



DISREPAIR POLICY

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1.0 Purpose & Scope

West Lancashire Borough Council (WLBC) wants residents to enjoy a safe, comfortable home where they can thrive and enjoy life. This policy sets out our approach to ensuring that we:

- Keep our homes and communal areas free from disrepair and poor housing conditions by prompt identification and proactive resolution implementation.
- Investigate disrepair and poor housing condition claims promptly and establish whether there is a case.
- Resolve claims quickly and effectively to improve customer satisfaction and avoid the need for court action.

This policy applies to all homes owned by WLBC and must be read in conjunction with individual tenancy agreements or leases, and WLBC policies and procedures, as our repair obligations for each home and tenure can differ. If a defect amounts to disrepair, it will be dealt with in line with this policy.

2.0 What is Disrepair?

As a landlord, we are required to keep in repair the structure and exterior of our rented homes including drains, gutters, and external pipes. We are also required to keep in repair and proper working order, the installations for the supply of water, gas, and electricity, sanitation, space, and water heating. Where we are notified of any such issues, we are required to carry out repairs within a reasonable time. Failure to do so could result in disrepair.

3.0 Policy Statement

WLBC aims to minimise legal disrepair in our homes by

- Undertaking regular stock condition surveys to enable us to plan, assessing the age and condition of homes, and to forecast when works will need to take place.
- Carrying out a programme of investment works on our homes to reduce the requirement for repairs.
- Investigating and responding to all repairs and disrepair claims thoroughly, quickly, and effectively; and considering all reasonable options when trying to resolve or settle an issue.
- Where we believe that a disrepair claim is unfounded and where legal action is pursued by a resident, we will defend claims robustly.
- We will seek to recharge the resident where the disrepair has arisen due to a resident not fulfilling their repairing obligations under their tenancy or lease agreement and where remedial work was required (see our Recharge Policy).
- Where we have been responsible for the disrepair, we may compensate the resident affected (see our Goodwill and Discretionary Payment Policy).

4.0 Associated Policies

The following policies are referenced within this policy and are available to be viewed by both residents and staff.

- Goodwill and Discretionary Payment Policy
- Repairs Policy
- Damp and Mold Policy
- Resident Recharge Policy
- Decant Policy
- Insurance Claims Procedure

5.0 Regulatory and Contractual Obligations

We have responsibilities and obligations under the Landlord and Resident Act 1985, the Defective Premises Act 1972, Environmental Protection Act 1990, Housing Act 2004, and Homes (Fitness for Human Habitation) Act 2018 to keep homes in repair.

We are also required to ensure our residents homes meet the Decent Homes Standard.

Specifically, a home must:

- Meet the current statutory minimum standard for housing
- Be in a reasonable state of repair
- Have reasonably modern facilities and services
- Provide a reasonable degree of thermal comfort.

Additionally, in cases where the local authority Health and Safety Officer identifies disrepair as a risk under the HHSRS, we are legally required to carry out the work within a reasonable amount of time to avoid prosecution.

Where we are the freeholder, we are also obliged to ensure the communal areas are repaired, maintained, and insured in line with health and safety compliance.

Our repairs responsibilities differ across different tenures as laid out in individual tenancy agreements and leases. Where we are not responsible for the item in disrepair, we will provide prompt advice and guidance to assist residents to resolve the issue.

6.0 Definitions

Decent Homes Standard - A Government programme aimed at improving social housing homes to bring them all up to a minimum standard.

Housing Health and Safety Rating System (HHSRS) - Places a legal duty on landlords to assess and regularly review the condition of their homes to ensure that they are safe and free from hazards.

Disrepair / poor housing conditions - The failure to keep in repair the structure, exterior and installations for water, gas, electricity, heating, and sanitation of a home to the requisite standard or if we have failed to comply with our repair obligations under the tenancy agreement or lease. Those can be identified by the resident, staff, contractors, a local authority, health and safety professional, or a third party.

Housing Disrepair Claim - A civil claim arising from the condition of residential homes and may include a related personal injury claim.

Pre-action Protocol - Procedural framework to be used by parties in the pre-action stages of a disrepair / poor housing conditions claim, intended to assist parties in a housing condition claim to resolve the issues early and appropriately.

Expert / Single Joint Expert - A suitably qualified expert who acts as an independent witness for the benefit of court, and who prepares a report addressing the allegations of disrepair and/or poor housing conditions.

Survey - An inspection or assessment of the structure, exterior, or related installations of a home.

7.0 Prevention against Disrepair and Poor Housing Conditions

We strategically invest in and manage our homes to ensure that all homes meet the regulatory and contractual obligations outlined in section 5 as well as our obligations to residents.

We operate a rolling programme of stock and block condition surveys to evaluate, and risk assess the state and condition of our homes. We prioritise any category 1 risk and complete the work within 5 working days, and any priority 2 risks within 20 working days.

We deploy resources to carry out investment works on a planned basis to reduce the likelihood of disrepair and/or poor housing conditions e.g., substandard windows, doors, kitchens, bathrooms etc.

We also carry out remedial works where condensation, damp or mould is affecting a home in accordance with our Damp and Mould Policy.

Our responsive repairs and maintenance service aims to mitigate against the potential for disrepair and poor housing conditions. Residents must promptly report to us any repairs needed that we are responsible for.

We record all repairs on our computer system QL which contains details of the maintenance or repair works undertaken to a specific home, scheme, or block. This helps to inform us on the condition of our homes.

We identify potential disrepair and/or poor housing conditions issues during our void maintenance process and deploy resources to remedy any defect before the home is re-let.

We only allocate empty homes that are physically fit for long term human habitation in accordance with our letting's standard.

8.0 Method Statement

8.1 Preventative action

We deliver a quality reactive repairs service, however, where our high standards are not adhered to, we will investigate and attempt to resolve this.

8.2 Disrepair claims

We will thoroughly investigate and seek to resolve all reported disrepair and poor housing condition matters within our homes, including arranging joint visits with contractors to inspect any part of a home we are responsible for where necessary and carry out remedial works to resolve the matter.

8.3 Alternative Dispute Resolution

We will always try to settle any disrepair claim without court action and will consider using a form of Alternative Dispute Resolution as an alternative to court action where appropriate.

8.4 Complaints

Where we have not met our repairing obligations, a resident may pursue a complaint. We will consider any complaint in line with our Customer Feedback Policy and our Goodwill and Discretionary Payment Policy, and as part of this policy consider a negotiated settlement where appropriate.

8.5 Legal Notification of Disrepair

Should the resident or their solicitor decide to pursue legal action then WLBC may receive an 'Early Notification Letter' and/or a 'Letter of Claim' concerning disrepair. Should this happen, we will then follow the Pre-Action Protocol for Housing Conditions Claims (England). We will aim to reach a negotiated settlement using this protocol.

If the disrepair claim has gone to court, the court may ask WLBC or the resident to pay costs if either party failed to comply with the Pre-Action Protocol for Housing Conditions Claims (England).

8.6 Pre-Action Protocol for Housing Conditions Claims (England)

The Protocol is based on the principle that court action should be treated as a last resort and encourages parties to avoid litigation by agreeing a settlement of the claim before the commencement of proceedings. The protocol promotes the use of 'experts' to help the different parties agree on the repair, its causes and action required to address it.

8.7 Appointment of Experts

The Protocol encourages the use of a single joint expert. To make it less likely that a second expert will be necessary, the Protocol provides for WLBC to forward their own instructions directly to a single joint expert. Both parties can ask relevant questions of the expert. If WLBC and the resident cannot agree on a single joint expert, either with joint or separate instructions, the Protocol suggests a joint inspection by each party's expert.

Where a single joint expert is agreed upon between WLBC and the resident each party will pay one half of the cost of the report.

Where there is a joint inspection, WLBC will pay the full cost of its own expert's report and the resident will pay the full cost of their own expert's report.

If the dispute is solely about the level of compensation claimed, it may not be necessary to appoint an expert. The resident can take photographs or videos to support their claim for compensation.

8.8 Pre-Action Protocol for Housing Conditions Claims (England) – Exceptions

The Pre-Action Protocol for Housing Conditions Claims (England) does not apply where there are disrepair claims which originate as counterclaims or set offs in other proceedings.

8.9 Access

Residents must give reasonable access to WLBC, our contractors, their sub-contractors and any appointed agents or experts for inspection and repair in line with their tenancy agreement or lease. The relevant party must give reasonable notice of its need for access, except in an emergency. WLBC or their contractor or subcontractors will give access to common parts when appropriate.

Where appropriate and after exhausting all other alternatives, we will take legal action to gain access to properties where there is a genuine concern for the health and safety of the resident or other occupants of the building; or where there is a risk of damage to the residents' home and other occupants' homes within the building.

8.10 Decanting Residents

In line with our Decant Policy if required we will temporarily or permanently decant a resident to another home to enable us to complete repairs.

8.11 Costs and Compensation

If the resident settles their claim for compensation, without litigation and the reasons for bringing the claim are justified, WLBC will consider paying the resident's reasonable costs and/or out of pocket expenses. We will deduct any rent arrears owed to WLBC from any compensation.

Should any claim and subsequent settlement arise from the Pre-Action Protocol for Housing Conditions Claims (England) it should be noted this may not extend to any personal injury claims which may have to be pursued separately.

9.0 Insurance Claims

When a resident or non-resident claims that they have suffered a personal injury, damage to their own property or damage to their home and believes this was caused by WLBC the claim will be handled by our insurers. Where the damage was caused by our contractor it will be handled by our contractor's insurer.

Our Insurance Claims Procedure details how to make a claim.

10.0 Complaints about Disrepair

We deal with complaints of disrepair or poor housing conditions directly from residents, or a third party, in line with our Customer Feedback Policy except where a resident instructs solicitors. We will respond to a resident's instructed solicitors outside of our Customer Feedback Policy, while still seeking alternative dispute resolution.

Where a resident raises a disrepair claim with the Housing Ombudsman, we will provide the Housing Ombudsman with the outcome of the disrepair claim, should they request this.

11.0 Post Inspection

We undertake an agreed schedule of works to remedy disrepair within a reasonable period. This may sometimes mean that parts of the home will be inaccessible for a period while works are undertaken. We re-inspect properties within a reasonable time of completion of remedial works. At all times, this will be dependent upon access being given by the resident.

We exchange information with solicitors or other agencies requests in line with the Pre-action Protocol and our Data Protection and Information Governance Policy.

12.0 Disrepair and Possession Claims

Where we are in the process of taking arrears recovery action, and a resident raises a counterclaim of disrepair and/or poor housing conditions, we continue the arrears recovery procedure and if applicable, offset any sum payable under the housing conditions claim against the arrears. We follow up on our Goodwill and Discretionary Payment Policy where necessary.

13.0 Version Control

Date	Amendment	Version