

complaint

Mrs C complains that British Gas Insurance Limited failed to properly repair a leak under a landlord's home care policy.

background

In May 2015 Mrs C reported a leak at a property she rents out to British Gas. Water was coming through the kitchen ceiling from the bathroom above. A plumber attended the property and observed a small damp patch on the ceiling. He investigated the shower and found the waste pipe was blocked. This meant that the shower tray wasn't draining properly. He also noticed that the sealant urgently needed replacing as it had holes. The engineer cleared the drain and advised the tenants about the state of the sealant. The tenants later replaced the sealant.

In June 2015 Mrs C contacted British Gas again as a further leak had been spotted by her tenants. On investigation two leaks were found; one from the cold tap in the bathroom basin and another from the boiler in the loft above the bathroom. British Gas says they were both repaired. But Mrs C doesn't accept that a plumber fixed the tap. She doesn't think the plumber came into the house and doesn't recognise the customer signature shown on the work sheet as that of her tenant.

Mrs C complained to British Gas as she felt its plumber hadn't spotted the leak from the boiler when he had first visited the property. This had lead to the leak causing further damage to the kitchen ceiling. She also disputed any repair had been made to the tap. She queried why the boiler's service in February 2015 hadn't spotted the leak.

British Gas assessed the damage at the property and took some photographs. It didn't accept that the damage to the kitchen ceiling had been caused by the leak from the boiler. It thought that there had been two separate leaks and that the plumber hadn't misdiagnosed the problem on his first visit. It also maintained that the work on the basin had been undertaken. British Gas said that it wasn't responsible for the damage.

Mrs C complained to this service. Our adjudicator investigated the case. He didn't recommend that the complaint be upheld. He thought that the photos provided by British Gas showed that the water damage on the kitchen ceiling came from the shower above. And that the water damage on the bathroom ceiling had come from a later leak from the boiler. The adjudicator also thought it was likely that the plumber had worked on the tap. He didn't think that the issue of who had signed the job sheet would alter his opinion that British Gas hadn't misdiagnosed the cause of the first leak.

Mrs C disagreed and the complaint was passed to me.

my findings

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

Under the policy British Gas isn't responsible for any loss or damage arising from water leaks unless it caused them. So for me to order British Gas to repair or cover the cost of the damage I must be satisfied that it was caused by British Gas.

I've seen photos supplied by both British Gas and by Mrs C. As I understand the layout of the property the bathroom is over the kitchen and there is attic space above the bathroom housing the boiler. The photos show a large water stain on the kitchen ceiling and a smaller stain above the shower on the bathroom ceiling.

Mrs C doesn't agree that any work was done to the tap in the bathroom basin. She isn't disputing the work undertaken on the shower and the boiler. I understand her concern that if a job sheet had been fraudulently completed she wouldn't have confidence in that person then carrying out the assessment for British Gas of the damage and its cause.

But British Gas says the work to the tap was completed. Although the signatures on the job sheets are confusing they are not important to my decision. There is no evidence of any further damage being caused by the tap and I am satisfied that the work on the tap was completed. Neither Mrs C nor British Gas say that any leak from the tap caused damage to the kitchen ceiling.

The first plumber says when he attended the property the tenants informed him the leak occurred after a shower. When he investigated the shower he found the drainage problem which he fixed. But he did warn them that water could also be leaking through the sealant. I've not got any evidence as to when the tenants repaired the sealant. British Gas has said the new sealant still had holes that water could get into.

I haven't seen any evidence that the stain on the bathroom ceiling was present in May. Looking at its size it's more likely than not that the boiler leak was relatively new. I've not seen any evidence that the boiler had a long standing leak. The location of the water damage in the kitchen, together with the fact that problems with the shower were identified, leads me to think that it was likely that the shower which was the cause of the problem.

So, I think there were different leaks at the property and that British Gas didn't misdiagnose what had caused the first leak into the kitchen. I'm not upholding Mrs C's complaint.

my final decision

I'm not upholding Mrs C's complaint. I don't require British Gas Insurance Limited to take any further action.

Under the rules of the Financial Ombudsman Service, I'm required to ask Mrs C to accept or reject my decision before 22 February 2016.

Jocelyn Griffith
ombudsman