

# Group Disrepair and Housing Conditions Policy



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## 1 Aims

1. This Policy explains how the Group will handle Disrepair and Housing Conditions claims in line with the Housing Conditions Pre-Action Protocol.

## 2 Scope

2. This Policy applies to all customers of Jigsaw Homes Group.

## 3 Policy Statement

3. At Jigsaw Homes we are committed to providing safe, well-maintained homes for our tenants and residents.
4. Jigsaw Homes' and tenants' repair obligations are clearly set out in our tenancy agreements and leases.
5. Jigsaw Homes seeks to resolve instances of dissatisfaction with repairs and housing conditions and aims to minimise legal disrepair in its properties by:
  - Investigating and responding to all disrepair claims thoroughly and effectively;
  - Considering all reasonable options when trying to resolve or settle a matter of dispute.
6. Where we believe that a disrepair claim is unfounded and where legal action is pursued by a tenant or resident, we will defend claims robustly.

### 3.1. What Is a Housing Conditions Claim?

7. A housing conditions claim is a civil claim arising from the condition of residential property. The majority of claims the Group receives are from solicitors acting on behalf of our tenants and residents using the Housing Conditions Pre-Action Protocol, very few claims are made directly by the tenant without the use of a solicitor.

### 3.2. The Housing Conditions Pre-Action Protocol

8. The Housing Conditions Pre-Action Protocol should be followed in all cases.
9. The Protocol describes the conduct that the court will normally expect prospective parties in a housing conditions claim to engage in prior to the start of proceedings. It is intended to encourage the exchange of information between parties at an early stage and to provide a clear framework within which parties in a housing conditions claim can attempt to achieve an early and appropriate resolution of the issues.

10. If a claim proceeds to litigation, the court will expect all parties to have complied with the Protocol as far as possible. The court has power to order parties who have unreasonably failed to comply with the Protocol to pay costs or to be subject to other sanctions. It is imperative that Jigsaws Homes Group follows the Protocol in order to protect its position including financial and reputational risk.

## 4 Claim Methodology

11. The claim process can be complex and varied depending on the specific circumstances of the case. Time limits in the Protocol may be changed by agreement. However, in the event of any future proceedings, the court will expect an explanation as to why the Protocol has not been followed or has been varied.

### Landlord Obligations

12. When a letter of claim for housing conditions claim is submitted to us, as a landlord we have 20 working days in which to respond to it and our response will include:
  - (a) copies of all relevant records or documents requested by the tenant; and
  - (b) a response to the tenant's proposals for instructing an expert including:
    - i. whether or not the proposed single joint expert is agreed;
    - ii. whether the letter of instruction is agreed;
    - iii. if the single joint expert is agreed but with separate instructions, a copy of the letter of instruction; and
    - iv. if the appointment of a single joint expert is not agreed, whether the landlord agrees to a joint inspection.
13. As a landlord we must also provide a response dealing with the issues set out below, as appropriate. This can be provided either within the response to the Letter of Claim or within 20 working days of receipt of the report of the single joint expert or receipt of the experts' agreed schedule following a joint inspection:
  - (a) whether liability is admitted and, if so, in respect of which defects;
  - (b) if liability is disputed in respect of some or all of the defects, the reasons for this;
  - (c) any point which the landlord wishes to make regarding lack of notice of the defects or any difficulty in gaining access;
  - (d) a full schedule of intended works, including anticipated start and completion dates and a timetable for the works;

- (e) any offer of compensation; and
  - (f) any offer in respect of costs.
14. As soon as practically possible after receiving the letter of claim, one of our in-house surveyors will attempt to inspect the property in order to gain a ‘position statement’ of the property condition with any repairs/works being noted. The findings of our inspection are usually included within our response to the letter of claim.
  15. Where it has not been possible for one of our surveyors to inspect the property before a response to the letter of claim is sent, experts are usually instructed by the tenant’s solicitor and ourselves. Occasionally, the tenant’s solicitor will instruct an expert to attend and inspect the property in any case, if this happens we will instruct our expert in order to protect our position in the event of any future proceedings.
  16. Whether a single joint expert or a joint inspection is used, the Protocol states that the property should be inspected within 20 working days of the date that the landlord responds to the tenant’s Letter of Claim.
  17. If a single joint expert is instructed, a copy of the expert’s report should be sent to both the landlord and the tenant within 10 working days of the inspection.
  18. If there is a joint inspection, the experts should produce an agreed schedule of works and this should be sent to us as a landlord and the tenant’s solicitor within 10 working days of the joint inspection.

### Tenant Obligations

19. The Protocol states that tenants must allow the landlord, our contractors and any appointed agents or experts for inspection and repair reasonable access for inspection and the carrying out of works in accordance with the tenancy agreement, and the landlord should give reasonable notice of the need for access, except in the case of an emergency.
20. Where appropriate and after exhausting all other alternatives, we may 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’ property and other occupants’ property within the building.

## 5 Monitoring and Delivery

21. This Policy will be monitored and delivered by the Group Disrepair Manager with external legal support when required.
22. Delivery of the Policy is supported by the Disrepair and Housing Conditions Internal Procedures.
23. The Policy will be reviewed every two years. We may review this policy sooner if appropriate, for example if there are changes to legislation or business requirements.

24. Disrepair activity and performance is reported to the Group’s Executive Management Team and Boards quarterly to highlight positive outcomes and equally any potential increased risk to the Group.

## 6 Legislation and Regulation

25. Housing Conditions Pre-Action Protocol
26. Landlord and Tenant Act 1985, Section 11
27. Environmental Protection Act 1990
28. Homes (Fitness for Human Habitation) Act 2018
29. Data Protection Act 2018
30. General Data Protection Regulation

## 7 Related Policies and Procedures

31. Group Complaints Policy
32. Data Protection Policy
33. Repair responsibilities (website guidance)
34. Responsive Repairs procedure
35. Damp and Mould Policy
36. Group Asset Management Strategy
37. Disrepair and Housing Conditions Procedure

## 8 Glossary

38. N/A

## 9 Document Control

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Responsible Officer/s:	Sarah Chilton, Head of Chief Executive’s Department
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Approved by:	Executive Management Team
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