

**ROYAL BOROUGH OF KENSINGTON & CHELSEA HOUSING
MANAGEMENT**

DISREPAIR POLICY

MAY 2026

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2				
3				
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1 Introduction

1.1 This policy outlines:

- What disrepair is
- How we deal with cases of disrepair
- The Council's responsibilities in disrepair cases
- Residents' responsibilities in disrepair cases

1.2 This policy is based on the pre-action protocol for housing conditions claims (England). We aim to work within the timescales set out in the protocol.

2 What is disrepair and the pre-action protocol?

2.1 Housing disrepair is when a dwelling has repair issues that the landlord has been told about but has not acted upon within a reasonable time. A disrepair case/claim is when a resident seeks legal advice because the Council has been told about the issue(s) and not acted within a reasonable timeframe.

2.2

2.2 [The Pre-action Protocol](#), written by the Ministry of Justice, is based on the principle that court action should be a last resort. It encourages parties to work to resolve the claim before the resident initiates legal proceedings. The protocol promotes the use of 'experts' to help both parties agree on the repairs, their cause and any action required to address them.

2.3 We encourage residents to address disrepair through the Customer Experience Team by submitting a complaint.

2.4 If either the Council or the resident fails to comply with the protocol, and a disrepair court case is brought forward, the court can make them pay for the other side's legal costs. This is why our policy is based on and reflects this protocol. For [more information on the protocol](#).

3 Aims and objectives

3.1 The aims of this policy are:

- To ensure repairs, and any additional works identified by the Council or the resident's expert, are carried out.
- To understand the reason for disrepair claims and ensure that housing services learn lessons to prevent the same thing happening in future.
- To avoid unnecessary litigation.
- To minimise future claims.

- 3.2 We aim to avoid litigation and to follow the pre-action protocol guidelines on seeking other ways to resolve the matter, for example through the complaints procedure.
- 3.3 Where litigation cannot be avoided, we aim to ensure the Protocol is followed and all timescales are adhered to.

4 Legal context

These are the pieces of legislation that govern housing disrepair and may be applicable to claims:

- Landlord and Tenant Act (LTA) 1985 Section 11 and 9a
- Home (Fitness for Human Habitation) Act 2018
- Pre-Action Protocol for Housing Disrepair (England) (the Protocol)
- Section 4 of the Defective Premises Act 1972
- Occupiers Liability Act (OLA) 1957
- Occupiers Liability Act (OLA) 1984
- Environmental Protection Act (EPA) 1990 Section 82
- Housing Act (HA) 1985 & 2004
- Equality Act (EA) 2010
- Limitation Act 1980
- Awaabs Law

5 Related documents

These are the other Council policies and documents that relate to housing disrepair:

- Repairs policy
- Tenants' handbook
- Complaints Policy
- Compensation and Reimbursement Policy
- Managing Vulnerability Around Repairs & Major Works Policy

You can find all of our policies, including the ones listed above on our [website](#).

6 The Council's responsibilities

- 6.1 As a landlord we are legally obliged to repair and maintain our properties.

6.2 Under the pre-action protocol we are obliged to avoid litigation whenever possible and to try alternative methods to resolve any dispute.

6.3 We will disclose all relevant documents regarding a disrepair claim when we receive a request from the residents' lawyers through either their early notification letter or letter of claim. For a tenant or leaseholder, six years of disclosure information is required as per the Limitation Act 1980.

7 Disrepair claims criteria, the early notification letter and letter of claim

7.1 When bringing a disrepair claim the resident must prove that:

- The defect falls within the Council's repairs obligations (to find more on repair obligations please refer to the Tenants Handbook/Repairs Policy or Tenancy/Lease Agreement).
- That the resident reported the defect to us so we were aware of it.
- That we failed to remedy the defect within a 'reasonable period' (the length of time depends on the nature of the problem and the priority it was given).

7.2 If residents decide to seek legal advice against the Council their solicitor may send us a letter called the 'early notification letter' to let us know about the claim. This will be followed up by a 'letter of claim' which will need to be extremely detailed. This letter needs to include evidence that we did not fix the defect within a reasonable time period.

7.3 Residents should have reported any repairs or defects to us before seeking legal advice. The early notification letter is not intended to be a way to inform the landlord of any defect.

7.4 The resident's solicitor should consider if another way to (such as mediation or the Council's complaints procedure) would be more suitable than going to court. If so, they should try to agree on a method with the Council. If a case does go to court, both the landlord and the resident may be required to show that alternative means of resolving their dispute were considered.

7.5 Residents are required to allow us to access to their home to carry out a prompt inspection.

7.6 In the early notification letter, the resident's solicitor should provide dates and times when they are able to give us access to inspect the repairs and carry out remedial works.

- 7.7 The pre-action protocol gives an extensive list of what should be included in the early notification letter and letter of claim.

8 The Council's response to the letter of claim

- 8.1 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.
- A schedule of intended works (if available)

- 8.2 Our lawyer will reply to the letter of claim within 20 working days of receiving it.

9 The appointment of experts

Both the Council and the resident can appoint their own expert to assess the type of repairs that need to be carried out to resolved.

- 9.2 We aim to inspect the property within 20 working days of the resident's letter of claim.
- 9.3 To ensure a prompt response to any claim we will always inspect the property once we receive a letter of claim.
- 9.4 The pre-action protocol contains an extensive list of options regarding the appointment of experts.

10 Limitations

- 10.1 While we will focus on finding solutions while managing a disrepair claim, there are some things that we are not responsible for. Including:
- 10.2 We are not responsible for damages/issues caused by a resident's breach of their lease or tenancy agreement.
- 10.3 If a natural disaster or other accident such as a fire occurs in a council property, we will re-house the resident(s) as soon as possible, supporting the resident(s)

throughout the re-housing process. However, we are not obligated to rebuild or reinstate the property.

10.4 We are not responsible for repairing or maintaining anything the resident is entitled to remove from the dwelling.

10.5 We are not obliged to carry out works or repairs which would put us in breach of any legal or statutory obligation – this includes things like breaching planning permission, or listed building consent, or conservation area requirements.

10.6 We cannot carry out work that needs the consent of a third party (e.g., a superior landlord or freeholder, a neighbouring leaseholder or owner, or a council) if we have made reasonable effort to get that consent, but it has not been given.

10.7 If unable to carry out work for any reason we will still look to support the resident in other ways.

11 Equalities statement

11.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, the procurement of goods and as a community leader. The Council's policies, procedures and day to day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.

11.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all service users.

12 The General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018

12.1 Our housing management directorate shares the Council's commitment to ensure that all data is:

- Processed lawfully, fairly and in a transparent manner
- Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices
- Relevant and limited to whatever the requirements are for which the data is processed

- Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay
- Stored for as long as required, as specified within the Council's Records Retention policy
- Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction or damage.

12.2 For further information about the Council's commitment to GDPR, please see the Council's website.

13 Compliance, monitoring and review

13.1 We will review this policy in conjunction with the procedure every **five years** or when legislative or regulatory changes take place that could affect it. The next review will take place by: **May 2031**

13.2 Performance management:

We will monitor the performance of disrepair each month to ensure maximum efficiency and effectiveness throughout. All quality issues will be dealt with at site level, through receiving a post inspection of all work undertaken that is associated with the claim.

13.3 Monthly team reviews:

Regular reviews meetings will be held between our repairs team and legal team, to monitor results and identify areas for improvement. Our housing services will seek to learn from previous cases identifying areas of good and poor performance. On occasions, other members of staff may be invited to provide information and advice if appropriate.

13.4 Compensation:

We have an obligation to collect outstanding rent arrears. If a tenant has rent arrears and is awarded damages/compensation, the legal team will contact our income management team and seek to deduct the sum of outstanding arrears before settling with the resident's solicitors.

All compensation is to be granted within the guidance of the Compensation Policy.

13.5 Complaints:

We will deal with complaints about its disrepair process in accordance with the Complaints Policy.

