

Awaab's Law Consultation – Summary of Proposals and Associated Questions

Curo Places Response to Consultation launched on 9 January 2024

Date of Response: 4 March 2024

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We have provided an email response as it is our view that the proposals are not answered as easily as 'Yes/No'. whilst we support most of the proposals, we have offered additional information for you to consider with our response.

This approach was not possible using the online consultation tool.

Demographic questions

Question 1. In which capacity are you completing these questions?

- private registered provider of social housing

Question 2. If responding on behalf of an organisation, please specify which organisation:

- Curo Places Limited

Question 3. Social landlords only: where are the properties you manage primarily based?

- South West

Question 4. Social landlords only: How many rental properties do you manage?

- 10,000-19,999

Overview

The consultation is seeking views on how Awaab's Law (AL), should be implemented, specifically regarding timescales for investigations and repairs.

AL proposes to investigate the causes of damp and mould (D & M), within 14 days of complaints being made; provide residents with an investigation findings report within 48 hours of the inspection; and begin works on site within a further seven days.

The government also proposes that AL should take into account the 29 (soon to be reduced to 21) HHSRS hazards. Under the Homes (Fit for Human Habitation) Act 2018, if a landlord is made aware of a hazard that makes a home not fit to live in, they have a duty to rectify any problems within a reasonable amount of time (this is not specified). The proposal is to define hazards in the scope of AL as those that pose a 'significant risk to the health and safety (H & S) of the resident of the dwelling'. This means that a hazard does not have to be a CAT 1 level to be in the scope of AL.

Q1. Do you agree that AL should apply to all HHSRS hazards not just D & M?

AL should consider all HHSRS hazards but take into account the seriousness of the hazard when setting timescales for landlords to address the problem, affording greater time for the least harmful hazards to be resolved.

Q.2 Do you agree the right threshold for hazards in scope of AL are those that could pose a significant risk to the Health and/or safety of the resident?

Yes, however not having a clear definition and relying on Housing Providers to make subjective assessments of both tenant and risk leaves this at risk of differing standards across the sector.

We would need to see HHSRS assessments undertaken by Environmental Health departments aligned to ensure Landlords are not working to two differing standards and response requirements.

Q.3 If you have answered no to any of the questions, please provide an explanation (with evidence if possible) and/or an alternative suggestion

Proposal One – Initial Investigations of Initial Hazards

Investigate causes of D & M within 14 calendar days of reporting, (including all HHSRS hazards).

The point at which the landlord becomes aware of a potential hazard (whether through external or internal reporting), is the point at which legal obligations under AL kicks in. Landlords should log all reports of potential hazards appropriately and make sure they keep a record. The investigation must sufficiently determine whether there is a hazard and if so, the level of risk to the H & S of the residents. So, landlords will need to ensure that the person investigating has the right skills to be able to make the right determination. Landlords will not be expected to physically inspect all properties where there is a potential hazard to ascertain if there is one. Modern tech allows for info sharing e.g., videos, photos, which can facilitate remote investigations in some circumstances.

If a hazard is affecting or likely to affect the H & S of a resident, it is within the scope of AL. If a landlord is unable to determine if the hazard poses a significant risk, it must take the cautious approach.

Where there is medical support e.g., a Dr's letter, landlords have seven days to begin work to a property if there is thinking that there is significant risk to H & S.

Q.4 Do you agree with the proposal that landlords should have 14 calendar days to investigate hazards?

Yes, agree with the proposal with a caveat for cases where the tenant does not grant access within the proposed timescale. This may be particularly the case where a tenant has already submitted a disrepair claim via a solicitor who advocates for non-access.

Q.5 Do you agree that medical evidence should not be required for an investigation?

Yes, agree with the proposal not to insist upon medical evidence to begin an investigation.

Q.6 As per Q.3

Proposal Two – Written Summaries of Investigation Findings

Proposal is for residents to be provided within two days of the investigation, with a written summary of the investigation findings that includes the details of any identified hazards and (if applicable) next steps, including an anticipated timeline for the repair and a schedule of works. The report must contain:

- How and when the investigation was conducted and the job title of the investigator
- Any follow up investigations and if so, when will they take place
- If a hazard was found, if so, what was it?
- Whether the hazard is likely to pose a significant risk to the H & S of a resident
- If it does pose a risk:
 - (If applicable) what temporary repairs are needed to make the property safe until the problem can be permanently rectified
 - What will be done to permanently rectify the problem and likely timescales for this
 - How to contact landlords with queries

If the investigation identifies a hazard that poses a significant risk, then proposed separate and shorter timescales will apply.

Landlords will NOT be required to provide a written summary ahead of completing repair work when addressing emergency hazards. Where temp. measures have been put in place or where residents have been decanted, landlords will be expected to issue a written summary to the resident to ensure they understand the issues in the home, what will be the permanent fix and the likely timescales. The written summary can be electronic.

If a hazard is not identified, landlords still have to provide residents with a written summary which should detail how the investigation was conducted, how conclusion of no hazard was reached, to assure them they are safe. Also, if a hazard is found but is not within the scope of AL, need to explain why and proposed next steps.

If within 48 hours of investigation we're not able to set out full details of wider repairs work but only temp. repairs, we should inform residents of when they can expect the full schedule of works.

Q.7 Do you agree with the proposals for landlords to provide written summary to residents of the investigation findings?

Yes, with a caveat that in cases of potential structural damp and mould the tenants should be told that the causes identified through the initial inspection could change if further investigation is required.

Also, what considerations would be given where tenants cannot read?

Q.8 Do you agree with the minimum requirements for info to be in the report?

Yes but with the caveat in Q.7 above.

Q.9 Do you agree landlords should have 48 hours to provide the report?

A surveyor has a full and varied workload; this could work if there is ability to complete the inspection digitally; although it is not a given that the tenant has a digital footprint to accept an electronic report. However, if the surveyor does not have this ability a 48-hour turnaround could be difficult and implausible. Would

account be taken of sickness that could impact the proposed deadline? Where a hazard is not found, then the required report should not have to meet the 48-hour turnaround.

It would also be unreasonable to expect a 48-hour turnaround for any investigations undertaken at the end of a working week; a Friday for example (on the understanding we are working to calendar days and not working days based on the 14 calendar day expectations with regards investigations).

Q.10 As per Q.3

Proposal Three – Beginning Repairs Works

Where a reported hazard is identified as a significant risk, repairs must start within seven calendar days of the report summary being issued. Beginning repair work entails a worker being physically on site starting the repair work.

In some situations, a phased approach to works is needed in cases of more complex works e.g., structural damp.

Q.11 Do you agree with the proposal that if an investigation finds a significant hazard, repairs must begin within seven days of the report being concluded?

Agree with proposal but needs to consider caveats including tenant access and the availability of specialist contractors if the latter is required. We have a portfolio of historic properties that often require specialist damp and mould contractors if the cause is structural.

If as we understand, removing the immediate cause of significant concern within 7 days (through a specialist clean/removal of high-risk damp or mould spores) with follow on work to be completed being an acceptable approach, we would support this.

However, as our response to Q. 4 refers, we would need residents to provide access in order for us to meet these timescales.

Q.12 Do you agree that in instances of D & M we should take action to remove the spores asap?

Yes

Q.13 Do you agree with the proposed interpretation of 'begin the repair works'

Agree with the definition of 'begin' but believe that 'repair works' needs some more thought and description to avoid interpretation.

Factors to take into consideration are: (1) availability of suitable contractors and (2) the fact that some damp and mould cases it can be really hard to identify the cause and resolve. What if the initial inspections recommend that further/more advanced testing or investigations are required? Would those count as 'works'? We would argue that they would.

Q.14 As per Q.3

Proposal Four – Completing Repair Works

Landlords must satisfactorily complete repair works within a reasonable time period and residents must be informed of the time period and their needs must be considered. Reasonable time period = repairs should not be unreasonably delayed, and evidence should be provided where delays to repairs are necessary. Future planned programmes cannot substitute works needed to address hazards which must be prioritised.

Timescales for completion should reflect the nature of the problem and take into account such things as the time of year. They should be proportionate to the scale of the repair and consider the needs of the residents e.g., elderly/disabled.

Q.15 Do you agree that we must satisfactorily complete repair works within a reasonable time period of which the tenant is informed, and their needs considered?

Whilst we agree with repairs being completed satisfactorily in a reasonable time period, we would ask for further clarity on what is meant by this proposal, in particular 'reasonable time period'? We agree that the needs of the customer should be considered as well as other factors. However, we would ask that further consideration to be given to the issue of planned programmes. If an identified hazard is a low-level risk, it may be more cost effective to undertake it as part of a planned programme with the tenant's agreement. It may also lessen the disruption that a one-off case may have on other occupants in a block. For any works required to blocks, consideration should be given to any works required to the structure of the building such as cavity, window replacements, roof replacements etc. where leaseholders would be required to contribute to the cost of the works. Bringing forward any works required to blocks could have a significant detrimental impact on leaseholders' finances and their sinking funds. So far, the consultation is quiet on this area, and we would welcome further consideration to this.

Q.16 As per Q.3

Proposal Five – Timescales for Emergency Repairs

Emergency repairs must be actioned as soon as practicable and, in any event, within 24 hours.

Hazards warranting emergency repairs are those that represent a significant and imminent risk of harm e.g.:

- Gas leaks
- Broken boilers
- Lack of water supply
- Electrical hazards such as exposed wiring
- Significant leaks
- Broken external doors or windows that represent a risk to home security
- Prevalent D & M that is impacting a resident's ability to breathe

Q.17 Do you agree that timescales for emergency repairs should be set out in legislation?

Yes, as it gives consistency, holds landlords to account and tenants have a point of reference. However, the legislation should also take account of non-access issues by the tenant, or if the access permissions are in the hands of a third party e.g., police following an incident.

Q.18 Do you agree that Landlords should be required by law to action emergency repairs as soon as is practicable and in 24 hours?

Yes, as this is common practice already across the sector. Again, with a caveat in relation to non-access issues.

Q.19 As per Q.3

Proposal Six – Decanting if the Property cannot be made Safe Immediately

If an investigation identifies a hazard that poses a significant/significant and imminent risk of harm and danger, and the property cannot be made safe within the specified timescales of AL, the Landlord must arrange suitable alternative accommodation until it is safe to return. Landlords can use temp. measures to stay safe. Suitable accommodation could include voids or hotels. If a resident does not want to move, the Landlords must provide them with clear info on how to keep themselves safe ahead of the hazard being addressed, including if it is the landlord's judgement it is not possible to do so. If this is the case landlords will need to keep records of their correspondence with residents offering them suitable alternative accommodation.

Q.20 Do you agree that landlords should arrange for residents to stay in temporary accommodation (at the landlord's expense) if the property can't be made safe within the specified timescales?

Yes, but the first consideration should be if the tenant could stay with family if it is possible, reasonable and practicable. If it is not, then landlords should offer temporary accommodation in cases that meet the threshold of significant and/or imminent danger. There should also be parameters set around suitable offers – a tenant should not be able to refuse alternative accommodation if it is suitable and meets their needs. There should also be a limit on the number of offers to a tenant if they are suitable. If the tenant refuses suitable offers, then the responsibility on the landlord to offer alternative accommodation should stop. There also needs to be recognition that there may not be any alternative accommodation to offer. This is especially true of hotels in places which have a large tourist footprint and the time of year.

Q.21 As per Q.3

Proposal Seven – Record Keeping

Landlords are expected to keep clear records of all attempts to comply with the proposals, including records of all correspondence with the residents and any contractors. If the landlord makes all reasonable attempts to comply with the timescales but is unable to do so for reasons genuinely beyond their control, they will be expected to provide a record of the reasons that prevented them from doing so. This is so where they fail to comply with the time limits for reasons beyond their control, they can defend themselves where residents choose to take legal action.

Where access is denied to conduct an investigation or carry out repairs, the following actions would be taken to constitute reasonable attempts for access:

- Landlords must make at least three attempts to contact the resident and arrange a suitable time to access the property
- Landlords must work with the resident to arrange a suitable time to visit the property' Landlords should offer timeslots for residents to choose from and should take into consideration residents' needs e.g., their working pattern when offering time slots
- If the landlord attends at the agreed time slot but the resident is not there, landlords should leave a note, contact and arrange an alternative time slot
- Landlords will not be expected to make more than three attempts to access the property within agreed time slots, but records of contact are required.

If a resident is unable or unwilling to provide access within timescales, landlords will not be in breach of AL, but they will be expected to do everything to get the work done to try and comply with the timescales e.g. still provide a report within two days of the inspection and start work within seven days of this.

If a delay is due to shortage of materials or labour, the landlord must keep the resident updated on any delays and record all contact. Landlords should also keep records of all attempts to source materials/labour. In the meantime, they must take any temp. measures to make the property safe or offer alternative accommodation.

Q.22 Do you agree that AL regulations should include provisions for a defence if landlords have taken all reasonable steps to comply with timeframes but cannot as it is beyond their control?

We agree with the proposal, however, it is our view that it would be better to have explicit carve-outs from the above requirements, rather than relying on having to defend ourselves in legal proceedings. The latter is a waste of time and money (ours and customers).

We also need to consider the risks to our colleagues through dangerous dogs, behaviours etc. Consideration needs to be given to how we record this information in the event that this would prevent us from completing investigations or works within the prescribed timescales.

Costs

The Government considers that the additional cost of implementing AL will be minimal as landlords should already be doing these things!

Q.24 Do you agree with the proposals 1, 3, 4, 5, 6 assessment that they will create small net additional net costs to the sector?

Proposals 1, 3, 5 we agree with the assessment that this should bring minimal additional costs. We already prioritise our investigations on higher risk damp reports. We already produce an automated report following a damp and mould investigation (form will require some modification to comply) and we respond to all emergency repairs within 24 hours. These proposals should have a minimal cost impact.

Proposal 4 currently is far too broad to be able to effectively estimate a cost impact. Our response to Q.15 refers. Bringing forward planned works earlier than planned could cost thousands, hundreds of thousands of pounds at a time. Again, the consultation is quiet on the impact on leaseholders and the cost impact on them.

It is impossible to quantify the cost impact of Proposal 6 – this is a growing cost to us. Whilst awareness is growing in the sector both amongst residents and landlords, temporary decants of households is becoming more common. However, currently we experience residents refusing offers of alternative accommodation until they receive an offer of something that appears desirable rather than sufficiently meeting needs.

Q.25 If not please provide additional information

N/A

Q.26 Do you agree with the net additional costs of Proposal Two (sending summaries)?

We already produce an automated report following a damp and mould investigation (form will require some modification to comply with some of the requirements to comply). Some additional data collection fields will be required to be included that will provide some of the additional information required.

Q.27 As per Q.25

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