

The Ombudsman's final decision

Summary: Mr and Mrs X complain the Council unreasonably delayed the completion of their 'right to buy' application. There was fault by the Council that warrants a remedy to reflect the additional time and trouble Mr and Mrs X spent pursuing the application and their complaints.

The complaint

1. Mr and Mrs X complain the Council unreasonably delayed the completion of their 'right to buy' application. She says when they were due to complete they found the Council had made errors when dealing with their neighbours 'right to buy' application 15 years earlier. There was unreasonable delay putting this right to enable their application to complete and she complains the Council's communication has been poor. They have had to spend additional time dealing with the matter and they have been put to some additional costs

The Ombudsman's role and powers

2. 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 an injustice, we may suggest a remedy. (*Local Government Act 1974, sections 26(1) and 26A(1), as amended*)
3. If we are satisfied with a council'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

4. I spoke to Mrs X and considered the information Mr and Mrs X provided. I asked the Council for information and I considered its response to the complaint. I sent a draft decision to the Council and the complainants for comment. I considered the comments I received before reaching a final decision.

What I found

Right to Buy guidance

5. Once a council receives an application from a tenant to buy their property, they have four weeks to issue a notice confirming the applicants are eligible (RTB2).

They have eight weeks to send the applicant a formal offer letter under Section 125 of the Act (RTB4).

6. If a council fails to meet the timescales, the applicant may serve an initial notice of delay form (RTB6). If they receive no response to this within a month, they may send an 'Operative Notice of Delay' form (RTB8). Once the RTB8 form is sent, a council (as landlord) may need to refund rent paid during the period of delay.

What Happened

7. On 3 January 2017 Mr and Mrs X applied to buy the house they rented from the Council under the 'Right to Buy' scheme.
8. On 10 January the Council confirmed Mr and Mrs X were eligible to buy their property by sending them an RTB2 form.
9. The Council also noted Mr and Mrs X had solar panels on their roof. It stated Mr and Mrs X did not need to do anything until they completed the house purchase. It stated upon completion the Council would cancel its contract on the solar panels and an energy provider would contact them to discuss them signing a new solar panel contract.
10. On 2 February, the Council sent Mr and Mrs X the formal offer notice (RTB4) setting out the discount and price of buying the house.
11. On 4 March, Mr and Mrs X signed and returned forms to confirm they wished to proceed. They provided details of their solicitor.
12. In April Mrs X chased progress. She stated her solicitor had emailed the Council without reply. It appears Mrs X's solicitor emailed the correct email address for customer services. So, it is not clear why the emails were not actioned.
13. Mrs X and her solicitor chased the Council for documents that were needed to enable searches to be carried out. These were not sent until 6 June 2017. The documents included the land registry plan for Mr and Mrs X's house. During this period it appears there was some confusion about what was required from both parties in respect of the solar panel contract.
14. In August, it became clear that the title document for Mr and Mrs X's property contained an error. Mr and Mrs X and their neighbours both have outbuildings alongside their properties. The title plan showed Mr and Mrs X's outbuilding was owned by their neighbour and, as it stood, their neighbour's outbuilding was to be included in the sale of Mr and Mrs X's house.
15. The Council proposed removing both outbuildings from the plan. They suggested that Mr and Mrs X complete on this basis, or withdraw their application, try and resolve the situation and then re-apply later. Mr and Mrs X's solicitor stated this was an error the Council made when registering Mr and Mrs X's neighbour's property. As a result, the Council needed to resolve it before they could complete the purchase.
16. The Council agreed to work to resolve the matter. Mr and Mrs X agreed to wait while the matter was resolved.
17. However, on 24 October Mr and Mrs X complained because the Council had not taken any action to resolve the problem. They had been told a surveyor would be visiting, but this had not happened.
18. The Council responded to the complaint on 14 November. The Council accepted in response to complaints from Mr and Mrs X that the issue of solar panels caused some initial delay. But, the Council felt it would not have significantly

delayed their house purchase. However, it also accepted that the Council had incorrectly recorded of the boundary of their neighbour's property some years ago. This had led to a more significant delay. The Council agreed that its property team would start negotiations with Mr and Mrs X's neighbours to resolve the problem within two weeks.

19. It was not until 7 December that the surveyor wrote to Mr and Mrs X's neighbours and 14 December until the visit took place. It then took until 20 June 2018 for the Council to resolve the issue and correct the issue of the plans and registration of Mr and Mrs X's neighbours' property.
20. In June 2018 Mrs X complained that they had to pay rent for an extended period that could have been paid off her mortgage. She noted the Council had paid the costs her neighbours incurred in order to fix the problem with the plans. However, she felt the Council should make a payment to them to reflect the delay. Mrs X told us that she had to reapply for her mortgage, sign two separate solar panel agreements and they had to engage their solicitors for a longer period. The Council agreed in principle that it would consider covering any increased costs that Mr and Mrs X had occurred because of the delay to the house purchase but it could not pay all of their fees.
21. Mr and Mrs X's house purchase completed on 26 November 2018.

What should have happened

22. The Council responded to Mr and Mrs X's 'right to buy' application and sent an acknowledgement and offer promptly. However, there were two main issues which caused delay in the process. There was accepted confusion over the correct process for dealing with the solar panel contract. This was fault. However, more significantly, during the process, it became clear that there had been fault by the Council some years ago. This was when it sold Mr and Mrs X's neighbour's house to them. There was further fault by the Council when it failed to follow up actions to resolve this problem.
23. I do not consider it is appropriate to seek a payment to reflect rent Mr and Mrs X paid during the sale process. There also does not appear to have been any increase in the solicitor's costs Mr and Mrs X paid for conveyancing. However, it is clear that they were put to some increased costs and some time and trouble that would not have been the case if the Council's errors had not occurred. This warrants a remedy from the Council.

Agreed action

24. To recognise the costs incurred by Mr and Mrs X and to reflect the time, trouble and frustration caused by the avoidable delays, the Council agreed to pay Mr and Mrs X £350.

Final decision

25. I found there was fault by the Council. I have now completed my investigation and closed my file.

Investigator's decision on behalf of the Ombudsman