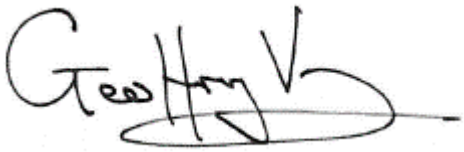
Pre-Action Protocol for Housing Conditions Claims (England)

The substitution of the current Pre-Action Protocol for Housing Conditions Claims (England) with a new Pre-Action Protocol for Housing Conditions Claims (England) is approved by the Master of the Rolls as Head of Civil Justice. The substituted Pre-Action Protocol comes into force on 30 November 2026.



The Right Honourable Sir Geoffrey Vos

Master of the Rolls and Head of Civil Justice

Date: 30th October 2026

SUBSTITUTION OF PRE-ACTION PROTOCOL FOR HOUSING CONDITIONS CLAIMS (ENGLAND)

For the Pre-Action Protocol for Housing Conditions Claims (England) substitute the Pre-Action Protocol for Housing Conditions Claims (England) set out below.

Pre-Action Protocol for Housing Conditions Claims (England)

1 Introduction

1.1 This Protocol applies to residential property situated in England. It relates to claims by tenants and others in respect of or relating to poor housing conditions, including the existence, or possible existence, of hazards and claims based on sections 9A and 10A of the Landlord and Tenant Act 1985.

1.2 This Protocol is intended to apply to cases where, despite the landlord's knowledge of the poor housing conditions, matters, including any questions as to damages, remain unresolved.

1.3 It describes the conduct that the court will normally expect prospective parties in a housing conditions claim to engage in, prior to the start of proceedings. 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 of the issues.

1.4 Before using the Protocol, tenants should ensure that their landlord is aware of those poor housing conditions. Notifying the landlord may be a pre-condition for the landlord to be under a legal liability. A Letter of Claim may itself amount to such a notification.

1.5 If a claim proceeds to litigation, the court will expect all parties to have complied with the Protocol as far as possible, or at least, as far as appropriate in the circumstances of the case (see paragraphs 1.6 and 1.7). The court has power to order parties who have unreasonably failed to comply with the Protocol to pay costs or to be subject to other sanctions or directions.

1.6 Full or partial compliance with the Protocol prior to the commencement of litigation may not be appropriate; for example, in cases where there is serious risk to the health or welfare of a person without urgent court intervention, or compliance would subvert the mandatory requirements of legislation e.g. where a statute or regulation sets time limits.

1.7 The Protocol process does not affect the coming into existence or continuing of a liability (which may give rise to a claim for initial or continuing damages) on the part of a landlord; and is not a reason or excuse for a landlord not to perform, or to delay in performing, any duty owed by them in law.

2 Aims

The Protocol Process has the following aims, being to:

a) enable the parties to resolve the matter without the need to start court proceedings, including through an Alternative Dispute Resolution (ADR) procedure;

b) promote the speedy and appropriate carrying out of any remedial works which are the landlord's responsibility;

c) ensure that tenants receive any compensation to which they are entitled as speedily as possible;

d) ensure that tenants receive any information or advice to which they are entitled as speedily as possible;

e) promote good pre-litigation practice, including the early exchange of information;

f) give guidance on expert evidence to ensure it is restricted to that which is reasonably required; and

g) keep the costs of resolving disputes down.

3 The scope of the Protocol

3.1 A housing conditions claim is a civil claim arising from or relating to the condition of (including the existence, or possible existence, of a hazard in or affecting or which may affect) residential premises and may include a related personal injury claim (see 3.5 below). Although most claims are brought by a tenant against their landlord, this Protocol is not limited to such claims. It covers claims by any person with a housing conditions claim including tenants, lessees and members of the tenant's family. The use of the word "tenant" in this Protocol is intended to cover all such people.

3.2 The types of claim which this Protocol is intended to cover include:

a) all claims brought under the following sections of the Landlord and Tenant Act 1985, and which are all housing condition claims for the purposes of this Protocol –

i) section 9A (implied covenants as to fitness for human habitation),

ii) section 10A (implied covenants as to compliance with the Housing (Prescribed Requirements (England) Regulations 2025 ("the 2025 Regulations") and which presently only apply to social landlords),

iii) section 11 (implied covenants as to repair); and

b) housing conditions claims brought under section 4 of the Defective Premises Act 1972,

c) housing conditions claims in common law nuisance and negligence, and

d) housing conditions claims under the express or implied terms of a tenancy agreement or lease.

It does not cover claims brought under section 82 of the Environmental Protection Act 1990 (which are heard in the Magistrates' Court).

3.3 This Protocol does not cover housing conditions claims which originate as counterclaims or set-offs in other proceedings i.e. where the tenant is seeking to have the compensation due for poor housing conditions set against money claimed by the

landlord (typically in a possession claim for rent arrears). In such cases, the landlord and tenant will still be expected to act reasonably in exchanging information and trying to settle the case at an early stage.

3.4 The Protocol should be followed in all cases, whatever the value of any damages or specific performance claim. However, this is subject to paragraphs 1.6 and 1.7 above.

3.5 Housing conditions claims may contain a personal injury element. If the personal injury claim requires expert evidence other than a General Practitioner's letter, the Personal Injury Pre-Action Protocol should be followed for that element of the housing conditions claim. If the personal injury claim is of a minor nature and will only be evidenced by a General Practitioner's letter, it is not necessary to follow the Personal Injury Pre-Action Protocol. If the situation is urgent, it would be reasonable to pursue separate housing conditions and personal injury claims, which could then be case managed together or consolidated at a later date.

4 Alternative dispute resolution

4.1 The parties should consider whether some form of alternative dispute resolution (ADR) procedure would be more suitable than litigation and if so, try to agree which form of ADR to use. ADR can be used at any stage of this Pre-Action Protocol. Both the landlord and the tenant may be required by the court to provide evidence that alternative means of resolving their dispute were considered. If litigation is commenced, the court can order the parties to engage in ADR.

The courts take the view that litigation should be a last resort, and that claims should not be issued while a settlement is still actively being explored (although this is subject to paragraph 1.6 above). Parties should be aware that the court will take into account the extent of the parties' compliance with this Protocol when making orders about who should pay costs.

4.2 Parties should consider the following options for resolving a dispute—

(a) mediation: information about mediation can be found at https://www.gov.uk/guidance/a-guide-to-civil-mediation;

(b) for council tenants—

(i) The council's own complaints procedures [ ], which should adhere to the Housing Ombudsman's Complaint Handling Code (https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/);

(ii) The Right to Repair Scheme. The scheme is only suitable for small, urgent repairs of less than £250 in value. Information about the scheme can be obtained from the Ministry for Housing, Communities and Local Government https://www.gov.uk/repair-council-property;

(iii) The Housing Ombudsman Service, which can deal with certain complaints from council tenants about housing conditions. If within the scope of its rules, the Housing Ombudsman can progress complaints at the same time that the tenant and landlord follow the pre-action protocol http://www.housing-ombudsman.org.uk/;

(c) for housing association tenants and for tenants of other social landlords—

(i) their complaints procedure operated by the landlord, which should adhere to the Housing Ombudsman's Complaint Handling Code (https://www.housing-ombudsman.org.uk/landlords-info/complaint-handling-code/) ;

(ii) The Housing Ombudsman Service, which can deal with complaints from tenants of social housing about housing conditions. If within the scope of its rules, the Housing Ombudsman can progress complaints at the same time as the tenant and landlord follow the pre-action protocol http://www.housing-ombudsman.org.uk/;

(d) for private tenants, the landlord, the letting agent or the property manager may be a member of a redress scheme enabling unresolved complaints about housing conditions to be independently resolved.

Information about repair rights generally is available at https://england.shelter.org.uk/housing_advice/repairs and at https://www.citizensadvice.org.uk/housing/repairs-in-rented-housing/

Private sector landlords and tenants can find out more about their respective rights and responsibilities for housing conditions from the UK Government's guidance on private renting. https://www.gov.uk/private-renting/repairs

Social housing landlords and tenants may be assisted by the UK Government's guidance in Good Practice Guidance on Housing Disrepair Legal Obligations (January 2002).
http://www.communities.gov.uk/publications/housing/deliveringhousingadaptations2

5 Tenant's Letter of Claim

5.1 Cases about housing conditions can range from straightforward to highly complex, and it is not always possible to obtain detailed information at an early stage. Further, many duties upon landlords may only arise once they have notice of the underlying matter. In order to avoid unnecessary delay and to ensure that notice of both the underlying matter and of the claim is given to the landlord at the earliest possible opportunity, particularly where the situation is urgent, it may be appropriate for the tenant to send a letter notifying the landlord of the claim before a detailed Letter of Claim is sent.

5.2 The tenant should send to the landlord a Letter of Claim at the earliest reasonable opportunity. A specimen Letter of Claim is at Annex A**,** including a template which relates to claims brought by tenants under the covenants implied by section 10A of the Landlord and Tenant Act 1985 for breach of the 2025 Regulations. The letter may be suitably adapted as appropriate. The Letter of Claim should contain the following details–

(a) the tenant's name, the address of the property, the tenant's address if different, the tenant's telephone number and when access is available;

(b) details of the defects (which includes hazards), including any defects outstanding, in the form of a schedule, if appropriate (See Annex C for a specimen schedule of conditions which can be used to inform the landlord of the defects);

(c) history of the defects, including any attempts to rectify them;

(d) details of any notification previously given to the landlord of the poor housing conditions or information as to why the tenant believes that the landlord has knowledge of those conditions;

(e) information as to whether the tenant believes that (i) particular investigations or works are required, and/or (ii) any investigations or works proposed by the landlord are not appropriate or would be inadequate, and if so why;

(f) the effect of the defects on the tenant (including any personal injury claim by the tenant);

(g) whether the tenant believes the situation to be one of urgency or emergency, and, if so, why;

(h) if the 2025 Regulations are relied on –

(i) information as to why the tenant believes the landlord has not complied with their duties under those Regulations, including as to any failure to undertake investigations and/or provide a summary of investigations and outcomes and/or carry out works and/or provide updates and/or provide safety advice; and

(ii) whether the tenant believes that their home is affected by "an emergency hazard" or "a significant hazard" under those Regulations, and, if so, why;

(i) the identities of all other persons who plan to make a personal injury claim and brief details of their personal injury claims;

(j) the details of any special damages (see the form at Annex D);

(k) the proposed expert (see paragraph 7);

(l) the proposed letter of instruction to the expert (see Annex B); and

(m) relevant documents disclosed by the tenant.

5.3 The Letter of Claim should also request disclosure from the landlord of all documents relevant to the poor housing conditions including —

(a) a copy of the tenancy agreement including the tenancy conditions;

(b) the tenancy file;

(c) any documents relating to notice of poor housing conditions given, including copies of any notes of meetings and oral discussions;

(d) any inspection reports or documents relating to works required to the property; and

(e) any computerised records.

5.4 Documents relating to rent arrears or other tenancy issues will not normally be relevant. Nothing in the Protocol restricts the right of the tenant to look personally at their file or to request a copy of the whole file. Neither is the landlord prevented from sending to the tenant a copy of the whole file, should the landlord wish.

5.5 A copy of the Protocol should be sent to the landlord if the tenant has reason to believe that the landlord will not have access to the Protocol e.g. because the landlord is an individual or small organisation. If in doubt, a copy should be sent.

6 Landlord's Response

6.1 Where a landlord is not an individual, a person should be designated to act as a point of contact for the tenant (and their solicitor, if one is involved). The designated person's name and contact details should be sent to the tenant and their solicitor as soon as possible after the landlord receives the Letter of Claim from the tenant.

6.2 The landlord should normally reply to the Letter of Claim within 20 working days of receipt, but, if there is reason for urgency, the landlord should reply within a shorter reasonable period of time. However, this does not affect the landlord's obligations to comply with any time periods (including to investigate, carry out works, provide information and advise) prescribed by the 2025 Regulations or other legislation where relevant. The landlord should also note paragraphs 1.6 and 1.7 above. Receipt of the Letter of Claim is deemed to have taken place two days after the date of the letter. The landlord's response should include at least the following—

(a) copies of all relevant records or documents requested by the tenant;

(b) a response to the tenant's proposals for instructing an expert including—

i. whether or not the proposed single joint expert is agreed**,** and if not agreed to provide reasons;

ii. whether the letter of instruction is agreed;

iii. if the single joint expert is agreed but with separate instructions, a copy of the letter of instruction; and

iv. if the appointment of a single joint expert is not agreed, whether the landlord agrees to a joint inspection; and

(c) information as to what investigations the landlord has carried out (and their outcomes) or proposes to carry out, and what reports have been or are proposed to be provided to the tenant.

6.3 The landlord must also provide a response dealing with the issues set out below, as appropriate. This can be provided either within the response to the Letter of Claim or within 20 working days of receipt of the report of the single joint expert or receipt of the experts' agreed schedule following a joint inspection—

(a) whether liability is admitted and, if so, in respect of which defects;

(b) if liability is disputed in respect of some or all of the defects, the reasons for this;

(c) any point which the landlord wishes to make regarding lack of notice of the defects or any difficulty in gaining access;

(d) a full schedule of intended works, including anticipated start and completion dates and a timetable for the works;

(e) any offer of compensation; and

(f) any offer in respect of costs.

6.4 Failure to respond within 20 working days of receipt of the Letter of Claim or at all, is a breach of the Protocol (see paragraph 1.3) and the tenant is then free to issue proceedings (but also see paragraph 1.6).

6.5 The Letter of Claim and the landlord's response are not intended to have the same status as a statement of case in court proceedings. Matters may come to light subsequently which mean that the case of one or both parties may be presented differently in court proceedings. Parties should not seek to take advantage of such discrepancies, provided that there was no intention to mislead.

7 Experts

7.1

(a) Parties are reminded that the Civil Procedure Rules provide that expert evidence should be restricted to that which is reasonably required and that the court's permission is required to use an expert's report. The court may limit the amount of experts' fees and expenses recoverable from another party.

(b) When instructing an expert, the parties must have regard to CPR 35, CPR Practice Direction 35 and the Guidance for the Instruction of Experts in Civil Claims (2014) https://www.judiciary.uk/wp-content/uploads/2014/08/experts-guidance-cjc-aug-2014-amended-dec-8.pdf

(c) In some cases, it might not be reasonably required to instruct an expert to provide evidence of the housing conditions, for example, if the only issue relates to the level of any damages claimed. It may be advisable for tenants to take photographs or video footage of any defects before and after works.

(d) The expert should be instructed to report on all poor housing conditions which the landlord ought reasonably to know about, or which the expert ought reasonably to report on. The expert should be asked to provide a schedule of works, an estimate of the costs of those works, and to list any urgent works.

Single Joint Expert

7.2

(a) If the landlord does not raise an objection to the proposed expert or letter of instruction within 20 working days of receipt of the Letter of Claim, the expert should be instructed as a single joint expert, using the tenant's proposed letter of instruction. (See Annex B for a specimen letter of instruction to an expert.)

(b) Alternatively, if the parties cannot agree joint instructions, the landlord and tenant should send their own separate instructions to the single joint expert. If sending separate instructions, the landlord should send the tenant a copy of the landlord's letter of instruction with their response to the Letter of Claim.

Joint Inspection

7.3

(a) If it is not possible to reach agreement to instruct a single joint expert, even with separate instructions, the parties should attempt to arrange a joint inspection, meaning an inspection by different experts instructed by each party to take place at the same time. If the landlord wishes their own expert to attend a joint inspection, they should inform both the tenant's expert and the tenant's solicitor.

(b) Should a case come before the court, it will be for the court to decide whether the parties have acted reasonably in instructing separate experts and whether the costs of more than one expert should be recoverable. If parties do not agree a single joint expert, the court may still direct the evidence be limited to a single joint expert.

Time Limits

7.4

(a) Whether a single joint expert or a joint inspection is used, the property should be inspected within 20 working days of the date that the landlord responds to the tenant's Letter of Claim.

(b) If a single joint expert is instructed, a copy of the expert's report should be sent to both the landlord and the tenant within 10 working days of the inspection. Either party can ask relevant questions of the expert who should send the answers to both parties.

(c) If there is a joint inspection, the experts should produce an agreed schedule of works detailing–

i. the defects and required works which are agreed and a timetable for the agreed works; and

ii. the areas of disagreement and the reasons for disagreement.

(d) The agreed schedule should be sent to both the landlord and the tenant within 10 working days of the joint inspection.

Urgent Cases

7.5 The Protocol does not prevent a tenant from instructing an expert at an earlier stage if this is considered necessary for reasons of urgency. Appropriate cases may include–

(a) where the tenant reasonably considers that there is a significant risk to health and safety;

(b) where the tenant is seeking an interim injunction; or

(c) where it is necessary to preserve evidence.

Access

7.6

Tenants must allow the landlord reasonable access for inspection and the carrying out of works in accordance with the tenancy agreement and any relevant legislation. Parties must co-operate to ensure appropriate work is done promptly and the property is made safe as soon as possible.

The landlord and any contractor should give reasonable notice of the need for access, except in the case of an emergency. The landlord must give access to common parts

as appropriate, for example, for the inspection of a shared heating system. If the tenant is no longer in occupation of the premises, the landlord should take all reasonable steps to give access to the tenant for the purpose of an inspection.

Expert's fees

7.7
(a) Experts' terms of appointment should be agreed at the outset, including the basis of charging and time for delivery of the report.

(b) If a single joint expert is instructed, each party will pay one half of the cost of their inspection and report.

(c) If separate experts are instructed, each party will pay the full cost of the inspection and report by their own expert.

7.8
Information about independent experts can be obtained from—

(a) The Chartered Institute of Environmental Health, Consultants Directory **https://www.cieh.org/ehn/consultants-directory/?query=&page=1**

(b) The Royal Institution of Chartered Surveyors' Find a Surveyor https://www.ricsfirms.com/

Taking stock

8 Where the procedure set out in this Protocol has not resolved the dispute between the landlord and the tenant, they should undertake a review of their respective positions to see if proceedings can be avoided and, at the least, to narrow the issues between them (although this is subject to paragraph 1.5 above).

Time limits

9

(a) The time scales given in the Protocol are long stops and every attempt should be made to comply with the Protocol as soon as possible. If parties are able to comply earlier than the time scales provided, they should do so. The Protocol does not affect any contractual or statutory time-limits including those set by the 2025 Regulations.

(b) Time limits in the Protocol may be changed by agreement. However, it should always be borne in mind that the court will expect an explanation as to why the Protocol has not been followed or has been varied and breaches of the Protocol may lead to costs or other orders being made by the court.

Limitation period

10

(a)There are statutory time limits for starting proceedings ('the limitation period'). If a tenant starts a claim after the limitation period applicable to that type of claim has expired, the landlord will be entitled to use that as a defence to the claim. In cases where the limitation period is about to expire, the tenant should ask the landlord to agree not to rely on a limitation defence, so that the parties can comply with the Protocol.

(b) If proceedings have to be started before the parties have complied with the Protocol, they should apply to the court for an order to stay (i.e. suspend) the proceedings until the steps under the Protocol have been completed.

Costs

11 If the tenant's claim is settled without litigation on terms which justify bringing it, the landlord will pay the tenant's reasonable costs. The Statement of Costs Form N260 can be used to inform the landlord of the costs of the claim. https://www.gov.uk/government/publications/form-n260-statement-of-costs-summary-assessment

ANNEX A

LETTER OF CLAIM TEMPLATE

Template (a): Letter from tenant's solicitor to landlord

Dear Sirs,

RE: (TENANT'S NAME AND ADDRESS OF PROPERTY)

We are instructed by your above-named tenant. We are using the Pre-Action Protocol for Housing Conditions Claims – England (but please note that the existence of the Protocol and the contents of this letter do not detract from the existing and continuing legal duties and time-limits upon you, and your obligations to comply with them). We enclose a copy of the Protocol for your information.*

*Section A

For claims relating to the breach of any prescribed requirements in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 other than for a breach of regulations 9, 14 and / or 17 (requirements to provide a written summary or other information)

Your tenant complains of the following breaches of the prescribed requirements under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (otherwise known as "Awaab's law").

(set out nature of non-compliance)

Your tenant specifically complains that you are:

- in breach of regulation (*insert relevant regulation number and title under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 e.g. regulation 6 (requirement to undertake standard investigation)* and;

- that this breach relates to *(outline the issue e.g. exposed wiring in the bathroom)*

The history is as follows: (set out the history of the failure to comply with Awaab's Law requirements, including, where applicable:

- The date on which the landlord became aware of the relevant matter (potential hazard requiring action under Awaab's Law) on (although this letter is to amount to a further notification):
- The date by which the landlord was required to secure that a standard / emergency / renewed / further investigation was completed, and, if applicable, when it was completed
- The findings of the relevant investigation

- The date by which the landlord was required to secure that the relevant safety work was completed, and, if applicable, when it was completed
- If the relevant safety works related to a significant or emergency hazard and were not completed in the initial remediation period under regulation 16 of the 2025 Regulations, the date from which the landlord was required to secure the provision of suitable alternative accommodation, and, if applicable, the date from which that accommodation was provided.
- The date by which the landlord was required to take steps to secure that the relevant supplementary preventative work begins in accordance with regulation 13(3) of the 2025 Regulations, and, if applicable, when such steps were taken AND/OR
- The date by which the landlord was required to secure that the relevant supplementary preventative work was begun, and, if applicable, when it was begun).

The defects at the property are causing (set out the effects of the defects on the client and their family, including any personal injury element. Specify if there will be any additional claimants). Specify whether any of the claimants have vulnerabilities.

If applicable: Please arrange to inspect the property as soon as possible and in accordance with the time periods fixed by the 2025 Regulations where relevant. Access will be available on the following dates and times: (list dates and times as appropriate)

If applicable: Please confirm whether you intend to carry out remedial works at this stage or whether you propose (although we remind you of the opening paragraph to this letter above) to wait until the property has been inspected by the expert(s) as set out below.

If applicable: If you intend to carry out works at this stage, please set out a full schedule of intended works including anticipated start and completion dates and a timetable for the works

**Delete section A if not applicable to the claim*

*Section B

For claims relating to failures to provide a written summary, or other information as required by regulations 9 and/or 14 and/or 17 of the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025.

Your tenant complains that you have not met a prescribed requirement to provide a written summary or other information required under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (otherwise known as “Awaab’s law”).

Your tenant specifically complains that you have where applicable:

- not provided a written summary under regulation 9*,
- failed to keep the tenant updated under regulation 14*, and / or
- not provided safety advice under regulation 17*.

**Delete as appropriate*

The history is as follows: (set out the history of the failure to comply with Awaab's Law requirements, including, where applicable:

- The date on which the landlord became aware of the relevant matter (potential hazard requiring action under Awaab's Law) on (although this letter is to amount to a further notification):
- The date by which the landlord was required to secure that a standard / emergency / renewed / further investigation was completed, and, if applicable, when it was completed;
- The findings of the relevant investigation, the date it was completed, and by when a written summary should have been provided and/or when one was provided;
- What work was identified by the investigation, whether it has or has not been carried out, and in what way(s) the landlord has failed to keep the tenant updated;
- When the initial remediation period ended and what safety advice (if any) has been given and what safety advice has not been given).

Please now provide a written summary and/or update the tenant and/or provide safety advice in accordance with the 2025 Regulations.
**Delete section B if not applicable to the claim*

*Section C

For claims relating to housing conditions, other than breach of requirements in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

Your tenant complains of the following defects at the property (set out nature of defects).

We enclose a schedule of conditions which sets out the defects in each room.*

The history is as follows: (set out history of defects)

You received notice of the defects as follows: (list details of notice relied on).

The defects at the property are causing (set out the effects of the defects on the client and their family, including any personal injury element. Specify if there will be any additional claimants). Specify whether any of the Claimants have vulnerabilities.

Specify whether the situation is one of emergency or urgency.

Please arrange to inspect the property as soon as possible. Access will be available on the following dates and times: (list dates and times as appropriate)

Please confirm whether you intend to carry out remedial works at this stage or whether you wish to wait until the property has been inspected by the expert(s) as set out below.

If you intend to carry out works at this stage, please set out a full schedule of intended works including anticipated start and completion dates and a timetable for the works.

**Delete section C if not applicable to the claim*

*Section D

Disclosure

Please also provide within 20 working days of this letter all relevant records or documents including:

(i) a copy of the tenancy agreement including the tenancy conditions;

(ii) the tenancy file;

(iii) documents relating to notice of defects given, including copies of any notes of meetings and oral discussions;

(iv) inspection reports or documents relating to works required to the property; and

(iv) relevant computerised records.

We enclose a signed authority from our client for you to release this information to us.

We enclose copies of the following relevant documents: (set out list)

**Delete section D if not applicable to the claim*

*Section E

Expert

If agreement is not reached about the carrying out of works within 20 working days of this letter, we propose that the parties agree to jointly instruct a single joint expert (insert expert's name and address) to carry out an inspection of the property and provide a report. We enclose a copy of their CV, plus a draft letter of instruction.

Please let us know if you agree to his/her appointment. If you object, please let us know your reasons **as soon as possible and in any event** within 20 working days.

If you do not object to the expert being instructed as a single joint expert, but wish to provide your own instructions, you should send those directly to (insert expert's name) within 20 working days of this letter. Please send us a copy of your letter of instruction. If you do not agree to a single joint expert, we will instruct (insert expert's name) to inspect the property in any event. In those circumstances, if you wish to instruct your expert to attend at the same time, please let us and (insert expert's name) know within 20 working days.

**Delete Section E as appropriate if not relevant to the claim*

Claim

We take the view that you are in breach of your obligations relating to housing conditions. Please provide me with your proposals for compensation and / or other remedy*. (Alternatively, set out suggestions for general damages i.e. £x for x years).

Our client also requires compensation for special damages, and we attach a schedule of the special damages claimed*.

Yours faithfully

**Delete as appropriate if not relevant to the claim*

Template (b): Letter from tenant (without a solicitor) to the landlord

Dear Sirs,

RE: (YOUR NAME AND ADDRESS OF PROPERTY)

I write regarding housing conditions at the above address. I am using the Pre-Action Protocol for Housing Conditions Claims – England (but please note that the existence of the Protocol and the contents of this letter do not detract from the existing and continuing legal duties and time-limits upon you, and your obligations to comply with them).

I enclose a copy of the Protocol for your information.*

*Section A

For claims relating to the breach of any prescribed requirements in the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (other than for a breach of regulations 9, 14 and / or 17 (requirements to provide a written summary or other information)

I am complaining of the following breaches of the prescribed requirements under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (otherwise known as “Awaab’s law”).

(set out nature of non-compliance)

I am specifically complaining that you have:

- breached regulation [*insert the relevant regulation number and title under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 e.g. regulation 6 (requirement to undertake standard investigation),* and

- that the breach relates to *[outline the issue e.g. exposed wiring in the bathroom]*

The history is as follows:

(Set out the history of the failure to comply with Awaab’s Law requirements, including, where applicable:

- The date you became aware of the relevant matter (potential hazard requiring action under Awaab’s Law) on (although this letter is to amount to a further notification)
- The date by which the landlord was required to secure that a standard / emergency / renewed / further investigation was completed, and, if applicable, when it was completed
- The findings of the relevant investigation
- The date by which the landlord was required to secure that the relevant safety work was completed, and, if applicable, when it was completed
- If the relevant safety works were not completed in the initial remediation period (5 working days for significant hazards and 24 hours for emergency hazards), the date from which the landlord was required to secure the provision of suitable alternative accommodation, and, if applicable, the date from which that accommodation was provided
- The date by which the landlord was required to take steps to secure that the relevant supplementary preventative work begins in accordance with regulation 13(3), and, if applicable, when such steps were taken AND/OR
- The date by which the landlord was required to secure that the relevant supplementary preventative work was begun, and, if applicable, when it was begun)

The defects at the property are causing (set out the effects of the defects on the client and their family, including any personal injury element. Specify if there will be any additional claimants). Specify whether any of the Claimants have vulnerabilities.

If applicable: Please arrange to inspect the property as soon as possible and in accordance with the time periods fixed by the Regulations. Access will be available on the following dates and times: (list dates and times as appropriate)

If applicable: Please confirm whether you intend to carry out remedial works at this stage or whether you propose (although we remind you of the opening paragraph to this letter above) to wait until the property has been inspected by the expert(s) as set out below.

If applicable: If you intend to carry out works at this stage, please set out a full schedule of intended works including anticipated start and completion dates and a timetable for the works.

**Delete Section A if not applicable to the claim*

*Section B

For claims relating to failures to provide a written summary or other information as required by regulations 9 and/or 14 and/or 17 of the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

You have (also *delete as appropriate) not met a prescribed requirement to provide a written summary or other information required under the Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025 (otherwise known as “Awaab’s law”).

I am specifically complaining that you have where applicable:

- not provided a written summary under regulation 9*,
- failed to keep the tenant updated under regulation 14*, and / or
- not provided safety advice under regulation 17*.

**Delete as appropriate*

The history is as follows: (set out the history of the failure to comply with Awaab’s Law requirements, including, where applicable:

- The date on which the landlord became aware of the relevant matter (potential hazard requiring action under Awaab’s Law) on (although this letter is to amount to a further notification):
- The date by which the landlord was required to secure that a standard / emergency / renewed / further investigation was completed, and, if applicable, when it was completed;
- The findings of the relevant investigation, the date it was completed, and by when a written summary should have been provided and/or when one was provided;
- What work was identified by the investigation, whether it has or has not been carried out, and in what way(s) the landlord has failed to keep the tenant updated;

- When the initial remediation period ended and what safety advice (if any) has been given and what safety advice has not been given).

Please now provide a written summary and/or update the tenant and/or provide safety advice in accordance with the 2025 Regulations

* *Delete Section B if not applicable to the claim*

*Section C

Housing Conditions For claims relating to housing conditions, other than breach of requirements in the Hazards in Social Housing (Prescribed Requirements) (England Regulations) 2025

The following defects exist at the property (set out nature of defects).

I enclose a schedule of conditions which sets out the defects in each room.*

**Delete as appropriate*

The history is as follows: (set out history of defects)

You received notice of the defects as follows: (list details of notice relied on).

The defects at the property are causing (set out the effects of the defects on you and your family, including any personal injury element). Specify if there will be any additional claimants). Specify whether any of the Claimants have vulnerabilities.

Specify whether the situation is one of emergency or urgency.

Please arrange to inspect the property as soon as possible. Access will be available on the following dates and times: (list dates and times as appropriate)

Please confirm whether you intend to carry out remedial works at this stage or whether you wish to wait until the property has been inspected by the expert(s) as set out below.

If you intend to carry out works at this stage, please set out a full schedule of intended works including anticipated start and completion dates and a timetable for the works.

**Delete Section C if not applicable to the claim*

*Section D

Disclosure

Please also provide within 20 working days of this letter all relevant records or documents including:

(i) a copy of the tenancy agreement including the tenancy conditions;

(ii) the tenancy file;

(iii) documents relating to notice of defects given, including copies of any notes of meetings and oral discussions;

(iv) inspection reports or documents relating to works required to the property; and

(iv) relevant computerised records.

I enclose copies of the following relevant documents: (set out list)

**Delete Section D if not applicable to the claim*

*Section E

Expert

If agreement is not reached about the carrying out of works within 20 working days of this letter, I propose that we jointly instruct a single joint expert (insert expert's name and address) to carry out an inspection of the property and provide a report. I enclose a copy of their CV, plus a draft letter of instruction. Please let me know if you agree to his/her appointment. If you object, please let me know your reasons within 20 working days.

If you do not object to the expert being instructed as a single joint expert, but wish to provide your own instructions, you should send those directly to (insert expert's name) within 20 working days of this letter. Please send me a copy of your letter of instruction. If you do not agree to a single joint expert, I will instruct (insert expert's name) to inspect the property in any event. In those circumstances, if you wish to instruct your expert to attend at the same time, please let me and (insert expert's name) know within 20 working days.

**Delete Section E if not applicable to the claim*

Claim

I take the view that you are in breach of your obligations relating to housing conditions. Please provide me with your proposals for compensation and / or other remedy. (Alternatively, set out suggestions for general damages i.e. £x for x years). I also require compensation for special damages, and I attach a schedule of the special damages claimed.*

Yours faithfully,

* *Delete as appropriate if not relevant to the claim*

ANNEX B

LETTER OF INSTRUCTION TO EXPERT

Template (a): Letter from tenant's solicitor to expert

Dear

RE: (TENANT'S NAME AND ADDRESS OF PROPERTY)

We act for the above named in connection with a housing conditions claim at the above property. We are using the Pre-Action Protocol for Housing Conditions Claims – England.

We enclose a copy of the Protocol for your information.*

Please carry out an inspection of the above property by (date)** and provide a report covering the following points:

(a) whether you agree that the defects are as claimed;

(b) whether any of the defects is structural;

(c) the cause of the defect(s);

(d) whether any investigations are required as matter of emergency or lesser urgency, and where relevant including whether under the 2025 Regulations the hazard is a significant hazard or an emergency hazard;

(e) whether any works are required as matter of emergency or lesser urgency, and where relevant including whether under the 2025 Regulations the works are required to remedy a significant hazard or an emergency hazard;

(f) the age, character and prospective life of the property;

(g) a schedule of works

(h) how long the works will take to complete;

(i) an estimate of the costs of those works;

(j) whether it is safe for the tenant to continue to occupy the property prior to the work being or while the work is being carried out (including where relevant whether suitable alternative accommodation should be provided to the tenant by their landlord under the 2025 Regulations and for how long); and

(k) whether any (and if so what) information or advice (including under the 2025 Regulations) should be given to the tenant, and if any advice has been given under the 2025 Regulations, whether it is adequate or sufficient.

Access will be available on the following dates and times: (list dates and times as appropriate).

You are instructed as a single joint expert / The landlord is (landlord's name and details) / The landlord will be providing you with their own instructions direct / The landlord will contact you to confirm that their expert will attend at the same time as you to carry out a joint inspection.*

Please provide the report within 10 working days of the inspection. Please contact us immediately if there are any works which require an interim injunction.

If the case proceeds to court, the report may be used in evidence. Please ensure that the report complies with Civil Procedure Rules Practice Direction 35.3 and the Guidance for the Instruction of Experts in Civil Claims (2014) https://www.judiciary.uk/wp-content/uploads/2014/08/experts-guidance-cjc-aug-2014-amended-dec-8.pdf

If you do not have a copy please let us know.

Insert details as to cost and payment

Yours sincerely,
* Delete as appropriate
** The date to be inserted should be 20 working days from the date of the letter

Template (b): Letter from tenant (without a solicitor) to expert

Dear

RE: (YOUR NAME AND ADDRESS OF PROPERTY)

I am currently in dispute with my landlord about housing conditions at the above property. I am using the Pre-Action Protocol for Housing Conditions Claims – England.

I enclose a copy of the Protocol for your information.*

Please carry out an inspection of the above property by (date)** and provide a report covering the following points:

(a) whether you agree that the defects are as claimed;

(b) whether any of the defects is structural;

(c) the cause of the defect(s);

(d) whether any investigations are required as matter of emergency or lesser urgency, and where relevant including whether under the 2025 Regulations the hazard is a significant hazard or an emergency hazard;

(e) whether any works are required as matter of emergency or lesser urgency, and where relevant including whether under the 2025 Regulations the works are required to remedy a significant hazard or an emergency hazard;

(f) the age, character and prospective life of the property;

(g) a schedule of works;

(h) how long the works will take to complete;

(i) an estimate of the costs of those works;

(j) whether it is safe for the tenant to continue to occupy the property prior to the work being or while the work is being carried out (including where relevant whether suitable alternative accommodation should be provided to the tenant by their landlord under the 2025 Regulations and for how long); and

(k) whether any (and if so what) information or advice (including under the 2025 Regulations) should be given to the tenant, and if any advice has been given under the 2025 Regulations, whether it is adequate or sufficient.

Access will be available on the following dates and times: (list dates and times as appropriate)

You are instructed as a single joint expert / The landlord is (landlord's name and details) / The landlord will be providing you with their own instructions direct / The landlord will contact you to confirm that their expert will attend at the same time as you to carry out a joint inspection.*

Please provide the report within 10 working days of the inspection. Please contact me immediately if there are any works which require an interim injunction.

If the case proceeds to court, the report may be used in evidence. Please ensure that the report complies with Civil Procedure Rules Practice Direction 35.3 and the Guidance for the Instruction of Experts in Civil Claims (2014) https://www.judiciary.uk/wp-content/uploads/2014/08/experts-guidance-cjc-aug-2014-amended-dec-8.pdf . If you do not have a copy please let me know.

Insert details as to cost and payment

Yours sincerely,
* Delete as appropriate
** The date to be inserted should be 20 working days from the date of the letter

ANNEX C

Schedule of defects

Housing Condition Protocol

TENANT

	Item Number	Room (tick where appropriate	Complaint (identify briefly)	Notice given (How was the landlord made aware of the problem)	Impact suffered (how has the defect affected you/your client)
Exterior of premises, roof and access Comment:					
Entrance, hall and storage Comment:					
Living room (s) Comment:					
Kitchen Comment:					
Bathroom Comment:					
Bedroom 1 Comment:					

Bedroom 2 Comment:					
Bedroom 3 Comment:					
Other Comment					

ANNEX D

Special damages form

https://www.justice.gov.uk/courts/procedure-rules/civil/pdf/protocols/special-damages-form.pdf

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