Session 2B

Housing Disrepair Rights: Strengthening Accountability and Tenant Protections

Speakers:

Josephine Morton, Brabners Solicitors

Joanne Scarlett, The Riverside Group Limited

Amanda Trent, The Riverside Group Limited

Chaired by: Ian Gardner, Wolverhampton Home

Room: Room D

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What is housing disrepair?

Housing disrepair occurs when there is deterioration i.e. when part of the building is in a worse condition than it was at some earlier time.

Common examples:

Damp walls causing degraded plaster

Broken tap

Slipped roof tiles

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Regulatory framework

Decant Homes Standard – sets the minimum quality requirements for social housing, they must be weather-proof, warm, free from serious disrepair and of a reasonable state of repair.

Consumer Standard (Safety and Quality Standard) – requires social landlords to provide safe and good-quality homes for their customers, along with good-quality services.

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Legal framework

Statutory obligations: –

- Section 11 Landlord and Tenant Act 1985.
- Section 9A Landlord and Tenant Act 1985 inserted by the Homes (Fitness for Human Habitation) Act 2018.
- Section 4 Defective Premises Act 1972.
- Awaab’s Law provisions within the Social Housing (Regulation) Act 2023.

Pre-Action Protocol for Housing Conditions Claim – compliance required where legal claim is received.

Contractual obligations: – set out under the tenancy agreement.

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Legal framework continued

Section 11 Landlord and Tenant Act 1985

- Implies various repairing obligations on landlords.
- Landlord must repair the structure and exterior of building, as well as installations for the supply of water, gas , electricity, sanitation, heating and hot water, such as boilers, and pipes.

Section 9A Landlord and Tenant Act 1985 inserted by the Homes (Fitness for Human Habitation) Act 2018.

- Requires landlords to ensure a dwelling they let out is fit for human habitation.
- Requires landlords to act on issues which can affect a customer's health or wellbeing, in a timely manner.
- A property is unfit for habitation if it is not reasonably suitable for occupation because of a defect relating to:

damp / stability / ventilation / water supply / natural lighting

repairs / drainage and sanitary conditions / internal arrangement

facilities for preparing food or disposal of wastewater

a hazard under the Housing Health and Safety Rating System

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Legal framework continued

Section 4 Defective Premises Act 1972

- imposes a duty of care on landlords and those involved with constructing or working on a dwelling.
- Landlord is in breach of their duty of care if they know or ought to know about a relevant defect and fail to rectify it; and
- The customer suffers personal injury or property damage because of a relevant defect.
- Relevant defect = disrepair which the landlord is responsible for correcting.

Awaab's Law provisions within the Social Housing (Regulation) Act 2023

- New Law that came into force on 27 October 2025.
- Requires landlords to fix all emergency hazards (except for overcrowding) and any significant damp and mould hazards issues within strict timeframes.
- Emergency hazards - Landlord must investigate and complete any relevant safety works within 24 hours.
- Significant hazards – Landlords must investigate within 10 working days from when it becomes aware of the potential hazard and carry out safety work within 5 working days.
- Provide written findings to tenants within 3 working days of any investigation concluding.
- Complete works satisfactorily within a reasonable period.
- Secure suitable alternative accommodation (at the landlord's expense) if hazards cannot be resolved within the required time frames.

Housing
Ombudsman Service

Housing Ombudsman

- Spotlight report on damp and mould (it's not lifestyle) - October 2021.
- Follow up to the report outlining data, lessons learned and tips on dealing with damp and mould - February 2023.
- Learning from severe maladministration report - October 2025.

Where do landlords continue to go wrong?:

- Fail to consider vulnerabilities in the household.
- Delays in both inspecting complaints and resolving damp and mould.
- Fail to make clear appointments for customer.

SRA Principles

Solicitors must act:

- In the best interests of each client
- In a way that upholds the constitutional principle of the rule of law, and the proper administration of justice
- In a way that upholds public trust and confidence in the solicitors' profession and in legal services provided by authorised persons
- With independence
- With honesty
- With integrity
- In a way that encourages equality, diversity and inclusion

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Do we always see this in practice?

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Misrepresentation

"We opened the door to them because they said they were from [Landlord]"

Acting without authority

"This is [tenant], I've messaged and emailed several times that I do not want to continue with the claim can you please cancel it, I've been saying this for the past few months…"

Deceased tenant

A firm of solicitors acting for 6 months after the tenant had passed away.

Taking advantage

- Landlord received a letter of claim from one firm of solicitors acting for 6 tenants in a block of 7 flats.
- All claims received the same day.
- None of the tenants spoke English.
- All letters listing the same defects (including in relation to gutters and roof repairs for a ground floor flat).
- No prior notice of any defect in any claim (and no liability).

News release

SRA issues warning notice on unsolicited approaches and cold calling

19 December 2024

We have issued a warning to law firms, especially those engaged in high volume claims work, about prohibited marketing practices, such as cold calling, door knocking and directly targeted online messaging.

The notice comes following concerns raised in reports made to us and through our proactive work, regarding law firms recruiting new clients by targeting them with unsolicited approaches.

One particular area of concern is that not all firms are meeting their obligations to ensure that third parties they work with, such as claims management companies or lead generators, are not using tactics to recruit clients which they would not be allowed to employ.

We are also warning law firms to make sure marketing and recruitment materials used to attract clients do not have the potential to mislead consumers.

In particular, when marketing the benefits of 'no win, no fee' agreements, firms need to make sure they are clear that the agreements are not necessarily risk-free. And that consumers are aware of the scenarios where they may become liable for costs. We are concerned by recent cases where consumers have been faced with large, unexpected costs – for instance, where the firm has not fulfilled the terms of the after the event insurance policies and the insurance has then not covered the costs of bringing the claim.

Open call for evidence

Housing disrepair claims

Published 4 December 2025

In housing disrepair, and other types of cases, organisations such as claims management companies sometimes seek out people who might be able to make a legal claim so they can pass those claims on to law firms and earn a referral fee. Some solicitors also directly seek out individuals who might be able to make a claim. Claims management can play a valuable role in connecting tenants with legal remedies. ***However, we are aware that there may be cases where unscrupulous activity is resulting in vulnerable tenants being exploited.***

We want to gather evidence to understand more about the role and impact of claims management activity in redress for housing disrepair issues.

- Take the solicitors and / or claims management company to task.
- Make a report to the SRA.
- Empower your tenants: Offer guidance.
- Be proactive: Ensure your tenants know how to contact you!
- Respond to the Government’s call for evidence by 12th February: https://consult.communities.gov.uk/social-housing-quality/claims-management-activity-in-housing-disrepair/
- Think outside the box: how can you help your tenants?

Workshop 2B

Alternative Dispute Resolution- Rebuilding Customer Trust

Speaker:

Joanne Scarlett, The Riverside Group Limited

Amanda Trent, The Riverside Group Limited

Chaired by: Ian Gardner, Wolverhampton Homes

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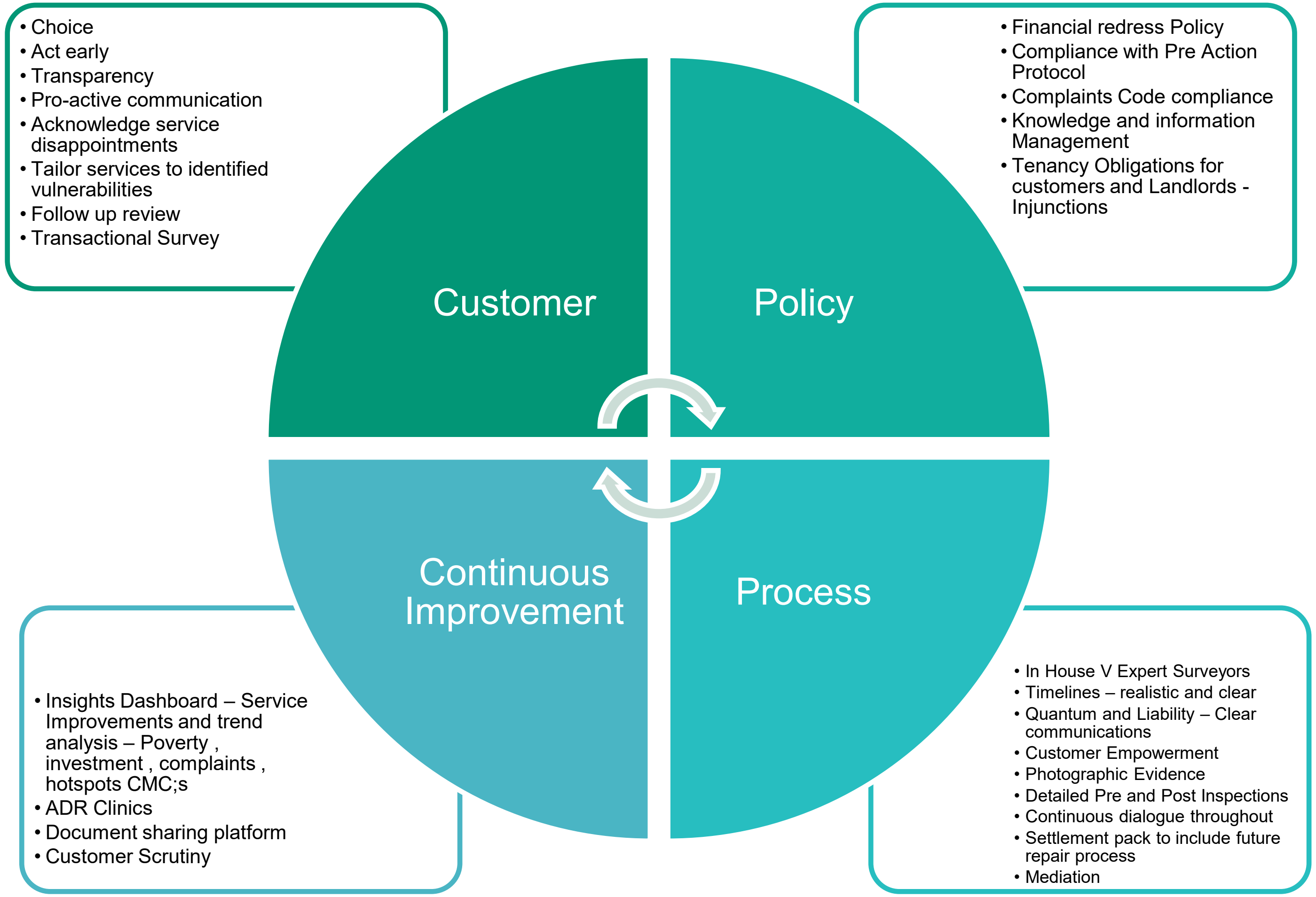
Influencing and Best Practice

- ❖ Influencing work via Future Homes Consortium on CMC fee cap
- ➢ Undefined level of cash leakage from the housing sector
- ➢ High-pressure tactics from lead generators and cost building by CMC solicitors to increase profit margin
- ➢ 1 March 2022 financial services cap protects against excessive charges and better reflects the service customers receive
- ➢ TRG example:
  - ➢ Customer financial redress average £3-3.5k
  - ➢ Average £7-7.5k legal fees per case
  - ➢ Current claim rate 0.7% = £4m legal fee liability
  - ➢ Potential saving £5k per case = £2.6m

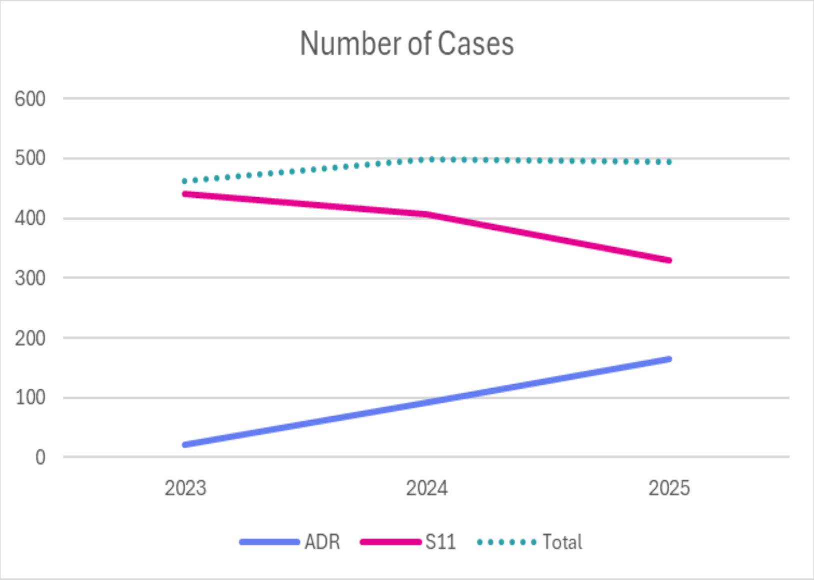
How much you're awarded	Maximum % you can be charged	Maximum fee you can be charged
£1 to £1,499	30%	£420
£1,500 to £9,999	28%	£2,500
£10,000 to £24,999	25%	£5,000
£25,000 to £49,999	20%	£7,500
£50,000+	15%	£10,000

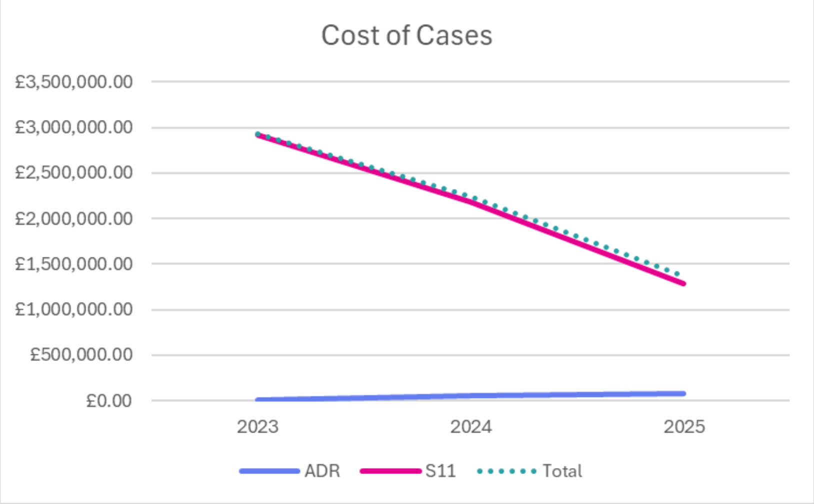
- ❖ Benchmarking across Future Homes Consortium
- ❖ Reporting poor practice to NHF and SRA
- ❖ Partnership with Echelon to create ADR Best Practice Group

Principles of ADR



Case volumes V Cost benefits (Dec 2023 – Dec 2025)





No of Cases	ADR	S11	Total
2023	21	441	462
2024	92	406	498
2025	165	329	494

- Volume of new cases remain static
- Conversion rate KPI (25/26) set at 50%, YTD 67%
- ADR conversion rates increased with resource investment, improving skill, knowledge and behaviours.
- ADR cases – In-house expert, in-house legal representative and no claimants' solicitors

£	ADR	S11	Total
2023	£9,247	£2,922,429	£2,931,676
2024	£52,419	£2,186,728	£2,239,147
2025	£79,519	£1,289,141	£1,368,660

- Overall spend reducing each year
- 278 ADR cases converted; 23% resulted in £0 costs or compensation, defending TRG liability
- As legacy cases remain under S11 negotiations costs will still be incurred as new cases convert
- 3 ADR cases for 2025 have progressed to court; with legal costs amounting to £3000 in total for Pre Action Disclosure, however, as works completed and customer offer made, no court orders issued.
- Average cost per ADR case £500 v S11 case £6834

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Learning

Average timescales	ADR working days	S11 working days
2023	122	380
2024	137	233
2025	55	141

- End to end timescales reducing – dedicated team and SME's
- Improved CSAT
- Insight informs learning for wider repairs service including previous complaints or misdiagnosis.
- Reports shared directly with customers with transparent Quantum & Liability for ADR cases
- ADR - 0 escalations to the Housing Ombudsman, <10% resulting in Stage 2 Complaint for compensation negotiation

- Training for Technical team on report writing – Moving to inhouse expert
- Push back from customers solicitors – e.g. Pre-Action Disclosure applications - Lessons from each case result in process revision. TRG continue to provide robust defence positions.
- Disclosure report simplified to improve customer accessibility
- Immediate access for pre inspection – developing video remote access for initial call
- Bespoke case management system for tracking and insight
- Continuous Improvement - process revisions as barriers are identified

Case Study: Acknowledgement 3 days, Resolution 10 days, Remediation 68 days

LOC received 21 July

Front & rear doors -drafts and water penetration.

Hall & kitchen - Damp to walls, flooring and damaged decoration.

Living room - Damp to bay window and chimney breast, degraded plaster and damaged decoration.

Pre-inspection appt scheduled with surveyor.

First contact

22 July

Offer accepted but was sceptical due to failed promises and numerous repairs. Form of Authority discussed**.**

Pre Inspection 22 July

Doors to be replaced.

Kitchen floor damaged **agreed reimbursement**.

No damp & mould present- **defect liability denied**.

Additional defect identified - rear gutter joint to be re-made and sealed

Form of Authority signed.

Special requirements

Asked customer to obtain 2 quotes for flooring, due to the shade needed as not available via Riverside contractor.

Opposing solicitor

Pushback email received following ADR notification from TRG. Shared Form of Authority and advised we would only communicate with customer on this issue.

Resolution Letter 30 July

Outlined agreed resolution and repairs including work start and end dates: 12 Aug-16 Oct. Arranged for contractor to show style choices for doors.

Post Inspection 26 Sept

Marked as a pass and customer confirmed she was happy with the repairs.

Financial Redress

£1,702 for damaged flooring.

Customer feedback:

"Thank you so much for all you have done to help me. I can't thank you enough and this means a lot"

Next Steps

- Working Group – decision makers, frequency, location
- Policies, processes and skill requirements
- Training
- Sharing knowledge and developing practice for
  - Group class actions
  - CMC tactics
  - Impact of Awaab’s Law
  - Success
- Collating evidence of poor CMC practice
  - SRA referral
  - NHF sector impact

Thank you.

See you at the
next conference!

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