

HOUSING DISREPAIR CLAIMS

A Step-by-Step Guide

How Housing Disrepair
Claims Work in England
and Wales



NJS Law

Housing disrepair claims arise when a council or housing association **fails** to **repair** or **maintain** a rented property, leaving tenants in unsafe or unhealthy conditions.

Common issues include **damp** and **mould**, **leaks**, **broken heating**, **unsafe electrics**, **damaged windows** or **doors**, and **structural problems**. These often develop over time and may continue despite being reported.

For many tenants, this is not just a rental property but their long-term home. When repairs are **delayed** or **ignored**, it can seriously affect **health**, **wellbeing**, **finances**, and **family life**.

Some tenants hesitate to seek legal advice due to concerns about complaining, risking their tenancy, or believing delays are unavoidable. However, councils and housing associations have clear legal duties to keep properties **safe** and **habitable**.

This guide explains how housing disrepair claims work for tenants in **England** and **Wales**, including landlord responsibilities, what tenants can do when repairs are not carried out, and how a legal claim may help resolve ongoing disrepair.

Related Services:

[Housing Disrepair Claims](#) | [Damp and Mould Claims](#)

WHY HOUSING DISREPAIR CLAIMS ARISE IN SOCIAL HOUSING

Housing disrepair cases involving councils or housing associations often develop over time rather than **from a single incident**.

Common issues include persistent damp or **mould**, recurring leaks after temporary fixes, heating or hot water failures, structural damage, and long **delays** in carrying out repairs.

Many tenants **adapt** to these conditions by moving furniture, cleaning mould regularly, or using temporary heating. However, the law recognises that tenants **should not** have to live like this where landlords are **responsible**.

At NJS Law, we regularly help tenants who have reported serious repair problems for **months** or even **years** before seeking advice. Housing law is designed to ensure tenants are not left living in properties that fall below basic safety, and habitability, standards.



Reporting the Disrepair to Your Landlord

In most cases, landlords must be given notice of disrepair before they can be held legally responsible for failing to repair it.

REPORTING TO A LANDLORD

For council or housing association tenants, this usually means reporting the issue through the **landlord's repair system**.

This may involve:

- Calling the **repairs helpline**
- Submitting an online **repair request**
- Reporting the issue to a **housing officer**
- Sending an **email** or **written complaint**

Whenever possible, it is helpful to keep records of:

- The **date** the issue was reported
- Any repair **reference numbers**
- **Appointments** arranged for inspections
- **Messages** or **responses** from the landlord

Repeated reports can demonstrate that the landlord was **aware** of the issue but **failed** to resolve it.



WHY DOES REPORTING TO A LANDLORD MATTER?

In most cases, landlords **must** be given notice of disrepair before they can be held **legally responsible** for failing to repair it.

This means tenants should:

- Report the issue to their **landlord** or **housing association**
- Provide **clear details** of the problem
- Keep copies of **emails, letters, or messages**
- Allow reasonable access for **inspections** or **repairs**

Even where a landlord is aware of a problem informally, written reports can provide stronger evidence.

KEEPING A RECORD OF ONGOING ISSUES



If problems continue, it can be helpful to keep a record that includes:

- **Dates** when problems appeared or worsened
- **When** the landlord was notified
- Any responses received
- Whether repairs were **attempted**
- How the issue affects **daily life**

This information can become **important evidence** if legal action is later required.



Gathering Evidence of the Disrepair

Tenants are not expected to investigate their own legal case. However, the evidence you already have can significantly strengthen a claim.

PHOTOGRAPHS AND VIDEOS



Photographs can be **very valuable** in housing disrepair claims. They may show:

- Damp patches or mould growth
- Water leaks or damaged ceilings
- Cracked walls or structural damage
- Broken windows or unsafe fittings
- Faulty heating or plumbing systems

Taking photographs over time can demonstrate that the issue is **persistent** rather than temporary.

CORRESPONDENCE WITH YOUR LANDLORD

Keep copies of **all** communications with your landlord, including:

- Repair requests
- Emails or letters
- Maintenance reports
- Appointment confirmations
- Responses refusing or delaying repairs

These records can help **demonstrate** how long the issue has been ongoing.

INSPECTION REPORTS AND COUNCIL INVOLVEMENT

In some situations, local authorities may inspect a property where **serious hazards** exist.

Council inspections can result in:

- Improvement notices
- Hazard awareness notices
- Enforcement action against the landlord

These records can help demonstrate **how long** the issue has been ongoing.

EVIDENCE OF FINANCIAL IMPACT



Housing disrepair can create **financial losses**. You should keep records of costs such as:

- Damage to belongings caused by **damp** or **leaks**
- Increased heating costs due to **poor insulation**
- Temporary accommodation costs
- Cleaning or mould removal expenses

These losses may form part of a **compensation claim**. Even where reports were made verbally, any written confirmation can help support the claim.



Understanding Council and Housing Association Responsibilities

Social housing landlords have legal obligations to maintain properties under several areas of housing law.

LANDLORD REPAIR OBLIGATIONS

Under housing law, landlords are **generally responsible** for maintaining:

- The **structure** and **exterior** of the property
- Roofs, walls, windows, and doors
- **Heating** and hot water systems
- **Plumbing** and **drainage**
- Electrical installations
- Sanitary facilities such as sinks and toilets

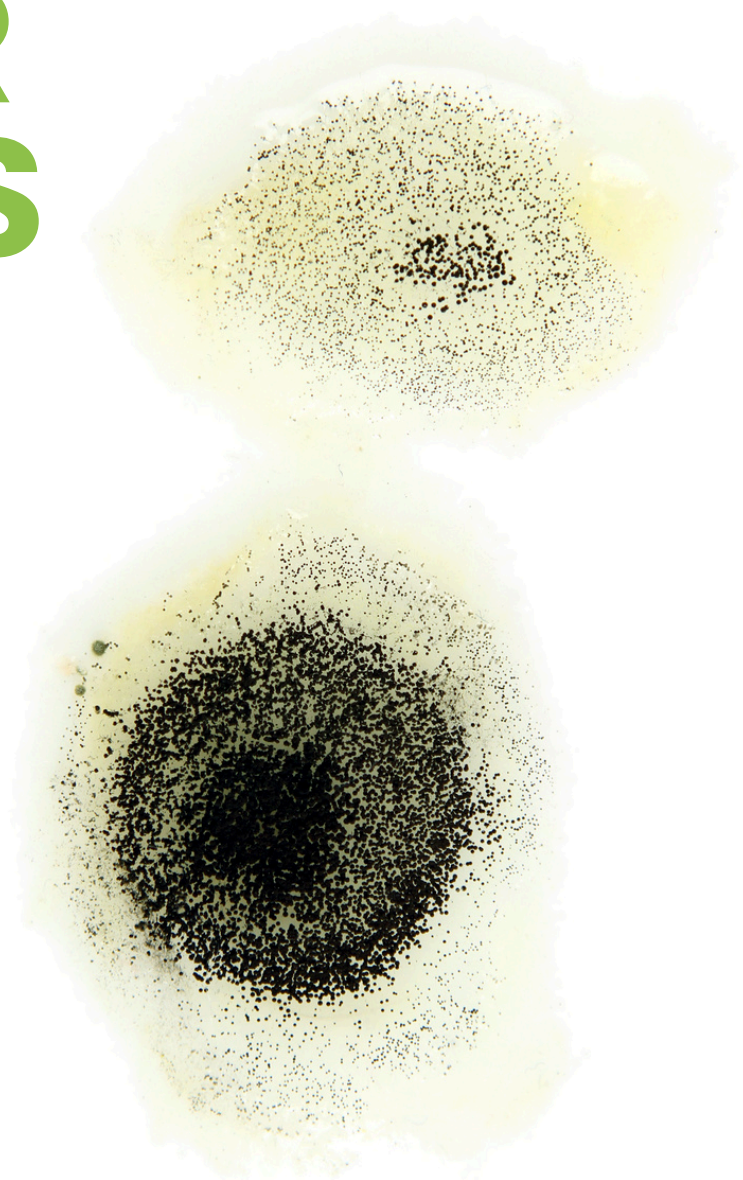
These obligations apply to most rented properties in **England** and **Wales**.

COMMON HOUSING DISREPAIR PROBLEMS

Some of the most **common** **issues** we see in housing disrepair cases include:

- Damp and mould growth
- Leaking roofs or pipes
- Faulty heating or boilers
- Broken windows or doors
- Structural cracks or unstable ceilings
- Electrical safety hazards
- Poor ventilation leading to condensation

Many of these problems **worsen** if repairs are delayed.



NOTICE AND OPPORTUNITY TO REPAIR

In most situations, the landlord must first be made aware of the issue **before** any responsibility arises. They should be clearly informed of the problem, given a reasonable opportunity to **inspect** or **investigate** the defect, and allowed **sufficient time** to arrange and carry out the necessary repairs.

What amounts to a “reasonable” timeframe will depend on the **nature** and **seriousness** of the issue—for example, urgent hazards may require prompt action, whereas less serious defects may allow for a longer period.

If, after being properly notified, the landlord delays **unreasonably** or **fails** to take appropriate steps to resolve the problem, this may give rise to a potential claim.

TIME LIMITS FOR BRINGING A CLAIM

Housing disrepair claims are subject to **legal time limits**. In most cases, tenants can bring a claim for disrepair that has occurred within the last six years. Disrepair claims can be ongoing for more than 6 years, however compensation would then be limited.

This means compensation may be available for the period during which the landlord **failed** to carry out **necessary repairs**, as long as the disrepair falls within that time frame.

For many council and housing association tenants, issues such as **damp, leaks, or heating failures** can continue for long periods before legal advice is sought. Even if the problem has existed for some time, a claim may **still** be possible where part of the disrepair occurred within the last six years.

Seeking advice early can help ensure that:

- The condition of the property is **properly inspected**
- Evidence of the disrepair is **preserved**
- Repairs are secured sooner

A solicitor can review the timeline of the issues and advise whether the claim falls **within** the relevant **legal time limits**.

Step 4

Starting a Housing Disrepair Claim

If serious problems remain unresolved, legal action may help ensure repairs are completed and compensation is paid for the impact of the disrepair.

THE INITIAL CONSULTATION

Your solicitor will ask about:

- The **condition** of the property
- **When** problems began
- **What** reports have been made to the landlord
- How the disrepair has affected your **health** or **daily life**

You do not need to prepare legal arguments — simply explaining your experience is enough.



PRE-ACTION PROTOCOL

Housing disrepair claims follow a legal procedure known as the **pre-action protocol**.

Your solicitor will typically:

- Review your **tenancy agreement**
- Gather evidence of the disrepair
- Arrange an independent surveyor inspection
- Send a formal **Letter of Claim** to the landlord

The landlord then has an opportunity to respond and propose repairs.



NO WIN NO FEE FUNDING

Many housing disrepair claims are funded through a **No Win No Fee agreement**.

This usually means:

- No **upfront** legal costs
- No legal fees to pay if the claim **does not** succeed
- A capped success fee deducted if compensation is recovered
- ATE fees will always be deducted.

Funding arrangements are **always** explained clearly before you proceed.



Property Inspections and Compensation

An independent property
surveyor may inspect the
property to assess the
cause of the disrepair

PROPERTY INSPECTIONS AND EXPERT REPORTS

An independent surveyor may inspect the property to carry out a **detailed assessment** of its condition. This typically includes:

- Identifying the underlying cause of the disrepair
- Determining **how long** the issue has been present and whether it has worsened over time
- Assessing the extent of the damage and its impact on the property
- Outlining what repairs are necessary to **resolve** the problem
- Evaluating whether the condition of the property poses any health or safety risks, such as damp, mould, or structural issues

The surveyor's report is an important part of the process and often serves as **key evidence** in the claim, helping to establish liability and support the tenant's case.



COMPENSATION IN HOUSING DISREPAIR CLAIMS

Compensation may be awarded for a range of issues arising from housing disrepair, including:

- The **inconvenience** and **discomfort** of living in poor conditions
- Damage to personal belongings, such as **furniture, clothing, or appliances**
- Health problems **caused** or made **worse** by the disrepair, including respiratory issues or stress
- Financial losses linked to the **disrepair**, such as increased heating costs or the need to replace damaged items

Each claim is assessed on an **individual basis**, taking into account the **severity** of the disrepair, the length of time it has persisted, and the impact it has had on the tenant's day-to-day life.

REPAIRS AS WELL AS COMPENSATION



The primary aim of many housing disrepair claims is to ensure that necessary repairs are carried out **properly** and **within a reasonable timeframe**. Legal action can help achieve this by:

- Securing **court-ordered repairs** to address the disrepair
- Setting **clear timelines** for when the works must be completed
- Putting measures in place to monitor the **progress** and **standard** of the repairs

While compensation may be awarded for the impact the disrepair has had, the completion of repairs is essential to resolve the underlying issues and prevent further problems.



Repairs, Settlement, and Timescales

Housing disrepair claims vary in complexity depending on the extent of the problems and the landlord's response.

HOW LONG CLAIMS TAKE

Straightforward housing disrepair cases may be resolved within a matter of **months**, particularly where the issues are **clear** and liability is not **disputed**.

More complex cases may take longer, especially where:

- **Extensive** or **multiple** repairs are required
- Expert evidence is **disputed** between the parties
- The extent of the disrepair or its cause is **unclear**
- Health impacts need to be assessed and supported by **medical evidence**

Your solicitor will provide **tailored guidance** based on your individual circumstances and keep you informed throughout the process.

SETTLEMENT AND NEGOTIATION

Many housing disrepair claims are resolved through **negotiation** once sufficient evidence has been gathered, without the need for a **full court hearing**.

A settlement may include:

- A **clear schedule** of repairs outlining the work to be carried out
- Financial compensation for the **impact** of the disrepair
- Payment of legal costs, depending on the circumstances of the case

Your solicitor will carefully review any proposed settlement and advise on whether the terms are **fair** and **reasonable** based on your **individual situation**.



WILL THE CASE GO TO COURT?

Most housing disrepair claims **do not** proceed all the way to a full court trial, as many are resolved through **negotiation** or **settlement** at an earlier stage.

However, court proceedings may become necessary in certain situations, particularly where:

- Repairs are **refused**
- Liability is **denied**
- Negotiations fail to reach a **satisfactory outcome**

In these circumstances, issuing court proceedings can help to formally **resolve** the dispute and, where appropriate, compel the landlord to carry out repairs and/or pay compensation.

If court action is required, you will be **fully supported** throughout the process, with clear guidance provided at each stage.

CONCLUSION



Housing disrepair claims are not simply about **property maintenance**. They are about ensuring that tenants can live **safely** and with **dignity** in their homes.

Where landlords fail to maintain properties properly, the consequences can affect **health**, **finances**, and **quality of life**. Legal action provides a mechanism to ensure repairs are carried out and that tenants are not left living with unacceptable conditions.

Seeking legal advice does not commit you to bringing a claim. It provides **clarity** about your rights, your landlord's responsibilities, and the options available to resolve the problem.



WHY CHOOSE NJS LAW?

Housing problems affect more than just the condition of a property. They affect the **people living inside it.**

At NJS Law, we understand that tenants often feel **frustrated**, **ignored**, or **powerless** when repairs are repeatedly delayed. Many clients come to us after months of trying to resolve problems directly with their landlord.

Our role is to provide **clear advice**, **practical support**, and a **structured legal approach** to resolving housing disrepair.

A TENANT- FOCUSED APPROACH

We begin by understanding the full impact of the disrepair, including:

- The **condition** of the property
- The effect on your **health** and **wellbeing**
- How long the problem has existed
- What steps have **already been taken** to report it

Each case is handled individually, recognising that housing conditions affect every household differently.



EVIDENCE-LED CASE PREPARATION



Successful housing disrepair claims rely on **clear evidence**. At NJS Law we assist by:

- Obtaining relevant documentation
- Arranging independent property inspections
- Identifying legal responsibilities under **housing law**
- Presenting a **clear** and **structured** claim

Our aim is to ensure the landlord understands both the **seriousness** of the issue and the **legal obligations** involved.

CLEAR COMMUNICATION THROUGHOUT

We believe clients should always understand what is happening in their case. Throughout your claim we will:

- Explain each stage in **plain English**
- Keep you **updated** on progress
- Advise honestly about **potential outcomes**
- Ensure decisions remain yours



NO WIN NO FEE FUNDING

Most housing disrepair claims are handled under a **No Win No Fee agreement**, meaning you can seek legal advice without worrying about upfront legal costs.

This usually means:

- No **upfront** legal fees
- No legal fees to pay if the claim **does not succeed**
- If the claim is **successful**, a capped success fee may be **deducted** from compensation
- An ATE fee will **always** be deducted.

Funding arrangements are explained **clearly** before you proceed, so you understand exactly how the process works.



Speaking to us does not commit you to legal action

Many tenants contact us simply
to understand their rights.

Your initial consultation allows
you to:

- **Explain** the **issues** you are facing
- Understand whether legal obligations may have been **breached**
- Receive **guidance** on possible next steps

If you choose to proceed, we will manage the **legal process** on your behalf and handle communication with the landlord or their representatives.

FAQ

What counts as housing disrepair?

Housing disrepair includes problems in a **rented property** that the landlord is responsible for fixing but has failed to repair within a **reasonable time**. This can include issues such as **damp** and **mould**, **leaks**, **faulty heating or electrics**, **structural damage**, and **broken windows** or **doors**. If these problems continue after being reported, a claim may arise.

Can I bring a claim against the council or housing association?

Yes. Councils and housing associations **must** maintain their properties. If they fail to carry out repairs after being notified, tenants may be able to bring a claim. This applies to most **social housing tenancies**.

Do I need to report the problem first?

Usually, **yes**. The landlord must be aware of the issue **before** they can be held responsible. **Reporting** the problem and keeping **records** of communication can help support your claim.



FAQ

Can I claim for damp and mould?

Yes. Damp and mould are **common issues**, especially where caused by **structural defects, leaks, or poor ventilation**. If not resolved within a reasonable time, a claim may arise, particularly where health is affected.

What if the landlord says the damp is my fault?

Landlords may blame lifestyle factors, but damp is often caused by **underlying issues** such as poor insulation, ventilation problems, leaks, or structural defects. An independent surveyor can **assess responsibility**.

What evidence is needed?

Helpful evidence includes **photos, records** of repair requests, **communication** with the landlord, and **medical records** if relevant. A solicitor will usually arrange an independent inspection.

What happens during an inspection?

A surveyor will assess the **cause, extent, and duration** of the disrepair, and what repairs are needed. Their report is often **key evidence**.

FAQ

How long does a claim take?

Some claims resolve within **a few months**, especially where liability is accepted. More complex cases may take longer if disputes or court proceedings are involved. If the case takes more than 6 years, compensation would be limited.

Will I have to go to court?

Most claims settle **without a trial**. Court action may be needed if the landlord **disputes** the claim, but your solicitor will guide you throughout.

What compensation can I receive?

Compensation may cover **inconvenience**, **damage** to belongings, **health issues**, and **financial losses**. The amount depends on the severity and duration of the disrepair.

Will I have to pay legal fees?

Many claims are handled on a **No Win No Fee basis**, meaning no **upfront costs** and **no fees** if the claim fails. A success fee may apply if you win.

Is there a time limit?

Generally, claims can be made for disrepair within the last **six years**. Acting sooner helps **preserve evidence** and **resolve issues** more quickly.

Can I still claim if the problem has existed for years?

Possibly. If the issue continued within the last six years, you **may still be able to claim**. A solicitor can assess whether your case is within the **time limit**.