

**Report by the Local Government and Social Care  
Ombudsman**

**Investigation into a complaint about  
Birmingham City Council  
(reference number: 21 000 323)**

**8 March 2022**

---

## The Ombudsman's role

For more than 40 years the Ombudsman has independently and impartially investigated complaints. We effectively resolve disputes about councils and other bodies in our jurisdiction by recommending redress which is proportionate, appropriate and reasonable based on all the facts of the complaint. Our service is free of charge.

Each case which comes to the Ombudsman is different and we take the individual needs and circumstances of the person complaining to us into account when we make recommendations to remedy injustice caused by fault.

We have no legal power to force councils to follow our recommendations, but they almost always do. Some of the things we might ask a council to do are:

- > apologise
- > pay a financial remedy
- > improve its procedures so similar problems don't happen again.

Section 30 of the 1974 Local Government Act says that a report should not normally name or identify any person. The people involved in this complaint are referred to by a letter or job role.

---

## Report summary

### Disabled Facilities Grant (DFG)

Mr X complained about the Council's handling of home adaptations to meet his son's social care needs. Mr X said the building work is slow, of poor quality, and is incomplete. He says this has impacted on his son's mental health and medical condition.

### Finding

Fault found causing injustice and recommendations made.

### Recommendations

#### Personal remedy

To remedy the injustice caused, we recommend the Council:

- apologise to Mr X for the injustice caused by the faults identified;
- pay Mr X £200 to recognise the distress and uncertainty caused by the faults identified;
- pay Mr X £800 to recognise the significant impact the delays and the lack of adaptations will have had on his child;
- ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to expose an area of the wall which will allow Company T to review the brickwork in the side wall of the extension. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has the documents, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work;
- ask Mr X to obtain three quotes from contractors he chooses to complete any remedial works Company T recommends following the inspection. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work;
- ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to finish the adaptation (once the issue of the brickwork has been resolved). Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.

It is worth noting our view that while the Council is selecting which quote to approve, it is completely Mr X's choice as to which contractors he asks to quote on the works, and which quotes he provides to the Council. Mr X therefore has full control over deciding what contractors he considers suitable to complete the required works.

---

## **Service improvement**

The Council should implement a DFG policy which covers the following.

- An outline of the process for approving DFGs.
- An outline of how the Council will deliver the approved DFG and recommended adaptation works.
- An outline of the process for how applicants can choose their own contractor.
- The criteria the Council should consider when deciding on discretionary top up assistance for adaptations costing more than £30,000.
- For cases where the Council has appointed the contractor to complete the adaptation works, an outline of the:
  - process for reviewing and inspecting the works throughout the whole of the build;
  - the role and responsibilities of the Council to rectify poor quality work;
  - the role and responsibilities of the applicant; and
  - the role and responsibilities of the Council to resolve disputes between the contractor and applicant.

The Council should remind relevant staff of the importance of keeping accurate records made at the time of all communications and discussions with an applicant. If meetings are held to discuss matters, the Council should keep a record of the minutes of the meeting. This will help to ensure the Council has evidence to demonstrate its decision making and rationale at the time for decisions made.

The Council must consider the report and confirm within three months the action it has taken or proposes to take. The Council should consider the report at its full Council, Cabinet or other appropriately delegated committee of elected members and we will require evidence of this. (*Local Government Act 1974, section 31(2), as amended*)

---

## The complaint

1. Mr X complained about the Council's handling of home adaptations to meet his son's social care needs. Mr X said the building work is slow, of poor quality, and is incomplete. He says this has impacted on his son's mental health and medical condition.

## Legal and administrative background

### The Ombudsman's role and powers

2. We investigate complaints about 'maladministration' and 'service failure'. In this report, we 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. We refer to this as 'injustice'. If there has been fault which has caused an injustice, we may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1), as amended*)
3. We cannot question whether a council's decision is right or wrong simply because the complainant disagrees with it. We must consider whether there was fault in the way the decision was reached. (*Local Government Act 1974, section 34(3), as amended*)

### Disabled Facilities Grant

4. The legislative framework for Disabled Facilities Grants is set down in the Housing, Grants, Construction and Regeneration (HGCR) Act 1996.
5. The purpose of a Disabled Facilities Grant (DFG) is to enable disabled people to continue to live independently, safely, and well in their own home. Legislation distinguishes between the applicant, who is the person who has a legal interest in the property to be adapted, and the 'relevant person' who is the disabled person or persons who will benefit from the adaptation. The relevant person is described in the legislation (Section 20) as the 'disabled occupant' meaning 'the disabled person for whose benefit it is proposed to carry out any relevant works'. The relevant person can be of any age.
6. A DFG must be awarded (subject to a test of resources which does not apply to applications for children and young people aged 19 or under who are in 'ordinary, non-advanced, full-time education') for any 'relevant works' which meet one of the purposes laid down in the HGCR Act 1996 (Section 23) and which are deemed both 'necessary and appropriate' and 'reasonable and practical'.
7. It is the responsibility of the Housing Authority to decide if the relevant works are 'necessary and appropriate' to meet the needs of the disabled occupant and that it is 'reasonable and practicable' to carry out the relevant works.
8. The law sets out the maximum grant available in England is £30,000. Councils have discretion to consider a further grant if adaptations will cost more than £30,000. (*The Disabled Facilities Grants (Maximum Amounts and Additional Purposes) (England) Order 2008*)
9. Detailed guidance about how legislation should be applied was published by the Housing Adaptations Consortium (HAC) in 2013. (*Home Adaptations for disabled people: a detailed guide to related legislation, guidance and good practice*)

- 
10. The good practice guidance notes a central issue in getting building work done is to ensure the processes adopted are fit for purpose.

### **The Ombudsman's principles of good administrative practice**

11. [This guidance](#) is the benchmark we use for the standards we expect when we investigate the actions of local authorities.
12. One principle is getting it right. This means taking reasonable, timely decisions, based on all relevant considerations. A proper decision making process allows the council to account for the decisions it makes, which is particularly important in ensuring proper management of public funds. Ensuring a proper decision making process also gives confidence a council has made its decision properly as there will be a clear rationale and justification for why funding has been agreed.
13. Another principle is being open and accountable. This means being open and clear about policies and procedures, and ensuring information and advice provided, is clear, accurate and complete. It is also about keeping proper and appropriate records and taking responsibility for actions.

### **The Council's policy**

14. The Council does not have a specific DFG policy. It says it follows the Housing Adaptations Consortium's good practice guidance.

### **How we considered this complaint**

15. We spoke with Mr X and considered the information he provided.
16. We made enquiries with the Council, met with Council officers, and considered the information it provided.
17. We produced this report after examining relevant documents.
18. We gave the complainant and the Council a confidential draft of this report and invited their comments. We issued an amended draft report after considering their comments.

### **What we found**

#### **What happened**

##### **DFG approval**

19. In 2018, the Council approved a DFG application from Mr X. The application was for a DFG to build a two storey extension, as recommended by the Council's occupational therapy (OT) assessment, to meet the needs of his disabled child.
20. The Council explained its process for delivering DFGs. The Council has a list of approved contractors who have all been successful in a formal tendering process. The Council said it allocated work based on a rotation basis to ensure fair and equitable distribution of work for all contractors.
21. The Council said the contract was a 'design to build'. This meant the details of the required recommendations are sent to contractors to establish if the recommended works are reasonable and practicable. If the contractor decides the works are feasible, they complete a survey to identify the most cost-effective scheme to be provided to meet the recommended needs.
22. The contractors then use the Council's unit rates to quote for the scheme. The contractors will apply a discount on the basic rates to provide the final quote. The

---

discount offered by contractors are agreed during the tendering process. The Council then reviews and approves the final scheme.

23. The Council explained to us it did not carry out regular inspections of works being completed. Instead, it relied on building regulations inspections to confirm whether works are of an acceptable standard.
24. The Council received a quote for the adaptations works for Mr X's property. The quote was for just over £61,000. As the scheme exceeded the mandatory grant amount of £30,000, the Council's high cost panel reviewed the scheme in May 2019. The high cost panel noted there were no other options to meet all the requirements of the OT recommendations and approved the grant.
25. The Council wrote to Mr X to confirm it had approved the DFG. The letter did not set out the total grant amount that had been approved. The Council said it was not its normal practice to send out details of grant awards to applicants at the start of the works, and that it would only do this if the applicant chose their own contractor.

### **Adaptation works**

26. The Council appointed Contractor A to start work on the adaptations in June 2019. Mr X said he was not involved in selecting the contractor. The Council said Mr X asked it to appoint a contractor and confirmed to us the contract for the works was between itself and Contractor A.
27. In July 2019, Mr X said he raised concerns with the Council about the quality of Contractor A's work. The Council said Mr X had raised concerns about Contractor A's behaviour and that he had felt threatened by them, not about the quality of the works completed. The Council said it removed Contractor A from the project as it decided it was appropriate to safeguard Mr X and the contractor. There was no record made at the time of the Council's decision or rationale. There was also no record it told Mr X why it removed Contractor A from the project.
28. The Council did not inspect the work Contractor A completed and there was no record it took any position on whether the work was of an acceptable standard before it removed them from the project.
29. The Council appointed a new contractor from its approved list, Contractor B, in July 2019. The Council also sent Mr X some details about the process for choosing his own contractor. The Council set out the total grant available to him was just over £61,000 and that it would deduct the cost of the works completed so far.
30. Contractor B continued with the work already started by Contractor A. Contractor B built the extension up to the roof level. There is evidence Contractor B provided the Council with daily updates on the works it completed between July 2019 to September 2019.
31. In September 2019, Mr X raised concerns with the Council about the speed and quality of the works being completed by Contractor B. The Council said Mr X had raised these concerns at a late stage during a home visit.
32. The Council decided to remove Contractor B from the project. The Council said it did this as it had witnessed a heated discussion between Mr X and Contractor B, and that it was evident the relationship between the two had broken down. There was no record made at the time of the Council's decision or rationale. There was also no record it told Mr X why it was removing Contractor B from the project.

- 
33. The Council asked its surveyor to complete a review of the works completed by Contractor B. The Council also asked a third contractor, Contractor C, to review the works.
  34. The Council's surveyor finished their review in September 2019. The surveyor visually inspected the quality of the brickwork finish of the partially completed extension. The surveyor noted overall that while some areas were acceptable, most of the other areas were of poor quality.
  35. In October 2019, Contractor C gave the Council its report of the partially completed extension. Contractor C's report highlighted concerns about the quality of some of the work. Contractor C also noted the extension had not been built in accordance with the measurements on the plans and was too big. Contractor C recommended the extension was demolished due to the concerns identified in its report. The Council said the extension was demolished because it had been built too large and was not in line with the plans.
  36. Contractor C completed the demolition in October 2019. By November 2019, Contractor C had rebuilt the extension back to roof level.
  37. In November 2019, Mr X raised concerns about visible concrete blocks in the side wall of the extension. In response to Mr X's concerns, Contractor C replaced the concrete blockwork with bricks. Mr X later raised concerns with the Council about the bricks use by Contractor C. Mr X said he felt the way Contractor C had cut the bricks made them unsuitable.
  38. Contractor C commissioned a structural engineer to inspect the method it used to replace the concrete blocks. The structural engineer's report noted they were happy with the method of work and standard of workmanship. They also confirmed the works would have no significant long term adverse effect on the structural integrity of the extension.
  39. Mr X was not happy with this survey and commissioned his own structural engineer to inspect the side wall of the extension. Mr X's surveyor visited his property in November 2019 to inspect the side wall of the extension.
  40. The Council's surveyor also completed random visits in November 2019 to review the adaptation works completed so far. The surveyor noted no concerns with the works.
  41. At the end of November 2019, Contractor C confirmed all the work that it had completed to the extension so far. Contractor C confirmed it could not progress with the build until Mr X's gas and electric meters had been moved by a third party.
  42. The Council said there were delays to moving the gas and electric meters in December 2019 as Mr X did not initially give permission for the works to be completed. We have seen evidence that shows Mr X was unhappy with some of the works needed to complete the move. We have also seen evidence which highlighted Mr X had stopped the third party from completing the work to move the meters.
  43. Mr X raised concerns about the progress of the adaptation works in December 2019. The Council's surveyor completed a visit to review the ongoing works. Some small concerns were noted but remedial work was agreed to rectify the concerns.
  44. Throughout January 2020, Mr X continued to raise concerns with the Council about Contractor C's work. The Council's surveyor completed a visit to review the

- 
- ongoing works. During this visit, Mr X agreed to complete and submit some information to the Council. The Council also noted Mr X's continued dissatisfaction with the delays to the adaptation works.
45. In January 2020, Contractor C gave notice to the Council to end its involvement with the adaptation works. Contractor C said it was giving notice due to its poor relationship with Mr X. The Council said it met with Mr X to discuss the matter and to try and find a solution.
  46. In February 2020, the Council told Mr X none of its other approved contractors were willing to take over the adaptation works. The Council asked Mr X to source his own contractor to complete the works. The Council said it provided Mr X with details of how much of the grant was left to complete the works. We have not seen evidence of this.
  47. In March 2020, the Council arranged for a surveyor to review the partially completed adaptation works.
  48. The structural engineer Mr X commissioned to survey the bricks used in the side wall of the extension provided their report in March 2020. The surveyor noted they agreed in principle with the methodology used by the contractor, but that the replacement bricks had been inserted too far and so there was poor alignment with the rest of the bricks. The report noted that carrying out calculations to demonstrate whether the bricks could carry the weight of the brickwork above was beyond the scope of the survey.
  49. The report recommended the brickwork be monitored for an extended period for any cracking and for Mr X to ask the Council to agree to provide an extended guarantee. The Council said it would have agreed to this recommendation, but Mr X did not want to pursue this option.
  50. No works took place between April and May 2020. In June 2020, the Council's appointed surveyor issued their report. In the report, the surveyor confirmed they had not completed a structural survey and so did not consider whether the bricks used in the side wall of the extension were appropriate. The report listed some areas of concern.
  51. No works took place in June 2020. In August 2020, the Council confirmed to Mr X it did not consider there were any major faults in the works carried out by Contractor C. The Council said it could not offer an alternative contractor and asked Mr X to source his own contractor. The Council told Mr X it would provide just under £30,000 towards the cost of completing the adaptation works. The Council said this was the amount left from the approved grant.
  52. The Council explained it did not carry out regular checks or inspection of works. Instead, it relied on certification from a building control body, Company T, to review the quality of the works. The Council said it regarded these certifications as confirmation works have been completed to a satisfactory standard and meet building regulations.
  53. In September 2020, Mr X told the Council he had approached Company T to complete an inspection on the side wall of the extension to consider the specific point about whether the bricks used were suitable.
  54. In November 2020, Company T visited Mr X's property. The inspector confirmed the area in question was not exposed, and that visibility was extremely limited. The inspector also said he had not seen the bricks in-situ at the time of the inspection. Instead, he was shown a sample of the bricks used by Mr X. The

- 
- inspector told Mr X it was his opinion the bricks used, if they were the same as the sample shown to him by Mr X, were unsuitable.
55. The inspector initially told Mr X the solution was to replace the likely defective bricks, with solid bricks. However, the inspector noted the practicalities of this was near impossible due to the limited space between the wall and the neighbouring property. The inspector noted that until this work was completed, Company T would not issue a completion certificate.
56. The inspector later had a conversation with the Council. During this conversation, he confirmed:
- the inspection was to consider Mr X's concern about the bricks used in the side wall of the extension;
  - the area concerned had not been exposed before the inspection, so visibility was extremely limited. The inspector agreed he had to make a series of assumptions to reach his findings; and
  - the brick Mr X showed him was not in-situ at the time of the inspection.
57. The inspector also confirmed to the Council there were three possible outcomes to ensure building regulations compliance which would allow Company T to issue a completion certificate.
- Commission a further structural surveyor report to confirm no further movement had taken place.
  - Expose an area of the bricks in question to the rear of the side wall to confirm whether the alleged bricks have been used throughout the length of the wall.
  - Demolish the wall and rebuild.
58. In December 2020, the Council told Mr X it was agreeable to holes being made to the extension wall to check what bricks had been used throughout the length of the wall. The Council told Mr X none of its contractors were willing to complete the work and asked him to source his own contractor. The Council confirmed it would pay for the cost of this work.
59. Mr X told the Council he could not find a contractor to take on the project. The Council asked Mr X to provide evidence he had approached contractors. Mr X did not provide this.
60. In January 2021, the Council confirmed to us that if, following an inspection once the holes were made, further work was needed to meet building regulations compliance, it would pay for the required works.
61. In response to our draft report, the Council confirmed to us that it could not source another contractor to complete the adaptation works as all its approved contractors had declined the project. The Council confirmed it could not approach other contractors outside of its approved list due to procurement rules.
- Mr X's shed**
62. As part of the adaptation works, Mr X's shed had to be moved. There is evidence Contractor A told Mr X to empty the shed so that they could move it to start building works.
63. Contractor A provided a statement which noted when it arrived at Mr X's property for the first day, the shed was still full of its contents. Contractor A emptied the shed to move it as far as possible to allow work to start. Contractor A then replaced the contents back into Mr X's shed.

- 
64. The Council said it had agreed to provide a replacement storage unit to Mr X. The Council said before the replacement unit was delivered, Mr X had emptied the shed and left the contents outside. The items had then been damaged by the weather.
  65. The Council asked Mr X to provide evidence of the items damaged and any supporting evidence that would help the Council determine the market value of the items.
  66. Mr X provided the Council with a list of the items with his estimated costs. Mr X provided a couple of photos of the items, but not in their damaged state.
  67. The Council said without the evidence requested, it could not decide what the market value of the items damaged was and so could not compensate Mr X for the damaged items.

## **Analysis**

### **DFG approval**

68. The Council has explained to us its process for approving and delivering DFGs. The Council has not explained its criteria for approving discretionary support over the mandatory amount of £30,000. There is evidence the Council obtained a quote for the adaptation works and sent the quote to its high cost panel to approve. This was in line with the process the Council outlined to us.
69. The Council does not have this process outlined in a written policy. This has made it difficult for us to properly scrutinise the Council's actions with regards to the approval of the DFG grant. This is fault. One of the key principles for good administrative practice is for councils to be open and clear about policies and procedures.
70. However, we do not consider the fault identified has caused any injustice to Mr X. This is because the Council made a positive decision in his favour to approve the DFG application.
71. Further, at this point, there is no evidence the Council told Mr X of the amount it had approved. The Council had sent Mr X a letter noting the DFG had been approved, but there were no details of the amount that had been approved.
72. Again, it would have been good administrative practice for the Council to have provided Mr X with clear and accurate information about how much money had been approved for the adaptation works. However, we do not consider this caused Mr X any injustice at this stage as he was happy for the Council to appoint a contractor to complete the adaptation works.

### **Appointment of contractors and quality of works**

73. The Council is obliged to provide the funding for adaptation works, not to complete the works. Councils can require an applicant to arrange their own contractor. Therefore, there is no requirement for councils to appoint a contractor to complete adaptation works.
74. However, the way adaptations are provided will depend on the council's own policies and practices. As already identified above, the Council does not have any specific DFG policies outlining how it will approve and deliver DFGs. This also means the Council has no policies outlining what it is responsible for. This is fault.
75. The Council has explained to us its process is to appoint contractors to complete the adaptation works. However, the Council said it does not carry out regular

- 
- inspections of the works being completed. Instead, it relies on the building regulations inspections to confirm whether works are of an acceptable standard.
76. The evidence available suggests the Council appointed the contractors to complete the adaptation works on Mr X's behalf. Therefore, we are satisfied the Council commissioned the contractors. As the Council has no policies setting out its responsibilities for when it commissions contractors, we are satisfied the Council has overall responsibility for the contractors' work, including whether the works are of an acceptable standard.
  77. Mr X's evidence is that he was not happy with the works completed by Contractors A and B. There is evidence he raised concerns about their work with the Council. As established above, it was the Council's responsibility to satisfy itself with the standard of work being completed by its commissioned contractors.
  78. The Council said it removed Contractors A and B because Mr X had raised concerns about their behaviour, not because of the quality of the works completed. However, there is no evidence to set out this rationale at the time the contractors were removed from the project. There is also no evidence the Council told Mr X this was the reason it had removed the contractors. This is fault.
  79. Given Mr X had raised concerns about the quality of the works completed by Contractors A and B, it is understandable why Mr X would have thought the Council had removed the contractors because of poor quality work.
  80. The Council did not complete any investigation to review the works completed by Contractor A before removing them from the project. Therefore, it is not possible for us to comment on whether the works completed by them were of an acceptable standard. The Council did review the works completed by Contractor B after removing them from the project.
  81. The evidence shows the Council's surveyor noted most of the work was of poor quality. This was supported by Contractor C's inspection which, due to the concerns identified, recommended demolishing the extension.
  82. The Council told us it agreed to demolish the extension because it was too large and was not in line with the approved plans. However, this does demonstrate the work was not of an acceptable standard as it was not built in line with the approved plans. This is fault.
  83. A consequence of this fault was delay. The delay has caused an injustice to Mr X and his family. We will address this in more detail below.
  84. The evidence also shows there were some concerns with the works completed by Contractor C. The survey the Council commissioned in March 2020 highlights some issues that need to be addressed. At this stage, this is fault. However, there is some mitigation as we acknowledge the survey does note some of the problems listed would likely have been corrected by Contractor C if they had completed the project.
  85. As the Council appointed Contractor C, it is responsible for the works they completed. Therefore, we are satisfied it is the Council's responsibility to put this right.
  86. The Council has explained it cannot appoint another contractor to complete the adaptation works as none of its remaining approved contractors will accept the project. We acknowledge and accept this position. We are now of the view it would not be of any benefit to Mr X for us to recommend the Council appoint a contractor to complete the works. This is because it has already exhausted all its

---

options and to source another contractor, the Council would need to complete a procurement process. This is a lengthy process which would only further delay completion of the adaptation works.

### **Side extension wall**

87. It is clear Mr X has concerns about the bricks Contractor C used to build the side extension wall. In total, there has been three surveys commissioned to address Mr X's concerns about the method and bricks used by Contractor C to build the side extension wall.
88. One survey, commissioned by Contractor C, noted there were no concerns with the bricks or methods used. Another survey, commissioned by Mr X, noted it agreed in principle with the method used by Contractor C but that the bricks had been inserted too far, resulting in poor alignment. Unhelpfully, this survey did not comment on whether the bricks were suitable to carry the weight of the brickwork above, a key concern of Mr X. A final survey, commissioned by the Council, did not consider the issue with the bricks.
89. However, it is clear from Company T's inspection in November 2020 that further work is needed to identify what bricks have been used to construct the side wall. Until this work is completed, Company T has said it would not issue a completion certificate because it cannot be satisfied the extension wall meets building regulations. It is the Council's responsibility to take the action required so that a completion certificate can be issued.
90. We note the Council told Mr X it would pay for the work needed to expose the brickwork, and that it would pay for any remedial work recommended by Company T. This demonstrates the Council accepts its responsibility to complete the works to an acceptable standard.
91. The Council has also explained its reasons why it could not appoint a contractor to complete the necessary work to expose the brickwork. The Council has explained none of its approved contractors have agreed to complete the work. We acknowledge and accept this position.
92. For the same reasons as outlined in paragraph 86, we are now of the view it would not be of any benefit to Mr X for us to recommend the Council appoint a contractor to complete the works.

### **Delays**

93. Three different contractors carried out adaptation works between June 2019 and June 2020. As above, we are satisfied the Council is responsible for completing the adaptation works as it had appointed all three contractors. We also note Contractor C had left the project before completing the adaptation works and that the works remain incomplete to date.
94. Further, we found fault with the Council as it had to demolish the extension as it had not been built in line with the approved plans. While the Council has mostly remedied this fault by rebuilding the extension, a consequence of this fault is delay.
95. We consider the delay caused by the need to demolish and rebuild the extension caused Mr X distress and time and trouble. We also consider the delay would have had a significant impact on Mr X's son. This is because he has had to live in accommodation that is unsuitable for his needs for longer than he should have if the fault had not occurred.

- 
96. No works were completed to the extension after January 2020, when Contractor C gave notice on the project. We are satisfied the Council was not able to appoint another contractor to complete the works and that the Council did ask Mr X to find his own contractor so that works could move forward. Therefore, the Council has tried to move the project forward as much as it was able to.
  97. Mr X understandably wanted a report on the partially completed works to review the quality of the works completed. The evidence shows the Council appointed a surveyor in March 2020 to complete the review. Again, this demonstrates the Council's willingness to cooperate with Mr X to move the project forward. Therefore, we are satisfied the Council took appropriate action in March to progress the adaptation works.
  98. The Council's surveyor only provided its report at the end of June 2020. This was around two months after the survey took place. Further, there is no evidence the Council chased the surveyor for the report. However, we acknowledge the survey took place at the start of the COVID-19 pandemic. Therefore, it is likely this would have had a significant impact on the Council while it adapted to the new way of working. Given the unprecedented circumstances of the global pandemic, we do not consider two months to be an excessive delay.
  99. One of the main barriers to progressing with the adaptation works is the dispute around the bricks used in the construction of the side wall of the extension. It is clear Mr X is concerned about the integrity of the structure and this has caused the greatest delay with the adaptation works.
  100. Mr X decided to approach Company T for its view on the brickwork in September 2020. Company T did not complete its inspection until November 2020. We consider this to be a reasonable timeframe. In any case, this action was outside the Council's control. Therefore, the Council was not at fault for the delay in progressing the adaptation works while Company T completed its inspection.
  101. Once Company T had told the Council of the options, the Council took a month to decide it was agreeable to paying for the works recommended. We consider this to be a reasonable timeframe. Therefore, we are satisfied the Council took appropriate action to progress the adaptation works in November and December 2020.
  102. The Council asked Mr X to source his own contractor to complete the work as it was unable to appoint a contractor. As established above, we now accept the Council had valid reasons for why it could not appoint a contractor. Therefore, we now consider it was appropriate in the circumstances for the Council to ask Mr X to appoint his own contractor. We consider this was the quickest and most proportionate option to getting the adaptation works completed. Mr X declined to appoint a contractor. Therefore, it is clear the Council and Mr X were not able to agree on a way forward to resolve the issues.
  103. One option available to Mr X to resolve the dispute was to pursue a complaint with us, which he has taken. While we investigated the complaint, no works took place to progress the adaptation works due to the dispute over who was responsible for appointing the contractor. This has inevitably caused further delays to the adaptation works. However, we do not consider the delays are due to any fault of the Council. Instead, it is a consequence of us considering the complaint.
  104. Finally, we note Mr X's own surveyor, in March 2020, recommended the brickwork be monitored for an extended period and for Mr X to get the Council to

---

agree to an extended guarantee. We acknowledge the Council said it would have agreed to this option, but that Mr X declined this. However, there is no evidence the Council discussed this option with Mr X at the time.

105. It is good administrative practice for the Council to keep accurate and appropriate records. Therefore, the Council is at fault for not keeping an accurate record of its discussions with Mr X at the time.

106. The fault identified has caused uncertainty. This is because we cannot say whether the Council did explore the option with Mr X and whether he did decline it. This raises questions as to whether the Council did take all appropriate and reasonable steps to minimise the delay to the adaptation works.

### **Completion of the adaptation works**

107. It is the Council's responsibility to complete the adaptation works. This is because it appointed Contractor C, who left the project in an incomplete state. The Council accepts this.

108. However, the Council has no obligation to appoint another contractor. The Council's obligation is to provide the funding in the form of a DFG.

109. While the Council originally agreed to appoint a contractor, it has outlined why it cannot appoint another contractor to complete the adaptation works. We accept the Council's position and agree that any recommendation for the Council to appoint a contractor is likely to cause further delays. This is because it can only approach contractors on its approved list and they have all declined to continue the project.

110. However, we consider at this stage, the Council was at fault for how it decided the amount of money left for Mr X, £29,000, to complete the adaptation works. While the Council did approve a grant of just over £61,000, there is no evidence of any written agreement with Mr X stating this is the final grant.

111. Further, we have not seen evidence of how the Council reached the figure of £29,000. The Council has not considered whether the amount is realistic to complete the adaptation works given the project is partially completed and that the initial grant had contractor discounts applied. It is not clear whether these discounts would be available to Mr X from private contractors. Our view is these would be reasonable factors to consider before deciding on the final amount available to Mr X to complete the adaptation works. Therefore, we are not satisfied the Council has demonstrated it followed a proper decision making process before telling Mr X of the amount of money left available to him.

112. The fact the Council did not have any specific DFG policies likely contributed to this fault as there is no written procedure or process on what to do in these situations.

113. We consider the fault has caused some uncertainty. This is because it is not clear whether there is enough money to complete the adaptation works. However, we do not consider this caused Mr X any injustice. This is because there is no evidence Mr X approached any contractors to take on the project or that he had to decline contractors due to being unable to meet their costs.

### **Shed**

114. There is evidence Contractor A told Mr X to empty his shed of its contents so that it could move the shed to allow work on the extension to start. There is also

---

evidence to suggest Mr X had not emptied the shed as requested ready for Contractor A.

115. Given there is evidence Mr X was happy not to remove the items from the shed initially, it is not clear to us why Mr X emptied the contents of the shed before the replacement storage unit had arrived. Especially given the shed had been moved so that works could start. There is also no evidence Contractor A rushed or insisted Mr X empty the shed or that he had to leave his items outside uncovered. Therefore, on balance, our view is it was Mr X's choice to empty the shed before the replacement storage unit had arrived.
116. The Council had agreed to provide some financial remedy to Mr X to cover the cost of the damaged items. The Council appropriately asked Mr X to provide supporting evidence of the damaged items to help it determine their market value. Mr X did not provide the evidence the Council requested but instead provided a list of the damaged items with his estimated costs. There is no evidence to show how Mr X reached his figures. In our view, some of the figures Mr X provided are the cost of the items when bought new, not the market value of second-hand goods.
117. In any case, our view is that is not appropriate for the Council to provide a financial remedy. This is because the Council was not at fault for the damage to the items as it was Mr X's decision to remove the items and leave them outside where they were susceptible to the weather.

## **Recommendations**

118. To remedy the injustice caused by the faults identified, the Council should complete the following.

### **Personal remedy**

- Apologise to Mr X for the injustice caused by the faults identified.
- Pay Mr X £200 to recognise the distress and uncertainty caused by the faults identified.
- Pay Mr X £800 to recognise the significant impact the delays and the lack of adaptations will have had on his child.
- Ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to expose an area of the wall which will allow Company T to review the brickwork in the side wall of the extension. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has the documents, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.
- Following the inspection, should Company T recommend any remedial works, the Council will ask Mr X to obtain three quotes from contractors he chooses to complete the remedial works as recommended. Mr X will provide the Council with a copy of the three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes, it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.
- Once the issue of the brickwork has been resolved, the Council will ask Mr X to obtain three quotes from contractors he chooses to complete the works needed to finish the adaptation. Mr X will provide the Council with a copy of the

---

three quotes as well as all the documents set out in the Council's preferred option nomination form. Once the Council has a copy of the quotes it will consider the quotes and decide which contractor Mr X can appoint. The Council will pay for the full cost of the work.

119. It is worth noting our view that while the Council is selecting which quote to approve, it is completely Mr X's choice as to which contractors he asks to quote on the works, and which quotes he provides to the Council. Mr X therefore has full control over deciding what contractors he considers suitable to complete the required works.

### **Service improvement**

120. The Council should implement a DFG policy which covers the following.
- An outline of the process for approving DFGs.
  - An outline of how the Council will deliver the approved DFG and recommended adaptation works.
  - An outline of the process for how applicants can choose their own contractor.
  - The criteria the Council should consider when deciding on discretionary top up assistance for adaptations costing more than £30,000.
  - For cases where the Council has appointed the contractor to complete the adaptation works, an outline of the:
    - process for reviewing and inspecting the works throughout the whole of the build;
    - the role and responsibilities of the Council to rectify poor quality work;
    - the role and responsibilities of the applicant; and
    - the role and responsibilities of the Council to resolve disputes between the contractor and applicant.
121. The Council should remind relevant staff of the importance of keeping accurate records made at the time of all communications and discussions with an applicant. If meetings are held to discuss matters, the Council should keep a record of the minutes of the meeting. This will help to ensure the Council has evidence to demonstrate its decision making and rationale at the time for decisions made.
122. The Council must consider the report and confirm within three months the action it has taken or proposes to take. The Council should consider the report at its full Council, Cabinet or other appropriately delegated committee of elected members and we will require evidence of this. (*Local Government Act 1974, section 31(2), as amended*)

### **Decision**

123. We have completed our investigation into this complaint. There was fault by the Council which caused injustice to Mr X. The Council should take the action identified in paragraphs 118 and 119 to remedy that injustice. It should also take the action identified in paragraphs 120 and 121 to improve its service.