Havebury Homes Disrepair Policy

HS 059

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Author *(Document Owner)*	*Head of Assets*		
Accountable Director (*Relevant ED)*	*Assistant Director of Asset Management*		
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Legal Advice (inc date)	Yes – September 2026		

1. Policy statement

1.1 This policy deals with housing disrepair and minor personal injury claims arising from allegations of disrepair and defective premises. It sets out how Havebury Homes will manage and, where possible, prevent disrepair claims. It also sets out how we willendeavour to manage these claims and resolve them as quickly and effectively as possible.

1.2 Residents are be encouraged to use our complaints process in the first instance. If the complaint stages do not resolve the issue, they may seek legal advice. Commencing the Pre-Action Protocol does not constitute legal proceedings, and we will continue to consider any open complaint where it remains appropriate to do so. If legal proceedings are issued, we may pause, restrict or separate the complaint where continuing with it would prejudice or duplicate the legal process.

2. Purpose

2.1 The purpose of this policy is to set out how Havebury will endeavour to ensure that it works in line with the Pre-Action Protocol for Housing Conditions Claims (England) and all relevant legislation referred to in this policy.

2.2 We will comply with the Civil Procedure Rules Pre-Action Protocol for Housing Conditions Claims (England), taking account of relevant Housing Ombudsman Service guidance. We will consider the relevant legislation when receiving and managing disrepair claims and will ensure that we meet our obligations as a social housing provider and landlord.

2.3 Our main objectives through this policy are to:

- Promote speedy and appropriate repairs resolutions which are our legal responsibility.
- Minimise potential claims arising through disrepair.
- Avoid unnecessary litigation and seek alternative dispute resolution where possible.
- Maintain clear evidence of our actions and decisions.

3. Scope

3.1 This policy applies to all our homes let on tenancies and to the common parts, if any, of those homes. It applies to residents who hold an assured, starter or assured shorthold tenancies. It does not apply to shared owners, those who have a licence to occupy, lodgers within a home or property guardians. For leaseholders, we will meet the responsibilities set out in the terms of the lease.

3.2 The Pre-Action Protocol for Housing Conditions Claims (England) is broader than this operational scope and applies to all residential property in England, including claims by tenants and others in respect of poor housing conditions.

4. Definitions

4.1 Disrepair is when the condition of a property has deteriorated or changed negatively compared with the condition of the dwelling at the start of the tenancy and Havebury, having and notice of the issue, have not carried out reasonable repairs within a reasonable period of time. It does not include

matters which are *de minimis* or merely cosmetic.

4.2 This may include a failure to repair or maintain the property, damage to the exterior or interior of the home, deterioration of the structure, or issues affecting the common parts of a building divided into flats.

4.3 The tenancy agreement, lease and legislation outline whose responsibility it is to maintain the property.

4.4 Disrepair claims may arise from a range of issues, including damp and mould, leaks, water damage, defective heating systems, electrical faults, pest infestation where infestation is a consequence of something Havebury has or hasn't done and/or the structure of the premises, and structural concerns such as unsafe floors, walls or ceilings. These issues can significantly affect residents' health and safety.

4.5 A disrepair claim may also include an element of personal injury where residents allege that they have suffered injury or illness as a result of conditions in their home. If the personal injury claim requires expert evidence other than a General Practitioner's letter, the Tenant should follow the Personal Injury Pre-Action Protocol. If the personal injury claim is of a minor nature, and will only be evidenced by a General Practitioner's letter, it is not necessary to follow the Personal Injury Pre-Action Protocol.. Where such allegations or claims arise, we will refer the matter to our insurers promptly.

4.6 Legal process or proceedings refers to the formal legal process initiated when a tenant or leaseholder brings a legal claim against the housing provider, usually through the courts, in relation to alleged breaches of repairing obligations under the tenancy agreement, lease or relevant legislation, such as the Landlord and Tenant Act 1985 or the Homes (Fitness for Human Habitation) Act 2018.

4.7 Legal process/proceedings usually follow unsuccessful informal or pre-action resolution attempts and may result in a court order for remedial works, damages or other legal remedies.

4.8 Alternative dispute resolution means appropriate methods of resolving a claim before or during the pre-action stage. This may include use of our internal complaints process, mediation where suitable and signposting to the Housing Ombudsman Service where appropriate.

5. Legislation, Guidance and Regulatory Standards

5.1 Legislation – Principal legislation applicable to this policy is:

- Landlord and Tenant Act 1985.
- Homes (Fitness for Human Habitation) Act 2018.
- Defective Premises Act 1972.
- Decent Homes Standard.
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's Law)

5.2 This policy also operates within the context of additional legislation (see section 11).

5.3 Guidance and codes of practice – The principal guidance and codes of practice applicable to this policy are:

- The Decent Homes Standard
- HHSRS Operating Guidance Parts 1, 2 and 3
- Pre-Action Protocol for Housing Conditions Claims (England).
- Housing Ombudsman Service guidance on the Pre-Action Protocol for Housing Conditions Claims and service complaints.

5.4 **Regulatory standards** – We will comply with the Regulator of Social Housing's regulatory framework and consumer standards for social housing in England. The Decent Homes Standard and the Safety and Quality Standard are the primary standards applicable to this policy. The Social Housing (Regulation) Act 2023 also changed the way social housing is regulated.

6. Obligations

6.1 The Landlord and Tenant Act 1985 and the Homes (Fitness for Human Habitation) Act 2018 place duties on landlords, subject to the exclusions noted below, to comply with statutory repairing obligations and ensure that their properties are:

- Safe when a tenancy begins.
- Maintained in a safe condition throughout the tenancy so the property is fit for habitation.

6.2 Under section 11 of the Landlord and Tenant Act 1985, as landlord, Havebury Homes is required to:

- Keep the structure and exterior of the property in good repair.
- Maintain installations for the supply of water, gas, electricity and sanitation, including basins, sinks, baths and sanitary conveniences.
- Ensure that installations for space heating and the provision of hot water are kept in proper working order.

6.3 Under the Homes (Fitness for Human Habitation) Act 2018, all rented properties must be fit for human habitation at the beginning of the tenancy and throughout its duration. The assessment of fitness considers the overall condition of the home, including, but not limited to, matters such as:

- Damp and mould.
- Inadequate water supply.
- Poor ventilation.
- Unsanitary conditions.

A property may be deemed unfit for human habitation even if no specific repairing obligation is breached. Legal liability can arise where the overall condition of the property presents a serious risk to the health or safety of the tenant or affects their ability to live safely and comfortably.

6.4 Havebury is not required to rectify any repairing issue rendering the property unfit for human habitation if the unfitness is wholly or mainly attributable to the tenant's own breach of covenant, or where the landlord need not act because an exclusion applies by law (see further below).

6.5 The Defective Premises Act 1972 places a duty on landlords, where they are under an obligation or have a right to repair, to take reasonable care to ensure that residents and visitors are reasonably safe from personal injury or damage to property caused by relevant defects. This duty applies where the landlord knows, or ought to know, about the defect.

6.6 The government confirmed the New Decent Homes Standard in January 2026. The updated standard requires social housing to be compliant by 2035 and remains linked to the Housing Health and Safety Rating System (HHSRS), which was also updated in 2026. Under the New Decent Homes Standard, for a home to be considered decent it must meet the following criteria:

- Be free from the most dangerous hazards, meaning Category 1 hazards under the HHSRS.
- Be in a reasonable state of repair, assessed by the condition of key and other building components.
- Provide the required core facilities and services, including appropriate kitchen and bathroom facilities, and other requirements relevant to the type of home.
- Provide thermal comfort, including meeting applicable minimum energy efficiency requirements and having appropriate heating provision.
- Be free from damp and mould that could pose a significant risk to residents' health or safety.

6.7 Under Awaab's Law, we are required to investigate and respond to in-scope hazards within prescribed timescales. As Awaab's Law is being introduced in phases, this policy may be updated to reflect future legislative requirements. Each phase requires us to:

- **Phase 1, from 27 October 2025**: Address all emergency hazards and all damp and mould hazards that present a significant risk of harm to residents within the prescribed timescales.
- **Phase 2, from 30 November 2026**: Extend the requirements to additional hazards where they present a significant risk of harm, including excess cold and excess heat, falls associated with baths, level surfaces, stairs and between levels, structural collapse and explosions, fire and electrical hazards, and domestic and personal hygiene and food safety.
- **Phase 3, from 2027**: Extend the requirements to all remaining HHSRS hazards, apart from overcrowding, where they present a significant risk of harm.

6.8 However, Havebury is not obliged to:

i. to carry out works or repairs for which the tenant is liable by virtue of the implied duty upon you to use the property in a tenant-like manner; or

ii. to rebuild or reinstate the property in the case of destruction or damage by fire, storm, flood or other inevitable accident;

iii. to keep in repair or maintain anything which the tenant is entitled to remove from the Property;

iv. to carry out works or repairs which, if carried out, would put the landlord in breach of any obligation imposed by any enactment (whenever passed or made);

v. to carry out works or repairs requiring the consent of a superior landlord or other third party in circumstances where consent has not been obtained following reasonable endeavours to obtain it;

vi. to rectify any repairing issue rendering the property unfit for human habitation if the unfitness is wholly or mainly attributable to the tenant's own breach of covenant, or where Havebury need not act because an exclusion applies by law

7. Roles and Responsibilities

7.1 The Board has overall governance responsibility for ensuring this policy is fully implemented and that we comply with legislation, regulatory standards and the requirements of other stakeholders, such as the Housing Ombudsman Service. The Resident Experience Committee will formally approve this policy and review it every two years, or sooner if there is a change in legislation or regulation.

7.2 The Head of Asset has strategic responsibility for the management of disrepair and ensuring compliance is achieved and maintained. They will oversee the implementation of this policy.

7.3 The Asset Data and Surveying Manager has operational responsibility for managing disrepair cases and overseeing delivery of the disrepair process.

7.4 The Asset Surveyor (Disrepair) will provide support in administering the disrepair process, communicating with our legal representatives and ensuring the process is maintained and adhered to.

8. Tenant Responsibilities

8.1 Tenant claimants must ensure they have complied with the terms of their tenancy agreement as well as the pre-action protocol. Where they do not follow the pre-action protocol, and/or refuses to provide access or obstructs our employees, agents or contractors we will consider taking further legal action to resolve this, which may include a claim for an injunction

9. Policy standards

9.1 We will endeavour to comply with the Pre-Action Protocol for Housing Conditions Claims (England), governing law, regulation and relevant standards.

9.2 We aim to maintain homes to the required standards and within a reasonable timeframe as detailed in our repairs and maintenance policy.

9.3 We will take reasonable steps to prevent conditions within our responsibility from becoming a statutory nuisance under the Environmental Protection Act 1990. Prompt investigation and remediation of issues such as damp and mould, leaks or poor sanitation will be prioritised to support legal and regulatory compliance.

9.4 We will ensure that all cases of condensation, damp and mould are assessed and addressed through advice and where necessary remedial works in

accordance with our damp and mould policy, prioritising the wellbeing of residents.

10. Pre-Action Protocol for Housing Conditions Claims (England)

10.1 The Pre-Action Protocol for Housing Conditions Claims (England) is a set of procedural steps that parties should normally follow before the commencement of legal proceedings. Its purpose is to encourage early communication, exchange of relevant information and attempts to resolve the issue to avoid legal disputes. Tenants alleging disrepair should ensure compliance with the protocol.

10.2 Haverbury and tenants should consider all appropriate forms of alternative dispute resolution to help resolve disrepair claims efficiently and maintain positive relationships. By engaging in early and constructive dialogue, we aim to reach fair outcomes without the need for legal proceedings.

10.3 In line with the Pre-Action Protocol for Housing Conditions Claims (England), we will consider whether expert evidence is required in the event of a disrepair claim. Where expert evidence is required, we will seek to agree the use of a single joint expert with the resident where appropriate. We will utilise an external expert surveyor in compliance with CPR 35.

10.4 Upon receipt of a letter of claim, the organisation will endeavour to provide a response within 20 working days of receipt, in accordance with the requirements of the Pre-Action Protocol for Housing Conditions Claims (England). This response will confirm receipt of the claim, provide relevant disclosure where appropriate and outline the next steps in the process.

10.5 We will work in line with the Pre-Action Protocol for Housing Conditions Claims (England) and our Disrepair Process and Procedure. This includes:

- Closing disrepair cases as quickly as possible.
- Following good pre-action practice.
- Ensuring the early, accurate and effective exchange of information.
- Managing contractors who are engaged to carry out repair works closely and effectively.
- Ensuring the processes involved are transparent, scrutinised and monitored.
- Empowering colleagues to make appropriate commercial decisions, minimise costs and damages and reduce the number of cases proceeding to court.

10.6 We will always act in accordance with the Pre-Action Protocol for Housing Conditions Claims (England), which provides direction on the steps that parties should normally follow in the event of a housing conditions claim.

11. Diversity and Inclusion

11.1 We will ensure that this policy is applied consistently to residents, in line with our relevant policies. We will ensure that no person or group of people is treated less favourably than any other person or group.

11.2 We have completed an equality impact assessment for this policy.

12. **References**

Related External Documents	
Reference	**Link to reference**
• Housing Health and Safety Rating System (HHSRS) • Decent Homes Standard • The Homes (Fitness for Human Habitation) Act 2018 • Landlord and Tenant Act (1985) (amended by above) • Occupiers' Liability Act 1957 and, where relevant, Occupiers' Liability Act 1984. • Defective Premises Act 1972 • The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (Awaab's law). • Pre-Action Protocol for Housing Conditions Claims (England) – Civil Procedure Rules • Housing Ombudsman Service guidance on the Pre-Action Protocol for Housing Conditions Claims and service complaints.	*Insert a web link to the related legal/statutory documents or regulations mentioned in the policy.*
Related Internal Documents	
• Decant policy • Complaints policy • Compensation and payments policy • Repairs and maintenance policy • Damp and mould policy	

13. **Document control (mandatory section)**

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