



Lancaster City Council

Housing and Property: Council Housing

DISREPAIR POLICY

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Approved by	JW
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1. Introduction and Policy Objectives

- 1.1. Lancaster City Council (LCC) Housing and Property Service is committed to providing homes for our tenants that are warm, safe, and comply with all applicable Statutory and Regulatory obligations of a responsible social housing landlord.
- 1.2. This policy is designed to provide a set of principles and a framework to manage disrepair claims. Each claim alleging poor housing conditions which are the responsibility of LCC must be investigated efficiently to establish if there is a case and resolved promptly. A housing disrepair claim is a civil claim arising from the condition of residential homes and may include a related personal injury claim.
- 1.3. The primary aim of this policy is to ensure a structured approach to manage disrepair claims effectively. This includes ensuring any defects/subsequent remedial works are identified and undertaken promptly. Further, claims are assessed and responded to within prescribed timescales to avoid any unnecessary litigation.
- 1.4. As a landlord LCC is required to keep in repair the structure and exterior of its housing stock including drains, gutters and external pipes. LCC is also required to keep in repair and proper working order, the installations for the supply of water, gas and electricity, sanitation, space and water heating. Where LCC is notified of any such issues repair works must be undertaken and completed within reasonable timescales (see Repairs & Maintenance Policy). Failure to do so may result in disrepair.
- 1.5. LCC has responsibilities and obligations under the Landlord and Tenant Act 1985, Social Housing (Regulations) Act 2023 – **(Note Awaab’s Law was introduced in July 2023 as part of this Act and formally introduced 27 October 2025)**. The Defective Premises Act 1972, Environmental Protection Act 1990, Housing Act 2004 and the Homes (Fitness for Human Habitation) Act 2018 to keep homes in a good state of repair.
- 1.6. Further the Regulatory Standards for Registered providers (Consumer Standards – Safety & Quality Standard) specifies Landlords should provide homes that meet the standards set out in Section 5 of the Governments Decent Homes Guidance to maintain homes to this standard. Specifically Registered Providers must provide an effective, efficient and timely repairs, maintenance and planned improvements service for the homes and communal areas for which they are responsible.
- 1.7. In meeting the Governments Decent Homes Standard a home must: -
 - Be in a reasonable state of repair.
 - Provide a reasonable degree of thermal comfort.
 - Meet the current statutory minimum standard for housing.
 - Have reasonably modern facilities and services.
- 1.8. In addition to the above LCC will ensure compliance with all the prescribed timescales required under Awaab’s Law (Phase 1 Damp and mould, refer to damp and mould for explicit details regarding timescales for responding to “significant hazards” and “emergency hazards”).

- 1.9. LCC will also ensure compliance with regards to Phase 2 (2026) and Phase 3 (2027) Awaab's Law and will reflect these additional requirements in our Repairs & Maintenance policy when specific requirements regarding timescales have been confirmed.
- 1.10. This policy applies to all homes owned by LCC including leasehold properties. It must be read in conjunction with individual tenancy/leasehold agreements to confirm LCC repairing responsibilities in the event of a disrepair claim.
- 1.11. Any complaints in relation to disrepair will be responded to in accordance with the Complaints Policy. If a complaint subsequently escalates to the Housing Ombudsman Service, then LCC will provide the Ombudsman with the outcome of the disrepair claim.

2. Scope

- 2.1. This policy applies to the pre-litigation stages of a claim for disrepair in relation to LCC housing stock as well as cases issued at Court. LCC will follow the Pre-Action Protocol for Housing Conditions Claims (England) (as amended from time to time) (the "Protocol") when responding to claims. Pre-Action protocol is a procedural framework to be used by parties in the pre-action stages of a disrepair/poor housing conditions claim intended to assist parties in a housing condition claim to resolve the issues at an early stage.
- 2.2. This policy does not apply to counterclaims for disrepair brought during other proceedings, such as rent possession proceedings, where case management by the Court dictates the progress of a claim. In such circumstances the Protocol does not apply, however, the spirit of the Protocol and this policy will be adopted wherever appropriate.
- 2.3. This policy does not apply to complaints regarding repairs which are not initiated under the Protocol. These complaints will be dealt with under the Housing & Property Complaints Policy.
- 2.4. This policy complies with all relevant statutory provisions and will be reviewed/updated to consider any future relevant legislation or changes to existing legislation.
- 2.5. This policy takes into consideration the following related documents - Complaints Policy, Damp and Mould Policy, Voids/Empty Homes Policy, Recharge Policy and the Repairs and Maintenance Policy. Copies are located on the Housing & Property intranet/LCC website.

3. Policy Statement

- 3.1. LCC will use a range of mechanisms including social media to publicise the repairs and maintenance services and timescales to undertake specific repairs according to their urgency and potential impact on the household. Repair requests can be made by tenants direct to our Customer Services team via telephone and e-mail. Any appointments offered are subsequently confirmed by a text message on the day the repair request is made, and text message reminders sent to support the access process/Right 1st time approach.
- 3.2. LCC will aim to minimise the potential for disrepair claims being submitted by undertaking ongoing stock condition surveys to assess the age and condition of its housing stock. These surveys will assist in formulating future programmes of works and publicising when these

works are planned to take place. Forward planning of replacement works reduces the impact/demand for responsive repairs being reported by tenants.

- 3.3. LCC will advise its tenants not to allow anyone stating they are working for or from the Council into their homes unless they have employee identification. All tenants are encouraged to report repairs direct to our Customer Services Team (Tel 01524 582929) and not to any individual/organisation claiming to be working on behalf of the Council.
- 3.4. LCC is aware of “Claims Farmers” targeting our homes and making claims on behalf of tenants on a “no win no fee” basis. We will report to the Financial Control Authority (FCA) any incident/observation of organisations “cold calling” at tenant’s homes and using tactics to gain entry with the intention of encouraging the tenant to submit a disrepair claim. If a claim is found to be unjustified or exaggerated and a case is lost the tenant may be liable for costs.
- 3.5. LCC will work with its tenant’s groups and representatives to discourage allowing anyone into their homes regarding repairs unless it is a Council employee or approved contractor. Legal practices working on behalf of tenants may often overstate the condition of a property/minor repair and suggest compensation may be payable. Once a disrepair claim has been submitted it can a lengthy process to resolve even a very minor repair which could be more easily rectified by the tenant reporting direct to the Customer Services Team. We will work with individual tenants to try and find the best possible solution to repairs and maintenance issues.
- 3.6. We will ensure that any Council Housing member of staff or its sub-contractors will report any repairs (in particular damp or mould) that may be apparent during their visit to a tenant’s home. To ensure consistency the tenant will be advised to contact the Customer Services Team in addition to the member of staff/sub-contractor reporting on their behalf. All initial repair requests will be recorded on OHMS (to be replaced by Housing One Phase 1 - 2026) and the tenant advised if the repair is their responsibility, rechargeable, requires a pre-inspection or will be allocated direct to RMS/external sub-contractor.
- 3.7. LCC will aim to investigate and respond to all claims of disrepair thoroughly and efficiently as possible with the objective of resolving to the tenant’s overall satisfaction. Where a disrepair claim is unfounded (for example due to tenant damage/misuse, or the repair has not been previously reported) we will defend these claims robustly and where appropriate recover costs via the recharge policy.
- 3.8. Where a disrepair has occurred due to our failure to remedy within a reasonable timescale (and a disrepair claim has not been submitted) we may consider a form of compensation under the Compensation and Redress policy.
- 3.9. Where a disrepair has been submitted via the complaints process or direct to the Housing Ombudsman they will be informed about the outcome of the complaint.

4. Principles

- 4.1. A checklist will be utilised to record each stage of an alleged disrepair case as it progresses to resolution. **Please see Appendix 1 for the checklist (TBD).**

- 4.2. We will arrange for the Senior Surveyor or Surveyor from the Repairs & Maintenance Service (RMS) to inspect the alleged defects within 10 working days of receipt of a tenant's letter of claim. Subject to access, an inspection report and schedule of proposed works will be produced. Where a defect is identified which poses an immediate risk to the health, safety or security of the property or its occupiers, arrangements will be made for the issue to be attended to within 24 hours.
- 4.3. We will comply with reasonable requests for disclosure of repair records. This will also include Subject Access Requests (SAR).
- 4.4. In the event a tenant or their solicitor decides to pursue legal action LCC may receive an "Early Notification Letter" and/or a "Letter of Claim" concerning disrepair. We will follow the Pre-Action protocol for housing condition claims and aim to reach a negotiated settlement using this protocol. If a disrepair claim has been submitted to court, they instruct LCC or the tenant to pay costs if either party failed to comply with the Pre-Action Protocol for housing condition claims. This protocol is based on the principle that court action is a last resort and encourages both parties to avoid litigation by agreeing a settlement of the claim before the commencement of proceedings.
- 4.5. Provide a full response to the claim within the 20-working day period required under the Protocol. This will include providing a copy of the inspection report and schedule of proposed works. Where it is not possible to respond in full within this timescale (such as where access to the property for inspection has not been given), LCC will endeavour to agree a later date for the response with the customer or their legal representative (if instructed).
- 4.6. Seek to agree mutually convenient times with the customer for access to the property to complete inspections and remedial works required.
- 4.7. Consider the need for external independent expert (witness) surveyor evidence where the remedial works proposed are disputed by the tenant or their legal representative. The expert may also be a single joint expert – suitably qualified who acts as an independent witness (either appointed by the claimant, defendant or both) for the benefit of the court preparing an investigatory report into the alleged disrepair. The expert will produce a Scott Schedule detailing each item of alleged disrepair, whether they consider it to be disrepair and detail works/costings to remedy the defect causing disrepair.
- 4.8. The Protocol encourages the use of a single joint expert, and both parties can ask questions of the expert. Both parties can share the costs of the single joint expert. If there is no agreement to use a single joint expert, then a joint inspection should take place by both experts.
- 4.9. Proactively endeavour to complete all remedial works within a reasonable period, subject to the customer facilitating access. Works to address damp, mould and condensation will be particularly prioritised along with any other repairs which have the potential to impact on the health or safety of those living in the property.
- 4.10. All works associated with resolving a disrepair will be managed by the RMS Senior Surveyor and Responsive Repairs Manager. Each item of repair detailed in the Scott Schedule will have a

specific order number which can be tracked/monitored to ensure completion within settlement timescales.

- 4.11. Pro-actively engage in any appropriate means of Alternative Dispute Resolution (ADR) to assist in concluding a claim. Where a customer has already initiated a complaint regarding disrepair under the Complaints Policy or requests that a complaint is opened within their Letter of Claim, we will seek to agree with the customer or their legal representative to pause the disrepair claim until the complaints process reaches a mutually agreeable resolution or has been exhausted.
- 4.12. Where the customer or their legal representative decline to do so, we will deal with a service complaint and disrepair claim simultaneously. However, we will reserve the right to draw such conduct on the part of the customer and/or their representative to the Court's attention in respect of the payment of legal costs should a claim be pursued in Court.
- 4.13. Ensure that any settlements of claims are recorded in a written agreement.
- 4.14. Where claims are issued at Court, responsibly engage in the court process and comply with court directions.
- 4.15. LCC will signpost the tenant to its range of support services where additional needs are identified whilst dealing with the claim. This may include assistance with budgeting, debts, utility costs, maintaining a hygienic property condition etc.
- 4.16. 4.16 We will always try to settle any disrepair claim without court action and will actively progress the Alternative Dispute Resolution as opposed to court action where appropriate and with the agreement of the tenant or their representative.

5. Management of Cases

- 5.1. The day-to-day management of cases to which this policy applies will initially be handled by LCC Legal Services Team, with assistance from appointed external solicitors where required. For the purposes of providing instructions to Legal Services (or external support solicitors) the Repairs and Maintenance Services Manager RMS will be the "Client".
- 5.2. The completion of inspections and remedial works will be undertaken by RMS or appointed sub-contractors. All remedial works will be post-inspected to ensure they have been completed in full and to the appropriate standard with images captured (date/time stamped) to document each remedial action completed. It is essential that all methods of communicating with a tenant are captured throughout the journey of a repair request from inception to completion. This evidence may be crucial in the event of a disrepair claim in the future.
- 5.3. In the event a reported repair exceeds its allocated target date and remains outstanding we will provide tenants with an explanation, apologise and provide a revised completion date (where one is known – delays may be due to awaiting specific materials or shortage of skilled resources to undertake works). The form of communicating this information may be via SMS

text messaging, a phone call or e-mail/letter. Any form of written communication must be stored on NECDM for a particular property.

- 5.4. Tenants are obliged under the terms of their tenancy agreement with LCC to provide reasonable access for the purposes of inspection or repair. If access has not been gained and there are concerns for the tenant's welfare (serious health & safety issues) we may consider legal action to gain entry.
- 5.5. If access is not gained on the appointed date/time a "calling card" (No Access card) will be left which will advise the tenant to rearrange the repair. A copy of the calling card must be scanned and stored on NECDM. If the operative from RMS has a PDA the date/time of no access will be captured on this device and uploaded to the repairs system Total.
- 5.6. Following completion of the schedule of repair works to remedy a disrepair we will undertake a post inspection regime. This will ensure all works that have been agreed to be undertaken as detailed in the Scott Schedule have been completed and to the required standard.

6. Performance Monitoring

- 6.1. The progress of each disrepair must be capable of being tracked from receipt/acceptance of a disrepair claim through to completion of remedial works and settlement.
- 6.2. A monthly progress report (dashboard from the tracker) regarding disrepair cases will be collated by the Legal Services Team and the Senior Surveyor/Responsive Repairs Managers within RMS outlining the stage reached in each case, the status of any remedial works, the next steps and lessons learnt in progressing the matter. The Chief Officer (Housing & Property) will also provide a monthly summary report to the Senior Leadership Team and the Portfolio Holder for housing when appropriate.
- 6.3. A Disrepair Tracker will be developed to capture each stage of a disrepair claim from receipt of claim through to completion and payment of applicable fees/costs/compensation. The tracker will be capable of detailing the date a claim was received, details of the alleged disrepair, legal process being followed, details of remedial works to resolve the alleged disrepair, completion and associated costs. The tracker will report on the number of disrepair cases received, in progress, accepted/withdrawn and costs awarded against LCC (or in favour of LCC). The disrepair tracker will be in place by the end of May 2026.
- 6.4. Upon closure of a case, a "Case Review" should take place to identify lessons learnt and any changes required to policy or process. Case review meetings should take place with a range of staff from Legal Services, Housing Management and RMS on a monthly basis.

7. Expectations of Customers

- 7.1. LCC expects tenants', and their legal representatives will also comply with the Protocol and will act reasonably in allowing access to their property for the purposes of inspecting alleged defects and completing works. Where a tenant unreasonably refuses access to their property,

LCC will consider legal remedies available, including applying for an Injunction to compel access to be given.

- 7.2. Where a tenant has appointed a legal representative to act on their behalf, LCC will liaise with that representative in responding to and dealing with the case. However, where it is necessary to arrange appointments for inspections or completion of works, LCC will require direct contact with its tenants for the purposes of agreeing appointment times/practicalities sake. LCC will then confirm the details to the tenant's representative.

8. Damages/Compensation payments

- 8.1. If LCC is required to pay compensation to the tenant either through a negotiated settlement or Court decision, the compensation will first be used to re-pay any rent arrears or other debts which the tenant owes to LCC (including rechargeable repairs). Any remaining amounts will be paid to the tenant or their legal representative (if instructed).
- 8.2. If a tenant settles a claim for compensation without litigation and the claim is justified LCC will consider paying all reasonable costs, redress and out of pocket expenses under the Compensation and Redress policy.

9. Responsibility

- 9.1. The Chief Officer (Housing & Property) is responsible to the Council/Cabinet for ensuring the effective implementation of this policy through the relevant service Managers.
- 9.2. Legal Services will be responsible for "oversight" of all disrepair claims and will ensure the tracker accurately captures the status of each case as it progresses. This will also include any activity undertaken on behalf of LCC outsourced to external legal practices.
- 9.3. The RMS Manager will be responsible for ensuring all requests for information/updates are prioritised and responded to within requested timescales. The RMS Manager will also agree timescales for completion of works, and amounts to be paid for damages/costs/fees.
- 9.4. The RMS Surveying Manager will be responsible for ensuring all works that have been specified (and agreed to be undertaken) to remedy a disrepair in a Scott Schedule are ordered and allocated to RMS or external contractors. Upon completion all works are to be post inspected, images taken of works and the date of completion. All relevant details to be provided to Legal Services to enable the tracker to be updated.
- 9.5. The RMS Responsive Repairs Manager will be responsible for ensuring all works orders issued to remedy disrepair are undertaken by mutually agreed appointments with the occupier and are completed within the agreed timescales. All failed attempts to gain access must be evidenced and dates/times captured.

10. Customer Voice and Influence

- 10.1. Where appropriate Lancaster City Council will provide updates on disrepair related activity to the Tenant Repairs Steering Group and the Tenant's Voice group.

11. Review of policy

- 11.1. This policy will be reviewed every two years, or in the event there are any changes to legislation or regulations.



Appendix 1 Checklist

Housing Conditions claim Pre action check list.		
Stage		Notes
1. Case Opening and Initial Triage		
	Open disrepair matter on CMS – Loc date needs to be notified to legal from receipt.	
	Confirm tenancy type and landlord responsibility	
	Identify vulnerabilities	
	Check prior complaints	
- Personal injury	- Will take priority and insurance officer needs to be notified	
2. Internal Instructions		
	Issue instruction to Housing, and maintenance team including, resting for a full disclosure.	
	Set internal deadlines	
3. Information Governance	A SAR maybe requested that will be collated and sent directly to the Claimants Solicitors	
4. Housing Disclosure		
	Tenancy file including complaint records, Inspection notes and Photos and housing officer logs.	
5. Maintenance Disclosure		
	Repairs history, job sheets and contractor reports, inspection photos/videos, survey reports and or trackers,	
6. Legal Review		
	Assessment of liability, identify missing records, review	

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	response times, consider experts evidence.	
- Letter of claim	Acknowledge letter of claim, diary protocol deadlines,	
- Settlement and negotiations	Assess the commercial and liability with management for best outcome- Address compensation	
7. Repairs Action Plan		
	Inspection scheduled and logged onto a tracker	
	Scope of works confirmed	
	Completion dates agreed Access and arrangements confirmed.	
8. Monitoring and escalation		
	Track repair progress with maintenance	
	Chase missed deadlines. And update tenant	
- Maintenance	Update on delays if issues with access a week before breach deadline	
9. Closure	Repairs signed off and tenant confirmation sent file closed.	
10. Review	Ensure updates and reviews of past cases to improve on areas of weaknesses.	

