

SPSO decision report

Case: 201201036, Atrium Homes
Sector: housing associations
Subject: repairs and maintenance of housing stock (incl dampness and infestations)
Outcome: not upheld, no recommendations

Summary

Ms C said that in July 2011 she had reported to the housing association that the kitchen door in her new property was sticking on the floor when being opened or closed. She assumed the door had 'dropped' and said the housing association had told her it was her responsibility to repair it. When it became more difficult to open or close the door in March 2012, she asked for someone to come out to investigate. It was then identified that, rather than the door being the problem, the floor had swollen. Several visits took place to search for the cause of the floor swelling and Ms C was eventually asked to lift the floor covering completely. When the floor covering was lifted, it cracked and ripped. Ms C said that the maintenance officers could not identify where the leak had originated but the housing association said it was caused by her washing machine. Ms C was unhappy and said that the association delayed in coming to investigate the problem in the first place, wrongly blamed her washing machine for the water leak which caused the floor to swell up, and refused to replace the floor covering.

We found no evidence to suggest that Ms C had raised the matter of the door sticking before February 2012 and that when she did raise it, the housing association acted promptly to identify the cause. The information provided by the housing association showed that the professional opinion of all concerned was that Ms C's old washing machine was the cause of the water leak as the area affected was drying out since the floor covering had been lifted and there was no evidence of a leak at any of the visits made.

Ms C's tenancy agreement states that, where necessary, she must agree to uplift floor coverings where repairs are being carried out. Compensation payments by the association are normally only offered where there is evidence of inaction or negligence in addressing a matter that was the responsibility of the housing association to resolve and we found no evidence of negligence. We were satisfied that the association acted appropriately in advising Ms C to make a claim on her own home insurance.