



CUSTOMER COMPLAINT RE HOUSING REPAIRS

REPORT OF DEPUTY CHIEF EXECUTIVE (CORPORATE DIRECTION) *A Borough to be proud of*

WARDS AFFECTED: ALL

1. PURPOSE OF REPORT

1.1 To provide members with a case study of a Housing Repairs complaint.

2. RECOMMENDATION

2.1 That the Committee notes the information provided.

3. BACKGROUND TO THE REPORT

3.1 A number of update reports have been presented to members over the last couple of years in relation to the Housing Repairs Service, showing an overall positive direction of travel. During the last Finance, Audit & Performance Committee meeting, a further report was requested with specific detail of a particular complaint.

3.2 Members were previously advised that for the period 2013 / 2014, there had been 11 formal complaints from customers regarding the Housing Repairs Service. Of these, two were upheld.

3.3 For the period 2014 / 2015 to end November, there have been seven formal complaints, one of which has been upheld.

3.4 Members requested further information relating to a complaint that arose in the period 2013 / 2014 regarding alleged failure of heating and hot water. At the last meeting, members were presented a summary of the complaint, as shown below:

St Martins Drive, Desford	No water or heating in house.
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3.5 The original complaint was completed on the standard complaint form and was received on 22 July 2013. In accordance with the complaints procedure (attached as appendix one), the complaint was submitted to the Democratic Services Officer and treated as Stage One. Once the nature of the complaint is established (and therefore the relevant service), it is sent to a relevant officer within the service to investigate further and respond directly to the complainant.

3.6 In this particular case, the complainant claimed that they had been without working heating or hot water since they had taken their tenancy some seven months prior.

3.7 The complaint was sent to the Housing Repairs Operations Manager on 22 July 2013 to investigate and respond accordingly.

3.8 To investigate this complaint, the Housing Repairs system was checked for any records of contact from the tenant and reports of repairs. The Contract Supervisor for the Central Heating Servicing and Repairs contract was also contacted for any information they had pertaining to the case.

3.9 In this case, the tenant had indeed made multiple calls regarding the heating and hot water. However, it had been identified that the tenant was using their immersion

heater for hot water delivery (they opted not to use the boiler) and this is where the fault lay. A new thermostat had already been installed and the fault was therefore rectified. At no point had the tenant been without heating, nor hot water as this was available through the boiler system. As a result, the complaint was not upheld.

3.10 A response at stage one of the complaints process was therefore issued to the complainant on 1 August 2013 which was within the required ten working day period. The response set out the complaint and the rationale for not upholding it.

3.11 Any complainant has the option to request a review of a decision which would then be considered by a more Senior Manager at stage two of the complaints process. The tenant in this case did not request a review of the decision, however they did report the fault again along with radiator leaks in October 2013. Upon further inspection, there were no faults found, however the Contract Supervisor tried to follow up on a number of occasions with the tenant (to ensure they remained satisfied) but no calls were returned.

4. FINANCIAL IMPLICATIONS [IB]

4.1 There were no financial compensation arising from the case.

4.2 Repairs costs arising from complaints are met from existing budgets.

5. LEGAL IMPLICATIONS [EH]

5.1 The complaint was dealt with in accordance with the council's adopted complaints procedure which complies with guidance issued by the local government ombudsman.

5.2 Total loss of heating and/or water is a repair for which there are set times in which the council must, as landlord, rectify the fault under the Secure Tenants of Local Housing Authorities (right to repair) Regulations 1994. Total or partial loss of heating must be repaired within 3 days of notification between 31 October and 1 May. This obligation only applies where the value of repair is less than £350.00 in value.

6. CORPORATE PLAN IMPLICATIONS

6.1 The Housing Repairs Service contributes to all of the Corporate Aims, in particular::

- Creating a Vibrant Place to Work and Live
- Empowering Communities
- Supporting Individuals

7. KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS

7.1 The Repairs Service is delivered to all Housing stock and therefore impacts on all of the Borough including rural areas. It also therefore impacts on any vulnerable groups within the Borough.

10. CORPORATE IMPLICATIONS

10.1 By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications

- Voluntary Sector

Background papers:

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