

## **The Ombudsman's final decision**

Summary: Mrs X complained the Council's appointed contractor took too long to complete Disabled Facilities Grant works in her bathroom and the work was of a poor standard. We found fault because of the delay in completing the necessary adaptations to the bathroom. The Council has agreed to re-state its previous payment offer to Mrs X and assess any outstanding installation issues with Mrs X before agreeing how they should be fixed.

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## **The complaint**

1. Mrs X complains the Council's appointed contractor took too long to complete Disabled Facilities Grant (DFG) works to her bathroom and that the work was of a poor standard. She also complains there are still several outstanding issues with the works (snags) which need to be dealt with.
2. Mrs X says her disabled son, Y, has suffered as he was not able to use the bathroom as intended for a significant period of time. She also says the experience has caused her and the family distress and frustration.

## **The Ombudsman's role and powers**

3. We investigate complaints about 'maladministration' and 'service failure'. In this statement, I have used the word fault to refer to these. We must also consider whether any fault has had an adverse impact on the person making the complaint. I refer to this as 'injustice'. If there has been fault which has caused significant injustice, or that could cause injustice to others in the future, we may suggest a remedy. (Local Government Act 1974, sections 26(1) and 26A(1), as amended)
4. If we are satisfied with an organisation's actions or proposed actions, we can complete our investigation and issue a decision statement. (Local Government Act 1974, section 30(1B) and 34H(i), as amended)

## **How I considered this complaint**

5. I have considered all the information Mrs X provided and discussed this complaint with her.
6. Mrs X and the Council had the opportunity to comment on my draft decision. I have taken any comments received into consideration before reaching my final decision.

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## What I found

### Disabled facilities grants

7. Under the Housing Grants, Construction and Regeneration Act 1996, councils can award DFGs to people whose disability means their home needs adaptation. If the person applying meets the qualifying criteria, the council must award the grant.
8. Councils only approve grants for work they decide is necessary. Borough and county councils should work together to provide a well-coordinated DFG service.
9. The maximum amount of mandatory grant is £30,000. Grants for children are not means-tested.

### What happened

10. I have set out below a summary of the key events. This is not meant to show everything that happened.
11. Mrs X has a disabled son, Y, who has specific needs. The nature of these means that he needs assistance to bathe and an adapted bathroom to do so.
12. The Council agreed a DFG to fund alteration works to Mrs X's existing bathroom which was already a wet room. Part of the works was to install a shower aid for Y to be able to bathe more easily.
13. The Council outsourced the handling of the entire DFG process to an outside agency. The agency then appointed a local building contractor to complete the works.
14. In mid-September 2022, building works began in the bathroom.
15. Although the majority of the work was completed by the end of September 2022, several parts remained unfinished. This included the installation of a shower aid which was one of the main reasons for the work being completed.
16. By March 2023, the required shower aid had still not arrived or been installed. Mrs X says various other snags had by this point also taken too long to sort out.
17. At the end of March 2023, the Council's arrangement with the outside agency stopped and the management of DFGs was brought in house in a joint venture with a neighbouring council.
18. During the coming months, Mrs X communicated with the Council and the building contractors on numerous occasions to try and resolve outstanding issues.
19. In mid-June 2023, the shower aid was fitted.
20. At the beginning of July 2023, Mrs X complained to the Council about how the DFG works had been handled, delays, about the contractors who had completed the works and the standard of workmanship. Mrs X had not signed the works off to say she was satisfied. She advised the Council of various snags which in her opinion were still outstanding.
21. Communication between the Council and Mrs X and the Council and the contractors continued throughout July, August and September 2023.
22. At the end of September 2023, the Council sent its stage two final complaint response to Mrs X. In this letter, it said:
  - Mrs X's experience with the outside agency and contractor had been poor;

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- the experience of her trying to progress her complaint was poor and fell short of the standards expected by the Council;
  - it recognised that delays meant there were times the family had no access to bathing facilities;
  - it acknowledged the delay in fitting the shower aid necessary for Y to bathe;
  - there was some delay in fitting the final flooring and threshold to the bathroom; and
  - that it would take on board lessons learned from her experience now that the administration of DFGs had been brought back in house.
23. The Council ended the letter by apologising for Mrs X's experience and for the stress and difficulties this had caused. It offered her £2300 in recognition of this.
24. Mrs X then brought her complaint to the Ombudsman. She has not accepted the payment offered by the Council as she feels the amount should be greater. Mrs X says there are still various snags which need attending to and does not wish for the original contractor to be involved in addressing these.

## **Analysis**

### **The Council's remedy offer**

25. The Council has agreed with Mrs X (in its complaint correspondence and other communication) that her DFG experience was not what it should have been. It acknowledged the quality of the workmanship was not good enough at the beginning and the delays which took place. On this basis, it has offered her a payment of £2300 to remedy the injustice caused.
26. I agree with the Council's assessment of the situation. The time taken to fit the necessary shower aid for Y was too long and this meant that the bathroom took much longer than anticipated to complete. In turn, this meant that Y was unable to fully access the bathroom as intended for a significant amount of time until the shower aid was fitted a full nine months after the work had started. This is fault. It will have caused avoidable distress, inconvenience and frustration for Mrs X and Y.
27. The Ombudsman sometimes makes recommendations of symbolic payments where fault has caused a linked injustice. I am satisfied that in the circumstances of this complaint, the amount already offered by the Council is a sufficient remedy for the significant delay and also remedies the distress experienced as a result. The amount is in line with the Ombudsman's guidance on remedies. On this basis, I have not made any further recommendations in relation to the amount offered.
28. Mrs X has the right to seek advice, at her own cost, should she wish to pursue the Council for a higher payment.

### **Outstanding bathroom snags**

29. Mrs X says there are a number of minor issues which need to be addressed so the bathroom is fully finished. She does not wish for the originally-appointed contractor to return to the job.
30. I do not consider that the Council has done enough to deal with the snag list which remains outstanding. I have made a recommendation below to address this.

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## **Agreed action**

31. To remedy the injustice caused by the fault I have identified, the Council has agreed to:
- within four weeks of the date of my final decision, re-state its offer of £2300 to Mrs X;
  - within eight weeks of the date of my final decision, attend the property to assess any snags and agree on a list with Mrs X; and following this
  - make a payment to Mrs X for her to arrange her own contractor to complete the agreed snag list or arrange for its own contractor (not the original contractor) to complete the agreed snag list, whichever Mrs X chooses. This should be done as soon as reasonably practicable.
32. The Council should provide us with evidence it has complied with the above actions.

## **Final decision**

33. I have now completed my investigation. I uphold this complaint with a finding of fault causing an injustice.

## **Investigator's final decision on behalf of the Ombudsman**