



EDEN HOUSING ASSOCIATION DISREPAIR POLICY

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Revision Cycle:	3 years (or if legislation changes)

This policy applies to Eden Housing Association and all its wholly owned subsidiaries, including Mitre Housing Association

Actual Month Review was carried out	Ernie Updated

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POLICY STATEMENT

1 Introduction

- 1.1 Eden Housing Association (EHA) is responsible for ensuring maintenance and repairs to its homes and other buildings. Section 11 of The Landlord and Tenant Act 1985 and the Housing Act 2004 place duties on landlords to ensure that properties are safe at the start of any tenancy and are maintained in a safe condition throughout the tenancy.
- 1.2 As a responsible landlord, (EHA) has a legal duty to ensure that our homes are safe places for tenants to live under the Homes (Fitness for Human Habitation Act) 2018.
- 1.3 The Homes (Fitness for Human Habitation Act) 2018 states that we must ensure that our homes do not put tenants at risk of physical harm or injury, do not seriously affect a customers' health and ensure that customers can make full use of their home.
- 1.4 This policy sets out Eden Housing Associations' approach to dealing with disrepair claims ensuring compliance with the Disrepair Protocol. The aim of the policy is to ensure;
 - We provide an excellent repairs and maintenance service following policies and procedure put in place to minimise potential disrepair claims under the legislation
 - To respond appropriately and timely to potential disrepair claims
 - To make our customers aware of potential risks associated with Claim Management Companies

2. Scope

- 2.1 This policy applies to tenants and leaseholders living in general needs, extra care and supported housing where we have a statutory, regulatory or contractual obligation to repair.

3. Definitions

- 3.1 **Disrepair** - The failure to keep in repair the structure, exterior and installations of a dwelling house to the requisite statutory standard. The most common examples of disrepair relate to damp, structural defects or failure of installations for supply of essential services e.g. water and heating. From January 2020 the term 'Disrepair' may also be referred to as 'housing conditions'

A property becomes in disrepair when a repair has not been completed within the timescale set.

- 3.2 **Disrepair Claim** - A disrepair claim is a civil claim arising from the condition of residential premises and may include a related personal injury claim.

- 3.3 **Pre-Action Protocol for Housing Condition Claims (England)** - A framework (following Civil Procedure Rules), to be used by parties in the pre-action stages of a disrepair claim, intended to provide a framework within which parties in a housing disrepair claim can attempt an early and appropriate resolution.

4. REFERENCES

4.1 EXTERNAL

- Landlord and Tenant Act 1985
- Disrepair Protocol – Civil Procedure Rules (revised)
- Section 4 of the defective Premises Act 1972
- Occupiers Liability Act 1957
- Occupiers Liability Act 1984
- Environmental Protection Act 1990
- Housing Act 2004
- Housing Health and Safety Rating System (HHSRS) and Decent Homes Standard
- Equality Act 2010
- Homes (Fitness for Human Habitation) Act 2018
- The Building Act 1984
- Building Safety Act 2022
- Control of Asbestos Regulations 2012
- Health and Safety at Work Act 1974
- General Data Protection Regulation 2016
- Construction Design and Management regulations 2015
- Awwab's law (Social Housing (Regulation) Act 2023

4.2 INTERNAL

- Health & Safety Policy
- Repairs & Maintenance Policy
- Decant Policy
- Leasehold Management Policy
- Complaints Policy
- Compensation Policy
- Void Policy

5. POLICY

5.1 Approach

EHA will take a pro-active approach to preventing disrepair claims by following our Repairs and Maintenance Policy and Procedure, responding to reports of repairs promptly and within set timescales.

- 5.1.2 EHA will invest in our homes through a planned maintenance programme to meet Decent Homes Standard and to reduce the level of responsive repairs required. All of our properties will receive at least one full stock condition survey within a five-year cycle, meaning around 1/5 of homes are inspected every year.

- 5.1.3 All contact with customers will be recorded on our CRM; full details of repairs reported and completed will be recorded on individual properties or schemes.
- 5.1.4 Where EHA have received a potential claim for Disrepair we will investigate and respond promptly following our Disrepair Policy. Repairs will be carried out for our tenants as soon as possible. As supported by the Pre-Action Protocol - litigation should be a last resort.
- 5.1.5 EHA will communicate with third parties (such as Claim Management Companies and Solicitors) once relevant checks have been completed to verify tenant permission to act on their behalf and according to GDPR 2018. EHA will instruct solicitors to act on our behalf at the appropriate time within the process
- 5.1.6 EHA are aware that some Claim Management Companies will target vulnerable tenants to make Disrepair Claims. Vulnerable tenants who may not have capacity to understand the terms and conditions they have signed up to. EHA will raise awareness with customers through social media and our newsletter regarding the risks associated with using Claim Management Companies
- 5.1.7 Where we believe a disrepair claim is unfounded and legal action is taken by a resident, we will defend the claim robustly using a solicitor.
- 5.1.8 If disrepair has arisen due to a tenant not fulfilling their obligation to report repairs as set out in the tenancy or lease agreement, we will seek to recharge the tenant.
- 5.1.9 Where it is agreed that EHA have not completed its repairs responsibilities under disrepair legislation, we will assess and establish liability and negotiate with the tenant's representative to agree a suitable and reasonable settlement to avoid litigation where possible.

5.2 Prevention of Disrepair Claims

- 5.2.1 We carry out a planned maintenance programme to ensure our homes meet the Decent Homes Standard, reducing the likelihood of disrepair occurring – e.g. replacement doors, windows, kitchens and bathrooms. We allow in our budget for adhoc replacements as required where components have failed sooner than the typical lifecycles adopted.
- 5.2.2 We have a robust approach to dealing with Damp, Mould and Condensation, ensuring all reports are inspected, remedial works carried out and follow up inspections take place to ensure work has been effective.
- 5.2.3 We follow our Repairs and Maintenance Policy, achieving good performance and satisfaction rates helping to mitigate the risk of disrepair claims. We encourage tenants to report repairs promptly to prevent disrepair.
- 5.2.4 All repairs are recorded on Orchard (Housing Management system), enabling us to track repairs reported and completed. Regular monitoring of repairs which have not been completed within timescales takes place so issues such no

access can be addressed with the tenant and with the support of colleagues in the housing and supported housing teams.

- 5.2.5 All void properties have a thorough inspection and repairs completed to address any disrepair or defects, ensuring the home is fit for long term habitation before being re-let.

5.3 Disrepair Claims

- 5.3.1 We will thoroughly investigate all reports of disrepair following our disrepair policy and procedure
- 5.3.2 We will carry out joint inspections with contractors and employ specialist contractors where appropriate to identify and repair any defects to the property, this will be carried out as promptly as possible and within the timescales set in our repairs and maintenance policy.
- 5.3.3 Where a customer raises a counter claim of disrepair as a result of our rent arrears recovery process, we will continue to pursue the arrears through our procedure and if applicable, offset against the arrears balance any sum payable under a disrepair claim.
- 5.3.4 Tenants must give access to EHA and contractors in order for us to inspect the property and carry out the repairs under their obligations within the tenancy agreement. EHA will give tenants reasonable notice of the need for access except in an emergency.

In our attempts to gain access, we will endeavour to make appointments convenient to the tenants, use all available methods of communication including telephone, text, email and letter to arrange access. If all reasonable attempts are exhausted and there is a genuine concern for health, safety or welfare of the tenant; or if there is a risk to damage to our tenants' home we will take legal action to gain access. The cost of this will be recharged to the tenant.

5.4 Decanting Tenants (temporary move)

- 5.4.1 Where disrepair to a tenant's home is severe and extensive works are required, we will temporarily move tenants to a suitable property in line with our temporary move (decant) policy whilst works are completed.

5.6 Complaints

- 5.6.1 We will promote the use of our complaints procedure and the Housing Ombudsman to resolve disrepair.
- 5.6.2 We will log any disrepair claim as a complaint and follow our procedure when the pre-action protocol has commenced and until legal proceedings are issued to maximise the opportunities to resolve disputes before court action.

6. RESPONSIBILITIES FOR IMPLEMENTATION

- 6.1 The Director of Operations is responsible for ensuring that this Policy is communicated and implemented.
- 6.2 The Repairs and Maintenance Manager is responsible for updating this policy in line with legislative changes and policy review.
- 6.3 The Repairs and Maintenance Manager has overall responsibility for responding to disrepair claims, liaison with third party agencies and ensuring repairs are completed within set timescales.

7 POLICY MONITORING & REVIEW

- 7.1 The Policy will be reviewed at least every three years, or sooner if required by the introduction of new legislation or following any significant event.
- 7.2 The number of disrepair claims received will be reported within the Health and Safety KPI's on a quarterly basis.

8 EQUALITY IMPACT ASSESSMENT (EIA)

- 8.1 In order to develop Best Practice regarding equality and diversity requirements, this policy has been subject to an EIA, which can be viewed at Appendix 1. The EIA establishes if any protected characteristics under the Equality Act 2010 have been potentially discriminated against or disadvantaged as a direct result of this policy.

Equality Impact Assessment

Question	Response
1. Name of the policy/practice/activity being assessed	Disrepair Policy
2. Summary of aims and objectives of the policy/practice/activity	- provide an excellent repairs and maintenance service following policies and procedure put in place to minimise potential disrepair claims under the legislation - To respond appropriately and timely to potential disrepair claims - To make our customers aware of potential risks associated with Claim Management Companies
3. What involvement, consultation, engagement has taken place for the policy/practice/activity (e.g relevant groups/stakeholders)	n/a
4. Who is affected by the policy/practice/activity	Tenants, residents and staff
5. What are the arrangements for monitoring and reviewing the impact of the policy/practice/activity	Annual review

Protected Group	Is there a potential for a positive or negative impact	Explain and provide evidence/data used	Action to address the negative impact
Disability	No*	See Explanation below*	See Explanation below*
Gender reassignment	No		
Marriage or civil partnership	No		
Pregnancy or maternity	No		
Race	No		
Religion or belief	No		
Sexual orientation	No		

Sex (gender)	No		
Age	No		

Evaluation

Question	Explanation*		
Is it possible the proposed policy/practice/activity could discriminate or unfairly disadvantage people	Not if the policy is adhered to.		
Decision	Tick the relevant box	Include any justification required	
1. No barriers identified – proceed	✓		
2. Barriers identified towards one (or more) protected groups – stop			
3. Barriers identified towards one (or more) protected groups – adapt or change the policy/practice/activity			
4. Barriers identified towards one (or more) protected groups – no proportionate way to amend the policy/practice/activity so proceed with caution			

Completed by – and date	Stella Eggleston 14/08/24		
Reviewed by – and date	Executive Team – 16 July 2025		
Review Date (if applicable)			
Will this EIA be published	Yes	No	Not Required

Action (To be completed as required)

If the Evaluation has resulted in Decision 4, complete a risk assessment and record on Operational Risk Register	Date Completed:
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Change Log

Name	Date	Version	Change
	When published	1	