

**Case:** 201104667, Fife Council  
**Sector:** local government  
**Subject:** repairs and maintenance of housing stock  
**Outcome:** some upheld, recommendations

### Summary

Mrs C is a council tenant. In 1997, she moved from one property to another in an exchange scheme. It was a condition of the scheme that Mrs C accepted her new house in its current condition and that no non-emergency/non-statutory repairs would be carried out during the first six months. Mrs C told us that when she took over the house, she reported that there was a chip in the bath tub. She said that the council refused to repair the bath and told her that she had to take the property as seen. In 2011 Mrs C transferred again. The council made a pre-transfer assessment, and assessed the bath as 'damaged'. They sent her an invoice for more than £600 to cover the cost of replacing it. Mrs C said that the damage referred to was the same chip that existed when she moved into the property.

In deciding to hold Mrs C liable for replacing the bath, the council relied on the 'Application to Exchange Houses' form and the end of tenancy document completed by the council officer who inspected the property in 1997. They also referred to a copy of the pre-transfer report prepared before Mrs C vacated the property in 2011.

Our investigation found that the 1997 forms were largely incomplete, with only the section about the décor of the property filled in. There was no record of the condition of the bath. The council took the view that because the documents did not say the bath was damaged, this meant the damage occurred after Mrs C moved in. We, however, took the view that as there was nothing in writing to show that the bath was inspected at the end of the previous tenant's tenancy, this was not evidence that it was undamaged at that date.

The council also told us that when they carried out the pre-transfer inspection in 2011 they told Mrs C that she would be charged for the bath. When we looked at the relevant report, we found that although the fact that the bath was 'chipped' was noted, there was no indication that this was rechargeable. There

was no agreement by Mrs C in the declaration section to either undertake repairs herself or pay the cost of repairs, and she had not signed the report. We saw no evidence that disagreed with what Mrs C had told us, and we upheld her complaint. The council have since cancelled the invoice and re-emphasised to staff the importance of completing documents about the inspection of property at the end or start of a tenancy.

### **Recommendations**

We recommended that the council:

- review their decision to recharge Mrs C and do so with fair cognisance of the information available and/or not available including Mrs C's version of events; and
- review their procedures in relation to the completion of documents relating to the inspection of property at the end or commencement of a tenancy, ensuring that all sections are completed as required.