

Case: 201102919, Dumfries and Galloway Housing Partnership
Sector: housing associations
Subject: repairs and maintenance of housing stock (incl dampness and infestations)
Outcome: some upheld, action taken by body to remedy, recommendations

Summary

Ms C signed a tenancy agreement for a property owned by a housing association. The property had been inspected by the association before being re-let, and had passed that inspection. We upheld Ms C's complaint that the decision that the property was in a reasonably habitable condition for re-let was unreasonable. This was because, after Ms C's lease began, a number of works were identified as being required, which should have been carried out before she moved in. These included removing stained floorboards, renewal of a tank cupboard door, a lack of heating and hot water, and fixing exposed electrical wires.

We did not uphold Ms C's complaint that a contractor failed to complete plastering works, as we found that the need for additional plastering was identified when the first job was completed, and it was reasonable for a sub-contractor to be employed to undertake the second job. We also did not uphold Ms C's complaint that the décor voucher provided did not cover the actual cost of re-decorating the property. We found that the tenancy agreement said that décor was the responsibility of the tenant, and so found the association's position that they would provide assistance with this by way of décor vouchers (Ms C having been granted the maximum amount available) to be reasonable.

Recommendation

We recommended that the association:

- amend the post termination inspection report document to include whether the property has passed the void standard and if not, to include details of what further works are required.