

Policy Summary

Disrepair claims

Customer summary of a Genesis Housing Group policy

This policy applies to permanent, supported and temporary housing tenants. This policy excludes those tenants who come under Pathmeads contract management, for example, Westminster and Hackney. It also excludes leaseholders and shared owners. If Pathmeads receive a disrepair claim from a temporary housing tenant, then those handling the claim must check to see if the landlord is responsible for the repair prior to applying this policy.

Introduction

Disrepair claims can be costly and time consuming and have an adverse effect on planned maintenance schemes. This policy explains how we will:

- prevent disrepair claims arising wherever possible;
- investigate disrepair claims promptly and establish whether there is a case for disrepair;
- resolve disrepair claims by carrying out necessary repair work within a reasonable timescale and reinstating tenants in their home with the minimum disruption in cases where they have to be temporarily re-housed; and
- resolve disrepair claims quickly and effectively so that court action can be avoided wherever possible.

Definitions

'Disrepair' is used to describe a range of situations. This policy deals with disrepair where a tenant is alleging that we have breached our repairing obligations. The tenancy agreement lists the parts of the property we undertake to keep in "good repair".

'Reasonable period' for remedying a repair has not been formally defined; however courts may accept that delays are reasonable if every effort has been made to resolve a situation.

Legal framework

We have responsibilities under the Landlord and Tenant Act 1985, the Defective Premises Act 1972, Environmental Protection Act 1990 and Housing Act 2004 to keep properties in a good state of repair.

Pre-action protocol

We will follow the pre-action protocol for housing disrepair

claims as devised by the Law Society. The specific aims of the pre-action protocol are:

- to avoid unnecessary court action;
- to promote speedy and appropriate carrying out of repairs which are the landlord's responsibility;
- to ensure that tenants receive any compensation to which they are entitled as quickly as possible;
- to promote good pre-court action practice, including early exchange of information and guidance about the use of experts; and
- to keep the costs of resolving disputes down.

Before using the protocol to make a claim, tenants are expected to have informed us about the disrepair and to have considered whether other options would be more appropriate such as the Right to Repair Scheme, the internal complaints procedure or the Housing Ombudsman Service

Our responsibilities

All members of staff, including contractors, are responsible for reporting repair requests as soon as they become aware of a repair issue. Particular attention should be paid to communal areas during routine visits. Our obligations are summarised in the tenancy agreements and include:

- repair of structure and interior;
- repair of installations; and
- repair of common parts.

Notification of repairs

For the majority of repairs, our repairing obligation only begins when we have been notified of the need for the repair. The exception to this is for communal areas, where tenants do not have to notify us. This will not be a defence in all cases and we can be held liable if, for example, our contractors fail to report a repair that they found when carrying out other work. We can be notified of a repair by any "responsible source", i.e. not necessarily from the tenant themselves, and they do not have to give specific details.

Right to Repair scheme

Tenants may be able to claim compensation for emergency or urgent repairs costing less than £250 through the contractual 'Right to Repair'. Some tenants do not have the right to repair and should refer to their tenancy agreement before pursuing a case.

Customer responsibilities

The law expects the tenant to act responsibly by carrying out minor repairs and not causing damage to the property. Specific obligations feature in the tenancy agreement and include:

- improvements and alterations;
- internal decorations;
- damage;
- access; and
- decants.

We will provide tenants with information to help them determine which repairs they are responsible for and how to report other repair requests promptly. The information will be issued through a variety of media including handbooks, newsletters, information leaflets and tenancy agreements.

Condensation

Condensation is a common problem and often the cause of complaint by tenants. It is caused by an imbalance between heating, insulation and ventilation. Tenants cannot usually rely on using Landlord and Tenant Act 1985. However they may be able to bring a complaint under the Environmental Protection Act 1990 or the Housing Act 2004. We will produce leaflets and newsletter articles for all tenants with handy hints and tips on how to tackle damp or condensation issues.

Disrepair and rent issues

If we have not fulfilled our repairing obligations, tenants have a legal right to carry out the necessary repairs and recover the cost by deducting this amount from future rent payments. This right only applies to recovering the actual cost of the work. It does not allow for claims for damage caused by the disrepair.

(Please refer to policy for rules applying to this action). Case law states that the tenant can withhold future rent payments (after giving the landlord warning) and also claim against past rent that has been withheld (i.e. rent arrears).

Tenants do not have the right in law simply to withhold rent as a protest against our failure to carry out repairs. Where tenants decide to take this course of action, we will seek to recover the rent arrears according to the usual procedure.

Contact us



If you are a **PCHA customer** phone us on **020 8451 8000** or email **info@pcha.org.uk** **www.pcha.org.uk**



If you are a **Springboard Housing Association customer** phone us on **020 8475 0033** or email **info@springboardha.org.uk** **www.springboardha.org.uk**



If you are a **Pathmeads customer** phone us on one of the numbers below: Temporary housing **020 8900 4900** Octavia Hill **020 8900 4998** Key Places **020 7380 9025** or email **info@pathmeads.org.uk** **www.pathmeads.org.uk**

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If you need any part of this information in large print, Braille, on audio tape or explained in your own language please contact us on the number below.

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Arabic

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Bengali

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French

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Gujarati

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Portugese

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Somali

Si necesita esta información en Braille, en CD, en cinta o en su propio idioma, póngase en contacto con nosotros en el teléfono siguiente.

Spanish

Telephone 020 7563 0037 or email info@ghg.org.uk