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1. Purpose

- 1.1 This policy sets out Lewisham Council's approach to fulfilling its statutory and contractual repairing obligations, ensuring that housing conditions meet the required standards for residential properties.
- 1.2 It is recognised that poor housing conditions adversely affect the quality of life and well-being of residents and that legal action can be costly, time consuming and stressful. An increasing caseload of disrepair cases will also result in increased costs to the landlord. Therefore, preventing disrepair is a business imperative, and where it does occur it must be dealt with promptly and effectively.
- 1.3 For the purpose of this document, when referring to leaseholders, tenants, shared owners and other types of tenure collectively we will use the terms residents, though this may also include non-resident leaseholders. Where we specifically use a term such as 'tenant' or 'leaseholder' we are referring to someone with a contract for that particular type of tenure.
- 1.4 The Housing Disrepair Policy sets out the principles the service will follow to ensure disrepair claims are resolved effectively, with the aim of delivering a decent, responsive, and consistent service to residents. This policy adopts the core principles of the Pre- Action Protocol for Housing Condition Claims¹ (England), such as avoiding

¹ [Pre-Action Protocol for Housing Conditions Claims \(England\) – Civil Procedure Rules](#)



unnecessary litigation, expediting remedial works, keeping legal costs down and ensuring there is open communication between parties.

- 1.5 As a landlord, Lewisham Council is legally obliged to repair and maintain its properties and 'keep in repair' the property portfolio.
- 1.6 There will be no acceptance of any claim or liability for repair works where it is the exclusive or sole responsibility of the tenant, leaseholder or managing agent.

2. Introduction and scope

- 2.1 The overarching aim of the Repairs Service is to avoid, wherever possible, litigation arising from a disrepair claim. Where litigation cannot be avoided, this policy sets out the operational framework for managing a disrepair from the formal Letter of Claim through to settlement.
- 2.2 The principles set out in this policy reflect the requirements set out in the Pre-Action Protocol for Housing Condition Claims (England), specifically to encourage the early exchange of information between parties and enable the parties to a claim to achieve early resolution wherever possible.
- 2.3 The specific aims of this policy are to:
 - Provide guidelines to support the effective management of a disrepair claim
 - Support resolution of claims quickly and efficiently to avert further legal action and escalating costs/fees
 - Enable compliance with the Pre-Action Protocol for Housing Condition Claims (England)
 - Ensure notified repairs are completed as well as any additional works identified within the required timeline
 - Pursue where possible alternative dispute resolution avenues that may include the complaints procedure
 - Prevent repeated claims of disrepair
 - Understand the reasons for disrepair claims and ensure that lessons are learned to minimise future risk
- 2.4 For a Disrepair claim to develop and liability to arise, the resident must prove that:
 - The defect falls within the repairing obligations of Lewisham Council (please refer to the Policy or Tenancy/Licence or Lease Agreement)
 - They previously reported the defect to Lewisham Council so the council was aware of it
 - Lewisham Council failed to remedy the defect within a 'reasonable period' (the length of time depends on the nature of the problem and the priority level)

3. Prevention and disrepair

- 3.1 We are committed to improving our services and meeting our statutory and regulatory obligations, including those set out in the Homes (Fitness for Human Habitation) Act 2018.



- 3.2 We aim to investigate disrepair claims methodically and promptly, establish liability, and bring homes up to standard quickly and effectively to ensure customer satisfaction and avoid the need for any court action.
- 3.3 Whatever works are required, we will always consider the individual circumstances of the household, including any vulnerabilities, and when appropriate we will provide temporary accommodation.
- 3.4 We will identify potential disrepair issues during our void maintenance process and where possible futureproof homes from the risk of disrepair including remedying any defect before the property is re-let.
- 3.5 Futureproofing will include considering ventilation and thermal works during the void process. Clearly, all voids must be fit for habitation before new occupants move in.
- 3.6 Our staff and contractors will report back to the relevant repairs team immediately when they become aware of disrepair issues while visiting a property or estate.
- 3.7 Where we have repeatedly failed to address repairs and residents seek redress through a legal disrepair claim, we will continuously review progress to ensure maximum learning and service improvement.

4. Definition and the Pre-Action Protocol

- 4.1 For housing, disrepair means a home or dwelling that has outstanding defects that the landlord has been made aware of but has not acted upon within a reasonable time.
- 4.2 The council has statutory responsibilities and obligations under the Landlord and Tenant Act 1985, the Defective Premises Act 1972, Environmental Protection Act 1990, Housing Act 2004, and Homes (Fitness for Human Habitation) Act 2018 to keep homes in a decent state of repair.
- 4.3 The Pre-Action Protocol, produced by the Ministry of Justice, is based on the principle that court action should be treated as a last resort. The Protocol encourages parties to avoid litigation by working towards a resolution to the claim before the resident initiates legal proceedings. The protocol promotes the use of 'experts' to help the different parties agree on the repairs, the causes of the disrepair and any action required to address it.
- 4.4 If a court case is brought forward, the court can ask the council or the resident to pay costs if either party failed to comply with the Pre-Action Protocol. This is why our policy is based on and reflects this protocol.

5. Alternative dispute resolution

- 5.1 The council will positively encourage the use of a dispute resolution approach to address concerns of disrepair as a means of averting litigious action. The act of initiating the Pre-Action Protocol does not in itself constitute legal proceedings.



- 5.2 Where a letter under the Pre-Action Protocol is received and simultaneously, a complaint is made or submitted at any stage of the Protocol, the complaint will not be closed but remain open. This scenario presents an opportunity to make full use of the complaints process while seeking to bring about a satisfactory resolution without the use of court proceedings.

6. Letter of claim response

- 6.1 We will reply to the resident's letter of claim, including:
- All relevant documents
 - Whether liability is admitted and if so, in respect of which defects
 - If liability is disputed and the reasons for this
 - Any points we wish to raise but not limited to the following: lack of notice of the repair or difficulty in gaining access to the property to carry out the repair(s)
 - A schedule of intended works (if available)
- 6.2 Our allocated lawyer will reply to the early notification letter/letter of claim from the resident and/or their legal representative within 20 working days of receiving it.
- 6.3 For an extensive list of what is included in the response letter to the resident's letter of claim please refer to the Pre-Action Protocol.

7. Appointment of experts

- 7.1 A single or joint expert aims to inspect the property within 20 working days of the date that the landlord responds to the resident's letter of claim to determine the evidence of disrepair.
- 7.2 If a joint inspection is agreed, we will pay the full cost of our own expert's report and the resident will pay the full cost of their own expert's report as per the terms of their funding arrangements with their solicitor.
- 7.3 Following the inspection and agreement of works, we will follow up by organising repairs and managing the work until completion. At all times, the residents' lawyer will be advised of progress.
- 7.4 For an extensive list of options regarding the appointment of experts please refer to the Pre-Action Protocol.
- 7.5 A responsible adult, (over the age of 18), must be present to allow us access to the property during inspection and works being completed. We will record the visit as 'no access given' where this is not the case. Where other routes have been exhausted, and/or where there is a statutory or regulatory requirement, or a health and safety reason for entering a property - we will, where necessary, pursue legal measures such as obtaining a warrant to gain entry. However, enforcement action to gain access will usually be a last resort.
- 7.6 A post-inspection will be carried out to confirm that the works have been completed to the required standard.

8. Limitations

- 8.1 There will be occasions where liability for a disrepair will not be accepted. For example, where:
- There is no actionable disrepair, and the issues complained of relate to improvements or normal wear and tear
 - The property unfitness is caused by the resident's failure to comply with their tenancy agreement, for example keeping the property reasonably clean, carrying out unauthorised alterations, keeping the garden or outside areas in a reasonable state and failing to carry out minor maintenance such as changing light bulbs or smoke alarm batteries
 - Destruction or damage caused by an act of fire, storm, flood or other inevitable accident
- 8.2 There is no obligation to carry out works or repairs which, if undertaken would put the council in breach of any obligation imposed by any enactment for example a breach of planning permission, listed building consent, or conservation area requirements.
- 8.3 The tenant withholding rent due to disrepair is not acceptable and arrears action will still be taken to recover the debt which may result in repossession of the property. Conversely, any compensation awarded in respect of disrepair will go directly to the resident as opposed to being credited to a rent or service charge account.

9. Monitoring and reporting

- 9.1 We will record all housing disrepair cases in a central repository. This will ensure that there are appropriate control measures in place for recording, monitoring and responding to cases within the required deadlines.
- 9.2 Disrepair performance will be monitored through the same governance structures as that for overall Repairs performance. Monitoring the performance of housing disrepair will be carried out monthly.

10. Legislation and regulation

- 10.1 Legislation and regulation relevant to this policy includes, but is not limited to:
- Home (Fitness for Human Habitation) Act 2018
 - Housing Act (HA) 2004 (HHSRS)
 - Pre Action-Protocol for Housing Condition Claims
 - The Environmental Protection Act 1990
 - The Equality Act 2010
 - The Landlord and Tenant Act 1985
 - The Defective Premises Act 1972
 - Occupiers Liability Act 1984
 - Social Housing (Regulation) Act 2023 including Awaab's Law



- 10.2 We will keep this policy and associated processes under review, and will respond to changes in legislation, regulation, as well as considering emerging good practice where appropriate. This includes for example updates in building safety legislation and the review of the Decent Homes standard.

11. Equality, diversity, and inclusion

- 11.1 An Equalities Analysis Assessment (EAA) was conducted as part of the development of this policy and concluded that changes should have a **neutral** direct impact.
- 11.2 The policy will be applied in tandem with the Reasonable Adjustments Policy to ensure that individual resident needs are met e.g. in relation to our communications with residents.

12. Communication

- 12.1 The policy is available to residents on the council website. We will share additional information relating to disrepair in other communications with residents – individually as a problem occurs, and more widely when appropriate.
- 12.2 Complaints will be handled under our Housing Services Complaints Policy and processes. Where a letter of the Pre Action-Protocol is received and simultaneously, a complaint is made or submitted at any stage of the Protocol the complaint will not be closed but remain open. This scenario presents an opportunity to make full use of the complaints process while seeking to bring about a satisfactory resolution without the use of court proceedings.
- 12.3 We deal with complaints of disrepair or poor housing conditions directly from residents, or a third party, in line with our complaint's procedure except where a resident instructs solicitors. We will respond to resident's instructed solicitors outside of our complaints procedure, while still seeking alternative dispute resolution.
- 12.4 Where a resident raises a disrepair claim with the Housing Ombudsman Service, we will provide the Ombudsman with the outcome of the disrepair claim, if requested.

13. Related policies

Related documents which support and complement this policy include but are not limited to:

- Damp and mould policy
- Repairs policy
- Required access policy
- Temporary relocation (decanting) policy
- Compensation, reimbursement, and remedies policy
- Rechargeable costs policy
- Vulnerable residents policy
- Complaints policy
- Reasonable adjustments policy



14.Reviewing this policy

- 14.1 Amendments to this policy not reflecting a major change of policy may be made by the Executive Director of Housing in consultation with the Director of Law and Corporate Governance. Such changes will be reported to Members annually.

New: Disrepair Policy 2025 (v 1.0)	
Date approved: 10/09/2025	Effective date: 10/09/2025
Next review: September 2027	
Approved by: Mayor and Cabinet	
Policy owner: Director of Housing Quality and Investment	