

## **The complaint**

Mrs K complains an engineer supplied by British Gas Services Limited, broke her boiler during an annual service visit and left her tenants at risk in a rental property by not turning the boiler off. She also complains about the overall service received from British Gas.

## **What happened**

The details of the complaint are well known to both parties, so I won't repeat them in detail here. Instead I'll focus on providing my reasons for my decision.

## **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 understand Mrs K has strong views about what has happened. I want to assure her I've read and considered carefully everything she's said. However, my findings focus on what I consider to be the central issues, and not all the points raised. This isn't meant as a discourtesy. But the purpose of my decision isn't to address every single point the parties have raised or to answer every question asked. My role is to consider the evidence presented by Mrs K, and by British Gas, to reach what I think is a fair and reasonable decision based on the facts of the case.

Having done so, I agree with the conclusions reached by the investigator for the following reasons:

- It wouldn't have been foreseeable to the engineer that the bolt would sheer during the process of it being tightened. I think it's more likely than not this action simply served to highlight there were existing issues with the boiler casing. Having reviewed the photos supplied in the engineer's report, I'm satisfied it shows there was some corrosion in this area.
- I'm satisfied it is more likely than not the photos were taken at Mrs K's rental property. It would be very coincidental for an engineer from the same company to be visiting the property next door (identified by the GPS tracker) and taking photos of a boiler at exactly the same time.
- It isn't my role to determine if the engineers' breached industry regulations. British Gas has correctly let Mrs K know of the correct organisation to raise her concerns with, in that respect. I've considered if the engineers followed the usual process where issues are raised meaning a boiler shouldn't be used and I think they did. While I appreciate Mrs K thinks her tenants shouldn't have been given the option of the having the boiler being left on, in some instances British Gas does have to seek the permission of the occupants of the property to turn the boiler off.
- The casing of the boiler breaking, and the boiler overheating were a result of two separate issues.

- Given the casing part couldn't be replaced, the boiler itself had to be changed. The policy wouldn't have provided for a replacement boiler in this instance as the original was over seven years old. I'm not able to consider how long it may have taken British Gas, as a business, to supply and fit a new boiler as this isn't an activity regulated by this service.
- Complaint handling itself isn't a regulated activity however I do recognise this would have added to Mrs K's dissatisfaction with how matters were being handled.
- British Gas has offered Mrs K £100 compensation to reflect the fact there were failings in its service, such as the engineer not returning to the property when agreed and other matters. Having reviewed everything, I think this adequately reflects the trouble and upset that was caused to Mrs K by the poor service.

For the reasons above, I do not uphold this complaint.

### **My final decision**

My final decision is that I do not uphold Mrs K's complaint against British Gas Services Limited.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs K to accept or reject my decision before 27 May 2022.

Alison Gore  
**Ombudsman**