

# **Learning from severe maladministration**



**Taking the key lessons from our  
severe maladministration decisions**

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## Introduction

This time last year I wrote to all landlords about my concerns over the handling of complaints about faulty windows.

In my 6 years as Ombudsman, this was only the second time I had written to chief executives about a specific casework issue. The other was about damp and mould following Awaab Ishak's inquest.

My letter shared 3 concerns.

1. That individual household circumstances were being overlooked. This led to cases not being prioritised appropriately and emergencies being missed.
2. That landlords were routinely deferring repairs in favour of major works later. Temporary repairs were either non-existent or inadequate and potential hazards were left unmitigated.
3. That instructions for residents to safely operate newly installed windows in taller buildings could be inadequate.

Today, how does the situation compare?

The 34 cases in this report make for grim reading.

Replacing windows can be complex and costly for landlords. But there can be no justification for the conditions some residents have endured.

More than half of these cases involve children.

This includes a baby's faulty and draughty bedroom window not being repaired until they were a toddler.

Or the mother unable to close windows for 3 years despite the presence of children.

Or the father who child's bedroom window was boarded up for 4 years.

Or the children unable to do schoolwork because of excess cold, as well as experiencing a burglary. The repairs were unresolved for 2 years.

Several cases involve residents using duct tape to hold the windows together. Elderly people also report being impacted by excess cold. And most cases drag on for years without repairs being completed.

This shows an alarming lack of grip by some landlords handling some aspects of window complaints.

What is causing this?

Multiple times we see risk assessments not being conducted or surveys being repeated without expert advice being acted upon. We also see poor contractor coordination or oversight and excessive delays combined with a lack of communication.

One resident describes getting updates from the landlord on their window repair as a “full time job”.

We see a failure to connect the circumstances of the household to the condition of the property. Reports of the risk of falling, fire safety and exposure to cold and damp and mould are not heeded. Health conditions are not factored into the landlord’s response. Autism appears not always to be understood.

The recurrence of failures suggests these are neither one-off nor isolated. 6 landlords have more than 1 case in this report. 7 landlords appeared in our previous report last summer, following my letter. 8 are new landlords. Others are familiar names in our severe maladministration findings.

There’s an overwhelmingly strong theme which demonstrates process usurping the dignified treatment of humans. This is the deferral of immediate repairs in favour of major works even if those works are some time away.

There will be circumstances where that approach is appropriate because of what’s involved replacing windows, especially in taller buildings. This can be expensive and more efficient if done at scale. And landlords must be mindful of resources.

But what's unreasonable is a failure to assess the impact on the household concerned and whether this rationale is robust.

Or not to undertake temporary repairs. Or move the household if the risks are too great. Or reconsider when major works are delayed. Or ignoring expert advice about the urgency of works. Or failing to consider multiple complaints in the same block when scheduling work.

When investigating one case, we found replacements for windows found to be unsafe were deferred for major works not planned until the mid-2030s. Another resident waited 3 years for repairs only to be told they would now be part of major works in another 2 years.

This is not defensible under existing statutory obligations.

Our Spotlight report on repairs and maintenance encourages landlords to move towards predictive rather than responsive repairs. Not completing responsive repairs on the basis of far away works conflicts with a culture focused on improving living standards. Using this rationale without considering individual circumstances also gives the impression of failing to grasp, or even being complacent about, the impact on the occupants.

Indeed, this approach may need to change under a future Decent Homes Standard.

The experiences of residents in these complaints underscore the urgent need to reform the standard, implement it and ensure windows are safe and secure.

The government's consultation on it is a decisive moment to shape the future of social housing maintenance for the next decade. This report shows how just one defective window can have a significant impact on a resident. It is encouraging this is currently reflected in the Decent Homes Standard consultation.

There is much to welcome in the government's plans, including the extension to private landlords. The new standard could have prevented some of the complaints we have investigated.

Foremost, the proposal that components should be replaced when they are in disrepair, rather than on some arbitrary cyclical timescale, would help to address this tension between major works and responsive repairs. So too is the inclusion of window restrictors within the standard; an issue which has emerged as a serious concern in our casework for the first time in the last year. And we will continue to work with the government to share the insight from these cases to inform the development of the standard.

Crucially, landlords should not misinterpret the timescale for bringing in the new standard as a free pass on meeting existing statutory obligations. These cases show how sometimes landlords have lost sight of mitigating hazards because they've focused on the basic requirements of the existing standard. This can also leave residents perceiving the landlord is doing the bare minimum to maintain their home.

And the prospect of a new wave of replacement windows will also pose challenges we considered in our previous report on windows. This includes addressing resident concerns about installation and safety information.

Ultimately, we should not need a new standard for a landlord to see that leaving a child with a boarded-up bedroom window for several years is inexcusable.

This report provides learning to prevent complaints but to also spot where failings could lead to more devastating consequences.

We hope it, together with our Centre for Learning resources, help landlords and their governing bodies learn to handle window related complaints effectively.

**Richard Blakeway**

**Housing Ombudsman**

## Individual circumstances, including children

While it's always important to treat windows safety with urgency, household circumstances should also inform how a landlord responds.

### L&Q

In 4 cases, **L&Q** failed to appropriately respond to window complaints. In one case a resident was unable to close some windows for 4 years despite children being present. In another case, there was loose glass in a child's bedroom. Regularly the landlord did not take into account the safety aspect of the issue, and in some cases the broken windows caused damp and mould.

#### **Case 202221083**

The landlord failed to make several repairs, including the windows which ended up needing replacement. The resident was concerned for the safety of her children due to the condition of the windows.

The landlord took 2 months to attend the property after the resident reported the issue. When it did attend, it found it could not repair the windows, and they would need replacing. It failed to communicate this to the resident effectively leaving her to chase and complain to get more information.

The landlord replaced the windows over a year after the resident raised the issues. The interim repair, which was booked to take place 3 months after first reporting, may or may not have been completed. The landlord's records were unclear.

#### **Case 202305315**

The landlord again failed to deal appropriately with window issues, with loose glass being reported in a child's bedroom. One window repair took 15 months; another took 11 months.

The landlord failed to consider the impact on the household's health vulnerabilities. It also failed to put temporary measures in place. The landlord's communication with the resident was poor. It failed to keep her updated with the works required and the reasons for the delays.

The resident had to tape the windows to secure the glass, with an operative describing them as being twisted and rotten. The landlord did not attend to this with the required urgency. The landlord knew 7 people lived in the 3-bedroom property. Some had disclosed vulnerabilities such as asthma and autism. It did not change its approach to consider this.

**Case 202323654**

There were excessive delays in how the landlord handled window repairs, which were unresolved when we made our decision. Again, children were present, but this did not make the landlord act more urgently.

The landlord failed to risk assess or consider the issues as hazards. It also failed to attend an inspection. The resident complained that the lack of action was causing damp and mould in the home.

The resident had to regularly contact the landlord for a response. The home had a boarded-up window for a significant amount of time.

It provided no updates as to when the windows would be replaced. Throughout the case, it appeared to fail to take the concerns of the resident seriously.

**Case 202231157**

A resident was unable to close some windows for 4 years. The landlord failed to do the repairs due to future major works. This is a theme we'll explore later in the report. This case is included here due to the presence of children in the home, and the lack of change in the landlord's approach in reaction to this fact.



The landlord failed to do a risk assessment when there was a risk that glass could fall out of the window. It also did not take into account expert advice on replacing the windows sooner.

Nor did it take into account the resident's concerns about the thermal comfort of the home. It also failed to keep accurate records throughout and display effective contractor management.

### **Landlord learning statement**

The landlord says it has since delivered a Repairs Change Project and set up a new team to support residents with complex repairs. The landlord's prioritising urgently needed works through its £3bn Major Works Investment Project. This project will replace windows, kitchens, bathrooms, and roofs in thousands of residents' homes.

The landlord's also implementing measures to respond better to residents with additional needs and has updated its approach to handling unresolved complaints.

## **London Borough of Harrow**

**London Borough of Harrow** ([202344547](#)) failed to fix multiple windows for 3 years, including one in a baby's bedroom. This is despite identifying it was broken before the resident moved in.

The resident raised that some of the windows in the home did not shut and others did not lock. The landlord did not reach out to the resident to assess the impact of this and took 19 working days to inspect. It concluded the windows were planned to be replaced 18 months after the report by the resident. It did not look at what repairs could be made in the interim to make them safe.

Due to inaction from the landlord, the windows remained in a poor state. One night during a heavy storm the window in the room where her baby slept came loose from its frame. While the landlord attended the same day, it did not risk assess the situation.

The repair also meant the window was screwed into the wall, but with considerable gaps which let cold air in. The resident feared for her and her baby's health. The landlord resolved the problems nearly 3 years after the resident reported the issues.

### **Landlord learning statement**

In its learning from this case, the landlord says it has undertaken a full review. Surveyors will now use an app-based assessment form to record repair descriptions, health and safety risks, and household vulnerabilities.

The landlord has commissioned a 100% stock condition survey with drone roof inspections. It has also engaged an external consultancy to map repairs and maintenance processes.

This includes clarifying roles, improving resident communications, ensuring supply-chain continuity, and streamlining repair-to-completion tracking. It is developing live reports to provide real-time service data and inform proactive investment.

## **Haringey London Borough Council**

**Haringey London Borough Council** (202202382) failed to inspect unsafe balcony windows for 7 months.

The resident repeatedly raised concerns about her autistic child's safety. The landlord failed to assess risk.

The child could have fallen from the balcony. It did not acknowledge the resident's report until the MP chased for a response. The resident also raised concerns about window seals. These could have been causing damp and mould in the home. The landlord did not inspect these.

## **London Borough of Lambeth**

**London Borough of Lambeth** ([202327473](#)) left a child's bedroom with a boarded-up window after it delayed a replacement for over 3 years. The resident raised concerns about them being at risk of falling out due to being rotten.

After an initial review found the windows needed replacing, the landlord failed to progress this for 18 months.

The landlord repeatedly had long delays and gave conflicting information about what work it would do. This caused confusion and uncertainty about what it planned to do and in what timescale. There was also an overall failure to effectively communicate with the resident to keep them informed.

The resident complained the boarded-up window allowed no light in, but a draught was coming in. She was also concerned about the security of the window.

### **Landlord learning statement**

In its learning from this case, the landlord says it has completed reviews of its approach to handling repairs and complaints. It says it has also invested hundreds of millions of pounds in maintaining and improving its council homes and estates, and made significant improvements to services.

## **A2Dominion**

In 2 cases, **A2Dominion** failed to effectively resolve faulty windows, despite the presence of children and vulnerabilities in the households.

### **Case 202330901**

The landlord did not resolve issues with window locks for 32 months, despite 3 children living in the 6<sup>th</sup> floor home. The landlord identified the need for an urgent temporary move but did not arrange it.

During the winter months, the faulty windows forced the resident to use duct tape as they did not shut otherwise. Due to works needing to be completed on the cladding of the building, the landlord moved the window repairs to do them with the cladding work. The landlord did not tell the resident about these changes.

The landlord did not consider fitting restrictors, despite children being present in the home while it fully replaced the windows.

When we made our determination, the issues were still outstanding. The landlord had made no attempt to mitigate the impact on the resident.

**Case 202429865**

The resident was also forced to hold his windows together by duct tape for 17 months. This was to make windows safe in the living room and a bedroom in a home that contained children.

There was no timely or appropriate response to check the windows for safety and act accordingly.

There was also confusion over whether the windows need to be overhauled or just the blown units replaced. An operative came to repair the window, but they agreed the windows needed replacing. Another survey months later found they could be repaired, but there's no evidence to base this off. Two further surveys since this have both confirmed there's a need to replace the windows.

There was no comprehensive report with photographs to assess the condition of the windows to support further decision-making.

Again, in this case, there were several repairs still outstanding when we made our decision.

**Landlord learning statement**

In its learning from these cases, the landlord says it has expanded its team of specialist surveyors. This has helped it carry out inspections faster, better manage complex repairs and make sure the programme of works is delivered to a good standard.

It has also appointed its first Chief Repairs Officer. This role focuses on the strategy, delivery and performance of its repairs and maintenance. It has also introduced dedicated Damp and Mould Case Managers with responsibility for tracking repairs progress and setting out clear timescales.

It is also implementing a new repairs system shortly which will ensure greater visibility of cases.

## Origin Housing

**Origin Housing** (202425613) failed to do a risk assessment when it was aware there were numerous windows with faults.

The home was on the top floor of the building with children living there. In an inspection the landlord noted that the restrictors in the windows of the kitchen, hallway, and bathroom were not working properly. It also found the bathroom window handle was coming loose.

The landlord took 7 months to make the repairs, with the resident needing to chase several times. It also attended the bathroom repair without the correct part, further delaying the resolution of the issue.

There were also issues about whether it was the landlord or the freeholder's responsibility for the repair.

### Landlord learning statement

The landlord says it has introduced training for staff on how to check managing agent responsibilities. It's also strengthening its tracking of work in progress. It's giving renewed focus to those jobs with a health and safety aspect to make sure it considers residents' household circumstances.

## Learning from individual circumstances, including children

Insecure windows are a hazard under the Housing Health and Safety Rating System (HHSRS). Faulty windows also have the potential to impact other hazards, such as excess cold or damp and mould. Therefore, landlords must risk assess to consider the health and security of the household and their individual circumstances. This is also a key element of Awaab's Law.

This is especially important regarding children, where their age and development could present specific risks, as well as health conditions. Landlords must also understand the impact that housing conditions can have on autistic residents.

Landlords should undertake timely inspections of homes where there's a report of window safety. This inspection can assess whether windows need to be replaced or repaired. It can also look at the impact on the household. This should then inform how the landlord proceeds with the case.

We acknowledge that where a replacement is needed, this can sometimes take time, especially in high rise blocks. Therefore, landlords should consider what temporary fixes they could implement to mitigate the risks while those works are scheduled in. This may include preparing for a temporary move for the household.

Landlords should consider if all windows are safe and decent when letting. If there's a need to repair or replace windows at this stage, it should clearly communicate this.

## Major works

One of the difficult balancing acts landlords face is replacing windows that are faulty when they discover them or waiting for the next round of major works if that's imminent.

## Sanctuary

**Sanctuary** (202305733) failed to replace windows that its own reports said were urgently in need of it. This is because it was waiting to do it at the same time as other major works to the structure of the building.

The resident had lived in the home for 35 years and said the landlord had not replaced the windows in that time.

The landlord agreed works needed to be done but failed to say when. Therefore, it failed to explain why it did not replace the windows in the 8 years since the resident raised the issue.

The landlord decided not to replace the windows until the insurance company had finished the structural works. The landlord reached a reasonable conclusion. However, it did not communicate this to the resident or keep her updated as the months progressed.

In addition, the resident is an elderly woman who lives alone and has a care and support package to help her. She has several long-term health conditions. She also fractured her shoulder in a fall and underwent surgery on her spine during the life of this case.

In its learning from this case, the landlord says it has undertaken reviews and implemented changes to how services are delivered. This includes operating structure and process changes within its Property Services teams. It is also implementing new technology solutions to enhance processes.

### **London Borough of Lambeth**

**London Borough of Lambeth** ([202347814](#)) took no action on windows it deemed unfit for 3 years. This was because it planned to include them in the next major works programme.

The resident and their representative chased the landlord repeatedly. The landlord often failed to respond. The lack of repair action left the home cold. The lack of heating forced the resident to buy electric heaters.

The landlord may not have informed the resident about including the windows in future major works.

On several occasions an operative attended the property but was unable to resolve the issue. Contractors completed some jobs, such as sizing up the windows, twice. This further delayed things for the resident.

### **Landlord learning statement**

In its learning from this case, the landlord says it has completed reviews of its approach to handling repairs and complaints. It says it has also invested hundreds of

millions of pounds in maintaining and improving its council homes and estates, and made significant improvements to services.

## **Platform Housing Group**

**Platform Housing Group** (202345356) were prepared to leave rotting windows in place for 5 years due to incorporating the repair into major works. This is after 3 years of failing to resolve the issue.

After the resident first reported the issue, the landlord was slow to inspect the home. It then repeatedly delayed a potential repair. The landlord said this was due to a lack of materials available. It failed to keep the resident updated during this time.

The landlord moved the appointments because it did not have the materials needed. It did not inform the resident of these new appointments. Therefore, the resident could not provide access. The landlord arranged an appointment with the resident. It turned up but did not have the correct materials.

After 3 years of waiting for a repair, the landlord told the resident it could take another 2 years as it would now be part of major works programme. The landlord did not take into account the ongoing impact the situation had on the resident when making this decision.

### **Landlord learning statement**

The landlord has implemented a revised damp and mould process with dedicated teams and faster response times. It has also strengthened its repairs system with better job tracking, and enhanced communication through surveyor empathy training.

The landlord has introduced a Complaints Aftercare Team, strengthened complaint handling training, and is developing a contractor portal.

## **Haringey London Borough Council**



We found severe maladministration in 2 **Haringey London Borough Council** cases. In both cases the landlord deferred the repairs for major works which ended up being delayed.

**Case 202231001**

The landlord failed to resolve window repairs despite the resident raising safety issues, including broken glass in one window. It instead said works were 2 or 3 years away.

The landlord did not discuss the delays with the resident. It also said it was unable to explain why there was a delay due to all staff leaving the landlord that were involved. The landlord's own notes show internal confusion about responsibility. Major works and repairs teams disagreed about who was responsible.

It did inspect the windows but failed to carry out any repairs. It said the reason for this is "uncertain". At the time of determination, it was 2 years after the resident first reported the repairs.

**Case 202206335**

The landlord failed to resolve a window repair for nearly 4 years. This is despite the lack of repairs being a fire risk and safety risk with children also present. The landlord included the repairs in major works plans that it then delayed.

When the landlord did inspect the window, it came to the same conclusion it had nearly a year previously with the same repair being needed.

This also led to the landlord believing the window needed to be replaced due to it not closing. It failed to assess the risk of this being left for a further period of months or years. The resident had to follow up several times to get an update from the landlord. Often when it did update, it provided contradictory reports about the future of the window.

When we made our determination, it had delayed the major works for another year. But it had not acted on any information given to it about the vulnerabilities present in the household and the ongoing safety risk.

### **Landlord learning statement**

#### **London Borough of Lewisham**

**London Borough of Lewisham** (202320762) left a high-rise bedroom window boarded up for 50 months as it waited to do the repairs as part of major works.

The landlord originally raised jobs to repair the broken window 2 years after the first report.

A lack of records likely prevented the landlord from arranging scaffolding earlier. This caused delays in re-glazing the window. When it did attend, the contractor said the window could not be repaired. It eventually said it would be part of major works this year or next year.

Due to the ongoing delays, the resident reported the window was now allowing water into the home. There's no evidence the landlord reassessed based on this report. When we made our decision, the window repairs were outstanding. The resident continued to experience damp and mould which had since spread in the home.

The resident repeatedly raised concerns about the safety of his children, the impact on his mental health, and the lack of access to natural daylight.

### **Landlord learning statement**

In its learning from this case, the landlord says it has refined its internal escalation procedures to ensure the prompt approval of quotes. This enables contractors to start work more promptly. It is also working more closely with contractors to address challenges and prioritise works.

Further to this, it is expanding the repairs team by recruiting additional surveyors, quantity surveyors, and supervisors. It is investing in internal systems to strengthen communication and record-keeping.

## **L&Q**

**L&Q** (202324885) left rotten and cracked window frames without repair for 30 months as it waited on major works.

The resident, a shared owner, had to chase following an inspection to get an update from the landlord. It failed to explain the ongoing delay to her repair. When it made the decision to put the repairs as part of its major works, it did not update the resident.

The contractor had recommended 8 new double-glazed windows. The resident was worried about the security and warmth of her home due to the windows. The landlord continued to delay. It also did not have the repair on record in its major works team and therefore would have to inspect again to assess whether it could be repaired or needed replacing.

Since that point, the windows continued to worsen with the rot spreading. When we made our determination, the window was still not fixed. The resident described repeatedly contacting the landlord on this issue as a “full time job”.

### **Landlord learning statement**

The landlord says it has since delivered a Repairs Change Project and set up a new team to support residents with complex repairs. The landlord’s prioritising urgently needed works through its £3bn Major Works Investment Project. This project will replace windows, kitchens, bathrooms, and roofs in thousands of residents’ homes.

The landlord's also implementing measures to respond better to residents with additional needs and has updated its approach to handling unresolved complaints.

## Learning from major works

It's understandable that in some cases, works are more suited to major works rather than one-off replacements. It's also understandable that timescales for this type of work can change for various reasons. This includes contractor availability, and the scope of works required.

However, the risk to the residents safety should be a priority and landlords should make sure this is adequately assessed.

Landlords should assess how timely future works will be before deciding not to replace windows outside of this schedule. They should assess how likely these works are to happen on schedule. They must also evaluate the seriousness of the issues and household circumstances, along with any expert advice they receive.

If it's decided to replace windows as part of major works, landlords should consider what temporary repairs can be done. Landlords should provide timescales for future works. They should also make regular communication throughout. This keeps residents informed, especially if things change or are delayed.

There are also lessons in these cases for landlords managing other tenures such as shared ownership or leasehold. It's important the landlord's sure in its responsibilities and whether section 20 consultations are needed.

## Responsive repairs

While the 2 sections above also cover window repairs, the below category looks at where repairs are delayed. It also pinpoints the missed opportunities for landlords to resolve the situation.

### Notting Hill Genesis

**Notting Hill Genesis** (202220693) delayed repairs to windows for 4 years which exposed the resident to excess cold.

The main delay was to the inspection. This was carried out 2 months after the first report by the resident. The inspection found the windows were beyond repair. There's no evidence the landlord tried to make sure the home was fit for habitation.

It failed to communicate timescales for replacements to the resident, and the resident often had to chase with no response given.

The landlord then failed to assign this repair to a contractor. Therefore, it did not demonstrate appropriate oversight. Additionally, it did not meet its own commitments in its complaint response around providing timescales.

#### **Landlord learning statement**

In its learning from this case, the landlord says it has created a centralised repairs hub. This supports in triaging and booking repairs, before monitoring the entire repair journey and ensuring everything is resolved to the resident's satisfaction.

### **London Borough of Lambeth**

We found severe maladministration in 3 cases for how **London Borough of Lambeth** handled window repairs.

#### **Case 202313959**

The landlord failed to repair rotting windows for 3 years. The resident said it was letting a draught in. The landlord failed to inspect for almost a year after this first report.

Following this there were numerous delays within the case and multiple inspections that found the same thing. The delays forced the resident to involve his local councillor, which also failed to speed things up.

While now completed, there was a lack of repairs records about what action the landlord had taken and when.

**Case 202329603**

The landlord failed to replace broken window handles, leaving only 2 windows in the house unopenable.

The landlord visited the home and found that the windows would need replacing due to parts no longer being available. Two and a half years after this, the landlord left the repairs outstanding.

It meant that the resident had trouble ventilating her home, which may have caused the damp and mould that appeared. The resident also raised fire safety concerns, but the landlord did not act on these urgently.

**Case 202322692**

The landlord failed to take action for 2 years despite ground floor windows being unable to close.

It did not arrange for an inspection when the issue was reported. Later the resident raised more issues with the windows. They would not shut, and she lived on the ground floor. It raised this as a routine repair when it should've been an emergency. There's no evidence the landlord attended the property. There's also no explanation about why it closed the case.

In the landlord's complaint responses, it failed to take responsibility for the repairs. This is despite also learning that the resident had been in and out of hospital with surgery. In its final complaint response, it set a deadline for repairs to be completed. It did not repair the windows until 7 months after that date had passed.

**Landlord learning statement**

In its learning from these cases, the landlord says it has completed reviews of its approach to handling repairs and complaints. It says it has also invested hundreds of millions of pounds in maintaining and improving its council homes and estates, and made significant improvements to services.

## Clarion

**Clarion** (202403556) failed to replace windows for 5 years, with the resident unable to open them.

It made some safety repairs to the windows when the issues were first reported but then failed to take further action for 5 years. There was poor communication throughout too.

The landlord said it was unable to source the parts. When the repair was outstanding for 3 years, the landlord offered £250 compensation for the distress and inconvenience. This offer did not reflect the impact on the resident.

The resident was forced to make a second complaint about the same windows to get the landlord to progress the repairs. It said it had no idea why it had not progressed before and said it would start again. It then acted with urgency. The landlord replaced the windows 5 years after the resident first reported them.

### **Landlord learning statement**

In its learning from this case, the landlord says it has made improvements to the way repairs are recorded and monitored in its case management system. Operatives are now expected to add detailed notes and photographs following each visit.

It has also reiterated the importance of accurately documenting and reporting access issues while strengthening how it communicates with residents when a repair cannot be completed as planned through a new feedback application

## London Borough of Lewisham

We made severe maladministration in 2 cases involving **London Borough of Lewisham**. In both cases the window repairs were left outstanding for years. One raised security issues with the other leading to leaks and heat loss.

**Case 202224509**

The landlord left a living room window boarded up for 3 years. This was after the glass was smashed by high winds.

As the resident was not at fault for the break, the landlord should've repaired the window after making it safe. The resident had to pursue several times before the landlord completed the repair 3 years later. The landlord said there were not enough glaziers to fix the window.

The resident complained that the length of time meant she had to increase heating costs to reduce the cold. There's no evidence the landlord considered this as part of its responses. The resident also had concerns about the boards and nails coming loose as time went on. She had 2 children in the home and said there was no access to daylight in the room.

**Case 202329854**

The landlord did not repair windows for over 2 years and failed to put in a temporary fix. This has had a significant impact on the resident and his children.

During this time, it also failed to attend multiple appointments to resolve the issue.

The household reported draughts and cold temperatures, which the resident says affected his children and their ability to do their schoolwork.

He also provided a crime reference number for a burglary when the resident says burglars entered through an unsecured window.

**Landlord learning statement**

In its learning from this case, the landlord says it has refined its internal escalation procedures to ensure the prompt approval of quotes. This enables contractors to start work more promptly. It is also working more closely with contractors to address challenges and prioritise works.



Further to this, it is expanding the repairs team by recruiting additional surveyors, quantity surveyors, and supervisors. It is investing in internal systems to strengthen communication and record-keeping

### **London Borough of Hammersmith and Fulham**

**London Borough of Hammersmith and Fulham's** ([202345481](#)) response to repairs to kitchen and bedroom windows was full of missed opportunities. This includes not turning up to appointments and failing to do a schedule of works.

The landlord has poor records throughout the case, including no explanation of why it marked the repairs as complete. This is despite internal emails stating the windows had not been replaced.

Months later the windows were measured up but not replaced. The landlord's communications were poor at this time. It also again closed the repair despite the resident telling it that same day they'd not been done.

One contractor said the works could not be completed and referred it back to the landlord. The landlord sent it to another contractor. It then asked the first contractor for an update. This shows a lack of good contractor oversight.

In its [stage 1 complaint](#) response the landlord set a new date the windows would be replaced. It did not meet this new date. It replaced the windows 5 months later.

#### **Landlord learning statement**

The landlord says it has invested more than half a billion pounds into modernising its homes. It has also established a new repairs management team and introduced new contractors with stricter performance standards.

This has already led to the landlord achieving a 91% reduction in damp and mould cases. Further to this, it has built a team with an increased focus and expertise in compassionate customer service and complaints handling.

### **Kensington and Chelsea Council**

**Kensington and Chelsea Council** (202233268) failed to repair a window for more than 2 years.

There were multiple delays throughout this case. This included achieving internal sign off, having to inspect the windows for a second time, and instructing the works to start. This all meant a 27 month wait for the windows to be replaced.

During these months, the resident had to repeatedly contact the landlord for the repair and even had her local councillor intervene. This was despite the windows issues causing damp and mould in the home. It failed to take the individual circumstances of the household into account, in particular the children living there.

We ordered the landlord to examine the backlog it had in other window-related repairs. The landlord found residents had raised 2,600 windows cases over a year period.

### **Landlord learning statement**

The landlord says it has developed a system between its responsive and capital teams to address the issues in this case.

Namely, it means there's more consideration around full replacement before planned capital major works begin on site. This happens where it's unable to effectively carry out ad hoc repairs.

### **RHP**

We made findings of severe maladministration in 3 cases for how RHP dealt with window repairs.

### **Case 202311991**

The landlord delayed repairing the windows despite safety issues and concerns about the resident's children.

Contractors identified there was a risk to safety due to the locks and handles being faulty. The landlord did not complete a risk assessment. It also did not raise an urgent or emergency repair to make the windows safe.

The landlord split surveys up, causing delays. It also could not provide copies of these survey reports. It was often not clear in its communication with the resident about what needed replacing. It also, on occasion, said the repairs were the residents responsibility when they were not.

While some window repairs were made, there were still some outstanding when we made our decision.

**Case 202333396**

The landlord left a living room window broken for over 2 years. This was after a contractor had accidentally smashed it when strimming the grass.

While the landlord boarded up the window and raised a repair job promptly; there's no other evidence of the repair in the landlord's system.

When the resident complained, which was 6 months after the initial reporting, the landlord arranged an inspection. It's not clear whether this took place. A year later, the resident raised again that the window was still not repaired.

When we made our decision, the window remained broken 2 years on from the initial break. This is despite the landlord telling us that the window had been repaired.

For the resident, the broken window meant that he's been unable to watch the birds from his living room. Due to his disability this was a particular pleasure for him that the broken window has taken away.

**Case 202336891**

The landlord also failed to complete a repair for nearly 2 years as the windows were unable to shut.

The landlord made some partial repairs, but these did not stop the leaks from the windows. The resident had to raise the issues again with the landlord to get a final resolution.

It took the landlord 9 months from when it raised the final repair to replace the handles, and when it completed the work.

#### **Landlord learning statement**

The landlord says risk assessments are now done as part of the repair booking process. This makes sure that individual needs, vulnerabilities, and reasonable adjustments are identified, addressed, and properly documented. Where delays occur, residents are kept informed through clearer, more frequent communication.

### **Citizen Housing**

**Citizen Housing** ([202318796](#)) delayed dealing with a bathroom window that was stuck shut. This caused severe damp and mould.

Despite knowing the resident's child was taking medication, the landlord did not change its approach. Its approach to these repairs was delayed and took nearly 2 years to resolve.

In another report by the resident, a toilet window was stuck open meaning that water was entering the home whenever it rained. This was causing a slip hazard. When we made our decision, the landlord had not resolved this repair.

#### **Landlord learning statement**

The landlord says it has improved how it tracks and follows up repairs, and strengthened communication with residents, so they are kept up to date with the progress of their repair and accurate records are kept.

It has also provided external training to all of surveyors regarding ventilation.

### **London Borough of Islington**

**London Borough of Islington** (202313724) missed multiple opportunities to resolve windows repairs sooner. There were delays in inspections, works, and communication.

When the resident reported the windows would not close, the landlord inspected 2 months after. It found that all windows were defective. It made some fixes to the living room window.

However, the bedroom and kitchen windows were reported to be beyond repair and letting in a draught. Seven months on from reporting the issues, the resident raised them again. Now in the winter months the resident said her son had a compromised immune system which was aggravated by the cold.

There's no evidence the landlord assessed this risk. Following this, 3 operatives surveyed the windows and again found they all needed to be replaced.

They also recommended more work to the previously repaired living room window. The resident regularly complained about the cold during the winter months but there was no resolution.

The landlord put scaffolding up to look at structural issues within the home. The resident worried that because her windows would not close that someone could climb this and enter the home.

The continued delays in this case caused significant distress to the resident.

### **Landlord learning statement**

The landlord says it has now altered its processes to make sure it carries out window repairs quickly and to a suitable standard regardless of any planned works.

In cases where it's not economical to change the windows, it will seek a suitably robust temporary measure or bring forward the replacement to as soon as practically possible.

It has sought to buy more temporary accommodation through former Right to Buy properties. It has also reinforced its monitoring of major works transfers. Looking ahead it is launching a dashboard to track cases and service responses. Its Housing Improvement Board will oversee all of this and means tenant voices shape future service design.

## **L&Q**

**L&Q** (202409617) left a first-floor window held in place by masking tape for 2 years. This was despite the risk of it falling as it was hanging off.

Throughout the case there was poor oversight of its contractor who did not attend the arranged appointments.

The landlord noted that the window needed replacing when it inspected it. The landlord had still not replaced the window 22 months later.

The landlord closed the repair several times when it was not resolved, with one occasion attaching photos from a different home.

There was no evidence the landlord proactively managed the contractors performance. It meant the resident was forced to chase for updates throughout. There was poor managing and tracking of the repairs. For example, at one point it was the resident that informed the landlord the contractors were unable to repair the window.

When we made our decision, some of the works were still outstanding.

### **Landlord learning statement**

The landlord says it has since delivered a Repairs Change Project and set up a new team to support residents with complex repairs. The landlord's prioritising urgently needed works through its £3bn Major Works Investment Project. This project will replace windows, kitchens, bathrooms, and roofs in thousands of residents' homes.

The landlord's also implementing measures to respond better to residents with additional needs and has updated its approach to handling unresolved complaints.

## Learning from responsive repairs

Sections 11 and 9A of the Landlord and Tenant Act 1985 require the landlord to keep the structure and exterior of the resident's property in repair. Landlords must make sure the property is fit for human habitation. Landlords must look at the condition of their properties. They must use a risk assessment approach under the Housing Health and Safety Rating System (HHSRS). These do not set out any minimum standards, but it's concerned with avoiding or minimising potential hazards.

Landlords should be aware of their obligations under HHSRS. They are expected to conduct additional monitoring of a property where they identify potential hazards.

Landlords should inspect within their repairs timescales. Using a resident's report and the individual circumstances of the household to triage the case effectively.

Regular communication, especially where there's a concern about health or safety in the home, should be considered carefully. Lots of the cases above were extremely distressing to residents. More proactive landlord communication would have significantly reduced this feeling.

Once a landlord has inspected in a timely manner, it should be proactive about what repairs are needed and keep the resident informed about next steps. It's understandable that sometimes parts are not readily available or that other works may need to be scheduled. Being clear about these timescales, and other dependencies, is important.

Landlords should consider any mitigations they may need in the interim.

There are also times that a landlord's own timetable may need moving, due to pressures beyond its control. Again, regular and proactive communication is important to make the resident feel the landlord is doing everything it can to fix the

problem. If this is the case, landlords should reassess the risk to the household and if any further mitigations are needed.

When contractors are involved, landlords should make sure they have effective oversight of the performance and maintain good relationships. This is vital to a positive working relationship where trust between landlord, contractor, and resident will lead to better outcomes.

## Centre for Learning resources

[Windows key topics page](#) including case studies, reports and other resources

[Awaab's Law key topics page](#)

[Hazards key topics page](#)

[Knowledge and information management key topics page](#) containing reports, podcasts and case studies.

[Knowledge and information management eLearning](#) and workshops available on the Learning Hub.

[Damp and mould key topics page](#) containing reports, podcasts and case studies.

[Damp and mould eLearning](#) and workshops available on the Learning Hub.

[Attitudes, respect, and rights key topics page](#) containing reports, podcasts and case studies.

[Attitudes, respect, and rights eLearning](#) and workshops available on the Learning Hub.



## Glossary of terms

Term used	Meaning
Severe maladministration	A finding made by the Housing Ombudsman. It's where a landlord has failed significantly in its duties, demonstrating serious service failure that has caused residents substantial harm, distress, or disadvantage.
HHSRS	A risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety.
Stage 1 complaint	The first formal stage in the Housing Ombudsman's complaint handling process.
Stage 2 complaint	The second and final formal stage in the Housing Ombudsman's complaint handling process.
Section 20 consultations	Legal requirement in social housing when landlords (typically local authorities or housing associations) want to carry out major works or enter into long-term agreements that will cost leaseholders more than a specified threshold.
Decent Homes Standard	A set of criteria used to assess the quality and condition of social housing in England.

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