



Ministry of Housing,
Communities &
Local Government

Guidance

Awaab's Law: Draft guidance for social landlords

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Applies to England

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A note on the status of this guidance

This non-statutory guidance is being published in **draft** and relates to the 'Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025' also known as Awaab's Law, which were laid in Parliament on 25 June 2025. Subject to Parliamentary approval it is the government's intention to bring Regulations into force on 27 October 2025.

The policy set out in Regulations will not be subject to change before that date, however this draft non-statutory guidance may be subject to revisions to ensure that the guidance, when finalised, is as helpful as possible. We therefore welcome any feedback on where further clarification or additional information would be helpful. Please send any feedback to socialhousingsafety@communities.gov.uk.

Please refer to the text of the draft Regulations, which set out what the law will be from 27 October 2025 (subject to Parliamentary approval) for further clarification on the draft guidance.

We will publish finalised guidance ahead of Awaab's Law coming into force in October 2025.

1. Introduction

Awaab's Law will come into force for the social rented sector from **27 October 2025**. From this point social landlords will have to address **all emergency hazards** and all **damp and mould** hazards that present a significant risk of harm to tenants to fixed timeframes.

In 2026 we will extend regulations to include the following hazards where they present a significant risk of harm:

- excess cold and excess heat
- falls associated with baths etc., on level surfaces, on stairs and between levels
- structural collapse, and explosions
- fire, and electrical hazards
- domestic and personal hygiene and food safety

In 2027, we will extend regulations to all remaining HHSRS hazards (apart from overcrowding) where they present a significant risk of harm.

Social landlords should ensure they are preparing for the future expansion of Awaab's Law. This guidance includes information in relation to damp and mould hazards that will be in scope for the first phase of Awaab's Law and will be updated to include other hazards ahead of the coming into force of further phases. We want to make sure that this policy works effectively through taking a 'test and learn' approach and will implement any lessons learned between phases.

The phased approach does not mean that social landlords have leeway on addressing dangerous issues in their homes in the meantime. Social landlords should continue to meet their legal duties to keep homes safe by fixing disrepair, and keeping their homes fit for human habitation and free of dangerous 'category 1' health or safety hazards. They should continue to meet the outcomes set out by the Regulator of Social Housing in its Safety and Quality standard.

1.1. Context

The Regulations are also known as 'Awaab's Law' in memory of two-year old Awaab Ishak, who died tragically in 2020 as a result of a severe respiratory condition due to prolonged exposure to mould in his home. Awaab's parents had complained repeatedly to their social landlord in the three years prior to Awaab's death, but no action was taken by their social landlord to treat the mould.

Living in hazardous conditions can have a substantial impact on people's health, safety and wellbeing. While many landlords take timely and effective action to address hazards, Awaab's Law serves as a legal backstop for the cases where social landlords are failing to make repairs quickly enough and leaving their tenants at risk.

The primary legislation for Awaab's Law was first introduced through the Social Housing (Regulation) Act 2023, and inserts (or in legal terms 'implies') into social housing tenancy agreements a term that requires social landlords to comply with the requirements that are set out in these Regulations. This means all social landlords have to meet the requirements in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025, and if they do not, named tenants can hold their social landlords to account by taking legal action through the courts for a breach of contract. Other avenues of redress are available to tenants via the social landlord complaints procedure and the Housing Ombudsman Service.

A summary of the Regulations can be found in [section 13.1](#).

1.2. Who is this guidance for?

This guidance refers specifically to Awaab's Law in the social rented sector. Registered providers of social housing (referred to in this guidance as social landlords), should follow this guidance to support compliance with the requirements under Awaab's Law. Registered providers are social landlords registered with the Regulator of Social Housing. They may be local authorities or private registered providers of social housing (such as a housing association).

We will publish guidance for tenants before the regulations come into force on 27 October 2025.

1.3. How to use this guidance

This document has been produced to help social landlords navigate their responsibilities in relation to Awaab's Law. **This guidance is not an authoritative interpretation of the law but intended as a general guide.** This guidance provides examples of how Awaab's Law may apply in particular cases. The application of Awaab's Law will be fact specific and therefore social landlords will need to make their own judgement as to what Awaab's Law may require in any particular case. Social landlords will be required to apply judgment where necessary and should create internal policies with the right governance and oversight to ensure they are applied and fit for purpose, in order to ensure consistent application of Awaab's Law.

The guidance is structured to provide detail on the requirements under each regulation relating to Awaab's Law, followed by information on enforcement. A summary of the Regulations can be found in [section 13.1](#). **To distinguish between guidance on legal obligations under Awaab's Law and on best practice, the guidance will use the terms 'must' and 'should' respectively.** 'Must' means a requirement of the regulations, 'should' means good practice that will support compliance, and 'may' means best practice actions we would encourage landlords to do where possible.

The document uses specific terminology: to aid with interpretation of the guidance, a list of references can be found in [section 13.2](#).

The Regulations and this guidance should be considered alongside other relevant legislation and guidance relating to health and safety and repairs in

social homes. More information on this can be found in [section 12](#).

Landlords should take independent legal advice if they are unclear about their obligations under Awaab's Law or other relevant legislation.

1.4. Awaab's Law requirements on social landlords

The Regulations mean landlords must:

- investigate any potential emergency hazards and, if the investigation confirms emergency hazards, undertake relevant safety work as soon as reasonably practicable, both within 24 hours of becoming aware of them
- investigate any potential significant hazards within **10 working days** of becoming aware of them
- produce a written summary of investigation findings and provide this to the named tenant within **3 working days** of the conclusion of the investigation
- undertake relevant safety work within **5 working days** of the investigation concluding, if the investigation identifies a significant hazard
- begin, or take steps to begin, any further required works within **5 working days** of the investigation concluding, if the investigation identifies a significant or emergency hazard. If steps cannot be taken to begin work in **5 working days** this must be done as soon as possible, and work must be physically started **within 12 weeks**
- satisfactorily complete works within a reasonable time period
- secure the provision of suitable alternative accommodation for the household, at the social landlord's expense, if relevant safety work cannot be completed within specified timeframes
- keep the named tenant updated throughout the process and provide information on how to keep safe

Upon becoming aware of a potential hazard, social landlords should use all available information to initially determine if the hazard is a potential significant or emergency hazard and take steps to complete relevant safety work within stated timeframes.

Under Awaab's Law, social landlords have a defence if they have taken all reasonable steps to comply with the requirements but have been unable to comply for reasons beyond their control (Section 10A(5) of the Landlord and Tenant Act 1985). For more on this defence see [section 9](#).

The regulations will be published on legislation.gov.uk in due course.

Diagram 1: Awaab's Law Process Flow

Diagram 1 - Awaab's Law Process Flow

Note : Does not include, renewed and further Investigation timeframes

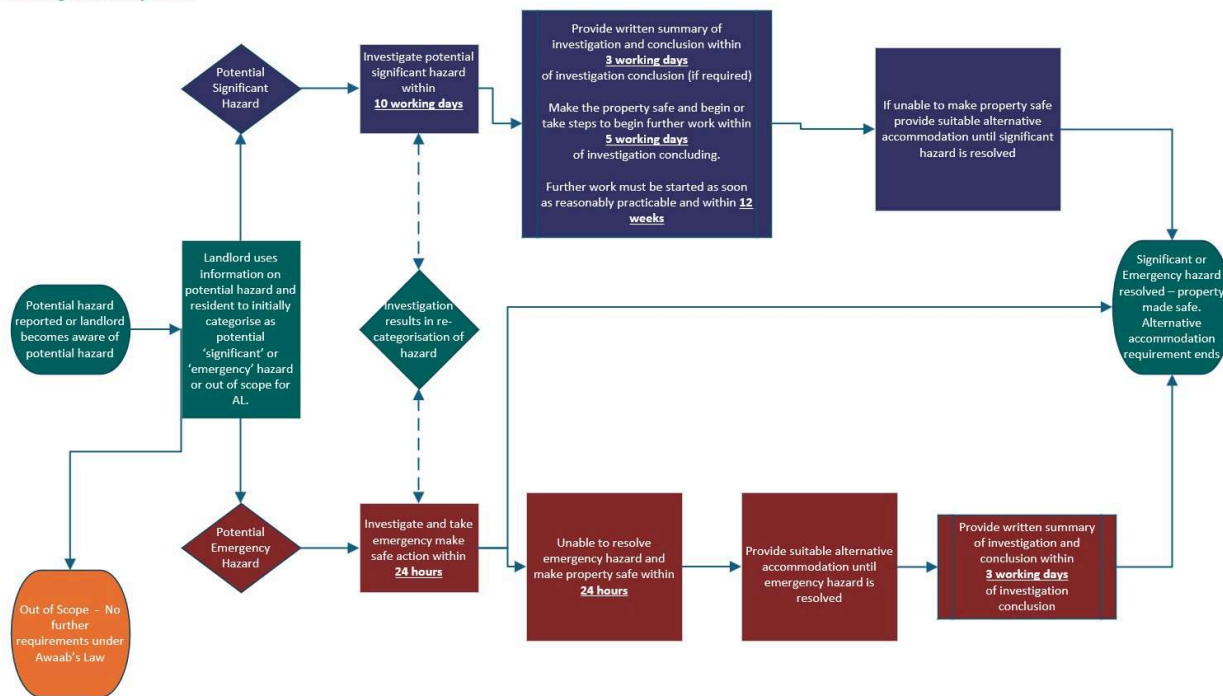


Diagram 1 provides a simplified overview of the process and timeframes under Awaab's Law for addressing significant or emergency hazards. It does not include renewed and further investigations. For full details, please refer to the relevant sections of the guidance.

Route one: Where the social landlord believes there is a significant hazard

Step 1:

A potential hazard is reported or the landlord becomes aware of a potential hazard. The social landlord reviews available information about the hazard and the resident's circumstances. Based on this, they make an initial assessment to decide whether the issue is a potential 'significant' or 'emergency' hazard, or if it falls outside the scope of Awaab's Law. This is Day Zero in the Awaab's Law timeline.

Step 2:

If a potential significant hazard is identified, the landlord must carry out an investigation within 10 working days. If the investigation confirms an

emergency hazard the landlord should follow the process for emergency hazards, for the purpose of this diagram this is route two.

Step 3:

If the landlord's investigation (completed within 10 working days) confirms a significant hazard, they must:

- provide a written summary of the investigation and its findings to the resident within 3 working days of the conclusion
- complete relevant safety works and begin or take steps to begin any further supplementary works to prevent the hazard from reoccurring within 5 working days of concluding the investigation
- where further supplementary works are required and it is not possible to begin them within 5 working days, the landlord must start these as soon as reasonably practicable and within 12 weeks of the investigating concluding

If the investigation finds an emergency hazard the landlord should follow the process for emergency hazards, for the purpose of this diagram this is route two.

Step 4:

If the property cannot be made safe, the landlord must offer suitable alternative accommodation until the significant hazard is fully resolved.

Step 5:

The significant hazard is resolved, all required safety works are completed, and the obligation to provide alternative accommodation under Awaab's Law ends.

Route 2: Where the social landlord believes there is an emergency hazard

Step 1:

A potential hazard is reported or the landlord becomes aware of a potential hazard. The social landlord reviews available information about the hazard and the resident's circumstances. Based on this, they make an initial assessment to decide whether the issue is a potential 'significant' or 'emergency' hazard, or if it falls outside the scope of Awaab's Law. This marks day zero in the Awaab's Law timeline.

Step 2:

A potential emergency hazard is identified. The landlord must investigate the issue within 24 hours.

Step 3:

If the landlord's emergency investigation confirms an emergency hazard, they must:

- complete all relevant safety works and make the property safe within 24 hours
- if the property cannot be made safe within 24 hours, the landlord must offer suitable alternative accommodation until the required safety works are completed
- provide a written summary of the investigation and its findings within 3 working days of the conclusion (if required)

Step 4:

The emergency hazard is resolved, all required safety works are completed, and the obligation to provide alternative accommodation under Awaab's Law ends

Route 3: Where the social landlord believes the issue is out of scope of Awaab's Law**Step 1:**

A potential hazard is reported or the landlord becomes aware of a potential hazard. The landlord reviews the information about the potential hazard and the resident's circumstances, and determines that the issue is outside the scope of Awaab's Law.

1.6 Housing Health and Safety Rating System (HHSRS)

Awaab's Law applies to the types of hazards prescribed by the HHSRS (other than overcrowding), but does not require a full HHSRS assessment.

Instead, Awaab's Law uses a person-centred approach: a more straightforward assessment should be made which considers the tenant's circumstances

when assessing the risks presented by a hazard. Awaab's Law therefore does not require a hazard to be at category 1 level under HHSRS in order to be in scope as there may be instances where a particular tenant is at a greater risk from hazardous conditions. For example, a tenant with age or health related vulnerabilities may be at significant risk from a home affected by damp and mould, even if it were scored as a category 2 hazard under the HHSRS.

The enforcement of Awaab's Law is also different to the HHSRS. Where a hazard in scope of Awaab's Law is also subject to local council enforcement, social landlords must comply with whichever timeframe for repairs is the shorter.

1.7 Which type of housing does Awaab's Law apply to?

Awaab's Law applies to almost all social housing occupied under a tenancy and let by a registered provider. The exception is for social housing occupied under a tenancy which is excepted from the repairing obligation in section 11 of the Landlord and Tenant Act 1985 by section 14 of that Act.

Awaab's Law applies to temporary and supported accommodation occupied under a tenancy, that is social housing let by a registered provider. Awaab's Law does not apply to temporary accommodation, supported accommodation, or other housing occupied under a licence.

Awaab's Law does not apply to long leaseholds or other owner-occupied accommodation and low-cost home ownership homes, including shared ownership.

2. Scope of Awaab's Law

2.1 Hazards in scope of Awaab's Law repair requirements

For a hazard to be in scope of the Awaab's Law repair requirements, it must:

- a) be a part of buildings or land for which the social landlord is responsible
- b) be in the landlord's control to fix
- c) not be damage that is a result of breach of contract by the tenant
- d) result from defects, disrepair or lack of maintenance
- e) be a significant or emergency hazard

2.2 Buildings or land for which the landlord is responsible

For Awaab's Law to apply, the hazard must be a deficiency in a building or land that the social landlord is responsible for.

Deficiency is a wide term and covers:

- defects such as a lack of thermal insulation in the structure of the home that leads to excessive mould growth
- disrepair such as a broken window or door that could lead to excess cold
- lack of maintenance such as a deteriorating damp proof course

Buildings or land for which the social landlord is responsible are those which the landlord is required to repair or maintain under a lease or statute. The social landlord is also responsible for any land for which it holds the freehold or leasehold if it is the occupier of the land and no-one else is responsible for its repair or maintenance.

The social landlord will usually be responsible for the tenant's home ('social home'), as set out in their lease, any surrounding land that forms part of the social home occupied by the tenant such as a garden, and neighbouring social housing rented from the landlord. A landlord will also often have responsibility for communal areas and adjacent land. For example, if a tenant has reported a leak in their property that is a result of a burst pipe from a neighbouring property, and the neighbouring property is also rented out by the social landlord, the social landlord would usually be responsible for remedying the issue that is causing the hazard.

Where the defect is within the landlord's responsibility and is affecting neighbouring properties for which the landlord is not responsible, the landlord may need to fix these hazards: for example if a burst pipe within the landlord's property is leaking and causing a hazard in a neighbouring private residence.

2.3 Addressing a hazard outside of the social landlord's control or responsibility

Hazards are only in scope of Awaab's Law repair requirements if they arise from a deficiency in the social home or other building or land for which the social landlord is responsible. An example such as a noise hazard caused by anti-social behaviour outside the building would therefore not be in scope.

If a hazard arises from a deficiency in a communal part of a mixed-tenure residential building for which the social landlord is not responsible, this would not be in scope of Awaab's Law repair requirements.

Where the defect is in a communal area or neighbouring property for which the social landlord does not have responsibility and is not in scope of Awaab's Law, the social landlord should seek to resolve the issue with the person responsible in line with their wider policies or other legislation. For example, a tenant may report an issue, such as insufficient heating, which upon inspection a social landlord may determine is caused by the communal heating system over which they have no control. While this hazard is not in scope of Awaab's Law repair requirements, the social landlord should take reasonable steps to resolve the issue for their tenant, including in line with their wider policies, procedures or other legislation, for example by engaging with the responsible freeholder or management company.

2.4 Damage due to breach of contract by the tenant

Hazards that are the result of a breach of contract on the part of the tenant, such as causing deliberate damage to the property, using fixtures and fittings inappropriately (for example blocking ventilation fans), or where the tenant has made alterations to the property (for example removing or replacing internal doors) without consent from the landlord, are not in scope of Awaab's Law. While in these cases social landlords are not subject to Awaab's Law requirements, they are still responsible for ensuring the homes they let are safe. Landlords should ensure they meet obligations to act, including under their existing policies, procedures or other legislation, and consider how best to support tenants.

It is unacceptable for social landlords to assume that the cause of a hazard, such as damp and mould, is due to the tenant's 'lifestyle'. Social landlords

should not make assumptions and fail to take action or to investigate a damp and mould hazard on the basis of (for example) condensation they attribute to the tenant's 'lifestyle'. It is unavoidable that everyday tasks, such as cooking, bathing, washing and drying laundry will contribute to the production of indoor moisture. These activities are unlikely to constitute a breach of contract on the part of the tenant, and therefore if they are causing a potential hazard it should be considered through Awaab's Law.

3. Awareness, triage and categorisation of hazards

The point at which legal obligations begin under Awaab's Law is when the social landlord becomes aware of a potential hazard (i.e. a relevant matter) or a material change to a potential hazard (i.e. a change in the original reported circumstances). The day the landlord becomes aware of a potential hazard is counted as day 'zero', with day one of timeframes commencing the following working day. A social landlord could become aware of a potential hazard or material change to a potential hazard through, for example:

- discovering a potential hazard (or a material change to a potential hazard) during a routine inspection or visit
- carrying out an investigation into a different or related hazard under Awaab's Law
- being notified by a third party, including contractors
- being notified/made aware by a regulator or other body, such as a local housing authority, fire and rescue authority, local authority building control body, private building control body and/or the Building Safety Regulator
- a tenant raising an issue affecting their home, or someone raising an issue on behalf of a tenant

Environmental monitoring systems can be a useful tool for social landlords to understand the conditions of their properties, which is a key part of Awaab's Law. These systems may help landlords to support compliance, allowing landlords to monitor factors that may increase the risk of damp and mould, and may notify landlords of potential hazards, depending on how they are used.

Social landlords should engage with tenants to ensure they understand how they can best identify and report issues and encourage them to do so. Landlords may wish to provide tenants with a guide to help them identify hazards so they may be reported and triaged more effectively, which could

include preferred ways to report potential hazards. Where a tenant reports a potential hazard to a managing agent for the landlord or a wider part of the business, such as a council officer from a different department, this is likely to establish the landlord's awareness of the potential hazard. Landlords are therefore advised to implement robust procedures to ensure that potential hazards can be effectively reported and escalated by relevant parties.

Social media platforms may not be an appropriate way to report potential hazards unless the landlord is satisfied it has processes in place that can support this effectively: landlords may wish to advise tenants of the most effective way to report potential hazards.

Timeframes under Awaab's Law begin as soon as the landlord becomes aware of a potential hazard or a material change to a potential hazard. As such, landlords will be required to make an initial determination as to whether the hazard is a potential significant or emergency hazard. Upon investigation, should a landlord find there is no significant or emergency hazard there are no further requirements under Awaab's Law. To enable landlords to categorise and triage hazards they should take reasonable steps to understand the circumstances of the tenant, including any vulnerabilities of the household which could worsen the potential impact of the hazard such as age, health conditions or disability. They should be aware that a tenant does not need to have a specific vulnerability to potentially be at risk from certain hazards.

Landlords should not make assumptions on the underlying causes of a potential hazard and may still need to investigate the deficiency before deciding if it is out of scope for Awaab's Law, noting that other legislation may still apply.

Scenario: Becoming aware of a potential hazard

The tenant informed a maintenance officer, who is an employee of the landlord and was carrying out routine maintenance, that they had noticed damp and mould in their property and wanted the landlord's help to remove it. The tenant believed these problems have resulted in her gaining a respiratory illness and experiencing stress.

The maintenance officer then passes on these concerns to the housing management team so that they can be actioned under Awaab's Law timeframes.

In this scenario, the landlord 'becomes aware' of the issue when it is first reported by the tenant to a maintenance officer, because they are an employee of the landlord. It is the landlord's responsibility to have internal procedures established for reporting and escalation.

Given the potential impact on the tenant's health, once the landlord becomes aware of the issue, they are responsible for investigating the hazard, determining whether it qualifies as a significant or emergency hazard, and completing the necessary safety works within the timeframes set out under Awaab's Law.

If the maintenance officer was not an employee but instead an independent contractor, the landlord must ensure that clear instructions are provided, requiring the contractor to report any issues raised by tenants directly to the landlord or to inform the tenant how to report further issues.

Whether the landlord 'becomes aware' when the contractor becomes aware or when the contractor reports the issue to the landlord is likely to depend on whether the contractor is, legally, acting as an agent of the landlord. Landlords should take legal advice as to the status of their contractors.

3.1 Significant and emergency hazards

For hazards that are in scope of Awaab's Law there are two potential categories: significant and emergency hazard. For Phase 1 of Awaab's Law, regulations will cover significant hazards relating to damp and mould, and all emergency hazards.

Social landlords must respond to significant or emergency hazards as soon as possible and within Awaab's Law timeframes. Depending on the nature of the issue and the circumstances of tenants, the social landlord should prioritise addressing hazards that warrant a quicker response within these timeframes. For example, a broken downstairs window in a property facing a busy road where a child lives could require a faster response than a broken external door in a block of flats occupied by two adults. Landlords should treat Awaab's Law timelines as a maximum threshold: some hazards may require a quicker response.

3.2 A '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'.

What a 'reasonable lessor' would do will depend on the circumstances of the individual case and should reflect the nature of the problem, tenants' needs and the scale of works required. Landlords will therefore need to factor in individual circumstances, including the age and physical and mental health of the tenants to assess the likelihood of harm materialising and the potential severity of that harm in the specific circumstances. A tenant does not necessarily have to have a specific vulnerability for a hazard to be deemed a significant hazard: some hazards can pose a danger to anyone. A tenant does not need to provide medical evidence, although landlords should take this into account if it is provided. See [section 3.4](#).

Social landlords should use Awaab's Law guidance alongside a range of available information to inform decision making including government guidance, such as [guidance on damp and mould](https://www.gov.uk/government/publications/damp-and-mould-understanding-and-addressing-the-health-risks-for-rented-housing-providers/understanding-and-addressing-the-health-risks-of-damp-and-mould-in-the-home--2) (<https://www.gov.uk/government/publications/damp-and-mould-understanding-and-addressing-the-health-risks-for-rented-housing-providers/understanding-and-addressing-the-health-risks-of-damp-and-mould-in-the-home--2>), and the [HHSRS guidance](https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals) (<https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-guidance-for-landlords-and-property-related-professionals>) as well as information about the tenant which they already hold or find out about when the hazard is reported. Social landlords may wish to adopt a risk matrix approach within their organisations to help with determining whether there is a significant hazard.

3.3 An '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'. This means issues that could cause immediate harm to the health or safety of tenants if not addressed quickly.

Examples of hazards that could be emergency hazards requiring emergency action include, but are not limited to:

- gas leaks

- broken boilers
- total loss of water supply
- electrical hazards such as exposed wiring
- significant leaks
- broken external doors or windows that present a risk to home security
- prevalent damp and/or mould that is having a material impact on a tenant's health, for example their ability to breathe
- significant structural defects or disrepair

For some of these examples everyone will be potentially vulnerable, such as gas leaks. Social landlords should also consider if the risk is likely to be exacerbated by a specific vulnerability in relation to the tenant or other circumstances (e.g. a broken boiler is likely to be a more severe issue in colder months). Social landlords should use all available information to decide if a hazard is a significant or emergency hazard, with reference to related advice in [section 3.2](#)

We expect this requirement to be in line with most social landlords' approach to responding to emergency repairs. Some hazards such as gas leaks will have their own, possibly shorter statutory timeframes in which the hazards need to be addressed. In these cases, the social landlord must meet the shorter statutory timeframe requirements.

Scenario - determining whether damp or mould in a tenant's home is a significant or emergency hazard

The tenant reported issues with damp and mould to the landlord. The problem was widespread and most severe in the only bedroom, particularly from the window area extending behind the bed. The tenant also informed the landlord that she was pregnant and experiencing symptoms such as wheezing and shortness of breath.

Based on the initial report, the landlord assessed the situation as a potential emergency hazard requiring further investigation to determine the extent and cause. Accordingly, the landlord arranged for a contractor to attend within **24 hours** to investigate the emergency hazard and take action to make the property safe. The contractor visited early the next working day

In this scenario, a reasonable landlord would likely have classified the issue as an emergency hazard, based on the location of the mould, the contractor's investigation findings and the tenant's reported vulnerability and symptoms. The presence of mould in areas such as bedrooms or

living spaces, particularly where those with pre-existing health conditions reside, poses a serious and immediate risk to health.

Scenario – determining an emergency hazard based on a remote inspection

The tenant reported that the lock bolt on their front door is broken and they are unable to securely close their front door. They have provided a video that shows the issue. The property is a house facing a busy road and the tenant has two young children living in the property. The landlord concludes based on the video evidence that this is an emergency hazard. Accordingly they arrange for a contractor to visit that day to ensure the lock can be replaced and the door can be secured before that night.

In this scenario, the landlord is able to investigate the hazard remotely. While they had 24 hours to address the hazard, they have used their judgement to ensure that the hazard is fixed on the same day it is reported, given the urgency of the risk.

3.4 Information about the tenant

Whether a hazard is a significant or emergency hazard depends on whether it presents 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 as a matter of urgency or within **24 hours**. The relevant knowledge is defined as meaning the knowledge that the social landlord has, or reasonably ought to have, about the health and circumstances of the occupier.

It is therefore important that social landlords hold good quality information about their homes and who is living in them, and that they record details that have been shared with them, including any circumstances that might make a tenant more vulnerable to a specific hazard, and information on how best to contact the tenant and any reasonable adjustments, for example relating to languages or support needs. This information should be used to assist in determining if a hazard is a significant or emergency hazard and inform next steps, alongside information that landlords should gather when the hazard is first reported. The Regulator of Social Housing's [Consumer Standards](https://assets.publishing.service.gov.uk/media/65fc480ca6c0f70011ef91c7/April_2024_-_Transparency_Influence_and_Accountability_Standard_FINAL_1.pdf) (https://assets.publishing.service.gov.uk/media/65fc480ca6c0f70011ef91c7/April_2024_-_Transparency_Influence_and_Accountability_Standard_FINAL_1.pdf) (PDF, 193 KB) already require social landlords to use relevant information and data to

understand the diverse needs of tenants and assess whether housing and landlords' services deliver fair and equitable outcomes for tenants.

Information about tenants is personal data and may be sensitive. GDPR informed consent requires individuals to be fully aware of how their data will be used and to have the power to control their data by freely agreeing, specifically, and unequivocally to the processing. In recording and handling this data, social landlords must ensure they comply with UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018, noting that GDPR places special restrictions on the collection and recording of health data.

When triaging hazards, social landlords must consider all relevant information about the tenant, which they may discover through, for example:

- investigations and any other correspondence with the tenants. Social landlords should seek as much relevant information about the issues as possible.
- conversations with the tenant when the hazard is first reported
- reports from tenants regarding a health risk or vulnerability (or other information as to the impact of the potential hazard or the risk it poses). Tenants may choose to provide medical evidence of a vulnerability. However they are not required to do so, and social landlords should generally take any reports of vulnerabilities at face value
- information received from third parties, for example from medical professionals, social workers or schools

Social landlords do not need to factor in the health or safety effects of a hazard on notional or hypothetical tenants, as they would for an HHSRS assessment.

4. Investigating whether there is a significant or emergency hazard

If a social landlord has reason to believe a home is affected by a significant hazard, (see [section 3.2](#)) they must investigate the hazard within **10 working days**. If they suspect it is an emergency hazard, different timeframes apply (see [section 3.3](#) and [section 4.1.3](#)).

The social landlord must ensure an investigation is conducted by a person who (in the reasonable opinion of the social landlord) is competent to do so.

This should be a person with the skills and experience necessary to determine whether the social home is affected by a significant or emergency hazard. A social landlord should use properly qualified specialists to investigate where relevant.

4.1 Types of investigations

Under Awaab's Law there are 4 key types of investigations.

1. Standard investigations
2. Renewed investigations
3. Further investigations
4. Emergency investigations

4.1.1 Standard investigations

Landlords should conduct a standard investigation within **10 working days** of becoming aware of a potential hazard. This must confirm whether or not there is a significant or emergency hazard and must also, if possible, identify the required work to make a property safe and prevent the hazard from recurring. For the purposes of the regulations, day one of the 10-day timeline is the day after the landlord becomes aware of the potential hazard.

Standard investigations can be conducted remotely unless the named tenant specifically requests an in-person investigation. For example, if evidence such as photos or videos that sufficiently enable the person investigating on behalf of the social landlord to determine whether there is a significant or emergency hazard is provided it may be possible to conduct the investigation remotely. The findings of previous investigations, under Awaab's Law or otherwise, can be taken into account by the investigation.

If a tenant later reports a material change relating to the hazard, or the social landlord becomes aware of a material change through other routes it must investigate again to the same timeframes. A material change could include a change to the severity of the hazard or a change to the effect it is having on the tenant's health. For example, if a tenant reports new symptoms or worsening symptoms that may be associated with the hazard, or if they report that the hazard has worsened since the time of investigating. Where there has

been a material change a new “standard investigation” is required under the regulations, and timeframes under Awaab’s Law start again.

Under Awaab’s Law regulations, social landlords are protected from repeated and unfounded vexatious claims as they will only be required to investigate where there has been a material change to a matter of which they are already aware. This means that social landlords will not be in breach of Awaab’s Law if they fail to respond within timeframes to an issue that they have already investigated, unless they become aware that circumstances have changed.

If during a standard investigation the social landlord has reasonable grounds to believe there is an emergency hazard, then they must complete the investigation as an emergency investigation, in line with emergency investigation timeframes. Emergency timeframes will start from the point at which the potential for an emergency hazard is uncovered (see [section 3.3](#)).

4.1.2 Renewed investigations

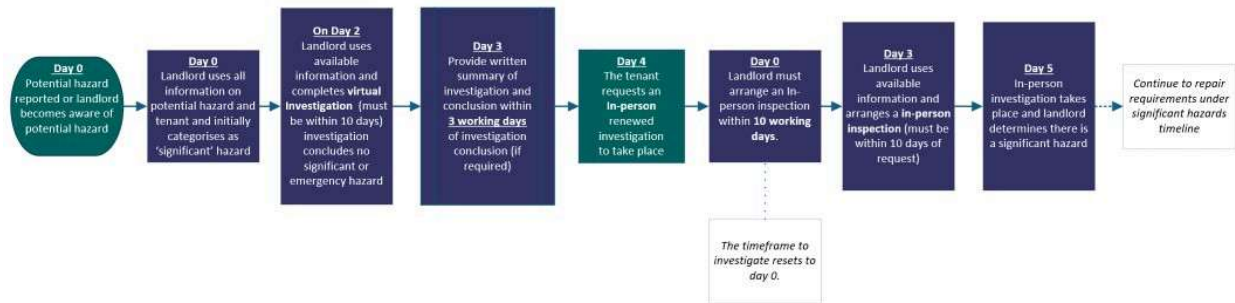
If a named tenant specifically requests an in-person inspection after an investigation has been done remotely, a ‘renewed’ in-person investigation must be carried out. For potential significant hazards, social landlords must complete the renewed investigation **within 10 working days** of the request, so the timeline for investigation is effectively reset. This must confirm whether or not there is a significant or emergency hazard and must also, if possible, identify the required work to make a property safe and prevent the hazard from recurring. Tenants should therefore be encouraged to request an in-person inspection in the first instance, if they believe one is required. For potential emergency hazards, the tenant may request an in-person investigation **within 10 working days** if an initial remote investigation concludes there is not an emergency hazard or if the initial investigation finds an emergency hazard but does not identify any relevant safety work to address the emergency hazard.

Under Awaab’s Law, landlords are not required to undertake a renewed investigation if required works to prevent the hazard from recurring have already begun, if relevant safety work under regulation 5 (emergency action), or a further investigation (under regulation 8) is required. However in a case where a further investigation is required a landlord is required to conduct an in-person inspection under the provision relating to further investigations, if the tenant so requests.

Diagram 2: Example renewed investigation

Diagram 2 – Example renewed investigation

Note : Example process flow of an in person inspection for a significant hazard where the tenant requests a renewed investigation before any works have begun.



Hypothetical Scenario: Renewed Investigation Process

This example illustrates a simplified timeline for a renewed investigation under Awaab's Law. It provides an example of an in person inspection for a significant hazard where the tenant requests a renewed investigation before any works have begun. It is intended for general understanding only and does not cover all possible circumstances.

Day Zero:

A potential hazard is reported, or the landlord becomes aware of one.

The landlord reviews the information and initially categorises it as a potential significant hazard.

This is Day 0 under Awaab's Law timeframes.

Day Two:

The landlord completes a virtual investigation using available information (within the required 10 working days).

The investigation concludes that there is no significant or emergency hazard under Awaab's Law.

Day Three:

The landlord provides a written summary of the investigation and its conclusion, within 3 working days of completing the investigation.

Day Four:

The tenant requests a renewed in-person investigation.

At this point, the Awaab's Law timeframes reset to Day 0.

Day Zero (Reset):

Following the tenant's request, the landlord must arrange an in-person inspection within 10 working days.

Day Three (Reset):

The landlord uses available information and arranges the in-person inspection.

Day Five (Reset):

The in-person investigation takes place, and the landlord determines that there is a significant hazard

Continue to repair requirements under significant hazards timeline

4.1.3 Emergency investigations

Emergency investigations are required if social landlords have reasonable grounds to believe that there is an emergency hazard affecting the social home. The investigation must confirm whether or not there is a significant or emergency hazard and must also, if possible, identify the required work to make a property safe and prevent the hazard from recurring. In these circumstances the social landlord must investigate within **24 hours** of social landlords forming that belief. Emergency investigations can be done remotely.

If, during a standard or renewed investigation, the landlord comes to believe that there may be an emergency hazard, the emergency action requirements begin to apply, and the investigation must be completed as an emergency investigation within **24 hours** of the completion of the investigation that identified the emergency hazard.

4.1.4 Further investigations

There may be circumstances where the standard, emergency or renewed investigation is unable to determine the extent of, or underlying cause of, a significant or emergency hazard. In this circumstance a further investigation must be completed **as soon as reasonably practicable** to determine what work is required to make the property safe and prevent the hazard from reoccurring. For example, if a property is affected by a damp and mould hazard, the standard investigation may conclude that a structural survey is needed to diagnose the underlying cause of damp. The landlord is still required to undertake relevant safety work while further investigations are underway, such as providing a dehumidifier and specialist mould wash.

The further investigation must include an in-person inspection if the tenant so requests it (and an in-person inspection has not already been carried out).

If an investigation has identified relevant safety work, the social landlord must complete the relevant safety work within **5 working days** of the investigation that concludes there is a significant hazard or **24 hours** of an investigation that concludes there is an emergency hazard, even if a further investigation is pending. (See [section 3.2](#) and [3.3](#).)

4.2 Access

Landlords should seek to obtain access to the property to investigate and/or complete relevant safety works as quickly as possible, and it is recommended that they keep clear records of their attempts.

Reasonable steps to gain access could include:

- working with the tenant to arrange a suitable time to visit the property, offering a range of timeslots and considering the tenants' needs (e.g. their working pattern)
- making multiple attempts at various times of the day to contact tenants and using different routes if one fails (e.g. phone calls, emails or letters)
- making best efforts to engage with tenants and provide information on why access is needed and what they can expect, in a way that meets their needs (e.g. providing translation services and accessible communications, or information about who will be attending to provide reassurance)
- taking into account any issues or barriers to allowing access and working with the tenant to overcome them
- if the social landlord is unable to access the property within the agreed timeslot, leaving the tenant a notice stating that an attempt was made and

providing contact details to arrange an alternative slot

Gaining access to a property may be a barrier to investigating or carrying out required safety works. If a tenant is unwilling or unable to provide access to the registered provider within the timeframes, social landlords should not be found in breach for missing the timeframes if they can show they have taken all reasonable steps to comply.

It would ultimately be for the court to decide if the social landlord had used all reasonable steps depending on the individual circumstances.

The landlord and tenant should work together to agree on a suitable time for access to the property. Tenants are expected to actively engage with the landlord to arrange a convenient appointment, while landlords should clearly communicate that any delays in gaining access may lead to delays in completing the necessary safety work.

Scenario: Landlord gaining access to investigate

The tenant reported damp and mould in multiple areas of the property. The landlord requested photos of the issue to allow a remote investigation so they could then arrange an appointment for a contractor to attend within 10 working days. However, the tenant was not available at the allocated time and the contractor was unable to gain access. A further appointment was scheduled for the following day, working in collaboration with the tenant to find a mutually convenient time.

In the scenario described, the landlord encountered difficulties in gaining access to the property to carry out the relevant safety work. When arranging the initial appointment, the landlord could have taken additional steps to ensure the timing was suitable for the tenant. This could have included following up through a phone call, text, or email to confirm the appointment, and offering a selection of time slots, including evenings or weekends, to better accommodate the tenant's availability.

If the contractor was unable to gain access, they could have left a clear note at the property with contact details and instructions for rescheduling the visit at a mutually convenient time. In cases involving vulnerable tenants, it may also have been appropriate to liaise with a support worker, family member, or advocate to help coordinate access. Throughout the process, maintaining clear and consistent communication, and documenting all attempts to engage with the tenant, would demonstrate that reasonable efforts were made to comply with Awaab's law regulations and ensure the tenant's safety.

5. Requirement to take emergency action

The requirement to take emergency action applies if social landlords have reasonable grounds to believe that there is an emergency hazard affecting a social home. In these circumstances they must, as soon as reasonably practicable, and within **24 hours**:

- investigate the hazard (if an investigation has not already been completed), and
- if that investigation finds that there is an emergency hazard affecting the home and that there is relevant safety work necessary in relation to that hazard, complete the relevant safety works

A requirement to complete relevant safety work also applies if an emergency, standard or renewed investigation concludes that there is an emergency hazard affecting a social home and a subsequent investigation finds that there is relevant safety work necessary in relation to that hazard. In this case they must complete the relevant safety works, as soon as reasonably practicable, and within 24 hours of the completion of the investigation that identified the emergency hazard.

In some cases, social landlords will already have an approach to immediately address emergencies on the basis of internal policies that are in place for issues such as broken boilers in winter months, broken external doors, or significant leaks. For gas leaks, tenants or landlords should call the Emergency Gas Service number immediately on 0800 111 999. Local authority social landlords also have a responsibility to carry out some repairs within **24 hours** under the [Secure Tenants of Local Housing Authorities \(Right to Repair\) Regulations 1994](https://www.legislation.gov.uk/uksi/1994/133/made) (<https://www.legislation.gov.uk/uksi/1994/133/made>). Where this is the case, and a repair is already covered by another statutory timeframe, the shorter timeframe will apply.

6. Issuing a written summary to tenants

Following the conclusion of an investigation (whether that be standard, emergency, renewed or further investigation) the social landlord must usually produce a written summary of their findings and issue this to the named tenant within **3 working days**. For the purposes of the regulations, day one of the

timeline is the day after the investigation concludes. Where multiple investigations are required for one issue, a social landlord must usually issue a written summary after each investigation.

If all required works are completed to address a significant or emergency hazard before the end of the **3 working day** period, a written summary will not be required, although social landlords must inform the named tenant that the work has been completed. For example, if a significant 'entry by intruders' hazard caused by a broken door lock was identified, and the door lock was fully replaced within **3 working days**, the social landlord would not be required to provide a written summary. If relevant safety works have been completed but supplementary work is still needed to address underlying issues a written summary is required.

6.1 Written summary

Regulations specify that the written summary must include the following information:

- whether or not the investigation identified a significant or emergency hazard, and what the hazard is
- if action is required under the Regulations, the summary must specify:
 - what that action is; and
 - a target timeframe for beginning and completing that action
- if no action is required, the written summary must specify
 - that there is no action required under the Regulations
 - the reasons why there is no action required under the Regulations
- information on how to contact the social landlord

'Action' includes any follow up investigations, relevant safety work, supplementary preventative works (other than cladding work) and provision of temporary alternative accommodation in circumstances where relevant safety work cannot be completed to timeframes.

Written summaries are intended to support respectful and empathetic communication to tenants. They should be clear and helpful for the tenant and can also support landlords in demonstrating what action they have taken should a case go to the Housing Ombudsman or to court. The target timeframes for beginning and completing actions set out in written summaries

are not legally binding: however social landlords should take reasonable steps to keep the named tenant informed about the timing and progress of the required works, for example if an appointment to do the work needs to be rescheduled.

6.2 Delivery of summary and communication

Written summaries can be provided by being delivered personally to the named tenant, being left at the social home, being sent by first class post (or equivalent) or being sent electronically. The timeframe of **3 working days** is for the summary to be sent by the landlord, rather than received by the tenant. Landlords are encouraged to keep a record of this.

Registered providers of social housing should use relevant data to understand the diverse needs of tenants, considering accessibility and/or language needs of the tenant to ensure the summary of findings can be understood. When sending the written summary, social landlords should consider whether it is appropriate to include any involved third party in correspondence. For example, if a caregiver is corresponding with the social landlord on the tenant's behalf or if the tenant has involved a tenant support group or charity.

The written summaries should not be relied upon as the only means of informing tenants about the issues in their home and what action they can expect. Regulation 14 requires social landlords to keep the tenant updated about the timing and progress of required works.

The outcomes landlords are expected to deliver when communicating with tenants can be found in the [Transparency, Influence and Accountability Standard \(2.1.1 and 2.1.2\)](https://assets.publishing.service.gov.uk/media/65fc480ca6c0f70011ef91c7/April_2024_-_Transparency_Influence_and_Accountability_Standard_FINAL_1_.pdf) (https://assets.publishing.service.gov.uk/media/65fc480ca6c0f70011ef91c7/April_2024_-_Transparency_Influence_and_Accountability_Standard_FINAL_1_.pdf) (PDF, 193 KB) and [Annex 3: Consumer standards 1 April 2024](https://www.gov.uk/government/consultations/consultation-on-the-consumer-standards/annex-3-consumer-standards) (<https://www.gov.uk/government/consultations/consultation-on-the-consumer-standards/annex-3-consumer-standards>).

6.3 Keeping the tenant updated

The social landlord must take reasonable steps to keep the named tenant informed about the timing and progress of required work until the work is

completed, unless for any reason the work is no longer required. Work will no longer be required under Awaab's Law if:

- the landlord has exhausted all reasonable endeavours to obtain consent for the works without which it cannot lawfully be undertaken
- an investigation concludes that a home is not affected by a significant or emergency hazard, or
- an investigation concludes that there is no required work in relation to the hazard in question.

6.4 Decision making and discrimination

Social landlords should take steps to ensure that any individual discretion of case handlers/investigators or anyone else in the decision-making process is not affected by conscious or unconscious bias or prejudice.

Under the Housing Ombudsman's Complaints Handling Code, social landlords should provide tenants with information about how to raise a complaint or challenge the social landlord's decision. This should include information about the social landlord's internal complaints process and how to contact the Housing Ombudsman Service.

7. Making the property safe and supplementary preventative works

Where an investigation has found that a home is affected by a significant hazard and it, or a subsequent investigation, identifies relevant safety work or relevant supplementary preventative work, the social landlord must, within **5 working days** of the investigation concluding, complete relevant safety work (using temporary measures if necessary) and, within **5 working days** of the investigation that identifies relevant supplementary preventative work concluding, begin or take steps to begin any relevant supplementary preventative work to ensure the hazard does not recur.

Requirements relating to the beginning of relevant supplementary preventative work apply to emergency hazards in the same way that they apply to significant hazards, although there is a separate, shorter, remediation period to

complete relevant safety work to address emergency hazards as set out in [section 3.3](#).

Before beginning any works, social landlords should consider making clear records of the issue causing the hazard, including photographic evidence where necessary; for example, taking photos or samples of mould spores before removing them. Social landlords should not expect tenants to undertake work to make their properties safe themselves.

The **5 working day** period begins from the day after the investigation concludes (even if the investigation concludes before the end of the **10 working day** window for completing the investigation). Once the relevant safety work has been completed, the social landlord must ensure the property is kept in the condition it is in when the relevant safety works are completed until relevant supplementary preventative work is completed.

7.1 Cladding

Awaab's Law does not cover cladding work. This is because remediating unsafe cladding is usually a longer-term project, and not an emergency repair. Instead, landlords have longstanding legal duties to assess and manage fire safety risks at their building under the Regulatory Reform (Fire Safety Order) 2005. Where a landlord identifies unsafe cladding, they must act to make the property safe. This might include carrying out remedial work to remove or replace the cladding.

Social landlords can access government remediation funding where the cost would otherwise fall on leaseholders or freeholders, or where completing the work would threaten the landlord's financial viability. Further information on funding can be found within [Building Safety Fund guidance for new applications from July 2022 - GOV.UK](https://www.gov.uk/guidance/building-safety-fund-guidance-for-new-applications-from-july-2022) (<https://www.gov.uk/guidance/building-safety-fund-guidance-for-new-applications-from-july-2022>) or [Cladding Safety Scheme - GOV.UK](https://www.gov.uk/government/publications/cladding-safety-scheme) (<https://www.gov.uk/government/publications/cladding-safety-scheme>).

If the unsafe cladding creates an immediate risk of fire and/or smoke spread, which would place residents at risk if they did not quickly evacuate the building, then landlords may be able to manage this risk by:

- temporarily changing the building's evacuation plan (for example, switching from a "stay put" to a "simultaneous evacuation" strategy) until remediation work is complete

- putting interim measures in place (e.g., a waking watch patrol) to support the change in evacuation strategy, or
- providing residents with safe alternative accommodation until the remedial work is done

If a fire safety hazard where cladding is a relevant factor is reported to the social landlord, they are still required to carry out other requirements of Awaab's Law, including the requirement to investigate and carry out other relevant safety works (outside of cladding) to make the property safe and to keep the tenant updated.

Social landlords should also consider on a case by case basis whether it would be necessary or appropriate to do any smaller scale or isolated cladding work to address other hazards (for example to improve insulation to address a damp and mould hazard), and should complete these in line with wider policies, procedures and existing duties to keep homes safe and make repairs.

7.2 Beginning further required works

If the investigation concludes there is a significant hazard or an emergency hazard, the social landlord must begin relevant supplementary preventative works within **5 working days** of the investigation concluding. Relevant supplementary preventative works are any required works to prevent the hazard from recurring as far as possible (other than cladding remediation).

There may be circumstances where it is not reasonably practicable to begin the relevant supplementary preventative work within **5 working days**, for example:

- if the social landlord is unable to secure specialist workers to attend the property within **5 working days**
- if the social landlord is unable to secure the required materials for relevant supplementary preventative work within **5 working days**
- if the social landlord is unable to secure required approvals, for example from local authority building control or Building Safety Regulator, within **5 working days**. In cases where approval from the Building Safety Regulator is needed to undertake repairs and required works, the social landlord should make an application to the Building Safety Regulator as soon as reasonably practicable
- if the social landlord is unable to contract necessary detailed surveys or assessments such as a fire risk assessment or a structural survey within **5**

working days

In these circumstances, the social landlord must take steps within **5 working days** of the investigation concluding to arrange the completion of the relevant supplementary preventative works as soon as reasonably practicable and **within 12 weeks**. For example, by securing an appointment for further specialist investigation or securing specialist contractors for works.

As soon as reasonably practicable means that action must be taken as quickly as it reasonably can be, taking into account relevant circumstances such as the availability of materials and labour.

Scenario: Social landlord making a property safe and following up with preventative works

The tenant reported damp and mould in their property, a one-bedroom flat located on the top floor of a converted house. This has increased following heavy rainfall during the winter months and the tenant had reported that several roof tiles had been displaced. The landlord identifies this as a potential significant hazard and schedules an investigation within **10 working days**. The investigation finds that the damp and mould is being exacerbated by the damage to the roof, which will require scaffolding to fix.

In the scenario described, the landlord would need to take action to make the property safe within **5 working days**, which could be undertaking a mould wash to remove the immediate hazard. They will also need to start work to fix the damage to the roof to prevent the hazard recurring in the same time period. In this scenario the landlord may not be able to start the work straight away if scaffolders are not available, so they should take steps towards this happening within **5 working days** by booking scaffolders and other contractors to start as soon as reasonably practicable, and **within 12 weeks** of the investigation concluding.

7.3 Completion of further required works

The social landlord must satisfactorily complete any relevant supplementary preventative works within a reasonable time. What is “reasonable” will depend on the circumstances of individual case and should reflect the nature of the problem, tenants’ needs and the scale of relevant works required. Landlords may wish to follow up with tenants after work has been completed to ensure issues have been fully resolved.

Social landlords must ensure work is carried out to the required standard, by appropriately qualified staff or contractors and not create any further issues as a result of completing required safety works. For example, improving ventilation to rectify damp and mould should not damage the compartmentation of the property, which would cause a potential fire safety hazard. Social landlords are responsible for securing relevant sign offs and approvals.

7.4 Exceptions to required works

Required works are subject to limited exceptions, including:

- if the significant or emergency hazard results from damage by accidents or 'acts of god' (e.g. fires, storms, floods), from which social landlords are already exempt from repairing obligations under existing legislation
- if the social landlord cannot lawfully carry out the works due to a lack of approval, for example if they have not been able to get building control approval from the local authority or Building Safety Regulator or any other approval required before undertaking the work, for example from the freeholder of the building
- if the social landlord cannot, for another reason, lawfully carry out the works
- if the lessee is liable for the work by virtue of their duty to use the premises in a tenant-like manner (or equivalent express covenant)
- any work to repair or maintain anything that the tenant is entitled to remove from the property e.g. white goods belonging to the tenant

Where an exception applies, the work is not required under Awaab's law. However, the social landlord should still consider how best to support tenants. They may have obligations to act under their existing policies, procedures or other legislation, and should continue to fulfil their existing duties to keep homes safe and make repairs.

7.5 Hazards that are out of scope of Awaab's Law or that cannot be resolved

There may be occurrences where an investigation under Awaab's Law identifies a significant or emergency hazard but there is no required work

under Awaab's Law or the hazard is not in scope of Awaab's Law, for example because it is due to a deficiency in neighbouring land for which the landlord is not responsible. In these cases the social landlord is not required under Awaab's Law to temporarily or permanently rehouse the tenants. However, the social landlord may have other legal and regulatory obligations in these circumstances, outside of Awaab's Law, and may consider temporarily rehousing to keep the tenants safe from dangerous hazards whilst sourcing a new permanent home. If tenants are reallocated to another permanent home, the social landlord should make sure the tenants have the same tenancy rights, and the new property is suitable in terms of size and proximity to the tenants' original home, schools or places of work.

It is not government's intention for Awaab's Law to be used as a mechanism to permanently rehouse tenants for other purposes, for example estate regeneration.

7.6 Use of contractors

Under Awaab's Law, social landlords are required to meet the requirements set out in the Regulations. When engaging contractors or managing agents, landlords retain full responsibility for ensuring compliance with these regulations and any other legal obligations. It is advisable for landlords to review existing contractor agreements to confirm they are consistent with the obligations imposed by Awaab's Law.

Social landlords should ensure that any contractors they employ for repairs under Awaab's Law:

- treat tenants with respect
- are aware of any timeframes social landlords are under a statutory duty to meet
- provide social landlords with any relevant information required for written summaries in a timely manner
- report to social landlords any safeguarding or health and safety concerns they become aware of when visiting a property
- ensure works completed to rectify the hazard do not cause further issues
- report to social landlords any hazards or potential hazards they identify (beyond those being directly addressed) when visiting a property

8. Securing suitable alternative accommodation

If the social landlord is unable to complete the relevant safety work within the initial remediation period (**5 working days from the completion of the investigation that identified the hazard for a significant hazard or 24 hours for an emergency hazard**), they must secure the provision of suitable alternative accommodation at their expense, until the relevant safety work has been completed.

The provision of suitable alternative accommodation must extend to anybody who usually lives in the property as a member of the tenant's family and in accordance with the lease, including children who would usually stay in the property overnight for at least one night a week.

If the tenant rejects the offer of suitable alternative accommodation they can choose to stay with family or friends instead, or choose to stay in their home whilst the property is made safe.

8.1 Providing a tenant with suitable accommodation

Where the social landlord must secure the provision of suitable alternative accommodation they must take into account the needs of the household to be assess what is 'suitable'. This could include:

- ensuring adequate space for the tenants, including appropriate number of bedrooms given the tenants' family make up
- location of the property, considering distance from tenants' workplaces or schools
- considering disability or medical needs to ensure accommodation is accessible for tenants with mobility issues
- length of stay in alternative accommodation. Accommodation that is suitable for a short period may not be suitable for a longer period. For example, if a family of four is provided accommodation for one night only whilst an emergency hazard is addressed in their home, a hotel may be suitable. If relevant safety work is estimated to take six weeks to complete, a hotel

without adequate facilities and space would not be suitable due to lack of space and facilities such as a kitchen to prepare meals

Provision of alternative accommodation could include accommodation in vacant social housing stock, private rented homes or hotels/B&Bs, but suitability will need to be assessed on a case by case basis.

The requirement to secure the provision of suitable alternative accommodation ends if:

- the relevant safety work is completed
- another investigation concludes that there is no significant or emergency hazard or no relevant safety work
- the landlord cannot do the work as they have not been able to secure the necessary consents
- the tenants no longer wish to remain in the alternative accommodation and the named tenant gives the social landlord notice of this in writing

Once the social landlord has provided the tenant with suitable accommodation, they:

- must endeavour to minimise the amount of time tenants are in alternative accommodation by completing relevant safety works as soon as reasonably practicable
- must keep the named tenant updated on progress and next steps. This should include reasons for any delays and when they should expect to return home
- should agree with the tenant on what, if any, additional costs and compensation/inconvenience payments there may be to the tenant should they be required to stay in suitable alternative accommodation. This may include reimbursement payments to cover transport and food costs or compensation for time off work

8.2 Tenant refusing alternative accommodation

Tenants may have reasons to decline being moved from their homes, even if temporarily. Social landlords should make the risks of staying in the home clear to tenants, before the end of the initial remediation period or as soon as reasonably practicable thereafter. Social landlords should make it clear to tenants that they have a choice whether to accept or decline an offer of

alternative accommodation, the ultimate decision as to whether to leave their home and move into alternative accommodation sits with the tenant(s).

Social landlords must offer suitable alternative accommodation. Should the named tenant refuse alternative accommodation then change their mind, social landlords are not required to provide further offers of suitable accommodation. However, where appropriate social landlords should also consider their wider policies, procedures and duties to keep tenants safe where a tenant has previously refused an offer of alternative accommodation. Where there has been a material change in circumstances, all relevant requirements under Awaab's Law are triggered again, including, where applicable, the duty to provide suitable alternative accommodation'.

Tenants can choose to return to their home at any time, and the requirement for the social landlord to secure the provision of alternative accommodation will be brought to an end if the named tenant notifies the social landlord in writing that they no longer wish to be provided with it.

If anyone chooses to remain in the property in the period before the relevant safety work is completed (for example if an alternative rehousing offer is declined, or if only part of the household move out), the social landlord must provide information on any actions that occupants could take or avoid to mitigate the risk of harm, or let the named tenant know if they do not think it is possible for the occupant to do anything to mitigate that risk.

Social landlords may wish to facilitate alternative options if a tenant declines an offer of accommodation (or the whole of the tenant's household does not want to move to alternative accommodation). This may include additional costs or compensation/inconvenience payments.

A named tenant should inform their social landlord in writing if they wish to make their own arrangements or change agreed arrangements.

9. Defence

9.1 Reasonable Endeavours

Social landlords have a defence for a failure to comply with Awaab's Law requirements if they can prove that they have used all reasonable endeavours

to avoid it, meaning they have taken all reasonable steps to comply with the requirements of the regulations, but it has not been possible for reasons genuinely beyond their control.

Examples could include:

- The landlord may not be able to complete work within the timeframes because the building is high-risk and building control approval from the Building Safety Regulator is required before starting works to make the property safe. In this case 'reasonable efforts' could be making an application to the Building Safety Regulator as soon as reasonably practicable. Likewise, other approvals and permissions might be needed from external bodies, and the landlord should show that they are taking the appropriate steps to obtain these.
- The landlord may not be able to gain access to the property to complete relevant safety works. For example, the landlord may have made multiple attempts to arrange a time to access the property in line with [section 4.2](#) but been unable to do so within the given timeframes.
- The landlord may have been unable to source specialist contractors or materials within the required timeframes, but has made reasonable efforts to do so.
- The landlord may have made reasonable efforts to secure suitable alternative accommodation in line with [section 8.1](#), but there may be no suitable properties which are within a reasonable distance of schools/places of work or in the local area. In this case the landlord could work with the tenant to identify the best option.

If a tenant brings a claim against them for breach of Awaab's Law, landlords will need to be able to evidence why the failure to comply was unavoidable. They should therefore keep clear records of all attempts to comply with Awaab's Law requirements, including records of all correspondence with tenants and any contractors, including those relating to the provision of suitable accommodation.

Ultimately, it will be for the courts to judge if a registered provider is in breach of Awaab's Law.

10. Transitional Arrangements

The requirements under Awaab's law are only triggered when a landlord becomes aware of a potential hazard after the relevant time, or if, after this

time, the social landlord becomes aware of a material change to a potential hazard that they were aware of before that time. However, if the social landlord was aware of a potential hazard before the relevant time and a concern about it is reported to them after that time, this will trigger Awaab's Law requirements from the point of the report.

The relevant time is the time that the regulations come into force, or, if later, the time that the requirements of the regulations begin to apply in relation to the social home in question.

11. Enforcement of Awaab's Law

Seeking redress through the landlords' complaints procedure, the Housing Ombudsman and/or other alternative dispute resolution is likely to ensure the issue is addressed much more quickly and cheaply than pursuing court action. Landlords should therefore provide clear communication on how tenants can pursue these routes potentially avoiding unnecessary delays and expense for both parties.

11.1 Social landlord complaint procedure

It may be possible to resolve issues before taking further action which is likely to save time and costs for both parties. We would encourage tenants to try and resolve concerns through the social landlord's formal complaints procedure in the first instance.

This is also encouraged as a form of alternative dispute resolution in the Pre-Action Protocol, which is a set of rules under the UK Civil Procedure that outlines the steps parties must take to exchange information and try to resolve disputes before taking court action. A court may require evidence that this alternative means of resolving the dispute was followed first.

Landlords should follow the [Housing Ombudsman's Complaint Handling Code](https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/) (<https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/>) which sets out best practice for landlord's complaint handling procedures, to enable a positive complaints culture across the social housing sector.

11.2 Pre Court action

The Pre-Action Protocol for Housing Conditions Claims

https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_hou#4) relates to claims by tenants and others in respect of poor housing conditions. 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. It sets out the steps the parties should take to avoid unnecessary court action, whilst ensuring remedial works are completed quickly and tenants receive any compensation to which they are entitled.

If court action does take place, the court will expect both the social landlord and the tenant to have complied with the Protocol and will consider non-compliance when making orders for costs. This could include ordering the party at fault to pay the other party's costs.

Tenants should make sure that their social landlords are aware of the disrepair before using the Protocol, but they do not need to have gone through their social landlord's formal complaint procedure, or a Housing Ombudsman investigation. The timelines for repairs under Awaab's Law will not usually run simultaneously to those in the protocol as the protocol is intended for those cases where, despite the landlord's knowledge of the poor conditions, matters remain unresolved. However, the Ombudsman can issue a determination in cases where the Pre-Action Protocol has been commenced but no formal legal proceedings have been issued.

Court action should not usually get in the way of social landlords taking action on repairs and landlords should continue to make every effort to resolve outstanding issues with the tenant. Tenants and social landlords can, and should, continue to engage on repair works to make the property safe, even if legal proceedings are underway, or a complaint is with the Housing Ombudsman.

11.3 Housing Ombudsman Service

The Housing Ombudsman Service provides an independent and impartial service to investigate complaints against registered providers of social housing in England and other member landlords. Named tenants can ask the

Ombudsman to investigate a complaint if they have completed their social landlord's internal complaints process and the issue has not been resolved, or if the social landlord is not responding to a complaint. The Housing Ombudsman will adjudicate cases that involve disputes regarding compliance with Awaab's Law using their usual powers and following their usual processes. They will investigate a complaint and determine if the social landlord has been responsible for maladministration while carrying out its functions.

Prior to investigation, the Ombudsman will make any enquiries it considers necessary to resolve a complaint. Landlords should keep accurate records to support this. An Ombudsman investigation may focus on the substantive issues and how a complaint has been handled. They will consider whether a social landlord has complied with, or given due regard to, all relevant legislation, including all aspects of Awaab's Law.

If a tenant has made a complaint to their social landlord or to the Housing Ombudsman, social landlords should continue to respond through their own complaint's procedure, and the Housing Ombudsman can continue their investigation.

11.4 Courts

Awaab's Law implies terms into all social tenancy agreements, whether existing or new. These terms require social landlords to comply with all requirements set out in the regulations. If social landlords do not comply, named tenants can take legal action through the courts for breach of contract. Social landlords cannot remove the implied term from contracts. The Regulations provide that any term of a tenancy agreement that seeks to circumvent the Awaab's Law requirements is void.

If social landlords comply with Awaab's Law requirements, there should be no need for tenants to resort to court action, which can be stressful, costly and time-consuming for both tenants and social landlords.

If a case does reach the court, and the social landlord is found to be in breach, the court can order the social landlord to:

- a) do the repairs
- b) pay compensation to the tenant, and/or
- c) pay some or all of the tenant's legal costs

Awaab's Law does not provide for fines to be imposed on social landlords. The court can award the tenant damages as compensation for loss suffered. Court

action should be a last resort, and the court may ask for evidence that alternative means of resolving the dispute have been considered.

When multiple avenues are used to resolve a dispute between tenants and landlords, each will take into account the outcomes of previous processes, including any compensation already awarded. Therefore, duplicate compensation for the same issue should not be granted. For example, if the Housing Ombudsman has already addressed a complaint and awarded compensation, any subsequent court proceedings will consider that prior award when making their decision.

11.5 The Regulator of Social Housing

Unlike the Housing Ombudsman, the Regulator of Social Housing does not have a role in determining individual complaints. Instead, the Regulator's role involves setting standards which describe the outcomes that registered providers must deliver and holding them to account for meeting those outcomes. The Regulator looks at the performance of the registered provider as a whole, rather than focusing on issues experienced by individual tenants. The Regulator has a range of tools available, including a suite of enforcement powers, which they can use where a provider is unable or unwilling to meet its standards.

On 1 April 2024, a revised set of consumer standards came into force. These include expectations for registered providers on health and safety and repairs as well as providing homes that are decent, safe and well-maintained.

Requirements under Awaab's Law complement those in the Regulator's [consumer standards](#)

(<https://assets.publishing.service.gov.uk/media/65defb37f1cab30011fc4838/4. Annex 3 - Consumer Standards - FINAL.pdf>) (PDF, 313 KB).

Whilst the regulator does not have a role in resolving individual issues, if social landlords consider themselves to be in breach, or if a tenant or other party considers the landlord to be in breach, of the requirements under Awaab's Law, they should consider whether the breach constitutes a material failure to deliver the outcomes required by the Regulator's standards and refer to the Regulator if so. Where the Regulator considers a provider has significantly failed to deliver the outcomes required by its standards it may take action.

12. Other statutory and regulatory requirements and guidance

In addition to Awaab's Law it is the social landlord's responsibility to continue to comply with all other relevant statutory and regulatory requirements relating to housing conditions and health and/or safety. A lack of compliance could place a social landlord at risk of prosecution or financial penalties.

This guidance only addresses the legal requirements imposed by Awaab's Law. Landlords have a responsibility to ensure any works carried out comply with all relevant legislation and regulatory requirements. There may be instances where other requirements overlap with works in scope of Awaab's Law. In these instances, landlords should work to the regulations which impose the shortest timeframe, and should meet all required standards.

If applicable, social landlords are legally required to fulfil their responsibilities as a Principal Accountable Person, Accountable Person or Responsible Person and comply with all applicable building safety and health regulations, which may include:

- Defective Premises Act 1972
- Health and Safety at Work Act 1974
- [Landlord and Tenant Act 1985](https://www.legislation.gov.uk/ukpga/1985/70/section/9A)
(<https://www.legislation.gov.uk/ukpga/1985/70/section/9A>)
- [Environmental Protection Act 1990](https://www.legislation.gov.uk/ukpga/1990/43/part/III)
(<https://www.legislation.gov.uk/ukpga/1990/43/part/III>)
- Secure Tenants of Local Housing Authorities (Right to Repair) (Amendment) Regulations 1994
- [Housing Act 2004](https://www.legislation.gov.uk/ukpga/2004/34/part/1) (<https://www.legislation.gov.uk/ukpga/2004/34/part/1>)
- The Regulatory Reform (Fire Safety) Order 2005
- [Decent Homes Standard 2006](https://www.gov.uk/government/publications/a-decent-home-definition-and-guidance) (<https://www.gov.uk/government/publications/a-decent-home-definition-and-guidance>)
- [Building Regulations 2010](https://www.gov.uk/building-regulations-approval) (<https://www.gov.uk/building-regulations-approval>)
- [The Control of Asbestos Regulations 2012](https://assets.publishing.service.gov.uk/media/65fd711265ca2f00117da89d/CD1.F)
(<https://assets.publishing.service.gov.uk/media/65fd711265ca2f00117da89d/CD1.F>
[Control of Asbestos Regulations 2012 CAR 2012 .pdf](https://assets.publishing.service.gov.uk/media/65fd711265ca2f00117da89d/CD1.F))
- The Construction (Design and Management) Regulations 2015

- [Homes \(Fitness for Human Habitation\) Act 2018](https://www.legislation.gov.uk/ukpga/2018/34/section/1)
(<https://www.legislation.gov.uk/ukpga/2018/34/section/1>)
- The Building Safety Act 2022
- The Building (Higher-Risk Buildings Procedures) (England) Regulations 2023
- [Regulator of Social Housing – Safety and Quality Standard 2024](https://assets.publishing.service.gov.uk/media/65f8250c78087a001a59ebac/April_2024_-_Safety_and_Quality_Standard_FINAL.pdf)
(https://assets.publishing.service.gov.uk/media/65f8250c78087a001a59ebac/April_2024_-_Safety_and_Quality_Standard_FINAL.pdf)

This list is not exhaustive, but it highlights that Awaab's Law operates alongside, rather than replaces, existing legal duties. The legislation and standards are sometimes different for local authority registered providers and private registered providers. Landlords should therefore take a holistic approach to compliance, ensuring that all relevant requirements are met.

13. Further Information

13.1 Overview of Awaab's Law regulations

Regulation 1 introduces the Regulations and explains their application including the phased implementation approach.

Regulation 2 defines terms used throughout the Regulations.

Regulation 3 defines “significant hazard” and “emergency hazard”.

Regulation 4 defines “required work” (i.e. work to make the property safe and supplementary preventative work).

Regulation 5 covers the requirements for social landlords to address emergency hazards within 24 hours, including “emergency” investigations.

Regulation 6 covers “standard” investigations – i.e. the investigations that would first take place when a social landlord becomes aware of a potentially significant hazard (unless they think it is potentially an emergency hazard).

Regulation 7 covers “renewed” investigations – which are investigations that must take place in person if a tenant requests it after a standard investigation

has concluded.

Regulation 8 covers “further” investigations – which are when a standard, renewed or emergency investigation was unable to determine all the work needed, and a further investigation is required.

Regulation 9 covers the requirement to provide a written summary of findings to tenants after the investigation.

Regulation 10 explains how that summary should be given to tenants.

Regulation 11 is the requirement to complete relevant safety works within **5 working days** (more in certain circumstances) if the Regulations require work to address a significant hazard.

Regulation 12 which applies in relation to both significant and emergency hazards, requires a property that has been made safe in accordance with requirements in regulations 5 or 11 to be kept safe until all work required under the Regulations is completed.

Regulation 13 which applies in relation to both significant and emergency hazards, is the requirement to do supplementary preventative work (i.e. any work to prevent as far as possible the hazard from recurring). This does not apply to cladding work.

Regulation 14 requires the social landlord to keep the tenant updated about the timing and progress of required works.

Regulation 15 covers when the requirements to secure suitable alternative accommodation would apply.

Regulation 16 sets out the specific requirements for securing suitable alternative accommodation.

Regulation 17 requires the social landlord to provide safety information if anyone will remain in the property.

Regulation 18 prevents efforts to bypass the requirements in the Regulations.

Regulation 19 provides that if social landlords are found in breach courts can order them to complete actions required under the Regulations.

Regulation 20 provides social landlords with a right of entry for the purposes of compliance with these Regulations at reasonable times of day and on 24 hours' notice.

Regulation 21 covers circumstances where a social landlord became aware of a relevant issue before the Regulations applied in relation to that issue and that home.

Regulation 22 covers the application of the Regulations where a landlord ceases to be a social landlord or the interest of the landlord is transferred to a person that is not a social landlord.

Regulation 23 specifies that the Regulations must be reviewed at least every 5 years.

13.2 References in this guidance

'Awaab's Law' means the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025.

'Common parts' means parts of a building that are for shared use by tenants and other occupiers of the building (such as a hallway in a block of flats).

'Competent investigator' means a person that, in the reasonable opinion of the social landlord, has the skills and experience necessary to determine whether a social home is affected by a significant hazard or emergency hazard.

'Emergency hazard' means a hazard that presents an imminent and significant risk of harm (see below) to the health or safety of a tenant of the social home.

'Hazard' means any risk of harm to the health or safety of an actual occupier of accommodation that arises from a deficiency in the social home or any building or land in the vicinity of the social home and amounting to a hazard under the HHSRS (Excluding overcrowding). A full list of hazards can be found in Schedule 1 to the Housing Health and Safety Rating System (England) Regulations 2005.

'Imminent and significant risk of harm' means a risk of harm to a tenant's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe within 24 hours.

'Potential hazard' means any issue in a home that could be an emergency or significant hazard, that arises from a deficiency in the social home or any building or land in the vicinity of the social home and is not attributable to a breach of contract by the tenant or to disrepair that the landlord does not have

to address because of Section 12 of the Landlord and Tenant Act 1985. In the Regulations potential hazards are referred to as 'relevant matters'.

'Relevant Knowledge' - means the knowledge that the landlord has, or reasonably ought to have about the health and circumstances of the occupiers of a social home.

'Registered provider (of social housing)' means a social landlord registered with the Regulator of Social Housing. These may be local authorities or private registered providers of social housing. Also referred to as 'social landlords' in this guidance.

'Repairs' means any remedial works required under Awaab's Law.

'Required works' means any work in relation to a significant or emergency hazard that is necessary to make the home safe (i.e. to remove the hazard), or to ensure, so far as is possible, that the significant or emergency hazard does not recur. There are some exclusions from this definition which are set out in regulation 4 of the Regulations.

'Relevant safety work' means any required work to make a property safe that is not cladding work.

'Significant hazard' means a hazard that poses a significant risk of harm (see below) to the health or safety of a tenant of the social home. Examples for damp and mould hazards are at [section 13.3](#).

'Significant risk of harm' means a risk of harm to a tenant's health or safety that a reasonable lessor with the relevant knowledge would take steps to make safe as a matter of urgency.

'Social home' means a property that is social housing (but not shared ownership accommodation), let by a registered provider of social housing under a lease to which section 10A of the Landlord and Tenant Act 1985 applies.

'Social landlord' means a local authority social landlord or private registered provider of social housing (such as a housing association registered with the Regulator of Social Housing).

'Tenant' includes other occupiers of a home let by a social landlord under a tenancy agreement, except where we refer to the **'named tenant'** when we mean the person who is party to the tenancy agreement.

'The Regulations' means the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (also known as Awaab's Law).

13.3 Further information on damp and mould hazards

The table below provides more technical detail to support triaging of damp and mould hazards. We intend to develop this section further through a ‘test and learn approach, which will expand to include examples of other hazards as further phases of Awaab’s Law are introduced.

This information is not exhaustive and should only be used as a guide: landlords should take steps to understand the individual circumstances of the tenant

Hazard : Damp and Mould

Description	Threats to health associated with increased prevalence of allergens, irritants, mould spores and other toxins resulting from dampness and/or high humidities. It includes threats to mental health and social well-being which may be caused by living with the presence of damp, damp staining and/or mould growth.
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Factors to consider when determining whether a damp/mould hazard poses a significant/emergency risk of harm

Harmful outcomes	<p>Damp and mould predominantly impacts the airways and lungs and can cause serious illness and, in the most severe cases, death. Symptoms could include (but are not limited too) coughs, wheezing or shortness of breath; as well as airway infections, and developing or worsening of conditions such as rhinitis, asthma, pneumonia, bronchitis, and chronic obstructive pulmonary disease (COPD). Other physical health effects can include irritation of the eyes; eczema and other skin rashes or fungal infections.</p> <p>The presence of damp and mould can also have a negative effect on residents’ mental health due to: unpleasant living conditions; destruction of property and belongings; anxiety related to physical health impacts of mould related illnesses; social isolation as a result of not wanting visitors in the home.</p>
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Vulnerabilities	Damp and mould can be harmful to anyone if they are exposed to it over a period of time, but some factors may increase risk of more severe health impacts. This could be due to age (very young, or older), pre-existing health conditions (e.g. asthma, Chronic Obstructive Pulmonary
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Disease (COPD) or cystic fibrosis), pregnancy, weakened immune systems, mental health conditions, mobility issues, high proportion of time spent in doors.

Dwelling factors

Some dwelling factors will mean there is a higher chance of the risk being significant, including: the extent of the damp and mould, the location of the damp/mould and how the room(s) it is present in are used, how long the damp and mould has been present, the ventilation in the property and the insulation of the property.

Relevant issues

The types of issues that might be reported that could relate to damp and mould hazards include (this is not an exhaustive list): excessive condensation, mould spores, leaks, broken windows, faulty extractor fans, leaking pipes or gutters.



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