

The Scottish Public Services Ombudsman Act 2002

Investigation Report

UNDER SECTION 15(1)(a)

SPSO

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Scottish Parliament Region: Glasgow

Case ref: 201507645, Glasgow City Council

Sector: Local government

Subject: Housing / Repairs and maintenance

Summary

Miss C complained on behalf of her aunt (Mrs A), a tenant of the council. Mrs A lived in a property formerly tied to her husband's employment. After her husband's retirement and subsequent death, the council did not take steps to offer a tenancy to Mrs A, meaning that Mrs A lived in the property for over six years without a written tenancy agreement, until the council offered her a Scottish Secure Tenancy. Once Mrs A signed the agreement, the council made arrangements to survey the property and identify outstanding repair works.

A number of issues were noted, including a leaking roof and dampness, and the council undertook to carry out repairs. However, Mrs A was not satisfied with the condition of the property and wished to move to a smaller property. Miss C contacted the council on behalf of Mrs A to make enquiries about moving and to seek updates on repair works. Miss C was not satisfied with the time it had taken the council to arrange for the repair works and she complained to the council.

Miss C had expressed concern that her aunt's property was not wind and watertight and was not suitable for her aunt to live in. Miss C complained further that the council took an unreasonable length of time to complete the repair works. Miss C also said that the council's communication regarding the repair works was poor. The council said that while progress in completing the repairs might have seemed slow to Mrs A, there were reasons for the delays, and that overall the council acted reasonably in relation to the works.

The council explained to me that they transferred their housing stock and housing management staff to Glasgow Housing Association in 2003. The council said that this transfer did not involve tied houses, and therefore did not include the property Mrs A resided in. The council said that they should have taken steps to normalise Mrs A's succession to a tenancy in 2007 but added that this did not happen because of the lack of housing management staff. I considered that the council's failure to make suitable provisions for the

management of tied houses was unacceptable and that this failure contributed to the circumstances about which Miss C complained.

Regarding the council's responsibilities to Mrs A once the tenancy commenced, I was critical of their failure to undertake an inspection before the tenancy commenced. I also noted that once the survey was undertaken, the council unreasonably failed to consider whether the property was acceptable accommodation in terms of the tolerable standard (a statutory standard for quality of housing). I was concerned that serious health and safety issues were outstanding for several months from the beginning of the tenancy and I considered that it was unreasonable that the council failed to consider whether Mrs A should have been offered alternative accommodation until the repairs had been completed. I was also critical of the time it took the council to start the repair works and I noted a number of delays that I considered to have been avoidable. I concluded that the council had failed to meet a number of their statutory responsibilities as a social landlord as well as their responsibilities in terms of the tenancy agreement. In view of this, I upheld Miss C's complaint and made two recommendations.

I also considered the council's communication with Mrs A and Miss C. I noted that the council had not told Mrs A about the works that would be undertaken and how long it would be before completion of these works. I was also critical that the council failed to provide a single point of contact for information and queries about the repairs, and I found a number of instances where the council had failed to respond to Miss C's emails. In this respect I concluded that the council had acted unreasonably. I upheld Miss C's complaint and made two further recommendations.

Redress and recommendations

The Ombudsman recommends that the council:	<i>Completion date</i>
(i) issue a written apology to Mrs A for the significant delay in repairing her rented property;	30 September 2016
(ii) abate (refund) Mrs A's rent in full for the period between 1 May 2014 and the date the major repair works were completed;	31 October 2016
(iii) issue a written apology to Mrs A for failing to provide reasonable updates on the works; and	30 September 2016
(iv) issue a written apology to Miss C for the	30 September 2016

communication failings identified in this investigation.

Who we are

The Scottish Public Services Ombudsman (SPSO) investigates complaints about organisations providing public services in Scotland. We are the final stage for handling complaints about the National Health Service, councils, housing associations, prisons, the Scottish Government and its agencies and departments, the Scottish Parliamentary Corporate Body, water and sewerage providers, colleges and universities and most Scottish public authorities. We normally consider complaints only after they have been through the complaints procedure of the organisation concerned. Our service is independent, impartial and free. We aim not only to provide justice for the individual, but also to share the learning from our work in order to improve the delivery of public services in Scotland.

The role of the SPSO is set out in the Scottish Public Services Ombudsman Act 2002, and this report is published in terms of section 15(1) of the Act. The Act says that, generally, reports of investigations should not name or identify individuals, so in the report the complainant is referred to as Miss C. The terms used to describe other people in the report are explained as they arise and in Annex 1.

Introduction

1. Miss C complained to the Ombudsman on behalf of her aunt (Mrs A) who lives in a property owned by Glasgow City Council (the Council), which was formerly tied to the local school. After Mrs A's husband, who was formerly the janitor at the school, retired, and then sadly passed away, the Council did not take steps to offer Mrs A a tenancy agreement. Mrs A lived in the property without a written tenancy agreement for over six years, until, in May 2014, she was offered a Scottish Secure Tenancy by the Council. Once Mrs A signed the tenancy, the Council, through its property management contactors, made arrangements to survey the property and identify repair works that were required to be carried out.

2. Mrs A was not satisfied with the condition of the property, and Miss C contacted the Council on behalf of Mrs A to seek updates on the proposed repair works. After no timetable for the works had been set, Miss C complained to the Council in November 2014. Miss C was advised that a works program would be put in place, but Miss C was not satisfied with the progress over the following months and she complained to the Council again in September 2015. Miss C was not happy with the Council's response to her complaint and she complained to the Ombudsman.

3. Miss C said that the property was not wind and watertight and complained that the Council took an unreasonable amount of time to complete the repair works. Miss C said the Council's communication regarding the repair works was poor and that she was ignored by officers when seeking updates. The Council responded to Miss C's concerns, and said that while progress might have seemed slow to Mrs A, there were reasons for the delays, and overall the Council acted reasonably in relation to the works.

4. The complaints from Miss C I have investigated are that:

- (a) the Council unreasonably delayed carrying out repair works to Mrs A's property (*upheld*); and
- (b) the Council's communication regarding the repairs has been unreasonable (*upheld*).

Investigation

5. In order to investigate Miss C's complaint, my complaints reviewer examined the documentation provided by Miss C and the Council. In this case,

we have decided to issue a public report on Miss C's complaint because of a systemic failure, which became apparent in the course of the investigation.

6. I have not included in this report every detail investigated but I am satisfied that no matter of significance has been overlooked. Miss C and the Council were given an opportunity to comment on a draft of this report.

(a) The Council unreasonably delayed carrying out repair works to Mrs A's property

What happened

7. In 2014, the Council contacted Mrs A to offer her a Scottish Secure Tenancy. Mrs A signed the agreement in May 2014. At this time, the Council instructed an arm's length external organisation (ALEO 1) to manage this property and a number of others. ALEO 1, in turn, instructed a private company (the Property Management Company) to manage the day-to-day aspects of the tenancy and deal with any matters arising, including repairs. This management arrangement was set up on the basis that the Council would pay for historic repair issues to be remedied and that following this, ALEO 1 would take on the responsibility of managing arising repair issues. It was thus understood between the Council and ALEO 1 that once the historic repair issues had been remedied, a handover to the property management company would be arranged.

8. After the tenancy was signed, the Property Management Company was asked to investigate any immediate health and safety matters, including gas and electrical safety, and asked to arrange a suitable time for a survey to take place. A survey by a chartered surveyor was undertaken in August 2014. This survey was a standard condition survey from which a reinstatement value and market value were determined. The survey evaluated the condition of the property in detail and the accompanying report assigns a repair category to the condition of each part of the property. Category 1 denotes 'No immediate action or repair is needed' whilst category 3 indicates 'Urgent repairs or replacements are needed now. Failure to deal with them may cause problems to other parts of the property or cause a safety hazard ...'

9. The parts of the property that fell into Category 3 included: dampness throughout the house (especially in the basement); leaking roof and guttering; inadequate insulation; loose rendering on the gable wall; weathered doors and windows; damaged ceilings; obsolete fireplaces; obsolete second electrical unit

in basement; and unlagged plumbing. The particular issues relating to dampness include decayed plaster, areas of rotten skirting board, and potentially rotten flooring in the basement. Regarding the floors above, the report noted that roof slates were missing such that the roof was leaking, and noted that daylight could be seen from within the roof space. It is also noted that roof leaks had caused deterioration to the internal walls on the first floor, and that a separate ingress had caused dampness in bedroom 3.

10. Following the survey, ALEO 1 prepared an estimate of costs for the works and provided this to the Council in October 2014. An electrical safety inspection was performed in November 2014, and a gas safety inspection was performed in December 2014. Further electrical testing was undertaken in March 2015, and, following this, smoke alarms, carbon monoxide alarms, and a heat detector were installed in April 2015.

11. After the Council were informed of the estimated cost of works to Mrs A's property, representatives from the Council's Corporate Governance Department, Education Services, and staff at ALEO 1 discussed the arrangements for funding the works. The Council noted that the cost of the repairs to the property was significant and they were aware that Mrs A wished to permanently move from the property as it was too large for her needs. It was acknowledged that Mrs A may not be able to move quickly, however, and that moving her from the property was not under the control of the Education Department. There is evidence that the Council decided that, in the circumstances, they should identify the minimum works required to ensure that the property was reasonably safe, and wind and watertight.

12. ALEO 1's quantity surveyor visited the property in May 2015, and following this prepared a specification of works so that a quote could be obtained from a contractor. The Council received a quote from a building firm (ALEO 2) in August 2015 and evidence provided by the Council suggests that the figure was double that of an earlier estimate. My complaints reviewer noted that internal email communications at this time indicated that the Council discussed the possibility of rehousing Mrs A before investing in the property.

13. Miss C approached her local councillor in September 2015, who duly submitted a complaint to the Council on her behalf. Shortly after this, in October 2015, the Council approved the works and instructed ALEO 2 to commence work. After delays caused by asbestos testing and wet weather, the

works commenced in November 2015. Miss C stated that the works were completed by the end of January 2016, but for some issues relating to the external appearance of the property.

Concerns raised by Miss C

14. After the tenancy agreement was signed, Miss C first expressed concern about the condition of Mrs A's property when she emailed a Council officer (the Officer) in October 2014. Following this, Miss C complained to the Council's Customer Care Team in November 2014 and reiterated her concerns, stating that the property had not had a gas safety check and that the property was not wind and watertight. Miss C emailed the Officer again in April 2015 and stated that she was concerned for Mrs A's health as the house was in such poor condition. Following this, Miss C emailed the Officer in August 2015 and complained that the delay in starting the repair work was unacceptable. Miss C then complained to her local councillor and MSP who both duly contacted the Council with her concerns. Miss C submitted another complaint to the Customer Care Team in September 2015 and restated her concerns about the condition of the property.

15. Throughout Miss C's complaints and communications to the Council, Miss C stated that she felt it was unreasonable that the Council took so long to complete the repairs to Mrs A's property. Miss C felt that the property was not suitable for Mrs A because it was not wind and watertight, and she considered that the Council should assist Mrs A with finding alternative accommodation. Miss C was not satisfied with the investigation stage complaint response she received from the Council and she brought her complaint to my office.

The Council's response

16. In response to my office's enquiries, the Council explained the context surrounding Mrs A's tenancy. The Council advised that, in 2003, it transferred their housing stock to Glasgow Housing Association (the Association), and as part of this transfer all staff involved in housing management were transferred from the Council to the Association. The Council advised that this transfer did not include properties that were identified as tied houses, and, therefore, did not include Mrs A's property.

17. The Council said that once Mrs A's husband retired in 2007, the Council should have taken steps to offer a tenancy Mrs A and her husband, or otherwise have sought to recover possession of the property. The Council

added that, because they no longer had housing management staff at this time, neither of these options were pursued, and Mrs A accordingly remained in the property without a tenancy agreement and without the provision to pay rent.

18. The Council stated that once this oversight was identified by the Corporate Governance Department, a tenancy was offered to Mrs A in May 2014. The Council stated that there was a significant amount of activity between Corporate Governance, Education Services, ALEO 1, ALEO 2, and the Property Management Company as the Council tried to re-create a housing management function. The Council added that Mrs A's property was only one of a number of properties that required work, and commented that, given the complex circumstances of the situation, the work on Mrs A's property proceeded relatively quickly.

Relevant policies, procedures, and legislation

19. Section 5 of the tenancy agreement that Mrs A signed, which applied from May 2014, sets out the rights and responsibilities related to the condition and repair of the property. For reference, I shall list the terms that I consider most relevant to the case. The agreement defines 'repair' as 'any work necessary to put the house into a state which is wind and watertight, habitable and in all respects reasonably fit for human habitation.'

20. Term 5.2 of the tenancy states that:

'Before the start of the tenancy, we will inspect your house to ensure that it is wind and watertight, habitable and in all other respects reasonably fit for human habitation. If repair or other work needs to be done to bring the house up to that standard, we will do so before the tenancy begins ...'

21. Term 5.3 of the tenancy states that:

'... We will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done ...'

22. The Council also had statutory obligations to Mrs A in terms of the Tolerable Standard. The Housing Scotland Act 1987 (as amended by the 2001 Act and 2006 Act) sets down this standard, which is a list of minimum requirements a property has to meet in order to be acceptable living accommodation. The Scottish Government's Scottish Housing Quality Guidance provides a framework for assessing whether a property meets the

Tolerable Standard. The specific guidance on Rising Damp and Penetrating Damp states that:

'A house meets the tolerable standard if the house is substantially free from rising damp or penetrating damp.'

23. And, 'penetrating damp' is defined as follows:

'moisture which enters a house from outside because of a defect in part of its structure. There may be defects in the roof, the exterior walls, rainwater gutters and down-pipes, or missing flashings ...'

24. The guidance also describes indicators of rising and penetrating damp and specifies a framework to aid the assessment of penetrating damp, which is as follows:

'A house will normally be below tolerable standard if an assessor finds persistent visible penetrating damp which covers an area greater than approximately:

- 10% of the overall wallspace in one apartment in the house; or
- 10% of the ceiling in one apartment in the house; or
- 20% of overall wallspace or ceiling in one or more other spaces in the house.'

25. In addition to the responsibility to ensure that the property met the requirements for electrical installations in terms of the Tolerable Standard, the Council are also responsible for complying with fire and gas safety requirements. In this respect, the Council should have ensured that gas fittings were maintained in a safe condition and inspected annually, and had a duty to provide fire detection equipment in accordance with relevant regulations.

26. I consider it to be accepted that, in the circumstance that a rented property is seriously deficient in respect of outstanding major repair or safety issues, and the property must accordingly be vacated, a landlord is still required to provide accommodation in terms of its responsibilities as stated in the tenancy agreement. In the case of social landlords, such as the Council, I would reasonably expect that a decant procedure would be in place which outlines the circumstances where it is necessary to re-house tenants on a temporary basis whilst repair works are undertaken. The Council state that they do not have such a policy, however.

(a) Decision

27. It would be remiss of me not to firstly comment on the circumstances that have apparently resulted in Miss C bringing this complaint to my office. While the complaint brought to my office concerns the Council's actions and responsibilities from the date Mrs A signed her tenancy agreement, it is evident that maladministration by the Council some years prior to 2014 has contributed the situation regarding which Miss C had cause to complain. The Council have acknowledged to my office that steps should have been taken in 2007 to normalise the succession of Mrs A and her husband to a Scottish Secure Tenancy, and added that this did not happen because housing management staff had been transferred to the Association in 2003. Therefore, I consider that it would not be unfair to say that the Council effectively forgot about the property Mrs A resided in, as well as a number of others. That the Council did not make suitable provisions for the management of formerly tied properties is a serious omission, and one that I consider amounts to a failure in the duty of care to the occupants of the properties. While I am critical that the Council have allowed such an oversight to occur in the first place, I am also greatly concerned that this situation was allowed to persist for over ten years between 2003 and 2014.

28. However, evidence provided to my office assures me that the Council have now taken steps to effectively manage the formerly tied properties. Furthermore, I note that the Council have informed the Scottish Housing Regulator that they undertake to meet their obligations as a social landlord in terms of the Scottish Social Housing Charter and Scottish Housing Quality Standards. In this respect, I am hopeful that the Council has taken the appropriate learning from this failing.

29. I shall turn now to the Council's actions in respect of Mrs A's tenancy. I consider that the tenancy agreement between the Council and Mrs A is clear about the responsibility of the Council to maintain the property to a certain standard. In terms of paragraph 5.2 of the tenancy agreement, the Council was responsible for inspecting the property before the tenancy commenced. Setting aside the Council's failure to offer a formal tenancy in the preceding six years, there is evidence that the Council failed to carry out an inspection prior to the start of the tenancy in May 2014. Such inspections are clearly for the benefit of both parties: the Council can be assured it is offering a tenancy for accommodation that meets the Tolerable Standard, and the tenant is assured that any issues identified will be remedied before the tenancy commences, and before they are obliged to pay rent. I am, therefore, critical that the Council did

not carry out an inspection at this time, and I consider that, as a consequence of this failure, the Council was not able to ensure that the property was 'wind and watertight, habitable and in all other respects reasonably fit for human habitation' before the tenancy commenced. If, prior to the start of the tenancy, the Council had found that the property did not meet this standard, then I consider that they could reasonably have been expected to provide temporary alternative accommodation, or offered a tenancy at another property.

30. Notwithstanding the Council's failure to carry out the pre-tenancy inspection, once Mrs A signed the tenancy agreement the Council had responsibility in terms of the written tenancy agreement, as well as a statutory duty, to provide accommodation that met the standard of habitability and safety. To ensure the property met this standard, the Council was still required to inspect the condition of the property and undertake appropriate safety testing. While a survey was carried out, I am critical that it did not include an inspection of the internal installations, fixtures and fittings, which the Council also had a responsibility to maintain in terms of the agreement. In this respect, I do not consider that the survey was sufficient to ensure that the Council had reasonably inspected the house to ensure it was habitable in terms of the agreement. I am also critical that as long as 12 weeks elapsed between the date the tenancy was signed and the date the survey took place. In the circumstances, and given that the property had not been inspected for a number of years, I would have expected the survey to have taken place sooner.

31. However, once the outcome of the condition survey was reported, I consider that ALEO 1 and the Council had sufficient information to determine whether it was likely that the property was wind and watertight and reasonably habitable in terms of the tenancy agreement and statutory provisions, or whether further investigation was needed to confirm this. As noted above, the survey identified a number of serious issues with the property including a leaking roof, poor insulation, dampness and deteriorating windows. A number of the issues identified in the report were under category 3, a level of disrepair that indicates a potential cause for further disrepair to the property, and, critically, a potential safety hazard. While I consider that there is evidence that the Council acknowledged that serious repair issues remained outstanding, and that these issues would be expensive to remedy, I do not consider that there is evidence that the Council considered their responsibilities in terms of the tenancy agreement or their statutory responsibilities as a landlord in relation to

the issues, including, fundamentally, whether the property was suitable and safe for Mrs A to occupy.

32. It is my view that, of the issues identified in the survey report, the issue most seriously affecting the habitability of the property was dampness: the report identifies both dampness in the basement, as well as dampness from the leaking roof. The descriptions of dampness noted in the survey are not inconsistent with the examples listed in the indicators of dampness in the Scottish Government's guidance on the Tolerable Standard. Since it is evident to me that the Council had the condition report available to them, I consider that it was unreasonable that the Council failed to conduct further investigation into whether the property was substantially free from rising and penetrating damp, and accordingly failed to investigate whether the property met the Tolerable Standard. On this basis, I consider it unreasonable that the Council did not consider whether Mrs A should be decanted in the period whilst the repair issues remained outstanding.

33. I am also greatly concerned that it took a number of months for the Council to ensure that the property was compliant with gas, electrical, and fire safety requirements. Email correspondence provided by the Council shows that ALEO 1 informed the Council of some of the legal requirements in relation to health and safety issues by email in June 2014. However, I note that a gas safety inspection was not undertaken until December 2014, and it was not until April 2015 that fire and carbon monoxide detection equipment was installed. Further to the electrical check in November 2014, the electrical installation condition reports dated March 2015 each state that, overall, the electrical installations were 'unsatisfactory'. Both reports also identify issues under 'code 1', which denotes 'Danger Present. Risk of Injury. Immediate action required.'

34. I consider it unacceptable that such safety issues were not identified at the start of the tenancy, if not earlier. It is apparent to me that in failing to comply with the appropriate safety requirements the Council potentially exposed Mrs A to risk of injury. I consider that this is further evidence that the Council should have had serious doubts about whether the property met the Tolerable Standard, and, accordingly, whether the property could be deemed as acceptable living accommodation.

35. There is evidence that the Council received the condition survey report in September 2014 and that work commenced on the property over a year later in November 2015. Given the seriousness of the repair issues that were identified, I consider that this delay is unreasonable. I do not accept the Council's reasoning that they did not have the housing expertise to effectively fulfil their housing management function. While the Council lost internal housing expertise in the housing stock transfer to the Association, their relationship with ALEO 1 meant that they had access to property management services and, therefore, should have been aware of their obligations and should have been able to effectively fulfil them.

36. It is evident that, once aware of the condition of the property, representatives from relevant Council departments and ALEO 1 were in regular communication and agreed that work should commence as soon as possible. Despite this, it is not clear why a second survey, from which the work specification was prepared, was not undertaken until May 2015: a year after the tenancy commenced. ALEO 1 advised Miss C that the Council did not wish to commence works until a second survey, which would confirm the costs, had taken place. However, the Council have provided no explanation to my office why the second survey could not have taken place shortly after the first survey in August 2014. It is also apparent from the email correspondence provided to my office that the procedure in place between the Council and ALEO 1 for agreeing and funding the works protracted decisions about repairing the property. I consider that this could have been minimised, and I consider that the Council's failure to put procedures and a clear strategy in place prior to the tenancy commencing significantly contributed to the delay in the repair of the property.

37. In summary, in the course of the above, I have determined that, in terms of the tenancy agreement, the Council failed to inspect the property prior to the tenancy commencing and failed to carry out repairs within a reasonable period. There is evidence that the Council became aware of the full scale of repair issues in September 2014, yet the repair work did not commence until November 2015. Despite the Council's assertion that the work proceeded relatively quickly, I consider that the delay was unreasonable. I have also noted that the Council did not complete work to ensure compliance with electrical, gas and fire safety requirements until April 2015. I consider this a serious failing, and one that may have resulted in an increased risk of injury to Mrs A.

Furthermore, this risk only adds to the potential safety hazards indicated under the category 3 repair issues identified in the condition survey report.

38. I have noted that the Council failed to take reasonable steps to determine whether the property met standard of habitability in the agreement as well as the Tolerable Standard. I consider the Council missed a number of opportunities to investigate this: in addition to the survey report of August 2014, Miss C contacted the Council by email, notably in May 2014 and October 2014, and she expressed concern on behalf of Mrs A that the property was not wind and watertight and that this may have been detrimental to Mrs A's health. This information should have given the Council cause to inspect the property and assess whether it was acceptable living accommodation and I consider that the Council's failing in this respect was unreasonable. This is not to forget that this inspection should have been carried out at the start of the tenancy, and, as I have noted in the above, paragraph 5.2 of the tenancy agreement is quite clear that the property will be made watertight before the tenancy commences. The evidence available to me shows that there was a hole in the roof, and that dampness on the first floor was caused by the leaking roof. This points to the conclusion that the property was not watertight, and I consider that it is arguable whether the tenancy for this property should have commenced, and rent should have been due, whilst this situation remained outstanding.

39. I have taken into account the fact that Mrs A continued to occupy the property whilst it was affected by dampness, yet I do not consider that this provides evidence that the property met the Tolerable Standard. The Council have not provided evidence that the property had been confirmed as acceptable living accommodation in terms of the Tolerable Standard and I have no reason to doubt that the outstanding repair issues compromised Mrs A's occupation of the property. In fact, after reviewing the information provided to this office, including the survey report and description of works, I consider that there is evidence that suggests that the property may not have meet the standard because of the dampness issues I have highlighted. My consideration of the email communications between ALEO 1 and the Council does nothing to persuade me to depart from this conclusion. In fact, I note that it was explicitly accepted between officers that the building work that had been agreed upon was the 'minimum' which was required to 'make the property wind and watertight.' If the Council officers did not believe that the property was wind and watertight, then I consider this is further evidence that it was unreasonable that the Council failed to consider decanting Mrs A into another property.

40. In making my decision on this complaint I have carefully considered the injustice Mrs A has suffered as a result of the Council's systemic administrative failings since the housing stock transfer in 2003. That a tenant should pay rent for a property which was not watertight, and which, for a significant period of time, was not adequately safe in terms of gas, electrical and fire safety requirements, is a situation that I consider is grossly unreasonable. Had the Council made provisions for the management of the former tied tenancies then I consider that this situation would not have occurred. Similarly, had the Council considered providing Mrs A with alternative accommodation, then this injustice would have been mitigated. However, the Council did not take either course of action, and, as a result, Mrs A continued to reside in a property that likely did not meet the standard of acceptable living accommodation.

41. The Council have deprived Mrs A of the basic standards that every social tenant has a right to expect, and, therefore, I consider that the Council have failed in their duty of care to Mrs A. In that the Council have, on numerous counts, failed to meet their responsibilities, I consider that it is consequently unreasonable that Mrs A should have been expected to pay rent for the property for the period whilst the serious repair issues were outstanding.

42. I uphold this complaint and make the recommendations as set out below.

(a) Recommendations

43. I recommend that the Council:	<i>Completion date</i>
(i) issue a written apology to Mrs A for the significant delay in repairing her rented property; and	30 September 2016
(ii) abate (refund) Mrs A's rent in full for the period between 1 May 2014 and the date the major repair works were completed.	31 October 2016

(b) The Council's communication regarding the repairs has been unreasonable

What happened

44. In May 2014, Miss C sent an email to the Council with a number of questions about the tenancy offered to Mrs A, including a question about how Mrs A should report repair issues. In response to Miss C's enquiry, the Council advised that the tenancy agreement provides contact details for reporting repairs. The number referred to, and stated in the agreement, was for the

service desk for a company that provides IT and property services to the Council.

45. However, contrary to what was stated in the agreement, Mrs A was advised by a letter from ALEO 1 dated July 2014 that the Property Management Company would deal with any matters arising, such as repairs. No contact number was provided for the Property Management Company, although the letter explained the property management structure between the Council, ALEO 1 and the Property Management Company. The letter also advised that the Property Management Company would write to Mrs A in the near future to arrange an inspection visit and a condition survey. An agent from the Property Management Company duly visited Mrs A's property in August 2014. The agent provided the contact details of the Property Management Company and took Mrs A's contact details to pass to the chartered surveyors. The survey was performed later in August 2014.

46. The evidence shows that neither Miss C, nor Mrs A, were provided with a timetable for the work in the three months following the survey. In October 2014, Miss C emailed the Officer to express her dissatisfaction. Miss C said she had not heard anything since the survey and expressed concern about the condition of Mrs A's property. Although there is evidence that the Officer asked ALEO 1 to provide Miss C with a response to her email, Miss C did not receive a response. Four weeks later, in November 2014, Miss C submitted a complaint to the Council on behalf of Mrs A. Miss C stated that she had not received a response to her previous email and had not been updated about the outcome of the inspection or informed of the repairs. In response to Miss C's complaint, the Council informed Miss C that they intended to put a program of work in place in the near future, and that Mrs A would be informed in advance of work being carried out. Miss C was satisfied with this response at the time and did not ask for the complaint to be considered at stage 2 of the Council's complaints procedure.

47. Miss C emailed the Officer twice in April 2015 to seek an update on the proposed works without receiving a reply. Miss C emailed again in May 2015 and she received a reply that advised that another inspection would take place to determine which works were essential. In June 2015, Miss C sent two further emails to seek an update. The Officer asked ALEO 1 to provide Miss C with an update, but by July 2015 she had not received a response. Miss C emailed the Council again in July 2015 seeking an update and added that she was

concerned that Mrs A did not have a number to call to report repair issues. Another Council officer, in the absence of the Officer, asked ALEO 1 to provide Miss C with a response and she received this in mid-July 2015. ALEO 1 provided Miss C with contact details for reporting repairs and advised Miss C that the Council was requesting a quote for the work, which would then need to be approved at a meeting with the relevant Council officers.

48. Miss C then emailed ALEO 1 and the Council in August 2015 to seek an update on the repair schedule. ALEO 1 advised that they were still waiting for the building quote, but would update Miss C on the progress once the meeting to discuss this had taken place. The evidence shows that by September 2015 Miss C had not received a further update. Miss C complained to her local councillor who duly forwarded the complaint to the Council. Miss C restated her concerns in a separate complaint to the Council later in September 2015 and asked that it be treated as a stage 2 complaint. Miss C received a response from the Council via her local councillor in October 2015. This response provided a summary of progress to date, and advised that work would commence in 12 October 2015.

Concerns raised by Miss C

49. Miss C was not satisfied with the response she received from the Council and she brought her complaint to my office in October 2015. In addition to the complaints about the condition of Mrs A's property, Miss C said that the Council's communication was poor and that she had not received details about when the work on the property would be complete. Miss C also expressed concern that she was ignored by Council officers and was aggrieved that it had taken a year to get a telephone number to report repairs to the Council.

The Council's response

50. In response to Miss C's complaints, the Council said that Miss C had been advised of designated contact points. The Council noted that the Officer had not been best placed to answer Miss C queries as this officer had no direct knowledge of events on the ground and was dependent on others passing information to them. The Council acknowledged, however, that they could have done more to explain to Miss C the reasons for the delays in providing her with substantive updates about the works.

(b) Decision

51. I note that whilst Mrs A received an initial letter from ALEO 1 dated July 2014, there is no further evidence that Mrs A was kept informed of the proposed works in writing. In the circumstances, and given that major repair works were required, I would have expected the Council to have provided the tenant, Mrs A, with advice on what works were to be undertaken and how long it was expected these works would take. The Council's failure to do this meant that Miss C had to contact the Council for information on Mrs A's behalf.

52. I consider that it is evident from the email correspondence provided to my office that no officer was formally appointed as the designated contact for enquiries and updates about the major repair works. This firstly meant that no officer took responsibility for proactively updating Miss C and Mrs A with the progress of arranging for the works to take place. It is particularly notable from the correspondence that all the information that Miss C received from the Council, and ALEO 1, was at her own request. Secondly, it is evident that when Miss C contacted the Council for updates, on only one occasion did an officer take responsibility for acknowledging the email, contacting third parties for information, and co-ordinating a response. There is evidence of multiple instances where Miss C's emails were not responded to, and this understandably contributed to Miss C's frustration.

53. I do not accept the Council's response to Miss C's complaint, which I have noted in the above. I consider that if the Council officers Miss C contacted were not best placed to provide Miss C with a response within a reasonable timeframe then an alternative direct point of contact should have been provided. It is also apparent from the correspondence provided to my office that the failure to appoint a point of contact caused internal communication difficulties, yet I consider that this could reasonably have been avoided had the responsibility for communications been delegated after the repair works were identified.

54. I shall turn now to Miss C's concern about Mrs A not having been provided with a telephone number to report repair issues to. While Miss C stated that she did not have a number until July 2015, I consider that by August 2014 Mrs A reasonably had a number for contacting the Property Management Company in the event she needed to report a repair. However, I am critical that the Council and ALEO 1 provided Miss C with conflicting information on this matter and I understand that this may have caused confusion, and added to Miss C's frustration.

55. In view of the Council's failure to proactively provide Miss C or Mrs A with updates with the progress of arranging the repair works, and the unreasonable delays in responding to Miss C's enquiries I uphold this complaint and make the following recommendations.

(b) Recommendations

- | | <i>Completion date</i> |
|---|------------------------|
| 56. I recommend that the Council: | |
| (i) issue a written apology to Mrs A for failing to provide reasonable updates on the works; and | 30 September 2016 |
| (ii) issue a written apology to Miss C for the communication failings identified in this investigation. | 30 September 2016 |

57. The Council have accepted all of the above recommendations and will act on them accordingly. We will follow-up on these recommendations. The Council are asked to inform us of the steps that have been taken to implement these recommendations by the date specified. We will expect evidence (including supporting documentation) that appropriate action has been taken before we can confirm that the recommendations have been implemented.

Explanation of abbreviations used

Miss C	the complainant
Mrs A	the aggrieved
the Council	Glasgow City Council
ALEO 1	an arm's length external organisation that worked with the Council to provide property management services
the Property Management Company	a private company that was instructed by ALEO 1 to provide frontline property management services
ALEO 2	an arm's length external organisation that undertook the building works on the property
the Association	Glasgow Housing Association
the Officer	the Council officer with whom Miss C had a number of contacts

Glossary of terms

abatement	the reduction, or refund, of a sum due
arm's length external organisation (ALEO)	a company, body or trust which is separate from a local authority, but still subject to local authority control or influence
tied property	a property provided to an employee as part of their job

List of legislation and policies considered

Housing (Scotland) Act 1987

Guidance on 'Housing (Scotland) Act 2001- Model Short Scottish Secure Tenancy Agreement'

Guidance on 'Implementing the Housing (Scotland) Act 2006, Parts 1 and 2: Advisory and Statutory Guidance for Local Authorities: Volume 4 Tolerable Standard'

Including 'Chapter 5 Rising and Penetrating Damp'