

Scottish Parliament Region: Central Scotland

Case 200502048: North Lanarkshire Council

Summary of Investigation

Category

Local government; Housing, Rent Account and Housing Repairs

Overview

Miss C complained of being given misinformation in regard to her rent account when she transferred to another Council house, and of problems in getting repairs carried out to the house.

Specific complaints and conclusion

The complaint which has been investigated concern:

- (a) misinformation as to the date on which she was required to take entry and pay rent and council tax in respect of her new tenancy (*not upheld*);
- (b) misinformation about the direct debit arrangements required for making payments to her rent and council tax account (*upheld*);
- (c) failure by the Council adequately to carry out repairs and maintenance to her new home (*upheld*).

Redress and recommendation

The Ombudsman recommends that the council:

- (i) review their practices regarding changes of tenancy to ensure that correct information is given regarding transfer arrangements and rental charges; and
- (ii) advise tenants of the priority code as well as the timescale within which their repairs are likely to be carried out.

The Council have accepted the recommendations and will act on them accordingly.

Main Investigation Report

Introduction

1. On 27 October 2005 the Ombudsman received a complaint from a woman (referred to in this report as Miss C). Miss C complained of having received inadequate service from North Lanarkshire Council (the Council). A year earlier, Miss C had accepted the tenancy of a Council house on 25 October 2004. She complained she was given inaccurate information relating to payment of rent and council tax, which caused her financial difficulties. She further complained that the Council had failed in their duty under section 5 of the Scottish Secure Tenancy Agreement with regard to carrying out repairs, maintenance, improvements and alterations to her house.

2. The complaints from Miss C which I investigated concerned:

- (a) misinformation as to the date on which she was required to take entry and pay rent and council tax in respect of her new tenancy;
- (b) misinformation about the direct debit arrangements required for making payments to her rent and council tax account; and
- (c) failure by the Council adequately to carry out repairs and maintenance to her new home.

3. I have not included in this report every detail investigated, I am satisfied that no matter of significance has been overlooked. The Council and the complainant were both given an opportunity to comment on a draft of this report.

Investigation

4. I received the complaint on 27 October 2005 and on 28 November 2005 I notified the Council that I had decided to conduct an investigation. I examined copies of correspondence between the Council and Miss C and on 26 January 2006 I asked the Council to provide information including:

- (a) Miss C's tenancy agreement;
- (b) the Council's repairs policy;
- (c) documentation showing what action was taken following contacts made with or received from Miss C;
- (d) records of repairs reported and works carried out;
- (e) comments on whether Miss C herself was forced to pay for repairs which would normally have been the responsibility of the Council;

- (f) if so, whether such repairs were to ensure that her property was habitable and tenantable as defined by her tenancy agreement, and
- (g) whether there were any lessons learned from Miss C's complaint and whether any remedial action had been taken.

5. I also requested and received from the Council a copy of Section 5 of the Scottish Secure Tenancy Agreement. In so far as the Agreement relates to repairs required during the course of a tenancy, it states (among other things) that the Council will carry out repairs or other work necessary to keep the house in a condition which is habitable, wind and watertight and, in all other respects, reasonably fit for human habitation. It also states that they will carry out all repairs within a reasonable period of becoming aware that the repairs need to be done. The Council's Repairs and Maintenance Manual provides a list of priority codes for different types of repairs. Routine repair requests are coded 3 to be completed within 3, 7 or 20 working days.

Tenancy and Rental Issues

6. Miss C was offered the tenancy of her present house and viewed the property on 21 October 2004. Initially, she was not informed that she was required to sign the tenancy agreement by the end of the next working day. However, after receiving a telephone call to that effect, she made arrangements to sign the tenancy agreement at the Council's First Stop Shop on 25 October 2005. Miss C said she was informed that she would receive one week's free rent from 1 November 2004 and she would start to pay rent on the new property from 7 November 2004

7. Miss C was given new direct debit forms and told she should cancel the existing direct debit for rent and council tax payments on her present house and set them up again for her new address. She went to her bank and cancelled the existing mandates; however, she could not set up a new direct debit because this had to be done by the Council. She telephoned the Council's office and was told that the information she had been given was wrong and that she should not have cancelled her existing direct debits. On 1 November 2004 she visited the Council's office and, in addition to receiving confirmation that her direct debits should not have been cancelled, she was also told that she had been misinformed about the exit date from her existing tenancy and entry date to the new property. She was now being told that she was required to hand in the keys of her former house by 1 November 2004, not 7 November 2004 as previously advised, and that the start date for payment to the new property was

1 November 2004. This resulted in her being responsible for rent and council tax payments on two properties. In regard to this point, the Council believe Miss C misinterpreted the position. They state that the date of entry is always one week after signing the tenancy agreement and, if a longer transfer period is needed, the tenant requires to pay rent for both the existing house and the new house. The Council accept Miss C should have been informed that the new direct debit required to be set up by Housing Finance Section and say that staff procedures will be clarified.

8. Miss C raised a Stage 1 complaint with the Council about these matters on 10 November 2004. She questioned the communication procedures within the Housing Department and asked whether First Stop Shop employees were fully trained to inform tenants of up-to-date, relevant and correct information on housing issues. The Area Manager (Officer 1) replied on 29 November 2004 apologising if, when viewing the property, Miss C had not been informed she should have signed the tenancy agreement on 22 October 2004. He said the housing officer dealing with the let had been requested by Miss C to enquire about the installation of a new central heating system. He understood she was awaiting this information prior to signing the missive, and the Council did subsequently agree to install a gas heating system in the property.

9. Officer 1 also confirmed that as Miss C had signed the missive on 25 October 2004, the new let was effective from 1 November 2004 thus allowing one week to transfer house. The rent charges on the new house also commenced on 1 November 2004. In respect of Miss C's visit to the First Stop Shop when she had received incorrect information, Officer 1 assured her that staff were fully trained, the Department expected all customers to receive swift and correct attention and the matter was being addressed. He apologised again for the inconvenience caused and said that if she was having problems making payments to her rent or council tax to contact the Department. If not satisfied, she could proceed to Stage 2 of the complaints process by making an appeal to the Director of Housing and Property Services.

10. As part of the complaints procedure, the Council complete a handwritten check list and analysis sheet of how the complaint was dealt with. This records timescales for action and response and whether or not the complaint was justified. In this case, Miss C's complaint about the information she was given about rent and council tax dates and payments was noted as justified at Stage 1 and the reason stated on the internal analysis sheet was 'Admin Error'.

Notwithstanding this recorded finding, the Council have said that the apology given by the Area Manager was on the basis that if Miss C's recollection was correct, an apology was in order.

11. Meanwhile, before the Area Manager's reply was sent to the complainant, she received a letter dated 28 November 2004 from the Housing Department's Service Manager (Officer 2) informing her that she was in arrears of £93.86. On receipt of this letter, she telephoned the Council to enquire how she had accrued two weeks' arrears. An undated, handwritten compliment slip dating from around this time contains the information: 'The former acc. Credit has been given for 2 weeks rent of £89.66 – transferred to new account. New account has 4 weeks rent charged from 1/11/04 and only payment has been £89.66. The difference is the £93.86 – 2 weeks rent. You have been charged rent on 1/11 and the 8/11 for both properties'. The Council say this compliment slip was attached to an earlier letter dated 16 November 2004 in which the Council advised Miss C of the date for which the direct debit was set up (1 December 2004), and of an outstanding balance of £93.86. Print-outs of rent account details which Miss C obtained some time later show that adjustments were made to her account in November 2004; a figure of £44.06 has a handwritten note against it saying 'credited'.

12. On receipt of the letter from Officer 2 saying she was in arrears, Miss C wrote to the Council on 26 November 2004 with an addition to her original complaint. She said she now understood that the confusion over payment dates had caused her to be in arrears for one of these weeks; but, according to the Housing Department, it now appeared she was being charged up to 15 November 2004 for rent in respect of her former tenancy, and not 1 November 2004 as previously stated by the Housing Department.

13. There appears to have been no written response to this additional complaint. However, the Council have said their interpretation of Miss C's letter of 26 November was that she understood how the arrears situation had come about. It was correct that initially there had been an erroneous charge for her previous tenancy up to 15 November. However, they said the Service Manager met with Miss C and, and subsequently sent a response to the Stage 1 appeal was sent. The Council have since provided me with an audited account which they say shows that all Miss C's rent transactions were correct.

Repairs Issues

14. Parallel to the foregoing complaints, from the start of her tenancy of the new house Miss C reported a number of repairs and other concerns about the property. These became the subject of telephone and email enquiries, correspondence and complaints. Miss C produced a table showing details of the repairs which she raised with the Council, as follows:

Date	Repair	Information	Repaired
21.10.04	Lights Front door Rubbish Rooms plastering	Advised (to be) carried out 14- 21 days	
25.10.04	All above + Shed Window		
28.10.04	Rubbish Shed Front Door Window Doors in house Sockets	Advised (to be) carried out 14- 28 days	
01.11.04	All above		
02.11.04	All above		
12.11.04	All above + Rubbish from shed/back	Requested information as to when repairs will be carried out	
15/16/17/18/19 November	All above	Repeatedly requested information regarding repairs	

22.11.04		Joiner – Advised he had been 'phoned half hour before	Replaced bathroom door
22.11.04	Rubbish house/back Sockets Front door	(Housing Officer) advised she will report repairs herself	
24/25/26 November	Reported all of above		
30.11.04		Electrician	Repaired replaced socket
08.12.04	Outstanding repairs: Plasterer, Front Door, Rubbish from Back/Inside, Broken window and Broken handle on Window		
13.12.04	All of Above	Home visit	Rubbish partially removed
15.12.04		Joiner	Oiled lock & Window
17.12.04		Joiner	Repaired lock
17.12.04	Rubbish		
22.12.04			Rubbish finally Removed
23.12.04	No need for Plasterer as tenant has paid for this repair		

15. Under the Council's Repairs & Maintenance Manual, on completion of a repair, a customer satisfaction survey is sent to the tenant. The completed survey is returned for analysis, to allow a record of the standard of service being provided. An undated survey sheet was sent to Miss C early in her tenancy of the new house stating that repairs (unspecified) had been carried out by

Maintenance Property Care Ltd. She completed and returned the survey, expressing dissatisfaction and saying that she was still waiting for repairs to be carried out. She asked what repairs were being referred to, as not one of those which she reported had been carried out. The Council have said that attempts were made to contact Miss C through her designated contact (her sister) who indicated that Miss C herself would contact the department; however, no contact was made.

16. On 19 November 2004, her local councillor (the Councillor) wrote to her saying he had made enquiries and been advised that there would be a delay in installing gas central heating because there was no gas supply to the house. The Councillor had also requested that rubbish she had been complaining of should be removed from the house as soon as possible. In a further letter of 1 December 2004, the Councillor said he was not at all happy that rubbish had still not been uplifted and that a number of repairs had still to be carried out. Should these not be attended to within five working days, he asked Miss C to contact him. A similar letter from the Councillor dated 15 December 2004 indicated that he was concerned at the non-uplift of rubbish and the lack of repair to a window and door. The Council say there is confusion about the rubbish and they have provided statements from maintenance officers who visited the property. One of the maintenance officers said that on his first visit, bin bags of rubbish were removed. The other officer said that an old garden hut was inspected and he undertook to have the contents removed after Miss C signed the tenancy. On his next visit, Miss C showed the maintenance officer wood at the back door and advised him that she had renewed certain skirtings and facings in the house. Miss C also advised that she wanted the plastering line cancelled as she had got in a private plasterer after a lot of plaster fell away when the skirtings were removed.

17. Documents received from the Council show that the majority of repairs requested by Miss C were coded priority 3 in terms of the Council's Repairs and Maintenance Manual to be completed within 20 days. The first Draft Works Order (No 02573264) was raised by the Council covering 'renewal of interior flush panel door, removal of shelf and supply/fit boxing in above cupboard'. A handwritten note states that the Works Order was issued and cancelled on the same day, 1 November 2004, but there is no explanation why it was cancelled. The same works order was re-issued on 12 November 2004, with a handwritten note stating that the job was completed on 24/11/04. This approximates to the record kept by the complainant who noted on the list shown above that a joiner

had replaced the bathroom door on 22 November 2004.

18. Other separate works orders were issued by the Council between November and December 2004, as follows:

- (No 02573254 issued 8/11/04) 'Install socket circuit' including removal/renewal of other electrical fittings. According to the complainant's list, this was completed on 30 November 2004.
- (No 02573270 issued 8/11/04) 'Clean out cellar/hut and remove rubbish'. According to complainant's list, completed 13 and 22 December 2004.
- (No 02573290 issued 19/11/04) 'Adjust PVC Door/Ease door lock' was issued on 19 November 2004. According to the complainant's list, these were completed on 15 and 17 December 2004.
- (No 02593592 issued 07/12/05) 'Renew Int. Flush Panel Door'. This is recorded by the Council as being completed by 31 January 2005.
- (No 02595598 issued 15/12/04) 'Renew handle to UPVC sash...'/Remove & renew lock to UPVC door'. This job is recorded by the Council as being completed by 21 January 2005.
- (No 02598628 issued 13/12/04) 'Plaster patch on wall, include hacking off plasterwork various places'. This order appears to have anticipated a small job as it was priced at £33.46. A handwritten note states that the order was cancelled on 16 December 2004, with no explanation given for the cancellation. This coincides with the complainant's list which contains the comment 'No need for Plasterer as tenant has carried out this repair'. It is clear from the information provided by the complainant that she had asked for plasterwork repairs to be carried out, but there are no details other than the word 'Plasterwork' to describe what repairs she asked for. The complainant has provided a copy of estimates obtained for work which she carried out privately at the property. These included £1000.00 for plasterwork which does not reflect the extent of work estimated by the Council at £33.46. The Council have said that information has come to light that three jobs were cancelled because of inability to gain access and one, the plastering job, because events had been overtaken by the tenant carrying out plasterwork privately. The Council state that the plasterwork undertaken by Miss C was entirely differently from the minor work which had been accepted by the Council as a repair.

19. The complainant wrote to the Council on 22 December 2004 saying she wished to proceed to Stage 2, the appeal stage of the complaints process. She again raised her complaints about being misinformed on tenancy and rental

matters, and also regarding repairs and level of service. This was acknowledged on 30 December 2004 by the Area Manager who said that a reply would be sent within 28 days. A response was sent by the Director of Housing and Property Services (Officer 3) on 22 February 2005 in which he referred to her concerns about housing repairs and the follow up service given by the Housing office. He said he was sure Miss C would accept that with every new house there would be a number of snagging works required, but he stressed the importance of giving correct information to ensure smooth housing transfers. While he was satisfied that staff had acted in good faith, he was of the opinion that the services had not been of the normal high standards expected of the Department and he had addressed the matter with the appropriate officers. He could not agree that there had been discriminating or bullying tactics by housing officers, but he did agree that a professional manner had not always been present in that too many items had not been sufficiently progressed. He was satisfied that all matters had now been attended to and he apologised for the upset and inconvenience the matter had caused Miss C.

20. No specific mention was made in the letter about the rent and council tax problems which were the subject of her initial complaint. However, in the complaint analysis sheet, it was noted that the Stage 2 complaint was justified and that an apology had also been given at Stage 1. The Council say that the Housing Department regarded the Stage 2 complaint as effectively a continuation of Stage 1, and the basis of the indication of justification of the Stage 2 complaint was not additional to, but rather related to the apology given at Stage 1.

21. In the period between February and August 2005, the complainant raised a number of repairs requests and in August 2005 she summarised outstanding repairs as follows:

- Plasterer October 2004 - 9 months;
- Dampness February 2005 - 5 months;
- Doors to be replaced October 2004 - 9 months.

With regard to plasterwork, the Council repeat that the need for this work was overtaken by the tenant's own renovation works. With regard to dampness, the Council say the property was not occupied over the winter 2004/2005. It was inspected by a senior housing officer and the Assistant Services Manager on 16 February 2005 and it felt cold and damp because no heating had been on. A line was issued that day to contractors to turn on and test the central heating

system. Subsequently, on 25 May 2005, an inspection line was raised to check for dampness in the rear bedroom. A job line was issued that day to contractors and a response received on 7 June 2005. The Council do not accept Miss C's statement of delay of five months.

22. On 6 June 2005, the Council's damp-proofing contractor had inspected Miss C's house for dampness and the Council received their report on 14 June 2005. The contractor concluded that there was no rising damp, but there was condensation in the left/rear bedroom requiring proper heating and ventilation of the room. Externally, there was defective roughcast and pointing around the window and the contractor recommended repairs to roughcast and mastic. In an email to the Council dated 29 August 2005, the complainant said she was still waiting for the dampness to be treated. Lines were issued to fit two new vents at the back bedroom window following the survey on 6 June 2005. These lines were subsequently cancelled due to lack of access to the property. With regard to roughcast/mastic outstanding, the Maintenance Officer's view at this time was that no further works were required. With regard to dampness, it is the Council's view that there was no dampness to be treated and that proper heating and ventilation would resolve the problem, as advised to Ms C in February 2005.

23. Responding to the complaint, the Director of Administration (Officer 4) stated that a void inspection had been carried out before the house was offered to Miss C. In the period September 2004 to July 2005, there had been total expenditure of £6413.73 on the property, including the new central heating system which the Council installed in April 2005. He said the following repairs were ordered:

- 15 November 2004: instructions to clean out cellar and remove rubbish. Work completed same day. (This is contrary to the information provided by Miss C and the letters written by the Councillor). The Council suggest that the rubbish at the start of the tenancy was promptly removed – but other rubbish was generated by renovation works undertaken by Miss C herself.
- 19 November 2004: line issued to adjust the UPVC door. Work completed 8 December 2004. (According to complainant, completed 15/17 December).
- 7 December 2004: line issued to renew bedroom and bathroom doors. Work completed by 3 January 2005. (According to complainant's list, no

information re bedroom door; bathroom door replaced 22 November 2004).

- 8 December 2004: line issued for electrical repairs.
- 13 December 2004: line issued for plasterwork – cancelled 16 December 2004 and never re-issued – unable to identify a reason why work was cancelled.
- 15 December 2004: line issued for new UPVC lock for door, and renew handle to window. Work completed 21 January 2005.
- 16 February 2005: line issued to switch on and test heating system, refit radiator. Work completed on 21 February 2005.
- 7 May 2005: line issued to glaze broken window. Work completed 20 May 2005.
- 20 May 2005: dampness inspection carried out. Results of dampness survey received 14 June 2005 – no record of rising damp.
- 14 July 2005: line issued to plaster alcove wall. Work completed 24 August 2005.
- 14 July 2005: line issued to fit vents in back bedroom window. Work cancelled on 30 September 2005. No explanation for cancellation.

The Council point out that the old heating system was not defective. However, it was due for replacement under the Capital programme within twelve months and as Miss C was unhappy with the existing coal fired system, a management decision was taken to advance the heating replacement to satisfy the tenant's aspirations.

24. The Director of Administration has stated that there is no record of any repairs being refused by the Council. There is also no record of Miss C informing the Housing Department that she intended to carry out repairs and it is the understanding of Officer 3 that the house was habitable at the time of let.

25. The house had been inspected prior to Miss C being given the keys, and although there were a number of minor additional works issued for the property following the date of let, these would not have prevented the tenant from occupying the house. These related to replacement of a pass door, removal of a shelf from the kitchen and supply of three metres of boxing-in at the kitchen. The Department had endeavoured to complete all works prior to occupancy, however, there can be an element of repairs that require to be completed following the initial inspection. The Department acknowledged that a number of works orders which were issued for repairs were cancelled. Having looked into

this matter, the Department had been unable to identify why the works orders were cancelled.

26. Officer 4 stated that no alterations had been made to the Council's allocations procedures or in relation to repairs to void properties. In the Housing Department's response of 29 November 2004 to Miss C's Stage 1 complaint, it was accepted that she had a justified complaint in relation to her rent account. This was acknowledged and an apology was provided to the tenant.

Conclusions

27. Dealing firstly with Miss C's complaint about the misinformation which she was given in regard to her exit and entry dates and her rent account, it is noted that Officer 1 replied to her on 29 November 2004 acknowledging that her complaint was justified and apologising for the incorrect information. As far as it went, that was an appropriate and proper response.

28. However, the matter went deeper than that. Before Miss C actually received that response, she received a letter stating that she was £93.86 in arrears of rent and she appeared to have been charged rent up to 15 November 2004. In view of this she wrote an addition to her complaint. The Council say that the Area Manager explained the position on this to her. However, I do not consider the Council have demonstrated that all the issues she raised were fully dealt with or responded to at any time.

29. I uphold Miss C's complaint about the misinformation which she was given regarding incorrect information on re-arranging her direct debits. I am pleased to note that this has already been acknowledged by the Council. It remains unclear how the uncertainty over the question of whether the rental charges for the new house were due from 1 or 7 November, 2004. The Council believe Miss C misinterpreted the position and I cannot establish whether or not that was the case. The Council say that the question of the erroneous charge for rent up to 15 November 2004 was explained to the complainant; However, given that the complainant had made a formal complaint, they should fully have responded to all the issues raised by her at stage 1 and stage 2. The complainant has clearly had unease about her rent account. The Council have provided me with an audited account of her rent and I recommend that a senior finance officer meet with Miss C and go through the audited account with her.

30. Turning to the complaint about lack of repairs or inadequate service, it is almost impossible from the information variously provided by Miss C and the Council to reconcile exactly what repairs were requested, what were carried out, and when. Miss C's list was meant as a reminder to herself and, therefore, does not contain a full description of the repairs. It is clear, however, that most of the repairs which she requested were regarded as routine, priority code 3, therefore, to be carried out within 20 days. A review of the information provided by the complainant and the Council shows that some repairs were carried out within or generally close to that timescale. However, some were not; some works orders had to be re-ordered without it being obvious why, and in some instances there is conflicting information as to the completion dates of the repairs. The Council acknowledged that some works orders were cancelled without explanation but have since said that information has come to light that three of these were due to lack of access. It is entirely inadequate that a system for administering repairs to properties should not have a proper record of, or explanation for, cancellations. While the Council have now said information has come to light about some cancellations, such information should be readily evident as part of the record system.

31. Miss C first raised the need for plastering repairs on 21 October 2004. There is no detailed description of the repair which she was requesting, but it clearly was not carried out. The Council belatedly raised a works order (No 02598628 issued 13 December 2004), however, it is evident they only proposed a small plaster patch job priced at £33.46. This job was, in fact, cancelled by Miss C as she had instructed plastering work to be done privately at a cost of £1000.00. Miss C did not inform the Council of her intention to carry out this work and, therefore, I do not consider that there are grounds on which the Council could be expected to reimburse the complainant for this. Indeed, Miss C has confirmed that at no time did she ask the Council to reimburse her.

32. The Council have pointed out that, up to July 2005, the Housing and Property Services Department had spent £6413.73 in repairs and improvements to Miss C's house. When the complaint was made to the Ombudsman, Miss C had repairs noted which at August 2005 were, according to her, still outstanding. These included external roughcast repairs and window pointing as recommended by the Council's damp-proofing contractor. However, the Council's maintenance officer took the view that these repairs were not required at that time, nor was there any problem of dampness which required treatment. That was a technical decision which the maintenance officer was entitled to

make.

33. Clearly, there have been inadequacies in the Council's response to repairs requested by Miss C and I uphold her complaint in that regard. It appears to me that some problems arose from confusion over cancellations and lack of clarity in the operation of the system. In his response to the complaint Officer 3 accepted that too many items had not been sufficiently progressed. However, the complainant has since purchased her house. And I do not think the Council have any outstanding obligation to her. They should, however, review their system for administering works orders, with particular reference to ensuring relevant information in regard to cancellation of works orders and necessary follow up takes place. The Council have told me they already have a system in place to automatically advise tenants of the priority code and timescale within which their repairs are likely to be carried out.

34. While such a system is welcome, the impression arising from this complaint is one of confusion and uncertainty, not only in the administration of rent charges and payments, but also in regard to repairs. As a major landlord, these matters are the Council's core business and they should be dealt with in a clear and capable fashion. It is, therefore, disappointing that so much uncertainty can be thrown up in a case such as this. In the interests of both the tenant and the Council itself, all the arrangements for transition between tenancies must be clearly explained to tenants. The Council's Repairs and Maintenance Manual sets out detailed parameters for carrying out repairs, but the operation of the system is subject to lack of clarity in regard to delays and cancellation of jobs. I have been disappointed, too, by the Council's handling of their complaints system. In my view, the complainant's stage 1 and stage 2 complaints did not receive a thorough investigation and response. I am also concerned that, despite asking for detailed information at an earlier stage, it was only when I sent the Council a copy of my draft report that a more detailed response was given to me on some of the issues raised in the complaint.

Redress and recommendations

35. The Ombudsman recommends that the Council should give Miss C the audited accounts for her tenancy and meet with her to explain these and, if appropriate, resolve any outstanding points that may arise.

36. Other recommendations the Ombudsman is making resulting from this investigation are that the Council should:

- (i) review their system for administering works orders to avoid the lack of clarity in matters such as completion dates and cancellations, as referred to in paragraph 30 of this report; in particular, when a works order is cancelled, the reason for cancellation should be recorded; and
- (ii) conduct a review of how their complaints policies and practices are being implemented.

1. The Council have accepted the recommendations and will act on them accordingly.

27 March 2007

Explanation of abbreviations used

Miss C	The complainant
The Council	North Lanarkshire Council
Officer 1	The Area Manager
Officer 2	Housing Department's Service Manager
The Councillor	Miss C's local councillor
Officer 3	The Director of Housing and Property Services
Officer 4	The Director of Administration