Housing Health & Safety Rating System Policy

Policy Owner:	Director of Assurance & Compliance
Policy No:	CHI-POL-223
Version No:	001
Approval by:	• ARC • EMT
Date of Approval:	April 2026
Next Review Date:	April 2027

Version	Date of Changes	Changes made
001	27/04/2026	New policy

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1. Policy Objective

This policy sets out Watford Community Housing Trust, trading as Chime Housing (hereafter referred to as "Chime Housing") approach to maintaining safe, decent and warm homes.

2. Legislative & Regulatory Requirements

This policy has been developed in response to the legal requirements under the Social Housing (Regulation) Act 2023, commonly referred to as Awaab's Law, which comes into force on 27 October 2025. It ensures a coordinated and comprehensive approach to addressing Housing Health and Safety Rating System (HHSRS) hazards.

3. Scope

This policy applies to all homes owned and managed by Chime Housing where we have responsibility for repairs and maintenance, irrespective of tenure. It does **not** apply to:

- Long leasehold or owner-occupied homes
- Shared ownership and other low-cost home ownership properties
- Temporary or supported accommodation occupied under a licence
- Hazards resulting from a breach of contract by the customer, including deliberate damage or unauthorised alterations

Leaseholders and Shared Owners are responsible for repairs within their demised premises, as outlined in their individual lease agreements. If the issue is in a communal area or is a structural building defect, we are responsible for the repairs in line with the corresponding lease.

Hazards that pose a significant risk to the health or safety of the customer within the affected home are within scope of Awaab's Law. Chime Housing is responsible determining whether a hazard poses a significant risk to a customer(s) health or safety.

This policy has been developed to ensure full compliance with all Housing Health and Safety Rating System (HHSRS) hazards falling within the scope of Awaab's Law, including those introduced through its phased implementation from October 2025 onwards. This policy is supported by our HHSRS procedure.

4. Overview

Under this policy, hazards are triaged into three distinct categories:

- Emergency Hazards – those posing an imminent and significant risk of harm, requiring action within 24 hours.
- Significant Hazards – those posing a serious but non-imminent risk, requiring investigation within 10 working days and safety works within 5 working days.
- No Significant Hazards – those that do not pose a serious threat to health or safety and are managed under standard repair timescales.

This triage system is based on the actual impact on the current occupants of the property, considering their health, vulnerabilities, and exposure to the hazard. It ensures that decisions are made in real time, based on the conditions as they exist today, and prioritises action where harm is already occurring or likely to occur imminently.

This approach differs from a formal HHSRS assessment, which is a predictive model designed to assess the likelihood and severity of harm over a 12-month period, including consideration of future occupants who may live in the property.

We continue to utilise the Housing Health and Safety Rating System (HHSRS) as a technical framework for assessing hazards. HHSRS assessments are carried out by qualified surveyors and remain essential for ensuring consistency, professional judgement, and regulatory compliance.

By combining the immediacy of Awaab's Law with the rigour of HHSRS, this policy ensures that our response to hazards is both legally compliant and customer-focused, prioritising health, safety, and wellbeing in every home we manage.

5. Definitions

Term	Definition
HHSRS (Housing Health and Safety Rating System) Hazard	The risk-based evaluation tool used to assess potential hazards in residential properties, as defined under the Housing Act 2004.
Emergency Hazard	An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the tenant in the social home. An 'imminent and significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable social landlord with the relevant knowledge would take steps to make safe within 24 hours.
Significant Hazard	A 'significant hazard' is one that poses a 'significant risk of harm' to the health or safety of a tenant of the social home. A 'significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency'. Landlords must investigate within 10 working days, complete make-safe works within 5 working days, and ensure all other works are started within 12 weeks of the original report.
No Significant Risk	A hazard that does not pose a serious threat to health or safety and would not require urgent action by a reasonable social landlord. These hazards are outside the scope of this policy.

6. Timescales to Respond to HHRSRS Hazards

Our responsibilities outlined within this document can be broadly categorised into 4 steps:

- Notification
- Investigation
- Remedial works
- Monitoring

6.1 Notification

When we are made aware of a potential hazard, it will be logged on our systems with sufficient detail to support initial assessment. The date of notification is classed as Day 0, and all timeframes within this policy begin from this point. Day 1 commences on the following working day.

An initial triage will be carried out to determine whether the hazard presents an imminent and significant risk of harm. If so, it will be treated as an emergency hazard and investigated, with emergency work completed within 24 hours (see section 6.3.1).

Such circumstances could include:

- gas leaks
- lack of water supply
- prevalent damp and mould that is impacting a resident's ability to breathe

All other hazards will be investigated within 10 working days to assess their significance and determine the appropriate course of action.

6.2 Proactive Notification

In addition to customer notifications, we will be proactive in our identification of HHSRS hazards through our 'Making Every Visit Count' (MEVC) programme, stock condition surveys and other inspections.

All identifications of potential hazards will be treated as notifications, triggering the triage process outlined in this policy. Formal investigation will follow based on the outcome of that triage.

6.3 Investigation

We may undertake one or more types of investigations in response to a notification of a potential hazard. The type of investigation will be determined through initial triage and aligned with the nature and urgency of the issue reported.

The investigation process is dynamic and may evolve based on the complexity of the case, the outcome of earlier assessments, or additional information provided by the resident. Each investigation will aim to determine whether a hazard exists and, if so, assess the level of risk it poses to the health or safety of the resident.

Investigations may be carried out remotely or in person, and it is possible that multiple investigation types will be required to fully assess and resolve a single case.

All investigations will be carried out by individuals with the appropriate skills, knowledge, and experience to make an informed and accurate assessment.

This policy recognises four types of investigation:

- Emergency Investigation
- Standard Investigation
- Renewed Investigation
- Further Investigation

6.4 Emergency Investigation

Where a hazard is identified as posing an imminent and significant risk of harm, we will carry out an emergency investigation within 24 hours of notification. This will involve an on-site inspection to assess the urgency and severity of the risk.

The investigation will determine whether immediate action is required to make the property safe.

6.5 Standard Investigation

When we are notified of a potential hazard, that is not deemed as an emergency repair, we will investigate within 10 working days. This may be through a physical inspection, desktop inspection with the aid of photographs and/or videos or remote inspection via phone or video call.

The investigation will sufficiently determine whether there is a hazard, and if so, the level of risk to our customer(s)' health or safety.

6.6 Renewed Investigation

Where a desktop, or remote assessment is undertaken, the customer has the right to request a 'renewed' in-person investigation if they feel the initial assessment did not fully identify the hazard or associated risks. In such cases, we will carry out an in-person investigation within 10 working days of the request being made.

6.7 Further Investigation

In some cases, additional investigation may be required following an initial or renewed assessment—for example, where the situation has changed, new evidence has emerged, or specialist input is needed.

Further investigations will be carried out as necessary to ensure a full and accurate assessment of the hazard and its impact. These may include follow-up inspections, technical assessments, or consultation with qualified professionals. Timeframes will be determined based on the nature and urgency of the issue.

6.8 Determining Risk

When determining if a hazard poses significant risk to health or safety, we will consider both the severity of the hazard, the needs of customer(s) and how they are affected by the hazard.

There may be instances where a particular customer is at a greater risk from hazardous conditions, for example a customer with a respiratory condition may be at greater risk from a home affected by damp and mould.

To determine whether a hazard poses a significant risk we will utilise a range of available information including HHSRS guidance, information about customers' vulnerability or age, and other available guidance such as the consolidated guidance from Department of Health and Social Care (DHSC) and Department for Levelling Up, Housing and Communities (DLUHC) on health risks in housing (Understanding and addressing the health risks of damp and mould in the home). Where we receive evidence from third parties - for example from registered healthcare providers, social workers, or schools – we will also factor this into our assessment.

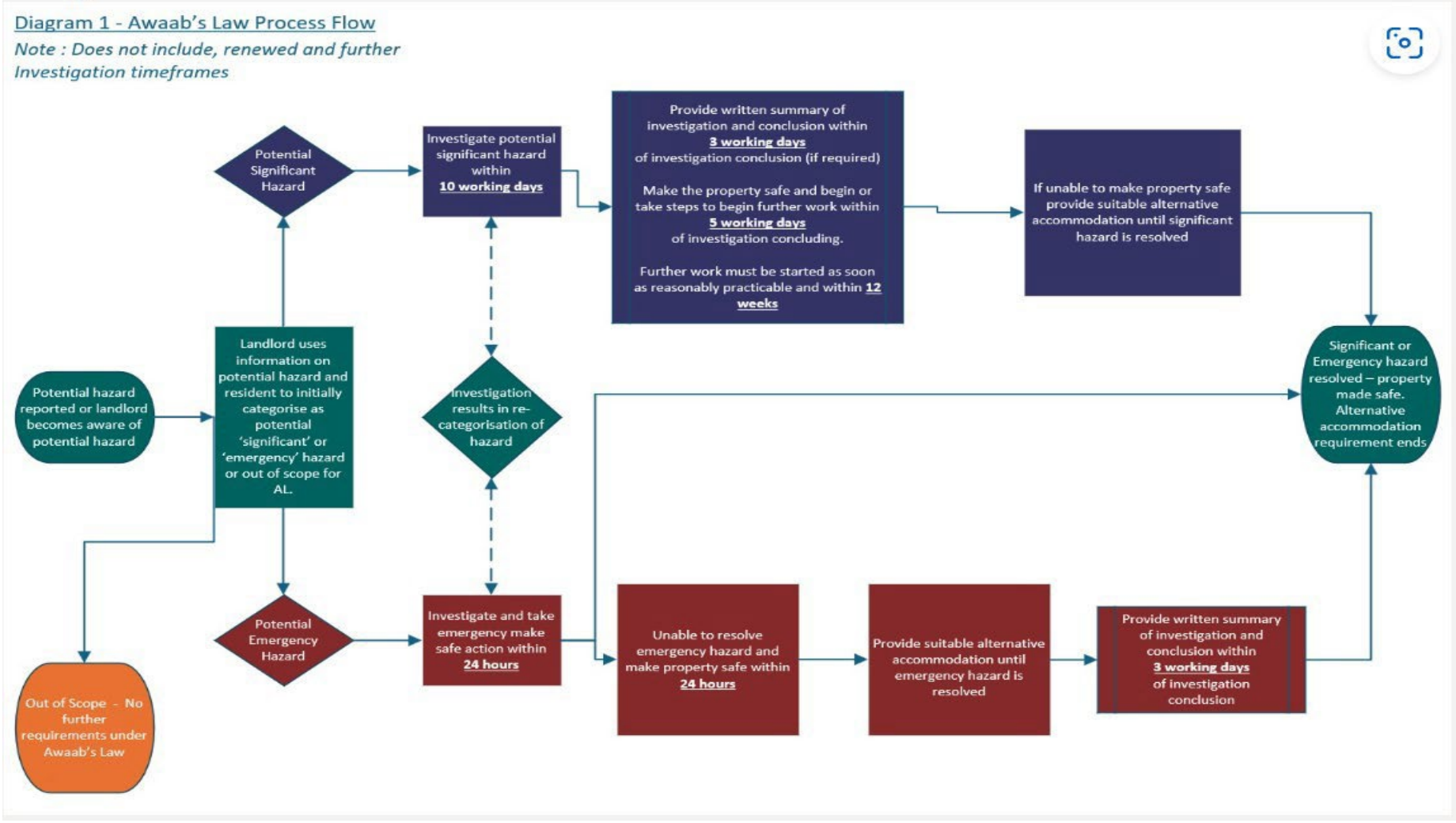
The hazards will then be categorised into one of three pathways:

Pathway A (Emergency Hazards): An emergency hazard is one that poses 'an imminent and significant risk of harm' to the health or safety of the tenant in the social home. An 'imminent and significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable social landlord with the relevant knowledge would take steps to make safe within 24 hours. Example: A customer reports thick black mould on the wall behind a 4-year old's bed. The child has a persistent cough and is unable to sleep in the bedroom'.

Pathway B (Significant Hazards): A 'significant hazard' is one that poses a 'significant risk of harm' to the health or safety of a tenant of the social home. A 'significant risk of harm' is defined as 'a risk of harm to the occupier's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency'. Safety works would be required to completed within 5 working days of investigation. Example: A customer reports moderate mould in a child bedroom. The child is sleeping in an alternative room but has no current health issue.

Pathway C (No Significant Hazard): A hazard that does not pose a serious threat to health or safety and would not require urgent action by a reasonable social landlord. These hazards are outside the scope of this policy and would be attended to in line with our standard repair timescales. Example: A customer reports moderate mould to the bathroom ceiling, with a broken extractor fan. There are no vulnerabilities recorded and no current health symptoms.

Diagram 1: Awaab's Law Process Flow



6.9 Written Summary of Investigation

We will provide a written summary following any investigation into a reported hazard, except in specific cases where it is not required. The following outlines when a written summary is and is not required:

- For hazards assessed as significant, investigation will be completed within 10 working days of notification, with the written summary provided to the customer within 3 working days of the investigation being completed.
- For emergency hazards, posing a significant and imminent risk to health or safety, where temporary measures have been implemented or alternative accommodation has been offered, a written summary will be provided within 3 working days of the investigation.

When a Written Summary is not required:

- For hazards assessed as significant risk, where remedial works are completed within 3 working days of identification.
- For emergency hazards, where full remedial works are completed within 24 hours of identification.

All written summaries will be clear, accessible, and tailored to meet any language or communication needs of the customer. They will also include relevant support information to assist the customer in understanding the outcome of the investigation, the actions taken, and any next steps. Where appropriate, the summary will provide guidance on how to escalate concerns, request further clarification, or access additional support services. The issuing of a written summary will not delay the commencement of remedial works under any circumstances.

We will maintain regular communication with customers throughout the investigation and repair process, including updates on progress and safety advice where hazards remain unresolved.

A standardised investigation summary template is available within the HHSRS procedure to support consistency and compliance.

6.10 No Hazard Identified or Hazard Does Not Pose Significant Risk

Where no hazard is identified through investigation or the hazard is not deemed as a significant risk to health or safety, we will provide a written summary within 3 working days that explains why the hazard is not deemed within scope of Awaab's Law and set out proposed next steps (e.g. routine repair).

7. Remedial Works

7.1 Emergency Hazards

It is considered that hazards warranting emergency repairs are those that present a significant and imminent risk of harm, as determined by our investigation. For these hazards we will make safe emergency situations as soon as practicable and, in any event, within 24 hours. For hazards relating to damp and mould, this may include the use of a mould wash and dehumidifier that is sufficient to down grade a hazard.

7.2 Significant Hazards

If our investigation indicates that a reported hazard poses a significant risk to the Health or Safety of the customer, we will:

- Ensure any temporary works required to make the home safe are completed within 5 working days of the hazard being identified. For example, a mould wash and dehumidifier where damp and mould is identified as posing a significant risk to the customer.
- Begin, or take steps to begin, any required remedial works within 5 working days of investigation concluding. Where immediate commencement is not possible, physical works will start within 12 weeks of identification. All works will be completed within a reasonable time period, thereafter, proportionate to the level of work being undertaken.

Where a phased approach is required due to the complexity of the issue, the full scope and timescales for completion will be clearly set out in the written summary.

7.3 Decants

If the property cannot be made safe within the above specified timescales (24 hours for emergency hazards, 5 working days for significant), we will endeavour to offer to arrange for the customer(s) to stay in suitable alternative accommodation until it is safe to return, this may include hotel accommodation.

Where temporary accommodation is refused, we will provide customers with clear information on how to keep themselves and their families as safe as possible ahead of the hazard being addressed, including if it is our judgement that it is not possible to do so.

7.4 Monitoring Post Completion of Remedial Works

Under Awaab's Law, there is no requirement for landlords to contact customers post completion of remedial works. However, Chime Housing will periodically contact customers after completion of the works to ensure the hazard has not returned.

We will send a text message and/or email to the customer(s) at the following intervals:

- 14 days,
- two months and
- 1 year post completion of remedial works to confirm there has been no reoccurrence of the hazard.

7.5 Cases that Pose a Significant and Imminent Risk (Emergency Hazards)

Where we identified there to be significant and imminent risk to customer(s) health or safety a qualified surveyor will physically post-inspect works within 10 working days of their completion to ensure remedial works have been completed to satisfactory standard.

7.6 Customer Satisfaction (CSAT)

A customer satisfaction survey will be issued 10 working days after the completion of works to gather feedback on the service and outcome.

7.7 2 Month Follow up

A follow-up 'check-in' will be sent two months after the completion of works. This communication will ask the customer to confirm whether the hazard has reoccurred and provide details on what to do if the hazard has reoccurred, and the next steps to closure.

7.8 One-year Follow up

Where we have undertaken remedial works for a HHSRS hazard we will contact the customer(s) 1 year after completion of works. If we do not receive a response confirming there has been no reoccurrence of the hazard, we will make one more attempt to contact the customer a week later. Where the customer(s) has confirmed there has been no reoccurrence, or we have not received response to either contact, we will consider the case closed.

8. 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. This ensures that where we have not met the requirements under Awaab's law for reasons outside of our control, we have documentation of this and can evidence that this is not a fail.

This will ensure we have a full history of interactions, and should it be the case we have been unable to compete remedial action on time, how we have sought to mitigate risk to our customers and our homes.

9. Access

Consistent with the guidance under Awaab's Law, if a customer is unwilling or unable to provide access within the above timescales, we will not be in breach for missing the timescales and will not record this as a failure under Awaab's Law. However, we will continue to work as quickly as possible to enter the home to investigate and/or remedy the hazard where there is significant risk to customer(s).

Once Chime Housing has accessed the home, after initially being refused access, the proposed timescales will apply. For example, if access is granted on day 16 to investigate, we will still be expected to provide a written summary within 3 working days, and to have commenced remedial works within 5 days (i.e. by day 23) unless we are again unable to obtain access.

We will make the following reasonable attempts for access:

- At least 3 recorded attempts to contact the customer(s) (or appointed representative) and arrange a suitable time to access the property.
- Work with customer(s) to arrange a suitable time to visit the property. We will offer timeslots for customer(s) to choose from and will take into consideration the customer(s)' needs (for example their working pattern) when offering timeslots to attend to the property.
- If we are unable to access the property within the agreed timeslot, we will leave the Customer a notice stating that an attempt was made and providing contact details. This will include guidance on how the customer can remain safe in their home whilst we continue to gain access. We will then contact the customer and offer an alternative slot.
- Legal action may be pursued if suitable and timely access cannot be obtained where emergency hazards are identified that pose a significant and imminent risk of harm.

Throughout this process, we will keep a record of all correspondence made with customers, noting the date, time and actions attempted and best efforts to find suitable appointment slot.

10. Treating Everyone with Respect

This policy has been impact assessed in line with Chime Housing 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 influenced by:



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

11. Related Documents

This policy links to other policies Chime Housing 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.

12. Risk & 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

We will obtain external assurance, through our internal auditors, that our policy is complaint and that our process in our new IT system meets the requirements of the new legislation in the first six months of the policy being adopted.

Post Phoenix 'go-live' we will complete a follow up review of how our policy and procedure is working on the ground to ensure it has been implemented and embedded.

A measure has been introduced onto the Boards Balance Scorecard, and this will be reported quarterly. Further management information and KPI reporting will be developed as part of the policy implementation to ensure we hold ourselves accountable.

13. Policy Review & Approval

As this policy is a core component of how Chime Housing manages its business the document will be evaluated by the Customer Working Group, CCG Forum, CCG Committee as part of the review and approval process.

14. Support & Further Guidance

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