

## **The complaint**

Mr A complains about British Gas for issues arising during his annual services. He wants British Gas to compensate him for the loss in value of his property, to refund all fees for gas safety inspections and to compensate him for tension which arose between him and his tenants.

## **What happened**

Mr A was a landlord. He held a homecare agreement with British Gas. This agreement provided for an annual boiler and safety inspection, and an annual gas safety certificate for him as a landlord.

He had held this cover since 2009.

In 2011, Mr A purchased a service from British Gas to supply and install ventilation around his boiler.

Annual safety inspections took place and gas safety certificates were issued each year.

In 2017, British Gas noted at the inspection that it had advised on an issue with ventilation, indicating that the ventilation was at risk of becoming a problem.

No issue was noted in 2018.

In 2019, British Gas engineers attended and considered that the ventilation was not suitable.

The engineer turned off the boiler, leaving Mr A's tenants without heating or hot water.

Mr A contacted British Gas.

After a number of conversations British Gas returned to Mr A's property, two days after the previous inspection. The engineer then was able to identify the flue and adequate ventilation so turned the boiler back on. British Gas then turned the immersion heater back on around 5 days after that.

Mr A complained to British Gas. He felt that either he had paid for a service which had not been done (the installation of appropriate ventilation in 2011) or the engineers had inappropriately turned off his property's boiler in 2019.

British Gas sent its final response to Mr A in December 2019. It acknowledged an issue with the 2018 certificate and offered Mr A a refund of the cost of that year's certificate.

Mr A was not happy and contacted us.

An ombudsman has previously made a decision in relation to this complaint, in which they decided that we had no jurisdiction to consider a complaint about the content of the gas safety certificates as these were not an insurance product.

We therefore considered whether British Gas had done anything wrong in relation to the annual service inspections as these were the only part of the agreement which included an insurance product.

Our investigator did not uphold Mr A's complaint.

He considered that there was no expert evidence to demonstrate whether the comments in relation to the boiler's ventilation were correct or not. He was therefore unable to uphold the complaint.

Mr A did not accept this and asked for an ombudsman decision.

I previously issued a provisional decision in relation to this complaint in December 2021. In that decision I set out that I thought that British Gas had acted wrongly in identifying ventilation as an issue, having previously done work on the ventilation to ensure that this was adequate. I thought that British Gas was wrong to have turned off Mr A's boiler and that this left his tenants without heating and hot water for two days, until the boiler was turned back on. I thought that British Gas ought to pay Mr A £200 compensation for the distress and inconvenience that this caused to Mr A by creating tension between him and his tenants.

That decision has been shared with the parties and they have been invited to comment.

British Gas has accepted the decision and agreed to the compensation.

Mr A has not accepted the decision. He has submitted that the boiler was not turned on again after 2 days and was in fact not turned on again at all. He states that he cancelled his arrangement with British Gas and that he sold his property with the boiler not working. He feels that this impacted on the sale price he achieved, and he thinks that the provisional award of £200 is an insult.

### **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 have reviewed the information provided by Mr A, including his email to his managing agent.

I have put this to British Gas and it has repeated that its records show that the boiler was switched on again on 30 August 2019 and was left working then and a few days later.

I am minded to accept the documentary evidence provided by British Gas which was updated at the time of the visit, and again a few days later. Mr A has demonstrated in his email of 22 September 2019 that he said the boiler was not working at that time, but I have not seen any evidence that this was the case closer to British Gas's appointment and reconnection.

If Mr A's boiler failed again, there is no evidence that he alerted British Gas to this and he then cancelled his agreement. I cannot see evidence that British Gas was aware of any further issue with the boiler and so I remain of the view expressed in my provisional decision.

I appreciate that Mr A believes that his house price was negatively impacted by British Gas's actions, but I do not agree. If Mr A's boiler was not working, it would have been open to him to engage another company to fix or replace it, rather than sell his property without a working boiler. It is not the responsibility of British Gas to maximise his sale price.

I appreciate that Mr A feels that the compensation I have provisionally awarded is insulting. I do not intend it that way, and am satisfied that this is in line with other awards we would make in similar circumstances. Based on the evidence, British Gas caused Mr A's tenants to be without heating and hot water for 2 days and then reinstated this. I think that this award is appropriate.

### **Putting things right**

For these reasons I adopt my provisional decision and reasons, as supplemented by this decision, as my final decision and uphold Mr A's complaint. I direct British Gas Insurance Limited to pay to Mr A £200 compensation for his distress and inconvenience.

### **My final decision**

As stated above, I uphold Mr A's complaint and direct British Gas Insurance Limited to pay £200 compensation to Mr A.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mr A to accept or reject my decision before 15 March 2022.

Laura Garvin-Smith  
**Ombudsman**