

Disrepair Policy

Contents

1. Document Overview	1
2. Document Version History	2
3. Introduction	2
4. Scope	2
5. Definitions	2
6. Approach to Disrepair Claims	3
7. Proactive Disrepair Identification	3
7.1. Data-Driven Monitoring	3
7.2. Targeted Inspections	3
7.3. Preventative Action	3
8. Disrepair Claims	3
8.1. Notice of Disrepair	4
8.2. Acknowledgement of Claim	4
8.3. Investigation	4
8.4. Execution of Repairs	4
8.5. Post Inspection	4
8.6. Access	4
9. Disrepair Claim Resolution Routes	5
9.1. Small Track Claims	5
9.2. Standard Claims	5
9.3. Claims Requiring Court Action	5
9.3.1. Court Notification	5
9.3.2. Judgement	5
10. Settlement	5
10.1. Compensation	5
10.2. Legal Costs	6
10.3. Deducting Rent Arrears	6
10.4. Approval	6
11. Customer Complaints	6
12. Record Keeping	6
13. Thrives Core Behaviours	7
14. Treating Everyone with Respect	7
15. Other Related Policies and Guidance	7
16. Risk and Assurance	8
17. Policy Review & Approval	8
18. Support and Further Guidance	8

1. Document Overview

Purpose	To ensure a coordinated and comprehensive approach for effectively managing disrepair cases, minimising our liability and reducing the risk of costly legal disputes.		
Audience	Colleagues		
Data Classification	Internal Use		
Review Cycle	36 months		
Last Review	June-25	Next Review	June-28
Relevant Legislation	Housing Act 2004 Landlord and Tenant Act 1985 Homes (Fitness for Human Habitation) Act 2018 Defective Premises Act 1972 Environmental Protection Act 1990 Pre-action Protocol for Housing Conditions Claims (England)		

2. Document Version History

Version	Date	Author	Reviewer	Changes & Additions
V1.0	June 2025	WB	Executive Board	First draft of Thrives Disrepair Policy

3. Introduction

This policy has been developed in response to the need for a systematic approach to addressing property disrepair. This policy outlines our commitment to addressing property disrepair in a timely, fair, and legally compliant manner. It ensures that all disrepair claims are managed in accordance with the Pre-Action Protocol for Housing Conditions Claims

4. Scope

This policy applies to all homes owned and managed by Thrive where we have responsibility for repairs and maintenance, irrespective of tenure.

Leaseholders and Shared Owners are responsible for their own property as per individual lease agreements. If the issue is in a communal area or there is a structural building defect, we are responsible for the repairs in line with the corresponding lease.

This policy is also applicable to properties within the defects liability period.

5. Definitions

Term	Description
Disrepair	Disrepair is when a property deteriorates due to a landlord's failure to carry out necessary repairs after being made aware of the issue.
Legal Disrepair	Formal legal action taken by a customer against a landlord, alleging that the property is in disrepair and that the landlord has failed to rectify the issues within a reasonable timeframe.
Pre-Action Protocol	The Pre-Action Protocol for Housing Conditions Claims outlines the steps parties must follow before starting court proceedings.
Single Joint Expert (SJE)	An expert witness instructed to prepare a report for the court on behalf of two or more parties involved in a legal proceeding, providing an impartial opinion.

Scott Schedule	A Scott Schedule is a structured document used in legal disputes to clearly outline each party's position on specific issues, involving defects, costs, or allegations.
Cost Draftsman	An appointed independent legal professional to ensure that all legal expenses are reasonable, justified, and accurately documented.

6. Approach to Disrepair Claims

We are committed to resolving disrepair issues in a proactive, fair, and legally compliant manner. Our approach is guided by the following principles:

- **Early Resolution:** We aim to resolve disrepair concerns at the earliest opportunity, ideally before legal action becomes necessary.
- **Legal Compliance:** All disrepair claims will be managed in accordance with the Pre-Action Protocol for Housing Conditions Claims and relevant housing legislation.
- **Evidence-Based Decision Making:** All claims will be assessed based on documented evidence, expert input, and a thorough investigation of the property condition.

7. Proactive Disrepair Identification

We recognise the importance of identifying and addressing disrepair issues before they escalate into formal claims. In addition to responding to customer reports, we will monitor repair trends across our housing stock to detect emerging risks. Stock condition surveys will be used to flag potential disrepair concerns. Repair checks are also be embedded into all "Making Every Visit Count" inspections, ensuring every staff visit contributes to early identification and resolution.

7.1. Data-Driven Monitoring

We will regularly analyse repair request data to identify properties or blocks with a high volume or frequency of repairs. This includes:

- Repeated reports of similar issues.
- High-cost or high-frequency repairs within a short timeframe, or over the period of 1 year.
- Patterns of disrepair across similar property types or locations.

7.2. Targeted Inspections

Where properties are flagged through data analysis, we will:

- Schedule proactive inspections to assess the overall condition of the property.
- Identify underlying or systemic issues that may not have been formally reported.
- Engage with customers to understand any unreported concerns.

7.3. Preventative Action

Following inspection, we will:

- Develop a plan to address any identified disrepair or maintenance risks.
- Prioritise works that could prevent future legal claims or customer harm.
- Update asset management plans to reflect recurring issues or investment needs.

This proactive approach supports our commitment to maintaining safe, high-quality homes and reducing the likelihood of formal disrepair claims.

8. Disrepair Claims

We will manage disrepair claims in accordance with the Pre-Action Protocol for Housing Conditions Claims and any other applicable legal requirements. This includes timely communication, thorough investigation, and appropriate resolution of issues raised.

8.1. Notice of Disrepair

Upon receipt of a Notice of Disrepair, we will ensure that the matter is reviewed by the Senior Surveyor or the Head of Strategic Asset Management. A solicitor will be appointed from our approved legal panel, and a surveyor will be assigned to lead the investigation. This ensures that all claims are handled by qualified professionals with appropriate oversight.

8.2. Acknowledgement of Claim

We will acknowledge all disrepair claims in writing within 20 working days of receipt, in line with the Pre-Action Protocol. The acknowledgement will confirm that the claim is under investigation and will include relevant tenancy and property documentation to support transparency and informed decision-making.

8.3. Investigation

We will inspect the property within 20 working days of the claim being acknowledged, with an additional expert consulted where necessary. A written report will be produced within 10 working days of the inspection, detailing the findings, the extent of disrepair, and a proposed schedule of remedial works. In complex or disputed cases, we may agree to appoint a Single Joint Expert (SJE) in consultation with the customer's legal representative to support impartial resolution.

8.4. Execution of Repairs

Repairs identified through the disrepair claim process will be scheduled and completed promptly, in accordance with the Pre-Action Protocol for Housing Conditions Claims. Once the scope of works has been confirmed whether through agreement, expert report, or Scott Schedule, we will complete the work within the timescales agreed by both parties.

Customers will be kept informed of:

- The nature and scope of the works,
- Expected timelines,
- Any changes to the schedule.

Where repair works pose a health or safety risk or render the property temporarily uninhabitable, suitable temporary accommodation will be arranged for the customer. If a customer declines the offer of temporary accommodation, written guidance will be provided to help them remain safe in the property until the issue is resolved.

Additional support will be made available where specific needs are identified, including for vulnerable customers.

8.5. Post Inspection

Upon completion of the agreed repair works, a post-inspection will be carried out to verify that all works meet the required standards, and that the property is no longer subject to disrepair. Any remaining issues identified during the inspection will be addressed without delay. Photographic evidence will be taken and securely stored to provide a clear record of the completed works and support future audit or legal review.

8.6. Access

Customers will be given reasonable notice for access to their home, except in emergencies where immediate entry is required.

We will:

- Make at least three documented attempts to contact the customer or their representative to arrange access.
- Leave a notice if access is not gained during the agreed timeslot, including contact details and next steps.

- Follow up to offer an alternative appointment.

All correspondence and access attempts will be recorded, including dates, times, and actions taken. If access is not granted after three attempts, the matter will be referred to our legal representatives to support resolution of the disrepair.

9. Disrepair Claim Resolution Routes

9.1. Small Track Claims

Claims where the total value of repairs and any associated damages is under £1,000 will be managed through the small claims track. This route limits the legal costs recoverable by either party, helping to reduce the financial impact of lower-value claims.

9.2. Standard Claims

For claims exceeding the small claims threshold, we will instruct legal representatives to negotiate and agree a settlement where appropriate. A costs draftsman may be appointed to manage and monitor legal expenses, ensuring that all costs are reasonable, necessary, and transparent. This approach supports cost control and reduces the risk of disputes over legal fees.

9.3. Claims Requiring Court Action

Where resolution cannot be achieved through the Pre-Action Protocol, or where we dispute liability and legal proceedings are necessary, the case will be escalated for internal approval. The matter will be presented to the Executive Board, and upon approval, legal representatives will be instructed to prepare and present the case in court. We will ensure that all documentation and evidence are thoroughly prepared and submitted to support our defence. We will only consider this option if it is fully necessary and defensible.

9.3.1. Court Notification

Upon receipt of a court hearing date, we will coordinate with legal representatives to prepare all required documentation. This includes:

- Repair history and photographic evidence,
- Expert reports,
- Records of communication with the customer.

The Senior Surveyor or Head of Strategic Asset Management will be responsible for creating a defence statement, in collaboration with legal counsel. This statement must be reviewed and approved by an Executive Director to ensure it accurately reflects our position.

9.3.2. Judgement

We will comply with any orders issued, including the completion of specified repairs or payment of compensation. We will ensure that all actions are completed within the timeframes set by the court to avoid further legal consequences.

10. Settlement

This section applies to disrepair claims where liability is admitted, either in full or in part, and the matter is resolved without the need for formal court proceedings. Claims requiring court action will be subject to judicial determination, including the assessment of legal costs and compensation, as outlined in Section 9.

Where settlement is appropriate, we will instruct legal representatives to negotiate terms for compensation and legal costs in accordance with the Pre-Action Protocol and internal governance procedures.

10.1. Compensation

Compensation will be determined based on the extent of the disrepair and the impact on the customer. We will instruct our appointed legal representative to review the case in its entirety and advise on what is deemed a reasonable offer.

10.2. Legal Costs

As part of the settlement process, we will consider the customers legal costs where liability is admitted, and the matter is resolved without court proceedings. These costs will be reviewed by our appointed legal representative to ensure they are reasonable, proportionate, and in line with the Pre-Action Protocol.

Where appropriate, a costs draftsman may be instructed to assess the legal costs submitted. Approval for payment of opposing legal fees will follow the same delegated authority process as compensation. Payment will be made within timescales set out within the settlement.

10.3. Deducting Rent Arrears

In cases where the customer has outstanding rent arrears, any compensation and / or legal fees to be awarded may be used to offset these arrears. This will be done in consultation with the customer's legal representative, ensuring transparency regarding any deductions made. The remaining balance, if any, will be paid directly to the customer.

10.4. Approval

Approval for compensation will be sought from the appropriate level of authority in line with the delegated authority matrix. For settlement offers exceeding £10,000, approval must be obtained from two Executive Directors. Where the proposed settlement exceeds £25,000, approval must also be sought from the Chief Executive. In all cases, the submission must clearly outline the case and provide a detailed rationale for the proposed amount.

Level within Organisation	Damages
Chief Exec	£25,000 - £100,000
Two Executive Directors	>£25,000
Executive Directors	>£10,000
Heads of Service / Director	>£5,000
Managers reporting to Heads of Service or Directors	>£2,000

11. Customer Complaints

Where a disrepair claim is submitted alongside a complaint, the complaint will continue where it addresses service-related issues not covered by the legal claim, in line with the Housing Ombudsman's Complaint Handling Code.

Where compensation is awarded through our complaints process in relation to the disrepair issue, the amount may be offset against any claim for compensation and legal costs arising from the formal disrepair process. This ensures that duplicate compensation is avoided and that settlements reflect the totality of the resolution provided.

Any such offset will be clearly documented and communicated to the customer and, where applicable, their legal representative. The rationale for the offset will be included in the settlement documentation, and all relevant records will be updated to reflect the final position.

12. Record Keeping

We will keep clear records of all engagements and repairs initiated in relation to this policy, including records of all correspondence with our customer(s) and any contractors. Throughout the process, we will maintain comprehensive records, including all communications with the customer and legal representatives, inspection reports and findings, repair schedules and completion dates, and any compensation agreements and payments made.

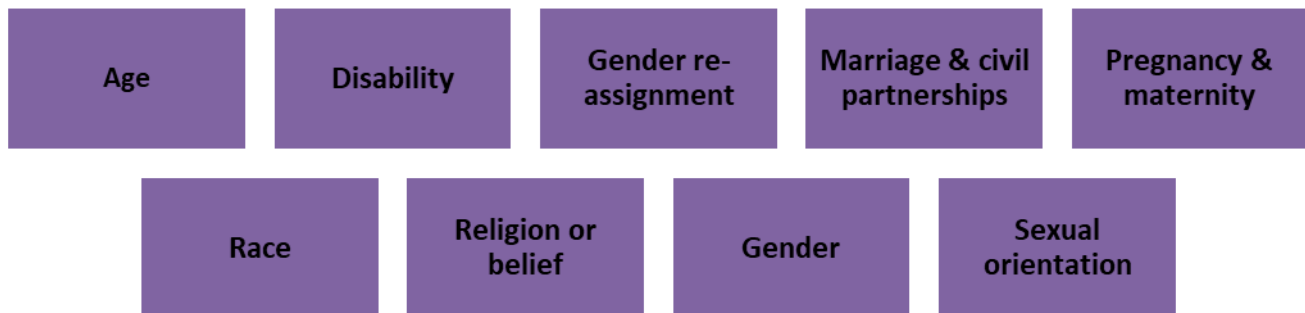
13. Thrives Core Behaviours



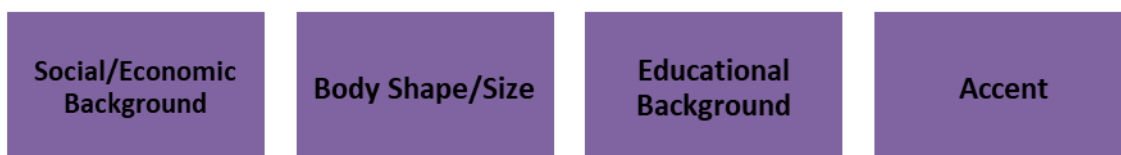
Customers are entitled to hold us accountable if we behave in a manner that isn't in keeping with the statements above. To be clear that doesn't mean we can always deliver exactly what is being sought. but it does mean we demonstrate empathy and provide clarity.

14. Treating Everyone with Respect

This policy has been impact assessed in line with Thrive Homes' obligation to comply with the Equality Act (2010). We aim to design inclusive services, policies and behave in a way that does not discriminate on the grounds of:



While we are not required by law, we seek to ensure we do not discriminate on any basis that is rooted in prejudice, for example we are not influence by:



Every effort will be made to ensure that decisions made reflect this commitment.

15. Other Related Policies and Guidance

This policy links to other policies Thrive has in place, including but not limited to:

- HHSRS Procedure

- D&M Procedure
- Repairs Procedure
- No Access Procedure
- Decant and Repurchase Policy
- Health & Safety Policy

As a business we try hard to keep all these related policies aligned with each other. Anyone spotting inconsistency or contradictory statements, is asked to contact the Author and make concerns known. Supporting us to keep information clear and consistent will always be welcomed.

16. Risk and Assurance

The commitments and intent of this policy is aligned to our Strategic and Risk & Assurance Frameworks, specifically:

Strategic Framework Pillar	Corporate Risk Register
A Fair Deal for Customers	Customer Experience & Engagement Health, Safety & Wellbeing

To ensure we hold ourselves accountable we will on an annual basis assess our adherence to this policy, reporting the assessment of compliance to the appropriate business forum.

Compliance will also be assessed on a regular basis through our external and internal audit programme.

17. Policy Review & Approval

As this policy is a core component of how Thrive manages its business the document will be evaluated by the BR&G Forum. BR&G Committee as part of the review and approval process.

18. Support and Further Guidance

This policy has been drafted with input from colleagues across Thrive. Any concerns on how to interpret or follow its requirements, can be raised with members of the Property Services Team.

Colleagues, Board Members and third parties have a responsibility to work in a way that's consistent with the expectations set out in the policy and its implied intent. Should anyone witness or become aware of activities that undermine or conflict with the intention this policy please alert a member of the Governance Team, or any member of the leadership team as soon as possible.