

SPSO decision report



Case: 201900063, East Lothian Council
Sector: Local Government
Subject: Repairs and maintenance
Decision: upheld, recommendations

Summary

C complained about the actions of the council in carrying out roof repair works on a block of flats as an emergency repair, without seeking prior agreement from shared owners. C also raised concerns that the invoice charged for excess materials. C's flat was let to the council through a management agent, and the council initially sent the invoice for the works to the agent. C complained that the council did not send the invoice to them directly, and they did not receive it until around two years later.

The council noted that the required repair constituted a health and safety risk, and was therefore classed as an emergency and carried out as soon as possible. They confirmed the works were visually checked by a council official before being signed off, and they refuted that excess materials had been charged for. They advised that the opportunity had been taken to clean the gutters while scaffolding was erected, and acknowledged this did not meet the definition of an emergency repair. They confirmed it is normal procedure to send invoices to the party listed on the national landlord registration database, and that in some cases this is the agent. The council considered the delay in the invoice reaching C lay predominantly with the agent, although they accepted they delayed for around six months after the agent had asked them to send the invoice directly to C.

We were satisfied that classification of the works as an emergency was a matter for the council's discretion, and that their policy entitled them to carry out such work without owners' agreement. We were unable to evidence that owners were charged for excess materials, but we noted the gutter cleaning work was not an emergency and should not have been carried out without owners' consent. We were unable to confirm the party listed on the landlord database at the time of the works, but we noted the council contributed to the delay in the invoice being issued directly to C. On balance, we upheld this complaint.

Recommendations

What we asked the organisation to do in this case:

- Apologise to C for their part in the delay in issuing the invoice to them, and for the failure to seek owners' agreement for the gutter cleaning works. The apology should meet the standards set out in the SPSO guidelines on apology available at www.spsso.org.uk/information-leaflets.
- The council should waive the charge for gutter cleaning works.

What we said should change to put things right in future:

- The agreement of all owners should be sought for mutual repairs, unless all the repair work fits the definition of an emergency. The council should remind relevant staff of the importance of adhering to the terms of their Mutual Repairs and Shared Costs Policy in this regard.

We have asked the organisation to provide us with evidence that they have implemented the recommendations we have made on this case by the deadline we set.