

## SPSO decision report

**Case:** 201605878, Aberdeen City Council  
**Sector:** local government  
**Subject:** repairs and maintenance  
**Decision:** not upheld, no recommendations

### Summary

Mr C complained about the way that the council dealt with repairs relating to a leak in the roof of his council tenancy. He told us that there had been considerable delays to complete the roof works required and that this had led to extensive damage to the plaster in one of his bedrooms. He said that the council told him that he would be responsible for the works internally and so he began carrying out the necessary repairs, stripping the plaster from the walls. Whilst this work was in progress, he told us that a council officer attended his property and told him to stop the works immediately. The council then completed the works and recharged Mr C for the cost, which he felt was unreasonable.

We found that there had been a period of around six months from the date the repairs were first reported until the roof works were totally complete. However, the council initially carried out a minor repair within two days, which they believed had stopped the leak. We saw no evidence that Mr C had contacted the council to report that the leak persisted and they only became aware that further works were required three months after the initial repair, when visiting to investigate reports of unauthorised works. At this visit, they found that the plaster had been removed from two of the walls in the bedroom and the electrics had been damaged.

We found that the council then instructed a report, which identified that fairly major masonry works were required, necessitating extensive scaffolding. They accepted that there was some degree of delay in completing these works, but explained that this was due to poor weather and a high demand for roofing contractors. On balance, we did not consider that there was an unreasonable delay, given the extent of the works required. We also considered that they were entitled to recharge Mr C for the works required to the bedroom, as there was no evidence that he had contacted them to request these repairs before carrying them out himself, which he was required to do under the terms of his tenancy agreement. For these reasons, we did not uphold Mr C's complaints.