HEAT NETWORK COMPLIANCE · WHITE PAPER SERIES

# One Complaint, Two Ombudsmen

Social-landlord heat complaints and a jurisdictional boundary drawn in pencil

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## Executive summary

A tenant in a housing association block reports that her heating has been off for five days. She has a young child, she has been given contradictory information by two different call handlers, and she disputes the charges that arrived during the outage. Is that a housing complaint or a heat network complaint?

The honest answer is that it is both — and that the two redress systems it can end up in front of were not designed with each other in mind. The Housing Ombudsman hears complaints about social landlords' handling of their homes and services. The Energy Ombudsman has operated the approved redress scheme for heat network consumers since 1 April 2025, assessing complaints in the context of Ofgem's Authorisation Conditions — which have applied since 27 January 2026 — and its own wider fair-and-reasonable jurisdiction. A substantial share of Britain's heat networks sit inside social housing. That means a substantial share of heat complaints come from consumers who are simultaneously tenants — with a landlord that is simultaneously an authorised heat network operator or supplier.

Some lines have been drawn. The Energy Ombudsman's own Terms of Reference exclude a complaint that concerns a tenant or leaseholder of a social landlord, is part of a wider housing issue, and is against the landlord. That is a conjunctive test — all three parts must apply — not a housing-association exemption.[1] And Ofgem's final consumer protection guidance adds three more lines. Where heat charges are Service Charges, it identifies the Housing Ombudsman, not the Energy Ombudsman, as the complaints body for billing.[2] For consumers inside the Landlord and Tenant Act 1985 framework, it states that the housing regulatory framework takes precedence — from January 2026 and until further notice — and that the First-tier Tribunal remains the main route for complaints and redress in England and Wales.[3] And the redress schemes have committed to referring complaints between each other, so a consumer who knocks on the wrong door is passed to the right one.[4]

But the lines are drawn in pencil, and they are partial. Read in context, they appear to allocate the *charges* dimension of a dispute by its legal route. They say nothing definitive about the mixed incident: the broken communal boiler that is at once a repairs failure, a supply interruption, a vulnerability issue, a billing dispute and a complaint-handling failure. Most of them live in guidance rather than in the binding conditions — though the ombudsman named on the bill is conditions-level, and it switches with the charge classification. And Ofgem itself says the arrangement holds “until further notice”, while it works with government on these protections.

The conclusion of this paper is that social landlords are asking the wrong question. “Which ombudsman owns this?” is a question whose answer is partial, provisional, and liable to change — and one the resident should never have to answer. The right question is operational: does your complaints process recognise, on day one, that a single cold radiator can engage two sets of obligations — and route the evidence, the response and the redress information accordingly? For many social landlords the honest answer today is no. That is not double punishment. It is double exposure, running through a single front door that was built for one regime.

## 1. One consumer, several relationships

A conventional third-party heat supplier often has a comparatively simple relationship with the consumer: it supplies heat and bills for it. A social landlord operating a communal heating system can occupy five or six positions at once. It may own the building, grant the tenancy, operate the network, supply the heat and collect the charges — sometimes as service charges under the lease or tenancy agreement, sometimes under a separate supply agreement. It may control physical access to the plant as well.

To the resident, those distinctions are invisible and irrelevant. The radiator is cold; that is the complaint. But behind that one sentence sit several legally distinct questions. Was there a failure in the regulated supply of heat, engaging the Authorisation Conditions on quality of service and interruptions? Was there a failure of the landlord's repairing obligations under the tenancy? Was a vulnerable household identified and supported, as the vulnerability conditions require? Was the billing during the outage accurate and transparent? And was the complaint itself handled in accordance with a documented, communicated procedure — which Condition B4 requires of the regulated entity, and which the Housing Ombudsman's Complaint Handling Code requires of the landlord?

Regulation did not create these overlapping roles. Social landlords have always been both landlord and heat provider. What the new regime does is attach separate, enforceable, documented obligations to a role that many organisations have historically treated as an extension of property management. The hats were always there. It has just become expensive not to know which one you are wearing.

## 2. The lines that have been drawn — and how much pencil is in them

Start with the Energy Ombudsman's own Terms of Reference, because they contain an express carve-out for social housing that is routinely misread in both directions. The Ombudsman will not accept a complaint where the dispute concerns a tenant or leaseholder of a social landlord, is part of a wider housing issue, and is against the landlord.[1]

Read that as a conjunctive test, because it is one. A complaint fails to reach the Energy Ombudsman only where all the elements apply. A heat-supply complaint that is not part of a wider housing issue — a tariff challenge, say, or a complaint about how a supply interruption was communicated — is not excluded merely because the complainant is a social tenant and the supplier is their landlord. Subject to the Ombudsman's other eligibility and jurisdictional rules, it may fall squarely within the energy route. The carve-out is not a housing-association exemption, and treating it as one is the first of the two errors this paper is about.

The second error is the mirror image: assuming that because the entity is an authorised heat supplier, the housing route has fallen away. It has not — and here the final consumer protection guidance is now explicit, in three places. Where heat charges are Service Charges, billed under the Part Two modifications, it identifies the Housing Ombudsman, not the Energy Ombudsman, as the complaints body for billing.[2] For consumers whose supply sits within the Landlord and Tenant Act 1985 framework, Ofgem's guidance states that the housing regulatory framework takes precedence over the heat network framework. It also states that, in England and Wales, the First-tier Tribunal remains the main route for complaints and redress.[3] And at the front end, complaint procedures must name the relevant dispute resolution body. Where it is unclear whether an unresolved complaint is “of a heating or housing nature”, the supplier is expected to use best endeavours to classify it. The schemes themselves have committed to referring complaints between each other, so the consumer does not have to start again.[4] The Housing Ombudsman's own Scheme does not appear to conflict with that division of labour. It may decline complaints that fall properly within the jurisdiction of another ombudsman, regulator or complaint-handling body, and it does not determine the level of a rent or service charge — the handling of a charge, yes; its amount, no.[9] But note what the Scheme does not say. Its express joint-working provisions name the Local Government and Social Care Ombudsman and the New Homes Ombudsman — not the Energy Ombudsman. So the heat referral route rests on the commitment recorded in Ofgem's guidance and the schemes' cooperation machinery, not on Scheme text. More pencil.

So the boundary is no longer entirely undrawn. But look at what has actually been drawn, and with what. Read in their immediate context, the allocations appear to run along the *legal route of the charges* — service charge billing routes housing; the supply relationship routes energy. On that reading, the boundary for any given network is set by the same classification exercise that governs contract changes and back-billing (Paper 6 and Paper 8 in this series). Two cautions, though. The Service Charge allocation sits in Ofgem's billing guidance, and it should not be stretched into a general exclusion covering every heat complaint a tenant or leaseholder makes.[2] And the precedence statements sit in the guidance's back-billing chapter — they are clearest for service charge recovery and its redress, and their reach into the non-billing aspects of a mixed complaint is less certain.[3] The precedence statements are made in guidance, which explains the conditions rather than binding like them. The binding conditions themselves carry the fork without resolving it: the defined Relevant Dispute Resolution Body “means the Energy Ombudsman, Housing Ombudsman or the First-Tier Tribunal as appropriate” — three bodies, with the words “as appropriate” doing all the routing work.[4] One allocation, though, is hard-wired into the conditions. Billing Information must include information about and contact details for the Energy Ombudsman — read, where the charges are Service Charges, as the Housing Ombudsman.[7] The ombudsman named on the bill switches with the charge classification. And the allocations are expressly provisional: Ofgem states the arrangement applies from January 2026 “and until further notice”, while it works with government on these protections.[3] What no document yet allocates is the mixed incident. The prolonged heating failure is simultaneously a supply interruption (heat regime), a repairs matter (housing regime), a vulnerability event (both), a billing question (routed by the charge classification) — and a test of two different complaint-handling standards at once. The mixed cases are the normal cases.

To be explicit about the limits of this analysis: this paper works from Ofgem's final documents and the Energy Ombudsman's published Terms of Reference. It does not purport to determine the Housing Ombudsman's jurisdiction under its own scheme, and any operator relying on the boundary should take the Housing Ombudsman's rules into account directly.

## 3. Why this is exposure, not just untidiness

It is tempting to file the overlap as an academic curiosity — particularly now the schemes have promised to pass misdirected complaints to each other. The practical consequences say otherwise, and they run in both directions.

**For the resident**, the referral commitment operates between the schemes — not inside the landlord.[4] The place a complaint actually gets bounced is earlier. The housing team says the charges are a heat matter; the heat team says the repair is a housing matter. Each internal referral restarts the clock in the resident's eyes before any ombudsman is in sight. The two schemes' entry requirements also differ: the Energy Ombudsman route generally opens on a deadlock letter or after eight weeks;[5] the Housing Ombudsman route runs off the landlord's internal complaints procedure and the Complaint Handling Code. A resident churned inside a single organisation's two processes can spend weeks in a cold home before either scheme's clock has properly started. For a vulnerable household that is not an administrative inconvenience: it risks producing precisely the consumer detriment the vulnerability provisions are intended to reduce — and it is itself likely to become a second complaint about the first one.

**For the organisation**, the exposure is that different aspects of one incident can be examined under two frameworks — through separate referrals, regulatory scrutiny or the handling of distinct complaint issues — assessed against two different documented standards, on two different evidence trails. An adverse Energy Ombudsman finding does not stay contained. As Paper 4 in this series set out, a supplier that fails to implement a binding decision can be referred to the relevant regulator, and non-compliance with final decisions is reportable to regulatory bodies as a standing duty.[6] Ofgem's enforcement powers are substantial. Meanwhile the housing side of the same incident is generating its own record with its own regulatory consequences. Two files. One boiler. And in the middle, the question every adjudicator asks first: show me the notice, the policy, the record. If the organisation cannot say which framework a document was created under, it may find it satisfies neither.

There is also a quieter cost. The evidence that defends the heat-regime complaint — interruption logs, vulnerability flags, billing methodology, the B4-compliant complaints record — is typically held by different teams, in different systems, from the evidence that defends the housing complaint. When the same facts are examined twice, an organisation that cannot reconstruct one coherent timeline pays twice for the same gap.

## 4. The error pattern

Across social-landlord heat operations, the failures cluster into recognisable patterns.

**Pattern one: the misread lines.** The organisation has absorbed the idea that "social landlord heat disputes go to the Housing Ombudsman" and treats the Energy Ombudsman as someone else's problem. Or, having read the guidance's allocations, it over-reads them: the Housing Ombudsman allocation is for Service Charge *billing*, not for every complaint a leaseholder makes about heat.[2] Either way, heat billing complaints, tariff challenges and supply-interruption complaints are handled under the housing procedure alone. There is no reference to the Authorisation Conditions the Energy Ombudsman would consider, and no signposting to the energy route for which many of those complaints may remain eligible.

**Pattern two: the invisible second regime.** The complaints procedure is Complaint Handling Code-compliant and genuinely good — and entirely blind to Condition B4. Nobody has checked three things. Is the procedure sent to heat consumers in writing at least annually, and does it explain their right to refer to the relevant dispute resolution body (B4)? Does billing information signpost the correct redress route for the network's charge classification (a separate billing requirement)? And would the complaint records evidence compliance with the heat conditions?[7] The organisation is running one excellent procedure where the regime now requires it to be able to evidence two.

**Pattern three: the internal hand-off.** The repair is logged by housing, attended by a contractor, and closed. The heat team never learns that the "repair" was a supply interruption engaging notification and continuity obligations. The billing team credits nothing because nobody told them the supply failed. Every hand-off is a place where a regulatory obligation quietly changes owner — and the resident's eventual complaint arrives at whichever team saw them last, not the team whose obligation it was.

**Pattern four: the single-lens response.** When the formal complaint does arrive, it is investigated and answered through one lens — usually housing, because that is the older muscle. The response letter never mentions the heat-regime dimension, never offers the energy redress route where it applies, and never generates the record that would defend the operator in front of the Energy Ombudsman. The organisation has, in effect, answered half the complaint and documented none of the other half.

Each of these is cheap to fix before the complaint and awkward to explain after it. And the fix is the same in every case: not a better policy document, but a routing capability at the front door.

## 5. What social landlords should do

**Map the roles before mapping the process.** For every network in the portfolio, record in one place: the landlord entity, the authorised operator, the authorised supplier, who bills, on what legal basis the charges flow (supply agreement or service charge), and who physically maintains the plant. The charge classification now does treble duty — it informs the contract-change position (Paper 6), the applicable back-billing framework (Paper 8), and, under the final guidance, the redress route for Service Charge billing.[2] Most of the downstream confusion traces back to nobody having written this down per network.

**Build a classification step into the complaints front door.** When a heat-related complaint arrives, someone answers in writing: does this concern the regulated supply (interruption, tariff, vulnerability, contract change), the tenancy relationship (repairs, condition of the home), the charges (routed by their classification), or a combination? “Both” must be an available answer, and it must trigger both workstreams — not a referral from one to the other. This is not gold-plating: the guidance expects the supplier to use best endeavours to identify whether an unresolved complaint is of a heating or housing nature.[4] The judgement the regime asks for at escalation is far easier if it was made at intake.

**Run one evidence trail, not two.** A single timeline per incident — reports, attendances, communications, vulnerability flags, billing adjustments, decisions — that either framework's adjudicator can be handed. The facts are the same facts; only the obligations differ. Two teams reconstructing separate partial timelines after the event is how organisations lose complaints they should have won.

> **Sidebar: one timeline, two teams, and data protection.** *The single evidence trail has a data protection dimension, and the guidance has already thought about it. Ofgem expects authorised persons to put arrangements in place to share appropriate information with each other, “having regard to relevant data and privacy requirements”.*[8] *Where landlord, operator, supplier and billing agent are one legal entity, sharing the record between teams is internal rather than third-party disclosure — but UK GDPR still applies, including the requirements around lawful basis, purpose limitation, data minimisation and appropriate access controls. Where the roles sit in different entities — an ESCO, a managing agent, a billing contractor — sharing personal data needs a lawful basis and a data-sharing arrangement. And vulnerability records may contain special category data, particularly where they reveal physical or mental health information, so they may need both an Article 6 lawful basis and an applicable Article 9 condition. Build the sharing agreement alongside the timeline, not after the first dispute about it. This sidebar flags the design point only; it is not data protection advice — review specific arrangements with your data protection function.*

**Get the redress signposting right in both directions.** The complaints procedure must contain details of the relevant dispute resolution body and when to contact it.[4] Condition B4 requires the procedure to be sent to consumers in writing at least annually and to explain their right to refer a complaint to that body; the billing condition separately requires the correct ombudsman's details in billing information — Energy Ombudsman ordinarily, Housing Ombudsman where the charges are Service Charges.[7] A procedure that exists but points only at the housing route does not do the job for the regulated activity. And on a Service Charge network, one that points only at the Energy

Ombudsman is signposting the wrong body for billing.[2] For consumers inside the Landlord and Tenant Act framework, note the guidance's fuller signposting list — supplier, Citizens Advice, Consumer Scotland and the Energy Ombudsman, plus where appropriate the housing regulators, LEASE and the First-tier Tribunal.[3]

**Pressure-test with the hard case, not the clean one.** Take the five-day outage with the vulnerable household and the disputed charges, and walk it through your actual process, naming the team that owns each step. If the walk-through requires three departments and a contractor to discover each other after the complaint arrives, the process is not ready — and the first serious regulatory failure will not be the boiler. It will be what happened after the resident complained about it.

## 6. Conclusion

The heat network regime did not replace the landlord-resident relationship; it moved in alongside it. For social landlords that means the question “whose complaint is this?” now has a two-part answer more often than a one-part one. The boundary between the two redress routes has been part-drawn — by the Energy Ombudsman's conjunctive exclusion, and by the guidance's allocations: Service Charge billing to the Housing Ombudsman, and the First-tier Tribunal, on Ofgem's own statement, as the main route inside the Landlord and Tenant Act framework. But it is drawn in pencil: partial, sitting mostly in guidance, and expressly held “until further notice” while Ofgem and government keep working on it. Memorising today's line is not a strategy, because the line can move and the mixed cases were never on it.

The organisations that will come through this well are not the ones that guess the jurisdictional answer correctly. They are the ones whose front door never needed the resident to know it. The routing, the evidence trail and the redress signposting were built to satisfy both frameworks from the first phone call — wherever the pencil line ends up inked.

## How Heat Network Compliance helps

If the risk is one complaint engaging two regimes, the defence is documentation that knows which regime each obligation belongs to. The HNC Policy Generator produces the consumer-protection documentation an Energy Ombudsman complaint puts in front of you — including the B4-compliant complaints procedure, with the annual written notification and right-to-refer wording — in the regulated entity's own name. Alongside it sit the vulnerability, billing, and standards of conduct policies the mixed cases engage. The Compliance Assessment (£995 + VAT) tests whether your existing arrangements, including the ones inherited from the housing side, would stand up as heat-regime evidence.

All available at **heatnetworkcompliance.co.uk**.

## Notes

1. Energy Ombudsman, *Terms of Reference — Heat Network Suppliers*, paragraph 5.1(b) (verified 13 July 2026): the Ombudsman shall not accept a complaint about a matter "where a heat network dispute concerns a tenant or leaseholder of a social landlord, is part of a wider housing issue, and is against the landlord". All three elements must be present for this particular exclusion to apply; a heat-supply complaint that is not part of a wider housing issue is not excluded by paragraph 5.1(b) merely because the complainant is a social tenant and the respondent is the landlord. Other eligibility and jurisdictional requirements remain applicable. The supplement also confirms (paragraph 3.1) that the services within jurisdiction include metering and billing and the provision of heat energy products and services.

2. Ofgem, *Heat networks regulation: consumer protection guidance* (January 2026), paragraph 4.30: where heat network supply charges are Service Charges and billing operates under the Part Two modifications to the billing condition, "the complaints body is the Housing Ombudsman rather than the Energy Ombudsman." Read in its immediate context — the section on billing requirements where Service Charges are used — paragraph 4.30 appears to allocate complaints concerning Service Charge billing to the Housing Ombudsman. It should not safely be treated as a general exclusion covering every heat-related complaint made by a tenant or leaseholder.

3. Consumer protection guidance, paragraphs 5.18–5.20: from January 2026 "and until further notice", for consumers within the Landlord and Tenant Act 1985 framework "the housing regulatory framework will take precedence over the heat network regulatory framework in these scenarios". Suppliers should inform consumers they can contact their supplier, Citizens Advice, Consumer Scotland and the Energy Ombudsman for complaints and questions, and where appropriate should also advise contacting the Housing Regulator, the Regulator of Social Housing, LEASE and the First-tier Tribunal; for England and Wales, "the First Tier Tribunal will remain as the main route that complaints and redress can be made." Ofgem records that it is working with government on these protections. Two qualifications: these paragraphs sit in the guidance's back-billing chapter, so they are clearest for service charge recovery and associated redress, and their application to non-billing aspects of a mixed complaint is less certain; and the paper reproduces Ofgem's terminology — operators in Wales should verify the appropriate Welsh tribunal or forum for the particular dispute, since residential property jurisdiction in Wales is ordinarily exercised through the Residential Property Tribunal Wales.

4. Consumer protection guidance, paragraphs 3.54–3.56: complaint handling procedures must contain details of the Relevant Dispute Resolution body and the instances in which a consumer should contact it; where it is unclear which body is most appropriate, authorised persons should take best endeavours to inform the consumer whether they believe the unresolved complaint to be of a heating or housing nature; and the Relevant Dispute Resolution bodies "are committed to ensuring the complaint is considered by the most relevant redress scheme", referring cases directly so the consumer does not need to start again. Consumers should submit to one body only in the first instance. The Authorisation Conditions define the Relevant Dispute Resolution Body as "the Energy Ombudsman, Housing Ombudsman or the First-Tier Tribunal as appropriate and any equivalent, similar or analogous bodies in Wales, Scotland or Great Britain" (verified 13 July 2026) — a definition that names the fork without resolving it, and which expressly anticipates equivalent bodies in Wales and Scotland.

5. Energy Ombudsman, main *Terms of Reference*, paragraph 6.2(b) (verified 13 July 2026): escalation arises where the company has issued a deadlock letter, or has not issued one "within up to eight weeks" of the complainant's notice (or such period as the Ombudsman considers reasonable). Ofgem's consumer protection guidance decision confirmed the eight-week period is retained for heat networks.

6. Energy Ombudsman, main *Terms of Reference*, paragraphs 10.13 and 11.1(a) (verified 13 July 2026). The paragraph 10.13 referral power is specific: where a company fails to provide the remedy under a binding final decision within 28 days of notification, the Ombudsman may act to bring about implementation, including "referring the Participating Company to any relevant Regulator or Trade

Body”. Separately, paragraph 11.1(a) gives the Ombudsman a standing duty to report non-compliance with final decisions to regulatory, professional and trade bodies. Ofgem's enforcement powers include consumer redress orders and financial penalties of up to £1 million or 10% of turnover. See Paper 4 in this series.

7. Verified verbatim against Appendix 2 (13 July 2026). Condition B4.4: the Complaints Handling Procedure “must also be sent to all Relevant Consumers in Writing not less than annually”. Condition B4.5.7: the procedure must “describe a Relevant Consumer's right to refer a Complaint to the Relevant Dispute Resolution Body”. The billing-side requirement sits in Condition B6, not B4: Billing Information must include “information about and contact details for the Energy Ombudsman” (B6.10.10) — and under the Part Two Service Charge modifications, B6.10.10 is read as “information about and contact details for the Housing Ombudsman”. The ombudsman named in billing information therefore switches with the charge classification as a matter of the binding conditions, not only guidance. The guidance's requirement that the procedure identify the Relevant Dispute Resolution body (note 4) accordingly means the correct body for the network's charge classification, not a generic reference.
8. Ofgem's consumer protection guidance (paragraph 6.3) recognises that authorised persons may delegate services to third parties, states that this does not lessen the authorised person's responsibility for compliance, and expects authorised persons “to put in arrangements to share appropriate information with each other, having regard to relevant data and privacy requirements”. Within a single legal entity, UK GDPR still applies (purpose limitation and data minimisation in particular) but no third-party disclosure arises; between entities, a lawful basis and appropriate data-sharing arrangements are needed, and vulnerability information may constitute special category data requiring an additional condition for processing. Specific arrangements should be reviewed with the organisation's data protection function; this paper flags the design point only.
9. Housing Ombudsman Scheme (in effect since 1 April 2024, approved under section 51 of the Housing Act 1996; membership mandatory for social landlords). The Scheme provides that the Ombudsman may not consider complaints that fall properly within the jurisdiction of another ombudsman, regulator or complaint-handling body, or that concern the level of a rent or service charge or the amount of an increase — the latter being First-tier Tribunal territory, while the *handling* of charges remains investigable. The Scheme's express consultation and joint-investigation provisions concern the Local Government and Social Care Ombudsman and the New Homes Ombudsman. Exclusion sub-paragraph lettering has shifted between Scheme editions; cite the current edition's text when relying on a specific letter.

## Sources


- Ofgem, *Heat networks regulation: authorisation conditions decision*, Appendix 2 — General Authorisation Conditions (13 January 2026), Conditions B4 and B6 (including Part Two).
- Ofgem, *Heat networks regulation: consumer protection guidance* (January 2026), in particular paragraphs 3.54–3.56, 4.28–4.31 and 5.15–5.20.
- Energy Ombudsman, *Terms of Reference — Heat Network Suppliers* (including the social-landlord exclusion and the paragraph 10.13 referral mechanism in the main Terms of Reference).
- Housing Ombudsman Scheme (in effect 1 April 2024) and Complaint Handling Code — cited for the Scheme's own jurisdiction and exclusion provisions; this paper does not determine Housing Ombudsman jurisdiction in any individual case.
- Heat Networks (Market Framework) (Great Britain) Regulations 2025 (SI 2025/269); Energy Act 2023.

*This paper is analysis and commentary, not legal advice. It works from Ofgem's final Authorisation Conditions and final Consumer Protection Guidance and the Energy Ombudsman's published Terms of Reference; it does not purport to determine the jurisdiction of the Housing Ombudsman under its own scheme. Readers should work from the canonical documents when making compliance decisions.*