

**Case 200502567: The City of Edinburgh Council**

**Summary of Investigation**

**Category**

Local government: Housing; Housing Statutory Repairs Notices

**Overview**

The complainant (Mr C) raised a number of complaints that The City of Edinburgh Council (the Council) had not acted properly in relation to works that had been undertaken at his property and that these actions had resulted in unnecessary financial loss, taken up a disproportionate amount of his time and energy and caused him considerable stress.

**Specific complaints and conclusions**

The complaints which have been investigated are that the Council:

- (a) failed to ensure that the expense was reasonably incurred (*not upheld*);
- (b) failed to ensure that the extent of the work carried out was reasonable and not excessive (*not upheld*);
- (c) failed to correspond within a reasonable period with regard to various correspondence relating to the matter (*not upheld*);
- (d) failed to correspond for a period of more than one year with regard to the matter (*not upheld*);
- (e) failed to confirm the outcome of the 'appeals' of the cases (*not upheld*);
- (f) failed to take positive action to try to produce a solution (*not upheld*);
- (g) failed to provide an effective Customer Complaint process (*upheld*);
- (h) failed to issue Statutory Notices and corresponding invoices correctly (*not upheld*);
- (i) failed to issue Statutory Notices timeously (*not upheld*);
- (j) failed to adequately warn Mr C and other owners and occupiers that scaffolding was due to be erected outside their properties (*not upheld*);  
and
- (k) used threatening and bullying language with regard to pursuing payment of the invoices sent in September 2005 (*not upheld*).

**Redress and recommendations**

The Ombudsman recommends that the Council:

- (i) apologise to Mr C for the confusion and omissions in their handling of his complaints; and
- (ii) make clear to complainants what the various stages in their complaints process are, which department they should expect to receive communication from, how to progress their complaints through the process, indicate clearly when the Council believe that the process has been completed and what they can do if they remain dissatisfied in each specific case.

The Council have accepted the recommendations and will act on them accordingly.

## **Main Investigation Report**

### **Introduction**

1. On 13 December 2005 the Ombudsman received a complaint from a man, referred to in this report as Mr C. His complaint was that The City of Edinburgh Council (the Council) had not acted properly in relation to works that had been undertaken at his property and that these actions had resulted in unnecessary financial loss, taken up a disproportionate amount of his time and energy and caused him considerable stress.

2. The complaints from Mr C which I have investigated are that the Council:
- (a) failed to ensure that the expense was reasonably incurred;
  - (b) failed to ensure that the extent of the work carried out was reasonable and not excessive;
  - (c) failed to correspond within a reasonable period with regard to various correspondence relating to the matter;
  - (d) failed to correspond for a period of more than one year with regard to the matter;
  - (e) failed to confirm the outcome of the 'appeals' of the cases;
  - (f) failed to take positive action to try to produce a solution;
  - (g) failed to provide an effective Customer Complaint process;
  - (h) failed to issue Statutory Notices and corresponding invoices correctly;
  - (i) failed to issue Statutory Notices timeously;
  - (j) failed to adequately warn Mr C and other owners and occupiers that scaffolding was due to be erected outside their properties; and
  - (k) used threatening and bullying language with regard to pursuing payment of the invoices sent in September 2005.

### **Investigation**

3. The investigation of this complaint involved obtaining and reading all the relevant documentation, including correspondence between Mr C and the Council and copies of the Statutory Notices and invoices concerned. I have not included in this report every detail investigated but I am satisfied that no matter of significance has been overlooked. Mr C and the Council were given an opportunity to comment on a draft of this report.

4. Section 31(4) of The City Of Edinburgh District Council Order Confirmation Act 1991 (The Act) states: 'The Council may in case of emergency (of which

the Council shall be the sole judge) cause a drainage system to be repaired or scoured without notice having been given (but in such a case notice of the repair or scouring which has been carried out shall be given by the Council to the owner or occupier as soon as possible thereafter) and the expense reasonably incurred in so doing shall be recoverable by the Council from the owners or occupiers of any premises to which such drainage system or any part thereof is connected.'

5. Mr C is the owner-occupier of a flat in a tenement block in Edinburgh. In early 2004 a number of owners made complaints to the Council with regard to blocked drains and fractured downpipes on the block. Under the terms of section 31(4) of the Act, the Council engaged a contractor (the Contractor) to carry out three separate works to remedy the problems. These works were carried out in February, March and May 2004.

6. As required by the Act, the Council served notices on the owners of the property of the emergency action that had been undertaken and their responsibilities to pay an equal share of the costs incurred by the Council. These notices were served on 22 March, 20 April and 15 June 2004.

7. On 7 May 2004 the occupiers of the property, including Mr C, wrote to the Council with enquiries and information requests about the works undertaken. The letter contained fifteen points of enquiry, and ended with the conclusion that the occupiers were not satisfied that the amount to be charged for the works was reasonable. A Senior Conservation Officer of the Council (Officer 1) responded in full to the letter on 14 June 2004. Where the occupiers' questions were predicated on incorrect information, he explained the situation clearly to them. He also apologised for the delay in responding.

8. On 3 June 2004 invoices were sent to the owners in respect of the works carried out in February 2004. Mr C paid his share in early July 2004.

9. The occupiers wrote again to the Council on 5 June 2004 with further enquiries and information requests about the works undertaken. The letter contained 45 points of enquiry, about the various works that had been undertaken and the Council's procedures for engaging contractors. Mr C made a telephone call to the Council's Quality and Customer Care Unit (the Unit) on 8 June 2004. As a result of this call he faxed copies of the letters of 7 May 2004 and 5 June 2004 to the Unit. The Unit acknowledged receipt of the

fax on 8 June 2004. Officer 1's letter of 14 June 2004 acknowledged receipt of the letter of 5 June 2004 and explained that a response would be made in due course. On 29 June 2004 Officer 1 wrote again to Mr C explaining that due to the level of information requested and the demand on the Council's services, there would be a delay to the response. On the same day Officer 1 wrote again to Mr C, with answers to the enquiries the occupiers had made regarding the works carried out in February 2004. On 9 July 2004 the Head of Corporate Property and Emergency Planning (Officer 2) wrote to Mr C with a full response to the occupiers' letter of 5 June 2004. Where the occupiers' questions were predicated on incorrect information, he explained the situation clearly to them. He also apologised for the delay in responding.

10. Mr C wrote to Officer 2 on 29 July 2004. He asked the Council to outline the condition of each section of pipe replaced in the works and for further information about the Contractor who had carried out the works. Officer 2 responded to Mr C on 16 August 2004. In his letter he stated that his 'letter of 29 July 2004' had provided answers to all Mr C's questions and that he was of the view that there was 'no merit in prolonging correspondence on this matter'. In conclusion, he reminded Mr C that the Act made clear that the Council may have a drainage system repaired in the event of an emergency, that the officer on call had deemed the matter an emergency and instructed that the system be repaired. He gave his view that the information requested by Mr C about the Contractor who had carried out the works was not pertinent to the actions of the officer in responding to the emergency and that the drainage system was now functioning correctly again.

11. Mr C wrote to Officer 2 on 2 September 2004. Mr C queried the date of the letter referred to, as he had only received the letter of 9 July 2004. Mr C restated his detailed request for information on the condition of each section of pipe replaced in the works. Mr C referred to the letter of 9 July 2004, wherein it was stated that some sections of the pipe had a 'very limited lifespan'. Mr C argued that this would mean they were not in need of immediate repair and, therefore, should not have been replaced in emergency works. Finally, Mr C asked for an update regarding the overall position concerning the proposed costs to the owners.

12. Officer 2 responded to Mr C on 17 September 2004. He confirmed that mention of a letter of 29 July 2004 was a typographical error, apologised for this, and confirmed that he had been referring to the letter of 9 July 2004. He

referred Mr C to this letter again in respect of his queries about the condition of the replaced pipes. In response to Mr C's comments about whether or not certain sections of the pipe should have been replaced in emergency works he pointed out that the Act states the Council shall be the sole judge of whether an emergency repair is required and that the opinion of the inspector on site had been that the pipe required replacement and that Officer 1 had confirmed this decision. He also reiterated the view expressed in his letter of 16 August 2004 that there was 'no merit in prolonging correspondence on this matter'. Finally, he stated that it was hoped that information from the Contractor would be available in the near future, at which time it would be relayed to Mr C.

13. On 22 September 2005 invoices were sent to the owners in respect of the works carried out in March and May 2004.

14. On 5 October 2005, Mr C wrote to the Head of Property Management requesting copies of the Contractor's invoices to the Council related to the works. Mr C also noted that he felt that copies of these invoices should have been provided along with the Council's invoices and that the Council's actions in allowing the invoices to be inspected but not issuing copies was unreasonable. Mr C said that he was not in a position to settle the invoices without having seen the Contractor's invoices. He also provided a copy of this letter to the Council's Director of Finance.

15. Officer 1 wrote to Mr C on 11 October 2005. He told Mr C that it was the City Development Department's policy not to send out copies of contractor's invoices for reasons of confidentiality. He advised Mr C that the invoices were available to view and invited Mr C to arrange an appointment with him in order to do this. Finally, Officer 1 noted that he was satisfied that the invoices were reasonable and correct and had instructed the Finance Department to continue to pursue payment.

16. Mr C responded to this letter on 17 and 18 October 2005. In his letter of 17 October 2005 Mr C reiterated his belief that the policy of allowing invoices to be viewed but not sent was unreasonable and stated that he considered Officer 1's comment that he had instructed the Finance Department to continue to pursue payment to be bullying and threatening. Mr C said that he believed no reasonable person would be expected to pay without seeing evidence of the final charges made to the Council. He raised the issue that he had not been advised that the Contractor's invoices had been paid, which he believed would

be based on Officer 2's statement in his letter of 17 September 2004 that information from the Contractor would be relayed to Mr C when it was available. In a letter of 18 October 2005 Mr C restated his request for copies of the invoices under the terms of the Freedom of Information (Scotland) Act 2002.

17. In response to these letters, Officer 1 wrote to Mr C on 28 October 2005 enclosing copies of the Contractor's invoices and explaining that the department's policy was based on minimising the risk of existing contractor's rates being revealed to potential competitors.

18. Final notices for the invoices of 22 September 2005 were sent to the owners on 18 November 2005.

19. On 24 November 2005 Mr C wrote to the Head of Property Management stating that as the matter was the subject of a formal complaint being made against the Council he was not in a position to settle the invoices. He also commented that he believed the time that had elapsed between the correspondence in 2004 and the invoices being issued in September 2005 indicated that the Council had not treated the issue as a matter of urgency and assumed that the Council would be prepared to wait until the outcome of the formal complaint before pursuing payment further. He provided a copy of this letter to the Council's Director of Finance.

20. Officer 1 wrote to Mr C on 7 December 2005 advising him of the Council's view that the information he had requested in order to be enabled to settle the invoices had been provided to him and that, therefore, his payment was now due. He added that he was unaware of any formal complaint being made against the Council that would prevent the invoices being settled.

21. On 13 December 2005 Mr C contacted the Ombudsman's office with his complaints against the Council.

**(a) The Council failed to ensure that the expense was reasonably incurred**

22. Mr C believed that the invoices submitted to the Council by the Contractor were unreasonable for a number of reasons. Mr C told me that he monitored the works being undertaken during May 2004 and in his view, the hours of work that the Contractor invoiced the Council for did not match his records. Mr C also believed that there was an unreasonable discrepancy between the

amounts charged by the Contractor for similar jobs, that a member of the plumbing trade had advised him that the man hours charged were unreasonable for the work undertaken and that the level of mark-up agreed in the Council's contract with the Contractor was unreasonably high.

23. The Council told me that the time charged for by the Contractor was accepted on trust and judged by the Council's experience of similar repairs. The Council believed these charges to be reasonable. The Council noted that the letter of 9 July 2004 invited Mr C to inform the Council of the discrepancies between the Contractor's invoice and his own records but he did not do so. The Council also pointed out that an explanation of the mark-up agreed with the Contractor had been provided to Mr C in the letter of 9 July 2004 as well as stating the Council felt these rates to be relatively low.

24. Mr C believed that the Council's statement of their belief that there was 'no merit in prolonging correspondence on this matter' in their letter of 16 August 2004 prevented him from giving the Council further information about the discrepancies between the invoices and his own records.

*(a) Conclusion*

25. It is not the Ombudsman's role to assess how much progress there was on the works on any particular day or what, if any other factors would have affected the progress of work on any particular day. However, it is clear that the Council accepted the Contractor's invoice as reasonable based on their experience of similar repairs and this was a matter for the Council's discretion. Mr C was given the opportunity to provide the Council with further information about the discrepancies between the Contractor's invoices and his records. His contention that the Council effectively prevented this by the statement in their letter of 16 August 2004 is not compelling as he did continue to correspond with the Council thereafter (see paragraph 11 above). Similarly the Council believed the Contractor's invoices to be reasonable in terms of the other amounts charged for. The mark-up on work rates was part of the contract between the Council and the Contractor, and was believed to be reasonable by the Council. In terms of section 31(4) of the Act, Mr C had no right of appeal against the Council's decision to undertake the emergency works, nor against his liability to pay his share of the amounts which the Council clearly believe were reasonably incurred. Accordingly, I do not uphold the complaint.



**(b) The Council failed to ensure that the extent of the work carried out was reasonable and not excessive**

26. Mr C believed that the Council replaced sections of pipe that it was unreasonable to suggest required repair under an emergency order (see paragraphs 10 to 12 above).

27. The Council told me that their view was that all of the sections of pipe contained defects, and their view was that the replacement of all the sections of pipe was required to remedy the problem.

28. Mr C believed that an officer of the Council advised one of the other occupiers that only certain sections of the pipe required to be replaced and that an employee of the Contractor advised Mr C similarly.

*(b) Conclusion*

29. In terms of section 31(4) of the Act, the Council are the sole judge of whether a defect in a drainage system represents an emergency and have the right to have that system repaired. It follows, therefore, that the Council would have the right to define what works were required to repair that defect. The Council inspector on site had been of the opinion that all of the pipe required replacement and that Officer 1 had confirmed this decision. Mr C's belief that a Council officer and an employee of the Contractor had advised to the contrary is based solely on verbal communication that cannot be objectively verified. Therefore, I do not uphold the complaint.

**(c) The Council failed to correspond within a reasonable period with regard to various correspondence relating to this matter**

30. Mr C believed that letters sent by him individually and the occupiers collectively on 10 May 2004 (dated 7 May 2004), 7 June 2004 (dated 5 June 2004), 10 June 2004 and 30 July 2004 (dated 29 July) were not acknowledged or responded to within a reasonable period.

31. The Council's Customer Care Charter states that letters and emails will be responded to within ten working days.

32. Details of the responses to these letters are laid out in the table below:

Date of letter	Date of first acknowledgement	Period between letter and response
7 May 2004	14 June 2004	25 working days
7 June 2004	14 June 2004	5 working days
10 June 2004	29 June 2004	13 working days
29 July 2004	16 August 2004	12 working days

*(c) Conclusion*

33. The Council clearly responded to the last three letters Mr C refers to within a reasonable time, although two of the letters were not responded to strictly within the timescales the Council published. The letter sent on 7 May 2004 by the occupiers took longer to acknowledge than would be ideal, however, given the amount of information the occupiers requested in this letter, which Mr C acknowledged was significant, I do not believe a response time of 25 working days was unreasonable. Therefore, I do not uphold the complaint.

**(d) The Council failed to correspond for a period of more than one year with regard to the matter**

34. Mr C believed that the gap in correspondence between 17 September 2004 and 22 September 2005 was unreasonable and that the Council did not supply information that they had promised in the letter of 17 September 2004.

35. In his letter of 17 September 2004, Officer 2 told Mr C that 'with regard to an update on costs I would advise you that [Officer 1] has recently been in touch with the Contractor and it is hoped to have the information to hand in the near future, at which time it will be relayed to you'. Mr C took this to mean that whatever information Officer 1 received from the Contractor would be relayed to Mr C before the final invoices were sent to owners.

36. The Council told me that the invoice was not prepared until September 2005 due to a severe work backlog in the accounts division. They also advised that there had been no communication with Mr C during the period from September 2004 to September 2005 as they did not believe there was any need for correspondence during that period.

*(d) Conclusion*

37. Mr C's understanding of Officer 2's comment was at odds with the Council's own understanding. Both of these points of view are reasonable.

However, as noted in paragraph 12, the Council had made clear that they believed there was no merit in prolonging correspondence on this matter. I consider that Mr C should have reasonably taken this to mean that the Council would not be corresponding further with him apart from to advise him of his final liability. The Council have reasonably explained that pressure of work prevented the accounts department from issuing the invoices earlier than September 2005. Therefore, I do not uphold the complaint.

**(e) The Council failed to confirm the outcome of the 'appeals' of the cases**

38. There is no provision in the Act for an appeal against the Council's decision to undertake emergency works, any element of those works or the final costs of the work undertaken. There is, therefore, no formal appeals procedure.

39. With regard to the two later emergency repairs, the Council advised Mr C in their letter of 14 June 2004 that: 'there is no right of appeal under section 31 of [the Act]. However, as the owners are aware of the invoice and along with the letter received by this Department on 11 May 2004, we will consider it as an appeal and review all aspects of the case.' This was reiterated in the letter of 9 July 2004.

40. The Council intended these statements to indicate that the letters of 14 June and 9 July 2004 represented the outcome of the reviews they had undertaken. Mr C took these statements to mean that a further review would be undertaken.

*(e) Conclusion*

41. As there is no right of appeal under section 31 of the Act, the Council's decisions, communicated in their letters of 14 June and 9 July 2004 to consider the occupiers' letters as an appeal represented a step beyond their statutory obligations. The Council could have made more explicit that those letters represented the notification of a review and its outcome, but it was reasonably clear from their contents that they represented the result of a review of all the aspects of the case. Accordingly, I do not uphold the complaint.

**(f) The Council failed to take positive action to try to produce a solution**

42. Mr C believed that the Council did not progress the 'appeals' they had mentioned in their letters (see paragraphs 40 to 43 above) and that they did not

take action to minimise the costs of the works undertaken following receipt of the Contractor's invoice.

43. As noted in paragraph 23 above, the Council accepted the Contractor's invoice as reasonable based on their experience of similar repairs.

44. The Council told me that they believed they had taken appropriate action to consider and respond to Mr C's complaints, and that this had utilised significant Council resources. They noted that Mr C had settled his liability in full and concluded, therefore, that he may now accept their position.

45. Mr C made clear to me that the settlement of his liability did not represent an acceptance of the Council's position.

*(f) Conclusion*

46. The issue of the Council's dealing with Mr C's 'appeals' is dealt with as complaint (e). The Council clearly considered and responded to Mr C and the occupiers' complaints. Mr C disagreed with their conclusions. However, these conclusions were reasonable, and the subsequent actions the Council took were also reasonable. Similarly, the Council accepted the Contractor's invoice as reasonable based on their experience of similar repairs, therefore, there would be no reason for them to take any action to challenge these. Accordingly, I do not uphold the complaint.

**(g) The Council failed to provide an effective Customer Complaint process**

47. As noted in paragraph 9, Mr C spoke to the Unit on 8 June 2004 and faxed copies of the occupiers' letters to them on the same day. These were acknowledged by the Unit on the same day in a letter which also stated that the details had been forwarded to the City Development Department, and that they had been asked to provide a response within ten working days.

48. Mr C did not subsequently receive any further contact from the Unit, which he felt would have been useful to monitor that the matter was being handled correctly and appropriately.

49. The Council have told me that the Unit was set up to give a single point of contact for any individual who did not know which Council department to

address in the event of a complaint, and that information about the function of the Unit is available on their website and in their literature.

50. The Council's website and literature state that once a complainant received a response that response should 'tell you clearly what to do next if you are still not happy' and that 'after you have gone through the Council's complaints process, if you are still not happy, you have the right to take your complaint to the Scottish Public Services Ombudsman'.

*(g) Conclusion*

51. The function of the Unit is clearly stated in the Council's literature. However, the letter that Mr C received from the Unit did not make clear that entire responsibility for the complaint had been passed to the City Development Department and that Mr C should not expect further contact directly from the Unit on the issue. Similarly, although all of the letters Mr C received from the City Development Department concluded by advising him of a contact name and number should he require any further information, none of them indicated clearly that the Council's complaints process had been completed and that he may approach the Ombudsman's office. The Council explicitly stated on 16 August and 17 September 2004 that there was 'no merit in prolonging correspondence on this matter'. The Council's letter of 7 December 2005 also made clear that the Council had no further comment to make on the issues raised by Mr C. None of these letters tell Mr C clearly 'what to do next if [he is] still not happy'. Accordingly, I uphold the complaint.

*(g) Recommendations*

52. The Ombudsman recommends that the Council:

- (i) apologise to Mr C for the confusion and omissions in their handling of his complaints; and
- (ii) make clear to complainants what the various stages in their complaints process are, which department they should expect to receive communication from, how to progress their complaints through the process, indicate clearly when the Council believe that the process has been completed and what they can do if they remain dissatisfied in each specific case.

**(h) The Council failed to issue Statutory Notices and corresponding invoices correctly**

53. The first two Statutory Notices were issued several times. The original issue of both these Statutory Notices omitted the addresses of two properties. The first Statutory Notice was issued again following a visit to the property which established that the affected drainage system served only one property and not two as had originally been thought. Mr C's address was one of those omitted from the original Statutory Notices for the works carried out in February and March. The Statutory Notices that were sent to Mr C's property were addressed to '[A previous owner] or Occupier'. The invoices sent in June 2004 and September 2005 were addressed to a previous owner. The invoices sent in November 2005 were addressed to Mr C.

54. The Council provided a copy of the original Statutory Notice for the works carried out in February and Mr C provided a faxed copy of the original Statutory Notice for the works carried out in March. Mr C's address is not included in the list of addresses being notified in either notice.

55. The Council explained that their database of property ownership is mainly populated with information supplied by Registers of Scotland and subsequently modified by the University of Paisley. Every effort is made to supplement the database with information received from other sources. In the Council's view the volume of Statutory Notices served annually (between 15,000 and 20,000) means that action to double check the information is not feasible.

56. The Council have advised me that Mr C's details were updated on their database of property ownership on 10 October 2005 and provided a copy of the appropriate record.

*(h) Conclusion*

57. The first and second Statutory Notices were not sent to Mr C due to an administrative omission that was subsequently corrected. The Council have explained why the Notices and invoices sent to Mr C's address were addressed to a previous owner, and these explanations are reasonable. I note that the final invoices were addressed to Mr C, and Mr C's details have been added to the Council's database of property ownership. The Council took all reasonable steps to ensure Mr C was aware of his liability, and his correspondence with them confirmed that he was. In view of this, I do not uphold the complaint.

**(i) The Council failed to issue Statutory Notices timeously**

58. Mr C complained that the Statutory Notice for the works instructed in April and carried out in May was not issued until 15 June 2004, 56 days after the original complaint, inspection and instruction and 33 days after the work had been completed. Mr C does not believe this was reasonable.

59. The Act states that 'notice of the repair which has been carried out shall be given by the Council to the owner or occupier as soon as possible thereafter'.

60. The Council told me that the Statutory Notice was issued as soon as practicably possible following completion of the works. The average length of time to issue notices is around three weeks from the completion of the works. However, high demand for service, limited staff resources and the changing priorities of a section whose demand is unpredictable can lead to a delay. The Council place a greater priority on the execution of emergency works than the administration of subsequent notices.

*(i) Conclusion*

61. The Council's decision to place a greater priority on the execution of emergency works than the administration of subsequent notices and the fluctuating demands for their service in this area are reasonable explanations for the length of time taken to serve the Statutory Notice Mr C complains about. Therefore, I do not uphold the complaint.

**(j) The Council failed to adequately warn Mr C and other owners and occupiers that scaffolding was due to be erected outside their properties**

62. Mr C was concerned that because the owners and occupiers were given no notice that scaffolding was to be erected, they had no opportunity to take appropriate security measures or notify insurers. Mr C believed the Council had ample opportunity to notify the owners and occupiers due to the gaps between the work being agreed upon and the Contractor beginning work on site.

*(j) Conclusion*

63. As noted in paragraph 4 above, section 31(4) of the Act clearly states that an emergency repair does not require to be notified to the owners of the property. Therefore, I do not uphold the complaint.

**(k) The Council used threatening and bullying language with regard to pursuing payment of the invoices sent in September 2005**

64. As noted in paragraph 16, Mr C considered Officer 1's comment in his letter of 11 October 2005 that he had instructed the Finance Department to continue to pursue payment to be bullying and threatening.

*(k) Conclusion*

65. Officer 1's letter of 11 October 2005 responded to Mr C's enquiries reasonably and used appropriate and factual language. Therefore, I do not uphold the complaint.

*Overall conclusions*

66. It is clear that Mr C disagrees with the amount he and the other owners were charged, and to some extent objects to it altogether. However, the Act makes clear that Mr C is liable for the charge, and that because it was an emergency repair he has no right of appeal. Nevertheless, the Council did reconsider the issues Mr C brought up and Mr C and the Council's views and comments have been fully aired in extensive correspondence. The Council did make errors and omissions relating to their communication with Mr C of their complaints procedure (see paragraph 51) and the Ombudsman has made recommendations to address this (see paragraph 52).

67. The Council have accepted the recommendations and will act on them accordingly. The Ombudsman asks that the Council notify her when the recommendations have been implemented.



**Explanation of abbreviations used**

Mr C	The complainant
The Council	The City of Edinburgh Council
The Act	The City of Edinburgh District Council Order Confirmation Act
The Contractor	The contractor engaged by the Council to carry out the works
Officer 1	A Senior Conservation Officer of the Council
Officer 2	The Council's Head of Corporate Property and Emergency Planning
The Unit	The Council's Quality and Customer Care Unit