

## Scottish Parliament Region: West of Scotland

### Case 200500720: Clydebank Housing Association Ltd

A complaints investigator with the delegated authority of the Scottish Public Services Ombudsman has conducted this investigation.

#### Summary

1. In June 2005 the Ombudsman received a complaint from Ms C (the complainant) that Clydebank Housing Association Ltd (the Association) had failed to maintain the communal areas to the front and rear of her house properly, and that they had not dealt appropriately with her representations on this matter. My investigation did not find that the Association had failed to upkeep the communal areas around Ms C's home, nor that they had dealt inappropriately with her complaints. Accordingly I have not upheld her complaint.

#### Complaint as put to the Ombudsman

2. Ms C complained that the Association had failed to maintain the shrubs to the front and rear of her house, allowing them to grow too high, and that they failed to remove graffiti outside the close. She was also aggrieved because she felt that they did not deal with her complaints on this matter properly; firstly by delaying in replying to her written complaints and secondly by putting one of her calls on hold for at least 20 minutes rather than telling her that the person she asked to speak to was engaged in a meeting.

#### Background

3. Ms C said that she first contacted the Association about the bushes in August 2004, at which point she was told that they would be cut sometime between September and March. However, she said that the work was not done. She then tried to speak to the Association's Director in May 2005 but she was left on hold for nearly 20 minutes. After that, on 15 May 2005, Ms C made a formal complaint to the director.

4. The director replied on 17 May 2005, saying that she had been made aware of

Ms C's telephone call, but that she had been engaged in a meeting and it had been too late to call back. She apologised for this. She also said that she had visited the area where Ms C lived that afternoon (17 May 2005) and had noted the general condition and was checking to see whether the matters concerned were subject to a works order, so that she could provide Ms C with the timescales. She said that she would ensure that any necessary pruning was attended to and that she would be in touch again.

5. Ms C continued to be dissatisfied, despite the director's follow up letter of 24 June 2005, saying that they had removed the graffiti to the best of their ability and that a general tidy-up had been completed. The letter also said that the landscape contractor had visited twice since her original complaint, trimming some shrubs and replacing others with turf. Ms C raised a formal complaint with the Association on 25 June 2005. On 27 June 2005 the Association's chair replied to the effect that the director had dealt with her original complaint within 24 hours, by visiting the site and afterwards writing to advise of the action being taken. The chair said that as a result, instructions had been issued to contractors to complete works. The chair said that the landscaper was aware that Ms C remained unhappy with the work and consequently he had returned on further occasions. Nevertheless Ms C was still dissatisfied with the standard of work. As a consequence the chair said that he would arrange a repeat inspection of the backcourts.

#### **Investigation and findings of fact**

6. In June 2005, as Ms C felt that no progress had been made, she formally complained to this office and in August enquiries were made to establish what action, if any, had been taken by the Association since she had raised the matter with them. The Association's maintenance contract for the communal areas and records of the work done were requested.

7. The landscape maintenance contract required that 14 visits be made to Ms C's area between April and October (two visits per month) to cut grass, remove weeds and maintain garden beds and shrubs. The contract also required that, during November and March, two visits be made specifically for wider pruning. The completed contract monitoring forms recorded works carried out in line with the

contract.

8. It was apparent from the Association's records, that there were numerous completed work orders for the communal ground near Ms C's house, some of which she had reported. With regard to the graffiti, the maintenance contractor had tried unsuccessfully on 8 June 2005 to remove it but returned on 15 and 21 June 2005 to try again using another removal process. Records show that the graffiti had been removed. Records also show that bushes in the area had been pruned in December 2004 and that the following April the area had been strimmed and cut and litter removed. The same had happened in May and June 2005.

9. The Association's contract review report of August 2005 recorded that the Association's maintenance officer regularly visited all the sites with the contractor, in order to monitor progress and discuss any alterations required to the maintenance programme. The review also noted that the development where Ms C lives had been awarded 'secure by design' status on its completion and that the site had included planting pyracantha around the building on the recommendation of the police to deter unlawful access. The contract review noted that the Association's landscape contractor maintained the bushes.

10. With regard to the way in which Ms C's telephone call had been dealt with, the Association's director advised me that Ms C had been made aware that she had been unable to speak to her as she was engaged in a meeting and that she had apologised for this on 17 May 2005. She said that she was unable to investigate the length of time Ms C had been kept on hold because the telephone system was unable to monitor it. However, she pointed out that the Association's usual procedure was to answer calls within five seconds and, if the relevant person is unavailable, to invite the caller to leave a contact number, not to keep the caller on hold. Ms C did in fact leave a number where she could be called back. The director also reported that a recent tenant satisfaction report had shown that 97% of tenants were happy with the length of time taken both to answer the call and to reach the relevant person.

## **Conclusions and recommendations**

11. Ms C insisted that the bushes to the front and rear of her house had not been touched, despite her complaints, nor had the graffiti. However, information provided by the Association contradicted this. At least two attempts were made to remove the graffiti and, whilst some paint may remain, the Association's director said that the contractor was reluctant to do more work, fearing damage to the block-work facing on the building. Similarly she said that landscape contractors have regularly visited the area, with general pruning being carried out in December 2004; in addition to this, strimming, grass cutting and litter picking were done on a regular basis. A contract review in August 2005 indicated that the bushes (including the pyracantha) were maintained by the landscape contractor.

12. Ms C's correspondence of 15 May 2005 on this matter received a response from the Association on 17 May 2005. A further letter was sent to her on 24 June 2005. Ms C, however, remained unhappy and wrote to the Association again on 25 June 2005, receiving a reply from the Association's chair dated 29 June 2005. In the circumstances I cannot conclude that the Association dealt inappropriately with the correspondence, nor with her telephone call. Whilst Ms C insisted that she was left on hold for 20 minutes, the Association said their system could not determine this. The director apologised for not getting back to her on the day because she was otherwise engaged and later pointed out to me that keeping a caller on hold was not the Association's stated practice. Ms C had also managed to leave her number and generally 97% of tenants were content with the way the Association dealt with calls.

13. After reviewing the evidence I am not satisfied that the Association failed to maintain the communal areas of garden ground around Ms C's home properly, nor that they had dealt inappropriately with her representations. Accordingly I do not uphold the complaint and do not propose further action on this matter.

20 December 2005

