

## **The complaint**

Mr A is unhappy that British Gas Services Limited (BG) hasn't provided cover for the boiler in his rental property, and he complains about the customer service he received.

## **What happened**

Mr A had HomeCare Two boiler and central heating cover with BG. The policy was for landlords and allowed BG to discuss work directly with the tenants.

Mr A's tenants told him there wasn't any hot water, so he contacted BG. The engineer found that the problem was caused by sludge in the system, which wasn't covered under the policy. BG says it provided a quote for the work which wasn't accepted.

The following week, Mr A made a further appointment with BG which it then rescheduled to a few days later. During that time, the boiler stopped working altogether and his tenants were left without heating or hot water. When BG attended the rescheduled appointment, the engineer found that a new boiler had been installed that day.

BG paid Mr A £50 for the inconvenience of rescheduling the appointment, but Mr A remained unhappy. He complained that he had lost a month's rent and incurred the cost of a new boiler.

Our investigator didn't uphold the complaint. She saw that BG identified the problem with the boiler, but it wasn't covered under Mr A's policy. And as Mr A didn't ask BG to do the work on the boiler, she didn't think it was responsible for the lost rent. Our investigator thought that BG wouldn't have been able to repair the boiler at the next appointment because Mr A hadn't agreed to the work, so she didn't think there was any significant inconvenience to Mr A when it rescheduled.

Mr A didn't agree. He said BG didn't give him a repair quote and he felt it had some responsibility towards his tenants who were left without heating and hot water during the winter.

The complaint was passed to me to decide.

## **What I've decided – and why**

I've considered all the available evidence and arguments to decide what's fair and reasonable in the circumstances of this complaint.

I've decided not to uphold the complaint for broadly the same reasons as our investigator. I'll explain.

Mr A provided evidence of correspondence between him and his tenants, and between him and BG. BG provided log notes, including details of engineer visits. There is very little conflicting evidence, so the course of events is quite clear.

The text messages between Mr A and his tenant suggest that Mr A wasn't at the property for the engineer visits. The tenant let him know when an appointment had been missed and he told the tenant to expect direct contact from BG. This is the benefit of the landlord policy – to minimise contact between landlord and BG, and the tenant can make arrangements more suited to them.

The first point of dispute is whether BG left a repair quote. Mr A says it didn't and he had no idea that it had quoted for work until he called its contact centre a week later. BG's callout notes say the engineer left a quote. I don't doubt that Mr A didn't receive a quote for the work, but I don't think that means BG didn't leave one during the first appointment. I can't see any benefit in BG saying it quoted for chargeable work if it didn't. I think there's a strong possibility that the quote was left with the tenant and, as BG told Mr A, followed up by letter. I've seen a text message from the tenant in which she tells Mr A she'd received a letter about the follow up appointment, and this supports what BG said. But, whether or not BG left a quote, the work was outside Mr A's policy, so I can't see any evidence of a shortfall here.

Mr A said that BG cancelled several appointments. The evidence provided by both Mr A and BG show that BG rescheduled one appointment. BG has apologised for the inconvenience it caused and paid Mr A £50. Given that it was the tenant who told Mr A that BG hadn't attended, I think the inconvenience to him was minimal. So I'm satisfied that the compensation already paid is enough to address the shortfall in service.

Mr A thought BG should cover the rental income he lost due to his tenants not paying rent for the month they were without heating. He has since said that isn't an issue of his complaint. I understand his tenants were in arrears anyway, and it's unlikely the lack of heating and hot water had a direct impact on this matter. However, even if that were the only reason the tenants didn't pay rent for one month, I don't think anything BG did or didn't do contributed to that. Mr A's policy didn't cover the problem with the boiler, so BG would've only been completing the work if he had asked it to. He says that he didn't. Mr A replaced the boiler at his own expense on the same day BG attended the rescheduled appointment. That appointment was just 12 days after the first appointment so, again, I think any inconvenience would've been minimal. So I see no reason for BG to make a payment to Mr A to cover any part of the lost rental income.

Finally, Mr A is unhappy that BG hasn't addressed the inconvenience experienced by his tenants. I understand that it won't have been a pleasant time for the tenants, especially as the heating wasn't available to them during winter. But BG's contract is with Mr A to provide the cover stated in his policy. It attended when asked to, identified the cause of the problem, which wasn't covered under the policy, and Mr A asked someone else to replace the boiler. I can't see where BG has any responsibility towards Mr A's tenants in this scenario, so I don't think BG needs to do any more.

### **My final decision**

For the reasons given above, my final decision is that I don't uphold the complaint.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 30 October 2020.

Debra Vaughan  
**Ombudsman**