ups are essential for repairs. Household vulnerabilities will now be consistently recorded and considered as part of its processes with resident consent.

It has also introduced further staff training to make sure compliance with the Complaint Handling Code and to improve escalation and response times. Further improvements are underway following our special investigation into the landlord, including enhanced contractor monitoring and risk management.



## L&Q

**L&Q** (202442856) failed to act on inspections or raise them in a timely manner. This led to the landlord needing to carry out other inspections due to the time that had been lost. The resident has a disability, and the landlord did not account for this in its response.

When the landlord arranged an inspection by its specialist company, it failed to do the repairs. The resident chased 7 months later, and it failed to explain the delay. Due to the time that had passed, the landlord should have arranged another inspection.

When the resident made her stage 1 complaint, the landlord arranged another survey as 2 years had passed after the original one. The landlord said it attempted to contact the resident to book the survey but did not get through. The resident said this was not the case. There's no evidence the landlord tried to make sure the contact details were correct or attempt other ways of contact.

### **Landlord learning statement**

The landlord has centralised its property surveying team. It has also introduced a system to make sure vulnerabilities or adjustments are considered alongside diagnosing repairs.

In addition, ahead of the introduction of Awaab's Law, it has made further improvements to systems to meet the new requirements.

This includes the provision of investigation reports, better resident communication, and training for front line staff.

## Sanctuary

We made 2 findings of severe maladministration for **Sanctuary**. Inspections were central to failings in both cases. In one case, a resident who has learning disabilities lived with damp and mould for 3 years.

**Case 202432142**

There was a delay of 2 months before the surveyor inspected her home. The surveyor made recommendations, and the landlord approved these quotes. It decided to do the external work first and the internal second.

The landlord addressed the works 6 months after she reported her carpets were wet from damp and mould. The resident also raised concerns about the effectiveness of the contractor's works. There's no evidence the landlord followed this up.

The landlord provided the resident with a dehumidifier. She said this was impacting her health and wanted a wet/dry vacuum. The landlord said it could not supply this.

More surveys took place at the resident's home, including a specialist damp survey. The landlord did not raise any repairs based on these surveys.

There was a lack of ownership of the issues and decision making within the landlord's staff. Often the repairs or complaints were passed between teams.

The resident said she was unable to sleep in her bedroom due to the damp. The landlord did not acknowledge this in its complaint responses at either stage. The resident raised this again with the landlord. An internal email asked whether it should temporarily move the resident. It did not do this.

**Case 202427340**

The landlord failed to take meaningful action following an inspection. This meant delays impacted her for 3 years.

It initially arranged an inspection but cancelled this and requested a damp survey instead. This was arranged outside of timescales. This was completed 3 months after the resident reported her issues.

The landlord ordered the works 10 months after the inspection. It completed some repairs 13 months after the survey.

During this time and after, multiple visits to the home and several inspections took place. Records show the landlord raised, cancelled, and re-raised orders. This caused confusion amongst staff.

The landlord approved final works 19 months after the damp survey. It completed these works in the following months.

Communication with the resident was poor throughout. The resident has a learning disability, and this was clearly known to the landlord. It did not offer her reasonable adjustments based on this.

### **Landlord learning statement**

The landlord has reviewed its processes and changed how services are delivered before Awaab's Law. These changes include operating structures, process changes, and revised timeframes for damp and mould services.

It's also introduced new technology solutions to improve processes and communication for residents.

## **Learning from untimely or poor inspections**

Landlords should be aware of obligations under Housing Health and Safety Rating System. Where a potential hazard is identified, landlords must conduct inspections. They must also do additional monitoring of the home

Inspections should be done as soon as possible after an issue is reported. Any recommendations must be followed up and actioned.

Communication to residents during this time is essential. Set out clear expectations and timescales for the works that have come from the inspection.

Vulnerabilities should be considered if an inspection needs more urgency. Remedial action may also need to be more urgent. Effective triaging of cases by landlords can help at this stage.

Awaab's Law provides landlords with stricter timescales. Landlords should plan to meet the requirements and avoid delays or non-compliance.

Landlords can trust the advice of their expert surveyors. If residents dispute this advice, landlords should arrange an independent surveyor. This checks if the surveyor reaches the same conclusions.

Landlords should arrange inspections promptly. If an inspection is cancelled or missed, schedule a new appointment as soon as possible. Any appointment should be communicated with the resident and takes the resident's life into consideration when doing so.

If a landlord does multiple surveys with different results, it should reconcile the differences. Landlords should avoid choosing recommendations that involve the least action. They should not keep ordering inspections instead of taking decisive steps.

Internal communications within a landlord is another important element of getting the flow from inspection to works right. Too often there's poor communication or single points of failure. This poor communication can be made worse by inadequate record keeping.

## Delayed works

Delays to inspections and surveys create problems. Repeated inspections also create problems.

These cases show the impact of ongoing delays to the repairs themselves.

### Hyde Group

**Hyde Group** (202424025) failed to follow up on survey recommendations and delayed works. This meant the resident was left with outstanding works for over a year.

The case was only referred to us a year after her stage 2 response. This suggests the landlord could have prevented this investigation with more timely works.

The landlord could not provide its initial inspection report. However, there's evidence it took some positive steps in the early stages. These include a damp and mould treatment and follow up surveys.

It also completed a damp and mould inspection and identified the works required. As we have not seen the initial inspection report, it's unclear if the situation worsened between the 2 inspections.

Some works took place several months after the inspection. The landlord did not share the survey findings with the resident or inform her of when the works would be done. Therefore, she was left waiting for works to take place.

Further inspections took place over these months. These all came to the same conclusions about what works were needed. Another inspection found further works were required. It's not clear if this is because the situation in the home had worsened or the initial inspection did not pick this up.

Some works during the case failed and the contractor had to reattend. There were works outstanding at the point of determination which our orders resolved for the resident. There was also damage to belongings which we have ordered the landlord to examine once works are complete.

### **Landlord learning statement**

The landlord has improved record-keeping, including updating customers' vulnerabilities. The landlord can now prioritise repairs in households with medical issues. This includes respiratory conditions.

It's also doing preventative work. This includes installing smart fans to improve ventilation in homes as standard.

It has introduced better diagnostic tools to resolve issues first time. It also provides clear timelines on follow-up appointments and considers damage to personal items in compensation offers.

In recent years, the landlord has doubled its complaints team and is resolving complaints faster. This has improved complaint handling satisfaction.

### **Gateshead Council**

We made a severe maladministration finding for **Gateshead Council** ([202202659](#)) with long delays to works taking place. The delay forced the resident to move out before the landlord finished the works.

The resident lived in damp and mould for 4 years before he moved out. The landlord did multiple inspections with no evidence of what these found or recommended. These took place nearly a year after it was told about the issues in the home.

The resident had to complain before the landlord took meaningful action. In its complaint responses it offered compensation. However, as the repairs were still outstanding, it failed to set timeframes and action plans for when these would be delivered.

An asbestos survey complicated the repairs. However, the landlord still did not progress repairs in a reasonable time. The landlord failed to explain why the works were delayed or when they would start.

The works were completed in stages. The landlord completed some works 2 years after the resident reported the issue and others 3 years later.

The resident had to chase the landlord for updates during this time. The final repair took place once the resident had left the home. This was 4 years after he first reported the damp and mould.

### **Landlord learning statement**

The landlord has introduced a new damp and mould policy. It has established a specialist team and provided staff training on the issue.

It's also investing in proactive measures in its homes. To date this year, the landlord has invested £654,000 in damp and mould preventative work.

### **L&Q**

**L&Q (202234791)** significantly delayed repairs. Despite water running down a child's walls when it rained. There was also water pouring through light fittings and alarms when an upstairs neighbour had a bath.

The landlord delayed various repairs without explanation. It delayed some repairs by 5 or 6 months, others by over a year. The landlord completed mould treatments during this time, but these were not effective.

The delays to the repairs caused the resident distress, upset, and frustration. She felt ignored by the landlord. She asked for her family to be rehoused. The landlord did not respond.

The resident has reported that the damp and mould issues are ongoing. We made orders for the landlord to resolve this.

### **Landlord learning statement**

The landlord has centralised its property surveying team. It has also introduced a system to make sure vulnerabilities or adjustments are considered alongside diagnosing repairs.

In addition, ahead of the introduction of Awaab's Law, it has made further improvements to systems to meet the new requirements. This includes the provision of investigation reports, better resident communication, and training for front line staff.

## **My Space Housing Solutions**

There were excessive delays to how **My Space Housing Solutions** (202347604) dealt with damp and mould.

The landlord failed to do a damp and mould inspection for 14 months. By this point, the resident had moved out of the home.

When it did make some repairs, such as installing a Positive Input Ventilation (PIV) unit, it failed to explain why to the resident. The landlord did not address the damage caused by the damp and mould to the resident's belongings. It could have given details of its insurer. It also did not respond to the concerns she had about her health.

### **Landlord learning statement**

The landlord has revised its Home Quality Policy which includes damp and mould repairs. It's currently introduced a new housing management system.

Its repairs service has also moved to a national contractor with clear response targets and performance measures.

## **Southern Housing**

**Southern Housing** (202231873) delayed resolving damp and mould for 17 months.

Despite an elderly resident living in the home, who uses a wheelchair. The resident, her daughter, reported how they had to throw away furniture, photos, and documents due to the damp and mould.

The resident described how she was unable to have visitors. She said carers refused to come to help her mother while the home was in poor condition. This caused the resident to attend counselling.

The local authority served a notice to the landlord. This stated that the damp and mould was a risk to the household's health or safety.



When the landlord first visited, it found various issues including soaking walls. It created an action plan based on this. It also knew that the resident's GP had said the home was not habitable.

The landlord failed to take quick action, whether it be surveys or follow up works. During the delays, the landlord did not keep the resident updated. For example, a damp report was obtained 8 months after the initial visit. New fans were installed 10 months after it knew the previous ones were inadequate.

Some works required the resident to move out, which delayed them taking place. Other issues included difficulty coordinating works and internal procurement procedures. The landlord did not consider interim measures.

The landlord waited 8 to 16 months to complete repairs after identifying they were needed.

### **Landlord learning statement**

The landlord will now be taking fast action, clear communication, and thorough risk assessments, especially where a resident has a vulnerability. In future if delays occur, the landlord will consider interim solutions.

It's clearer on its obligations about record keeping. It's improving its approach to damp and mould to tackle reports quicker.

## **London Borough of Haringey**

**London Borough of Haringey** (202332472) failed to do damp and mould repairs for 18 months. The resident reported multiple leaks, but this did not speed up the landlord's response.

The resident reported that water entered his home when it rained. Following an inspection, the landlord did not progress the repairs. It also did not tell the resident its position on the repairs or when it would do them.

The landlord did mitigating measures, such as mould washes, 116 days after the resident raised the issues. The landlord also removed the dehumidifier from the house despite the issues ongoing.

The resident informed the landlord it removed flooring due to the damp. The landlord did not acknowledge this or give details of its insurers. The landlord took some steps to address the damp and mould during the last half of the complaint. This happened only after we intervened.

Overall, it took 550 days to replace the windows following the surveyor raising the works.

### **Landlord learning statement**

The landlord has launched a resident repairs continuous improvement group. This group helped co-produce its new responsive repairs policy, new repairs handbook, and towards the restructuring of its repairs service.

It has also introduced a new process to make sure complaints are handled in a way that enables residents to speak with a dedicated officer.

## **Learning from delayed works**

While some actions such as inspections and acknowledgement of issues can be done well at the start, the action must be followed through. The experience of the resident can deteriorate over the course of a repair. The longer delays happen, and especially if they're not explained or communicated, the more frustrated and distressed residents become.

Proactive communication and effective knowledge and information management are at the heart of this. But landlords must also be clear in repairs timescales when things will be resolved and be able to meet these.

While some delays are beyond a landlord's control, most delays in our casework are due to landlord inaction.

Landlords should examine repairs policies against our Spotlight report on repairs and maintenance. This gives key information about where repairs can be improved.

## Centre for Learning resources

**Awaab's Law key topics page**.

**Damp and mould key topics page** with reports, podcasts, and case studies.

**Damp and mould eLearning** and workshops available on the Learning Hub.

**Knowledge and information management key topics page** with reports, podcasts, and case studies.

**Knowledge and information management eLearning** and workshops available on the Learning Hub.

**Attitudes, respect and rights key topics page** with reports, podcasts and case studies.

**Attitudes, respect and rights eLearning** and workshops available on the Learning Hub.

**Temporary moves key topics page** with reports, podcasts and case studies.

**Spotlight report on repairs and maintenance - repairing trust**

**The Complaint Handling Code**

## Glossary of terms used

Term used	Meaning
Severe maladministration	A finding made by the Housing Ombudsman. Where a landlord has failed significantly in its duties, showing serious service failure that has caused residents harm, distress, or disadvantage.
Section 20 notice	A legal document that landlords must issue to leaseholders when planning major works
Leaseholder	Someone who bought a property from a social landlord. They own the home for a fixed period but not the land, with responsibilities for internal repairs. The landlord is responsible for the building structure and common areas.
Awaab's Law	Law that requires landlords to fix reported health hazards in social homes within specified timeframes.
Housing Health and Safety Rating System (HHSRS)	A system that requires landlords to identify and assess potential hazards in homes and take action to protect residents' health and safety.