

SPSO decision report

Case: 201103775, Wellhouse Housing Association Ltd
Sector: housing associations
Subject: complaints handling
Outcome: not upheld, no recommendations

Summary

Ms C and her son live in a house owned by the association. After discussions about her son's anti-social behaviour, the association wrote to Ms C saying that she would be re-charged (have to pay for) for damage caused during an incident in 2007 when her son's friend forced the door open.

Because of the amount of money that Ms C owed the association, they served her with notice that they intended to take proceedings to end her tenancy. She then signed a document admitting that she owed £688.88 for repairs and agreed to repay the debt at £5 per week. Over the next three years, Ms C continued to repay the debt, making various arrangements to vary her repayments.

In May 2011, Ms C wrote to the association saying that she was unhappy with the rechargeable repair. She referred to an incident in 2008 when a door was broken, which she believed she was recharged for and which she felt was not her fault. Ms C initially said that her ex-partner had damaged the door and the association asked her to provide a police report detailing what happened. The incident number that she gave was, however, not relevant to the damage that the association had charged her for. Ms C also said that it was actually her son's friend who had kicked the door, not her ex-partner. The association continued to hold Ms C responsible for the cost of the repair.

After Ms C complained, the association's depute director and management committee considered the matter. They took the view that, because of Ms C's varying accounts of the cause of the damage, the fact that she had already had ample opportunity to dispute the charges and had made substantial payments towards the rechargeable repairs, there was no reason to refund the payments she had already paid or to cancel the outstanding balance.

When Ms C complained to us, she told us that she had challenged the charges at the time they were made and had provided crime reference numbers which she believed the association had lost. After careful consideration of the association's files and records, we found no evidence that Ms C was charged for an incident in 2008 or that she had challenged the decision to charge her for the incident in 2007 at any point before May 2011. We considered that the decision not to write off the rechargeable repair was a discretionary one (ie one the association were entitled to take) and that the association had considered Ms C's request in 2011 reasonably, taking into account the relevant factors.