



Housing Law Practitioners' Association  
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By email to: [enquiries@rsh.gov.uk](mailto:enquiries@rsh.gov.uk) and  
by post.

Our ref: SW4/WAL402/1

7 May 2025

Dear Regulator,

**Housing Law Practitioners Association complaint about London Borough of Lambeth as Social Landlord**

- 1) We are writing to refer a complaint about the London Borough of Lambeth from the Housing Law Practitioners' Association (HLPAs). The complaint concerns Lambeth's approach to repairs on its housing stock and demonstrates its failure to comply with the consumer standards relating to safety and quality, and to transparency, influence and accountability.
- 2) We enclose with these representations:
  - (a) A table of case studies from member firms;
  - (b) Housing Ombudsman report *Learning from Severe Maladministration* (February 2025);
  - (c) Representations made to the Lord Chancellor on provision of legal aid for housing disrepair cases (18/12/2024);

## Our goals

- 3) The Housing Law Practitioners' Association (HLPAs) is a forum for practitioners working in housing law to share knowledge and information for the benefit of tenants, homeless people and the occupiers of housing. It has approximately 100 member organisations and has been in existence since the 1980s.

## Subject matter of complaint

- 4) HLPAs canvassed its members on bringing a complaint against Lambeth due to the widespread and repeated problems experienced in our disrepair caseload. As the enclosed table shows, solicitors in a wide range of firms are experiencing the same pattern of behaviour with their cases, and there does not appear to be evidence of lessons learnt when a case concludes. The enclosed cases represent a small sample of those conducted by our members, and are submitted to illustrate common themes.

- 5) The cases highlight breaches of two consumer standards:

### ***Safety and Quality Standard – Consumer Standard***

#### ***1.3 Health and Safety***

*1.3.1 When acting as landlords, registered providers must take all reasonable steps to ensure the health and safety of tenants in their homes and associated communal areas.*

#### ***1.4.1. Repairs, maintenance and planned improvements***

*1.4.1. Registered providers must provide an effective, efficient and timely repairs, maintenance and planned improvements services for the homes and communal areas for which they are responsible...*

*2.3.2 Registered providers must set timescales for the completion of repairs...clearly communicate them to tenants and take appropriate steps to deliver to them.*

### ***Transparency, Influence and Accountability Standard***

#### ***2.1 Diverse needs***

*2.1.1 Registered providers must use relevant information and data to:*

*(a) understand the diverse needs of tenants, including those arising from protected characteristics, language barriers, and additional support needs;*

6) Our members' responses show the following:

- Lambeth failing to do repairs works even when court order agreed;
- Failure to communicate either with solicitors or with tenants;
- Works left in a dangerous or half-finished condition e.g. exposed wiring in a bathroom left for months; flooring dug up and never replaced;
- Poor record keeping, so tenants have to have repeated and disruptive visits from contractors before replacement items are ordered and works can progress (also highlighted in recent Housing Ombudsman report preparing for Awaab's Law);
- Repeated cancelled and missed appointments for surveys or repairs;
- Failure to make reasonable adjustments when doing works for tenants with disabilities or those with children;
- Lambeth breaching its own [repairs policy](#); not following its own timescales for repairs, particularly urgent repairs such as issues with hot water/heating supply or toilet breakdowns;

7) We are mindful of the demands on the Regulator's time and have already pursued alternative remedies in all the example cases we have submitted for your consideration, through utilising Lambeth's complaints system and most commonly through the Courts. Lambeth has been made aware of our concerns but this has not led to any acceptance by them that there are systemic problems with their approach to disrepair, or produced any commitment to improve their working practices.

8) As the Regulator will be aware, the Legal Aid, Sentencing and Punishment of Offenders Act 2012 made significant changes to legal aid, and had an extensive impact on caseworkers' ability to do legal aid disrepair work. We enclose representations made by HLPAs to the Lord Chancellor on this subject. As litigators, we only see cases where tenants are able to secure funding and are well enough mentally and physically to undergo the stress of a trial. There are very likely to be other tenants who cannot bring cases. Where a client manages to find a solicitor and fund their case, there are frequently delays of around 12-18 months from bringing a claim to getting a trial date. This means that when a case is successful and Lambeth agrees to do works, it is then doubly frustrating for tenants when works are not done. Although successful litigants have a remedy on paper if court orders are breached, they may not have the financial or the mental resources to return to court. We would also ask the Regulator to take into account that individual litigation is not the most effective way to tackle systemic problems.

9) We understand the Regulator's co-regulatory approach works through developing a relationship of trust with registered providers, meaning that they have a responsibility to be open about mistakes, lessons learnt and areas where they need to improve. Very sadly this does not accord with our experience where tenants' rights are not respected. We do understand the impact of cuts on local authorities and appreciate the difficulties faced in arranging for contractors to carry out works, which often need to be

undertaken in sequence or by more than one tradesperson. In our experience, our clients often start out with faith in their landlord, and optimism that works will be done, but they are then repeatedly let down. This is deeply frustrating for them personally, but also risks causing problems in other areas of housing management, such as disaffected tenants withholding rent as a protest. There are also well documented health risks to tenants living with disrepair such as damp and mould for long periods.

10) We have carefully considered the Regulator's report on Lambeth from November 2024 in deciding whether this is the best time to share our concerns. The nature of the problems we are seeing does mean that these issues need to be raised urgently. We respectfully suggest that our experience on the ground can add valuable information to the Regulator's findings and provide a "warts and all" view from the ground up. The November 2024 report identified problems that are consistent with our members' experience, and on which we can provide more evidence, specifically the report's finding that: "*action is needed to ensure that Lambeth Council is delivering an effective, efficient and timely...repairs service*", and the weaknesses identified in addressing complaints. In addition, the enclosed Housing Ombudsman's report on severe maladministration, prepared in advance of Awaab's Law coming into force in October 2025, reinforces the concerns and experience of HLPAs members in dealing with these cases.

11) We understand that the Regulator engages with tenants' fora and gathers tenant feedback through other methods such as questionnaires from registered providers to inform its assessment. Due to the nature of our work, we engage with tenants who are experiencing significant levels of dissatisfaction with their landlords, and those with disabilities. This is likely to mean that they do not participate in tenants' fora or complete tenant satisfaction surveys, meaning their experience can be overlooked by established evidence-gathering processes.

12) We await hearing from you in relation to the above and would be very willing to provide more information on request.

Yours faithfully  
HLPAs  
C/o Chairs (Dianne Cowie, Laura  
Coyle, Tim Baldwin)

Enc; table of cases  
Legal aid representations  
Housing Ombudsman report

## Lambeth disrepair case studies

14/04/2025

Initials of client	Details of case	Solicitor acting
BB	<p><i>SH (99146/1, 2 &amp; 3, 4 and 5) and linked case LS (99867/1) – public law and housing.</i></p> <p>This was a complex case involving a family of 3 generations in one 2-bedroom 4th floor council flat, suffering from severe disrepair. The household comprised of the main tenant (BB), her two adult daughters, and one of the daughter’s two children. The case was referred by charity Number One Performing Arts (NOPA) due to concerns about the children’s welfare in the overcrowding and poor conditions of the property.</p> <p>BB had previously instructed other solicitors in respect of the disrepair and Lambeth had agreed to complete repairs by March 2023, but had not even commenced works by that period. BB had had the tenancy since the 90’s. Overtime her health had deteriorated such that she became housebound in 2018, as she was unable to manage the stairs to the property and there was no lift. The disrepair case was conducted in parallel to a Part VI and homelessness cases concerning both BB and one of her daughters.</p> <p>BB’s solicitors sent a letter before claim to Lambeth challenging its failure to remedy the disrepair. We instructed an expert surveyor, who provided their report in November 2023 finding the property not fit for human habitation. In between October 2023 and January 2024, there were new issues with the supply of heating and hot water to the property, which were eventually resolved but</p>	<p><b>Osbornes</b></p> <p>Muna Adams, Solicitor</p> <p>E: <a href="mailto:Muna.Adam@osborneslaw.com">Muna.Adam@osborneslaw.com</a> Direct: 020 7482 8426 Mobile: 07512 314 749</p>

	<p>only under much chasing/threat of issue with application for emergency injunction. The disrepair claim was issued in March 2024. In May 2024, the toilet stopped flushing and eventually we had to apply for an injunction against Lambeth to repair the toilet. We also sought directions allowing us to amend our particulars and directing Lambeth to file a properly particularized defence – Lambeth’s Defence essentially pleaded everything it could without specifics – rent arrears, access issues, failure to mitigate loss (none of which were true). The hearing was in August, we obtained the directions sought other than the injunction, which was adjourned with general permission to restore on the basis that Lambeth had confirmed it would be replacing the toilet the day of the hearing (which was in the morning). Lambeth did not do so and we applied again for an injunction. A hearing was listed for September, at this hearing Lambeth was in the process of replacing the toilet whilst the hearing was happening so an injunction was not ordered. Lambeth’s external lawyers attempted to settle the case, justifying its low valuation with case law that we argued did not exist and suspected had been created by AI. Lambeth eventually apologized for its offer letter relying on this non-existent case law.</p> <p>The case was finally settled and the claim stayed in December 2024, with Lambeth agreeing to pay BB £8000.00 in damages, do the works and pay this firm’s reasonable costs. The same month, BB bid successfully on permanent decant property, which she is due to move into next month (February). The case was characterised by delay and failure to actually carry out repairs.</p>	
BV	<p>BV consulted her solicitors in April 2021 about severe water leaks and dampness in her home, after bringing two earlier claims against Lambeth in relation to the leaks and dampness, going back to at least 2009.</p> <p>An SJE was agreed with Lambeth who inspected in June 2021 and specified in his Schedule of the works that the Council instruct Leak Detection specialists to</p>	<p><b>Gt Stewart Solicitors</b></p> <p>Sarah Mossop E: <a href="mailto:s.mossop@gtstewart.co.uk">s.mossop@gtstewart.co.uk</a></p>

locate pipe leaks above the premises, which he strongly suspected was causing the leak. No steps were taken by the Council to do this, the conditions in the premises were worsening, and in January 2022, proceedings were issued.

Finally, in July 2022, after much evidence was provided to show the leakage was occurring when there was no rain for weeks, the leak detection specialists, RAM, were instructed, but incredibly (but not uncommonly in our experience), RAM explained they had only been instructed by the Council to look at the roof and not the pipework. They recommended the pipework be investigated and said they could be instructed to do this! This was one of the many points of despair for BV.

BV further despaired as no further steps to trace the leak were undertaken until September 2022 (and then only because of a vociferous leaseholder below and not because of her many complaints and legal action). The hot water pipework was turned off and some leaking pipes identified and replaced, but not all, such that the leak for leaseholder stopped but our client continued. It was not until mid-October that the leaking pipes affecting BV's home were finally replaced and that leak stopped. Roof leaks, leaks from the balcony and from the defective pointing continued, however.

A Tomlin Order was agreed in February 2023, shortly before the scheduled trial, but a substantial proportion of the agreed works have still not been completed over two years later. The SJE returned in February 2024 and confirmed that the external repointing works that are needed to stop water ingress into both bedrooms have not been done. Lambeth had maintained prior to that inspection that they had been done, but the reinspection showed this was not the case.

	<p>A further year on however, these external works and other external works to the balcony and the roof have still not yet been done. Enforcement action is threatened, and further timetables are set for these works, but they are yet to start.</p> <p>Lambeth have repeatedly ask for access to the property supposedly to do internal works, and it has been difficult for BV to accommodate this due to working full time, and Lambeth have tried to use this as an excuse for their delay in doing the works – despite the need for the external works to be completed and the exterior walls dried out before most of the internal work can be done. Furthermore, when BV has taken time off to give access, Lambeth Contractors have repeatedly failed to attend (including on 9 December 2024), so she has zero trust in the Council keeping appointments and carrying out anything significant when they come, as most recent appointments have simply been for contractors to take photos and further measurements.</p> <p>Throughout the case, Lambeth have failed to focus on the key issues of resolving the leakage by tracing pipe leaks and external works to the pointing and the roof, and have instead sent contractors out for minor internal works. One case of this was in May 2022, when they sent out contractors to do pipe insulation works, when those pipes had water running down them from the corroded and leaking pipes above.</p>	
FF	<p>FF is a woman with one child. She has respiratory problems, anxiety and depression due to conditions at flat (mould and damp) exacerbated by Lambeth. Her daughter has breathing and chest problems.</p> <p>The case has been going on for over 10 years. Since 2022 she’s been assisted by her current solicitors, after the works had been done negligently in conclusion of previous case. No works have been done since 2022 – FF applied for injunction and obtained an order to carry out the works identified by the expert, but</p>	<p><b>Morrisons Spowart</b></p> <p>William Flack, Solicitor</p> <p>E: <a href="mailto:william.flack@morrisonspowart.com">william.flack@morrisonspowart.com</a></p> <p>T: 07852990563</p>

	<p>Lambeth failed to do it. Lambeth’s solicitors have repeatedly advised that they are seeking instructions but are never able to obtain these until shortly before hearing dates. After the hearing date, the line goes dead again. The most recent instructions which the solicitors received were to the effect that all of the repair works have been carried out. The reality was that none of them have been carried out as was confirmed by a further expert report.</p> <p>Court (Clerkenwell &amp; Shoreditch) has failed to relist case for hearing, and had to complain about court. Currently waiting for a hearing date. Penal notice on original order.</p>	
GG	<p>Case opened in August 2022 and letter of claim was sent in the same month. Joint surveyor report was obtained in November 2022, with Lambeth given 31 days to organise and commence the work, and then to complete these works within a further 31 days. The works were not completed.</p> <p>Settlement agreement was entered into in November 2023, with Lambeth agreeing to carry out the works set out in the joint surveyor report within 90 working days. Lambeth did not comply with the settlement agreement.</p> <p>The client instructed Anthony Gold in October 2024 to pursue the case further under a CFA.</p>	<p><b>RCJ Advice</b> Royal Courts of Justice, Strand, London, WC2A 2LL</p> <p>Josh Platt, Housing Solicitor</p> <p>T: 020 3307 8531 E: <a href="mailto:josh.platt@rcjadvise.org.uk">josh.platt@rcjadvise.org.uk</a></p>
HH	<p>HH lacks capacity, she is incredibly vulnerable and requires 24-hour care in her home – which is leaky, damp, mouldy and draughty.</p> <p>A Tomlin order was agreed in October 2023 that works shall be completed by January 2024. Some works have been done, but the major works are still not completed. The client’s solicitors have applied to enforce the order.</p>	<p><b>Miles &amp; Partners LLP</b> 88-90 Middlesex Street, London, E1 7EZ</p> <p>Jasper Blumenthal, Solicitor</p> <p>E: <a href="mailto:Jasper.Blumenthal@milesandpartners.com">Jasper.Blumenthal@milesandpartners.com</a></p>

<p>There are some patterns that keep repeating throughout the case, specifically:</p> <ul style="list-style-type: none"><li>· Lambeth has repeatedly alleged that access has not been provided, which is completely false;</li><li>· Lambeth continues to send their contractors without giving any notice. We have asked them to give notice to either the litigation friend, the client's daughter or her solicitors, but they have continually ignored that request. The solicitors have asked them to give notice to a specific email or phone number about 10 times, but this has been ignored;</li><li>· Lambeth has not provided a schedule of works despite being asked to provide one multiple times. Nor have they provided any repair logs relevant to the disrepair (they only provided logs from years before the proceedings began);</li><li>· Lambeth' solicitors have constantly not been able to provide a substantive response as they are 'taking instructions'.</li></ul> <p>During negotiations prior to filing the enforcement application, Lambeth said that the terms of the Tomlin order (which they agreed) were 'onerous', 'extremely one sided' and were 'without any protections for the local authority'. They said they would not do any works without a further order from the court despite agreeing to as part of the Tomlin order.</p> <p>Lambeth then eventually began to do the works but the communication between the contractors, the client and the legal department was awful and caused delays. The practical effect is that contractors have turned up to do works that either i) are not needed; or ii) cannot be done. For example, Lambeth gave notice one Wednesday evening that works were to begin the following Monday at 9am and the client had to clear two rooms of heavy furniture so that the room could be painted. Firstly, the room had already been painted many months before and didn't need painting. Secondly, they did not offer any support from removals or storage without extensive correspondence through solicitors. Thirdly, they did not agree to delay the proposed start time to allow the</p>	<p>T: 0207 426 0400</p>
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	<p>daughters time to move the items. Lambeth even suggested that our client's carers, who provide 24-hour life sustaining care, could help with the removal of heavy furniture.</p> <p>In the midst of this, the client was admitted to hospital with a serious injury. The case has placed an unreasonable amount of stress and burden onto the client and her family. The family are already under immense stress as it is.</p>	
II	<p>This case highlights frequent cost issues when dealing with Loughborough Estates TMO (funded by Lambeth).</p> <p>It is a common occurrence for the Claim Form to state that the Claimant is the London Borough of Lambeth when in fact the property is managed by Loughborough Estates TMO. This TMO does not take any notice of deadlines on Court Orders, Penal Notices or that they are to pay legal costs and the date that this must be done by.</p> <p>The TMO instructs its own solicitors who also ignore Court Orders and penal notices, and this has caused a waiting time of over a year for costs to be paid on a case. When chasing them, they say that Loughborough Estate Management Board have to wait every quarter for funds from Lambeth before they can pay costs. They are unable to confirm which date they will receive the money, and in turn when we can expect to receive payment. After making a complaint about the firm under stage 1, they sent an email in response repeating the same thing. The interest being accrued has to be calculated again and again, and the continual chasing for payment is time which cannot be recorded or claimed. When contacting Lambeth's legal team, they say that the property is managed by the TMO and they cannot help.</p>	<p>Gurminder Birdi Senior Solicitor &amp; Head of Service</p> <p>Mobile: 07399 867 642 T: 0207 358 7025</p> <p>E: <a href="mailto:GBirdi@ch1889.org">GBirdi@ch1889.org</a></p>

	<p>This whole process deters firms from taking on clients who are managed by the TMO but who desperately need help. If a case is taken on, it is common to have to wait years to be paid costs if successful.</p>	
<p>HDT</p>	<p>HDT has been living at her property since 2002. A pre-issue agreement was reached in June 2020 following proceedings for serious disrepair in her home, but this was breached by Lambeth causing the need to bring 2nd set of proceedings on same matter. The case is still ongoing with a trial listed for 22<sup>nd</sup> May 2025. Most works agreed in the 2020 agreement have not been done, and where works have been done these have been negligent for example exposed wiring has been left in the bathroom for months.</p> <p>Replacement of the windows was an extremely important part of that agreement because the existing windows let in a great deal of condensation which contributes to damp and mould. The wooden sills are rotten and no longer watertight. Until the windows are replaced, the majority of the works on the flat will not effectively remedy the disrepair. We have been told many times that the windows will take time to order, but that this work is being done. In February 2024, Lambeth's solicitors told HDT that the windows had been ordered.</p> <p>Despite chasing several times, no further update was received on this matter. Due to Lambeth unresponsiveness, HDT's solicitors requested information around the council ordering the windows under Part 18. In April 2024, HDT was told that no windows had been ordered, admitting that previous correspondence was in fact misleading. HDT's solicitors wrote to councillor Claire Holland requesting an apology but received no response. In the meantime, the parquet floor was also dug up and not replaced. No temporary repairs were carried out pending installation of windows, despite repeated requests.</p>	<p><b>GT Stewart Solicitors</b> Sarah Waller, Solicitor</p> <p>T: 020 8299 6000 ext 232</p>

	<p>Since then, HDT has been waiting for new windows to be ordered. Lambeth kept booking appointments with HDT, only for these to be missed several times. HDT was contacted again to check measurements for windows in Feb 2025, making it clear that nothing had been ordered up until then.</p> <p>This case has been extremely frustrating for HDT, who is still living with disrepair at the property.</p>	
JJ	<p>JJ was initially assisted with possession proceedings and secured a Tomlin order, detailing works and compensation, in January 2022. No works were then completed, which led to enforcement proceedings and an order for works in October 2022. Again, Lambeth failed to complete the works and another application for an order with a penal notice for the same works was needed.</p> <p>It was initially negotiated that JJ be moved (the client having long lost faith that works would be completed) but Lambeth delayed this and eventually offered unsuitable accommodation that didn't account for the client and her daughter's disabilities. A further hearing then took place in November 2023 where a new order was made, on the same terms as the first but this time including a penal notice. To complicate matters some new issues had also arisen by this point too. The matter eventually reached a disposal hearing last year in May 2024 where a Tomlin was agreed concerning the remaining works and damages. It was then not until around November 2024 that the works were fully completed.</p> <p>Throughout this case (and particularly at the beginning) JJ's solicitors had to chase numerous times for responses from Lambeth's legal services, with responses often given at the last minute with little to no detail. The lack of action in relation to the works was also shocking, with communication about when they were coming and what they were doing being very vague.</p>	<p><b>Southwark Law Centre</b></p> <p>Katie Fleming, Solicitor</p> <p>T: 07842 312 273</p> <p>E: <a href="mailto:Katie.Fleming@southwarklawcentre.org.uk">Katie.Fleming@southwarklawcentre.org.uk</a></p>

	<p>The entire process has been extremely distressing for JJ, who had two young children as well as a disabled adult daughter at home. Giving advice to a client in these circumstances was also very difficult as the local authority were simply not following the norms of conduct you would expect. This of course led to JJ feeling increasingly angry about how ineffective the steps her solicitors had taken to help her were, even though these steps in an ordinary context would have led to works being completed some time ago.</p>	
KK	<p>KK had leaks in his property and his solicitors obtained a Tomlin order on his behalf in November 2022. Works were not completed, and KK's solicitors applied for enforcement in January 2023 and obtained an order for works on in February 2023. Again, works were not completed, and an order with a penal notice was made in August 2023. Shockingly works were only signed off as fully completed in December 2024, although the vast majority had actually been done by December 2023 with some snagging issues remaining.</p> <p>The issues experienced were delayed responses from Lambeth's legal services, and delays with them getting instructions. KK had to switch bedrooms due to the damp experienced and was unable to have his little granddaughter stay.</p>	<p><b>Southwark Law Centre</b></p> <p>Katie Fleming, Solicitor</p> <p>T: 07842 312 273</p> <p>E: <a href="mailto:Katie.Fleming@southwarklawcentre.org.uk">Katie.Fleming@southwarklawcentre.org.uk</a></p>
SC	<p>SC was a long running disrepair case concerning a vulnerable single male, started in 2018.</p> <p>SC had help from previous solicitors in around 2007 and got damages, but the leak in his home had come back and issues returned.</p> <p>SC's current solicitors sent the first letter before claim in December 2018. In January 2019, Mr Paul Williams from Porterhouse carried out an inspection of the property and produced a report. Proceedings were issued in May 2021.</p>	<p><b>Duncan Lewis</b></p> <p>Dianne Cowie, Director</p> <p>E: <a href="mailto:DianneC@Duncanlewis.com">DianneC@Duncanlewis.com</a></p> <p>DDI: 02070147339</p>

In March 2022, Paul Williams was instructed as a single joint expert, and in June 2022 the case settled by way of a Tomlin Order.

In March 2023, SC's solicitors made an application to court to lift the stay, which was heard in July 2023. On this occasion, the court considered both an application to reinstate the case and an application for an injunction. The application for the injunction was not opposed. The court ordered an injunction against Lambeth, in the person of Sophie Taylor, adding that *"if you do not obey this order you may be held in contempt of court and imprisoned or fined, or your assets may be seized"*. The court also ordered that the London Borough of Lambeth *"Must - On or before the 6th September 2023 carry out the outstanding repairs and incomplete repairs, specified in the Report prepared by Paul Williams surveyor (Single Joint Expert in the case)- following his inspection of the premises on the 29th March 2022; as specified in the Schedule of Disrepair incorporated in the Report (attached herewith)"*.

In September 2023, SC's solicitors made a further application for committal, which was heard in October 2023 with a further injunction against Sophie Taylor and detailed order. In November 2023, a further application was made to extend the injunction (not against Sophie Taylor, as the committal had fallen away by agreement at some point), and a further injunction with detailed order was made.

In December 2023, the appointed single joint expert was unable to inspect the property. In February 2024, SC's solicitors made a further application to extend the injunction (as it would have expired and needed this to remain in court as works still not completed/ order complied with) and for further directions. The hearing, initially set for June 2024, was adjourned to September 2024 to obtain

	<p>an updated expert report. In September 2024, the court made a specific and detailed order, and the matter was to be relisted.</p> <p>In December 2024 there was another hearing and specific order, with some issues progressing and identified. In February 2025, agreed extension to provide statement from defendant with specific and updates to be detailed – the statement was not provided, and no one from Lambeth attended the hearing.</p> <p>The last hearing was in March 2025 – leak still not fixed and internal works still not carried out. Injunction was made on this date for works and further order.</p> <p>Between each hearing there was generally no contact from Lambeth until just before the hearings.</p>	
SM	<p>SM is a single mum with OCD, and initial instructions were provided in March 2019. In June, a disrepair report was prepared by Andrew King.</p> <p>In October 2020, a specialist was instructed by Lambeth. Claim was issued in August 2021.</p> <p>In March 2023, SM’s solicitors made an application to lift the stay imposed by the Tomlin Order. In May 2023, District Judge Bell lifted the stay and required a Schedule of Works. During the same month, a Works Order was provided by the Defendant</p> <p>In August 2023, a further order of Deputy District Judge Clark required works to be completed by October 2023. A Further Report by Andrew King was provided in September 2023, following an inspection in August 2022.</p>	<p><b>Duncan Lewis</b></p> <p>Dianne Cowie, Director</p> <p>E: <a href="mailto:DianneC@Duncanlewis.com">DianneC@Duncanlewis.com</a></p> <p>DDI: 02070147339</p>

	<p>In November 2023, a further court order required works set out in repair Works Order from May 2023 to be completed by January 2024. In February 2024, a further surveyor's report was produced.</p> <p>In July 2024, a further order to undertake works and then relist the matter to resolve any issues of outstanding works, including directions for committal for contempt should works not be completed as agreed, damages and costs and to be reserved before DJ.</p> <p>In September 2024, a further order with a very detailed preamble and deadlines for works to be completed. Again, this deadline has not been complied with and the parties are currently waiting for the next hearing to be listed. SM advised that some works are being undertaken.</p> <p>Throughout the case, no update or disclosure being provided at all, and Lambeth solicitors struggled to get instructions. Works seem to be progressing to a degree as of March 2025.</p>	
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# Learning from: Severe Maladministration



**Taking the key lessons from our  
severe maladministration decisions**

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# Introduction

It can be inspirational to hear adults talk about their experiences of growing up in social housing. The sense of pride, the strong bonds created in communities, and the stability afforded family life.

This was recently captured powerfully by Shelter's 'Made in Social Housing' campaign.

Yet, this is not always the experience of children growing up with damp and mould.

The impact on them is written across this report. In some cases, children are sleeping on the floor for more 2 years. Their bedrooms become unusable. The embarrassment of bringing their friends home becomes too great.

And parents tell of health impacts, with asthma repeatedly mentioned.

We now know that Awaab's Law will apply to social landlords responding to damp and mould, and emergencies, from October 2025. The sector has 7 months left to mobilise, and we know many landlords are doing so.

Central to an effective response is the landlord's diagnosis of what is causing damp and mould. This can be complex and require expertise. These cases focus on landlord's use of inspections.

Our casework highlights 4 common failings across landlord inspections.

1. Failing to do an inspection, or the inspection being limited or incomplete.
2. Multiple or conflicting inspections, without the outcomes being reconciled.
3. Disconnects between the inspector's recommendations and the landlord's proposed works.
4. Poorly communicated inspection results, where residents often chase for any information, even if it is vague.

The human impact of these failings is stark. From a pregnant lady waiting for works to be carried out to a vulnerable resident's specialist mattress becoming covered in mould. In one case inspections were conducted for 10 years without progress. In another, inspections happened but the landlord was concerned about the costs of works, and during these delays household's health deteriorated.

In some cases, the local authority's environmental health has also been involved and again it is concerning to see some social landlords not always taking action in response.

Residents' expectations will be raised following a survey in their home. But repeatedly our cases show communication vacuums lasting for months as the resident – and sometimes our investigation – tries to establish what is happening. With Awaab's Law, these silences will need to stop, with communication with residents needing to be open, specific and accurate.

Poor communication can be the result of poor records. Once more, weaknesses in knowledge and information management are shown to hamper the landlord's response to residents, including knowing the status of repairs. This provides the other focus for this report. Our recent **evaluation of our Spotlight report on knowledge and information management** showed some progress, but these cases are a reminder for senior leaders to continue focusing on this issue.

Crucially, this includes landlords recording vulnerabilities in a household, and taking appropriate action, including accelerating repairs or arranging a temporary move.

Landlords need robust records on household circumstances to triage cases and know whether an emergency response is required. And if landlords are not triaging cases, this is something they should urgently look at introducing.

Unsurprisingly, where a landlord's response falls short, residents may feel dismissed. In some of these cases there is evidence of the landlord inferring the resident's lifestyle is to blame for the damp and mould.

It is more than 3 years since we called for culture change in response to this issue. While we know some behaviours have changed, there is still work to do.

We hope these cases help landlords learn from complaints to improve their response to an issue which continues to dominate our casework.

**Richard Blakeway**

**Housing Ombudsman**

## Inspections

It is important that landlords undertake inspections in a timely fashion when an issue is reported, and that any recommendations from that survey are actioned. This report has split the failings the Ombudsman sees into 4 groups that look at inspections from inception to the actions that should come from it.

### 1. No or delayed inspection cases

#### Greenwich Council

**Greenwich Council (202342852)** failed to undertake an inspection for a year, despite the significant impact it was having on the children's bedrooms. This meant works did not start for 2 years, despite the acceptance that parts of the home were uninhabitable.

The resident said her baby had a continuous cough for 8 weeks and was prescribed with an inhaler due to the mould. The family were also left sleeping in the living room, causing stress, overcrowding and immense disruption.

The landlord's policy said it should have inspected the home within 20 days but there is no evidence this happened, despite chases from the resident. When an inspection still failed to take place, the resident made a complaint highlighting the impact on her children and asking for an inspection. Again, this failed to take place. The landlord's

failure to conduct an inspection or damp and mould survey early caused the resident distress and inconvenience.

When the inspection did take place, it recorded that major mould was visible and the bedroom could not be used. The other bedrooms were also severely affected by mould. It recommended an additional survey of the property and a very urgent mould wash. It passed the works to its damp team to conduct a survey. This never happened.

During this time, no risk assessments were undertaken into the severity of the ongoing mould. And temporary moves were not considered until the repair works caused more damage to the home, despite the whole family sleeping in the living room.

In its learning from this case, the landlord says its repairs service is undergoing long term transformation, and it has also provided staff with refresher training and guidance on how to accurately record conditions within a property.

### **A2Dominion Group**

The Ombudsman found severe maladministration after **A2Dominion Group (202229072)** failed to conduct a survey for 3 and a half years, instead relying on mould washes. No explanation has been provided for this delay.

This was despite the resident telling the landlord his daughter had to increase treatment for asthma as a result. He also said he had to throw out various belongings which had been damaged by mould.

The landlord's actions were not in line with its repair obligations and suggested that it did not take the resident's reports seriously.

During our investigation the landlord did not provide any survey reports, or any evidence of an investigation into the underlying causes of damp and mould.

Environmental health carried out an assessment finding significant damp and a category 2 hazard.

Five years from the date of the first report by the resident, the landlord undertook a damp and mould survey to assess the root cause of the issue. An inspection report following this stated that none of the works recommended in the previous inspection report had been carried out.

In its learning from this case, the landlord says it has introduced case managers to oversee the whole process of damp and mould repairs, that residents can contact directly. It has also expanded its databases to allow improved tracking and automate processes.

## RHP

In case **202347109**, **RHP** failed to inspect a home that it knew had damp and mould for nearly a year, which caused the resident stress and delayed works being completed to resolve the issue.

It took 8 months for the landlord to attend the property to inspect the bedrooms. The reason for this delay is unclear and there is no indication the landlord contacted or updated the resident during this time. This was poor and demonstrated a lack of urgency in responding appropriately to reports of damp and mould.

Subsequent landlord visits to the home took place but it did not provide us with a report of these findings. However, the repair log notes that the operative was “not sure” if the issue was with the brickwork and said a bricklayer was needed.

There are no records to indicate that a bricklayer or any other operative attended the property following this visit. It is also unclear from the landlord’s records what action the landlord took regarding the damp and mould reported in the bedroom.

In its learning from this case, the landlord says it has strengthened leadership in this area, enhanced repairs processes, brought in additional resources, and introduced a more proactive approach to damp and mould management.

## 2. Multiple or conflicting inspections cases

### Lambeth Council

It took The Ombudsman made a finding of severe maladministration for how **Lambeth Council (202401512)** handled a damp and mould complaint, with 2 unexplained inspections being undertaken 3 months apart.

The landlord's records do not explain why it arranged for a second inspection. While it may be appropriate to obtain a second opinion, there is no evidence that the landlord acted with urgency in arranging this or the basis for it.

This was unreasonable. It resulted in the resident experiencing a further delay before any remedial work was carried out despite the initial inspection recording leaks and mould.

The second inspection report also was at odds with the works undertaken by the landlord months previously. The landlord said it had completed works to the guttering, but the later inspection recommended the repair of defective external rainwater goods, suggesting these earlier works were not effective.

In its learning from this case, the landlord says it has reviewed the management of contractors, and restructured, retrained and increased the resources of its complaints teams. It has also expanded its repairs team and made significant investments in internal systems and processes.

In case **202331494**, we ordered **Westminster City Council** to pay £7,000 in compensation following multiple surveys that contradicted each other and led to conversations about value for money instead of repairing the resident's home.

Following repairs to fix the roof, the resident chased the landlord to say it was not fixed properly and needed more work. It took the landlord 6 months to inspect the roof. This inspection then did not identify any recent repairs to the gutter and set out further recommendations to resolve the issue.

When the landlord attended to repair, they said it could not be done as the guttering was too rotten. The landlord failed to inspect the home again after this and did not explain any reasoning to the resident.

When asked for a reason why it did not carry out any works, the landlord said the quotes were too high and that its value for money obligations meant it was unable to undertake the repairs.

6 months after the contractor apparently resolved the issues, the landlord carried out another inspection finding heavy water penetration in the front bedroom and very high damp readings. This meant the landlord once again put scaffolding up.

Another 6 months passed with the same pattern occurring, the landlord unable to resolve the leak and therefore scaffolding returning. The resident confirmed the leak was still ongoing as the Ombudsman issued its findings.

These multiple inspections often found the same thing but were at odds with other records that suggested work had been completed but had not been.

2 members of the household were diagnosed with Chronic Obstructive Pulmonary Disease (COPD) during the lifetime of this complaint, which the resident said related to the damp and mould.

In its learning from this case, the landlord has reviewed its approach to managing complex leaks to make sure they are referred for specialist review at an earlier stage when multiple repairs have been made. It has also adopted a new vulnerability policy and now carries out household support reviews to better understand residents.

### 3. Disconnect between inspections and schedule of works cases

#### Metropolitan Thames Valley

The Ombudsman found delays in repairs by **Metropolitan Thames Valley (202308147)**, despite an improvement notice from the council.

After the local authority issued its notice, no action was taken for a further 7 months by the landlord to address damp and mould. When it did act, it was with limited effect.

At one point the landlord claimed not to have received any reports of damp and mould, despite the involvement of the environmental health team, and the resident's reporting evidence. This carried on until eventually the home was transferred to another social landlord.

The lack of action until transfer made the resident believe the landlord was doing it deliberately to not spend money on a home which was not going to be their responsibility soon, although the Ombudsman saw no evidence of this.

The environmental health team also stated the landlord seemed unwilling to listen to issues raised by the resident and ordered the landlord to undertake a range of actions, including a full damp and mould survey. The landlord failed to do this.

In its learning from this case, the landlord says follow up visits are now scheduled between 9 to 12 months after works are completed to inspect the condition of the property, has introduced new case management tools, and now use new digital

survey equipment and reporting software which provides a more comprehensive record of property conditions, surveyors' findings, and recommendations.

## L&Q

**L&Q (202342217)** failed to undertake works following inspections for over a decade.

The resident believes these ongoing problems have resulted in her gaining a respiratory illness and experiencing joint pain and stress.

On multiple occasions issues were marked as complete and then discovered to not be resolved by the next inspection. In others, cases were closed within days but with no record of work carried out.

Despite these surveys over several years, the landlord later said it needed to do further investigation to understand the root causes. But no further action was taken for 10 months when the damp worsened again. Repairs were repeatedly marked as complete, but the source not found. This suggests a weakness in the way the landlord recorded and monitored its complex repairs in this case.

A single point of failure seemed to cause some delays too, with the landlord saying the surveyor was on holiday, had changed their role, and then eventually no longer worked in that area.

In its final stage response, the landlord said it would carry out another inspection and get to the root causes of the issue. However, this still had not happened when the resident brought their complaint to us for investigation. This was not disputed by the landlord who said it would now be carrying out an urgent inspection.

Some of these issues were ongoing during the **special investigation into the landlord**, with the recommendations put forward in that report forming part of the landlord's plan to improve its services.

In its learning from this case, the landlord says it has undertaken 32,000 home visits and installed 17,000 humidity sensors in residents' homes, and also introduced new policies, procedures and staff training focused on damp and mould. It has also recruited additional staff, training and other resources, prioritising efficiency and good communication, and embedding learning from complaints.

### **Bristol City Council**

**Bristol City Council (202340989)** failed to follow survey recommendations which caused a family with young children severe distress. Amongst the family members, one of the children has a respiratory illness and one injured themselves trying to clean the mould.

After a surveyor first attended the home, it is not clear if any works were completed as a result.

The information given to the resident following the survey was vague and showed a lack of understanding about the impact on the household. It was particularly concerning that the surveyor believed the root cause of the mould was the loft insulation, but the landlord did not prioritise this.

The issues raised in the inspection were not resolved for at least 17 months, despite the ongoing impact on a vulnerable household. It failed to follow the recommendations of this survey which would have minimised distress.

In its learning from this case, the landlord says it has used the orders and recommendations from the report to improve its services and will continue to make improvements to its repairs and communications.

### **Cornwall Council**

The Ombudsman found **Cornwall Council (202346623)** failed to take decisive action following an inspection. Despite extensive damp and mould in a home containing a pregnant woman.

Photos sent to the landlord from the resident made the triage assessment set the case as a high priority and ordered an urgent inspection from a surveyor. This took place but there is no record of the surveyor's report.

Another inspection took place a month later, highlighting several defects and proposing recommendations. Including a more specialist survey, which took place 2 days later and found similar conclusions.

Still no actions to resolve the issue were taken by the landlord, despite the resident now sleeping on the sofa as the mould was so bad in the bedrooms. The dehumidifier purchased for the resident was faulty and unusable and the resident repeatedly said the home was not liveable. However, the landlord failed to action the recommendations from the earlier surveys and the issues endured.

In its learning from this case, the landlord says it is carrying out a major project to change the way it delivers responsive repairs. This involves moving from one main contractor to 4 new contractors, splitting Cornwall into 3 'patches' for responsive repairs and delivering heating breakdowns and servicing on a separate regional-based contract. This new way of working is designed to deliver a more timely and efficient repairs service.

### **Freebridge Community Housing**

**Freebridge Community Housing (202347029)** failed to act on inspection recommendations, including urgent matters being dealt with in months rather than days.

The landlord also failed to inform the resident of any inspection outcomes, leaving them having to chase the landlord for updates. While the Ombudsman understands that dealing with leaks can be complex, this makes it even more important to be proactive with communication.

The resident sent a follow up report to the landlord, stating the leak was now affecting 2 bedrooms. The landlord arranged an inspection that made several recommendations. There is no evidence those works were ever completed and a later inspection found the same issues.

Despite some of this urgent work showing as needing to be completed within 3 months, some took as long as 16 months. These delays were not reasonable and meant the resident had to wait a significant amount of time before any meaningful repairs were complete.

The lack of urgency suggested a dismissive attitude towards the resident in reports. Compounded by their daughter's lifestyle being blamed by the landlord, despite inspection evidence of structural issues.

In its learning from this case, the landlord says it has formed a specialist damp and mould team, increased staffing resources, and developed new policy and process in collaboration with customer panels. It has also procured new specialist contractors and invested in a compliance IT system.

#### 4. Poorly communicated inspection cases

##### Ealing Council

**Ealing Council (202306717)** failed to progress damp and mould inspections and communicate with the resident about its actions. This also led to unattended appointments and eventually struggles with access.

When the resident first reported the issue, the landlord asked for photos to allow a surveyor to assess the situation before visiting. While this was reasonable, it took another 2 months for an inspection to be raised.

The landlord raised 3 inspections in the space of a month with no explanation as to why. Not all of them happened and it was not explained to the resident why some were cancelled and others not.

The resident was forced to follow up with the landlord on numerous occasions regarding the inspections and subsequent works. The landlord failed to act urgently or communicate effectively, despite knowing there was a young child living in the property.

In its learning from this case, the landlord says it has undertaken a thorough review of its record keeping, resourcing, systems, processes, and culture, adopting new data management systems and processes. It is also investing in more staff resource and taken on two new repairs contractors.

### **Together Housing Group**

**Together Housing Group (202327540)** made significant failings in a damp and mould case, including not disclosing inspection notes to the residents when requested.

The delays in this case led to children sleeping on the floor for 2 and a half years. The home had widespread black mould on the walls, skirting, and furniture, including the bedframe and mattress which the asthmatic resident was sleeping in.

The landlord failed to provide us with the report or any evidence of the findings from the damp and mould survey. It is unclear if it was really carried out or whether it was recorded incorrectly.

The landlord also failed to communicate its concerns that the home was too small for the family. It did not explore this or the options available to her. When an operative did attend for a mould wash, the landlord failed to communicate this beforehand, and the resident was not ready or happy with the treatment going ahead. This could have been prevented with improved communication.

Internal communication was poor too, with language inferring blame on the resident and her family for having too many people in the house and failing to heat it properly.

It also said its damp and mould reports were not for residents, with an unprofessional email back to the resident showing poor attitudes towards her.

In its learning from this case, the landlord says it has improved its complaint handling; established a dedicated team to manage damp, mould and condensation cases; and revamped internal systems and processes.

**Others found in this category:**

- 202306479 Clarion
- 202323686 Croydon Council
- 202231311 Croydon Council
- **202308633** Enham Trust
- 202403025 Hammersmith and Fulham Council
- 202341070 Hillingdon Council
- **202347088** Longhurst Group
- 202223389 Milton Keynes Council
- 202340110 Notting Hill Genesis
- **202223502** Sutton Housing Partnership
- 202310032 Together Housing

## Key learning relating to inspections

Damp and mould are potential category 1 hazards that fall within the scope of the Housing Health and Safety Rating System (HHSRS). Landlords should be aware of obligations under HHSRS and where a potential hazard is identified, conduct inspections and additional monitoring of the home.

Inspections should be carried out as soon as possible after an issue is reported, with any recommendations being followed up and actioned. Communication with the resident during this time is essential to set out clear expectations and timescales for the works that have come from the inspection.

Vulnerabilities should also be considered if an inspection and remedial action is needed more urgently, and effective triaging of cases by landlords can help at this stage.

Awaab's Law, when implemented in October 2025, will provide landlords with stricter timescales in this area and landlords should prepare accordingly for that so they do not find themselves on the backfoot from the start of an issue being reported.

While reasonable for the landlord to trust the advice of their expert surveyors, if there is a dispute about this from the resident, it may be fair to commission an independent surveyor to ascertain if the same conclusions are met.

When an inspection gets arranged, if it were to be cancelled or missed, a new appointment should be scheduled as soon as reasonably possible. Any appointment should be communicated with the resident and takes the resident's life into consideration when doing so.

If a landlord undertakes multiple surveys with conflicting results, it should reconcile the differences. Landlords should be careful to avoid opting for the recommendations that require the most limited action or continue to commission inspections as an alternative to decisive action.

Another key element of getting the flow from inspection to works right is internal communications within a landlord. Too often there is poor communication or single points of failure. This poor communication can be exacerbated by inadequate record keeping.

## Knowledge and information management

Knowledge and information management is the foundation of an effective service delivery. The consultation on Awaab's Law stressed the importance of record keeping for landlords to fulfil their obligations and this will be a core component of effective communication with residents. Better knowledge and information management will be vital from October 2025 onwards.

### Newlon Housing Trust

**Newlon Housing Trust (202103589)** provided limited repair records, no contractor notes for the majority of any booked repair appointments or inspections, and limited details of action taken in response to inspections.

This hindered its response to the resident and our investigation. It is reasonable to expect a landlord to provide details to support an investigation, which can set out the landlord's position on what action it has taken. In this case, the evidence provided was minimal and inadequate. The landlord was unable to evidence it kept full and detailed records of its actions or provide a clear audit trail of its management of the leak.

There was also little evidence of communication from the landlord to resident during inspections and works. It also failed to provide surveys and reports to the resident when asked. This poor communication continued when the landlord was considering a temporary move for the resident.

It is clear the impact of the poor records on the landlord's handling of this case. There is no evidence the landlord has resolved the leak, or even if it has been located. There is a lack of inspection reports which questions the basis of which the landlord is supposed to reach a resolution.

In its learning from this case, the landlord says it has changed the way it manages ongoing repairs, and all staff have been briefed on their role in handling complaints.

It has also carried out quality audits to ensure this and other learning has been embedded. It has also used the Spotlight reports and self-assessed against these.

### Windrush Alliance UK Community Interest Company

In this case there was significant failings around records as **Windrush Alliance UK Community Interest Company (202310419)**. The landlord failed to provide evidence throughout the case and eventually told us the resident no longer lived in the property when they still did.

The damp was so severe in the home that the resident said it was causing hives, and she had developed asthma. This meant the lack of accurate records, which delayed works being undertaken, was particularly concerning.

The evidence requested by the Ombudsman was ignored or not provided, resulting in a Complaint Handling Failure Order (CHFO) being issued to the landlord. This still did not push the landlord into action and hampered our investigation.

We approached the landlord for comment but on this occasion, they decided not to include a learning statement.

### Hyde Group

**Hyde Group (202328571)** failed to record significant vulnerabilities in a household, including a disabled child and another under 12 months old.

This record failing potentially led to the resident not being prioritised. The resident also reported her disabled daughter collapsed during the timeframes of this case, which she put down to the damp and mould.

Because of the poor records, it was also unclear whether the surveyor had adequate training on assessing the mould. Although internal emails from the landlord stated the mould was out of control, the only actions noted is a mould wash that was marked as complete but again the landlord could provide no evidence of.

In its learning from this case, the landlord says it has improved its complaint handling process, procedures for accessing homes to carry out works and has set up a separate team that specifically monitors and manages damp and mould cases to give them the specialist focus they need.

## L&Q

In this case, **L&Q (202228178)** were unable to evidence whether it had inspected or undertaken any repairs, with poor records throughout. The ongoing damp caused the family embarrassment due to the smell, had the son sleeping in the living room, and unable to invite friends or family to the home.

Due to poor records, the Ombudsman could not confirm the exact start date of the reported issues, whether inspections took place and in what timescale, or what repairs were identified and how they were actioned or communicated.

There was also no evidence to show the landlord's response to the reports of damp and mould was either reasonable or appropriate.

At the point of our findings, there was no evidence that the landlord has completed all the repairs it had agreed to. This is despite it being over 3 years since the resident originally notified the landlord about the damp and mould problems, and 18 months after the landlord told the resident it would complete the repairs in its stage 2 response.

In its learning from this case, the landlord says it has undertaken 32,000 home visits and installed 17,000 humidity sensors in residents' homes, and also introduced new policies, procedures and staff training focused on damp and mould. It has also recruited additional staff, training and other resources, prioritising efficiency and good communication, and embedding learning from complaints.

## Croydon Council

Record keeping failings by **Croydon Council (202320212)** resulted in damp and mould not being effectively tackled for 39 months.

The resident described how the situation worsened his family's physical, mental and emotional health, wellbeing, and education, with 5 young children and 3 family members with asthma.

The landlord confirmed it had not kept full records of the case, including not recording the vulnerabilities present in the household. The landlord's lack of full records for the resident's case again meant it was not possible to confirm the dates, details, or any actions taken for the report and inspection.

In its learning from this case, the landlord says it has launched an ongoing project to capture accurate records of key resident data and increased resources for managing resident complaints, procured specialist damp and mould contractors and delivered training to all staff on the impact of damp and mould.

**Other cases in this category:**

- 202227158 Freebridge Community Housing
- 202234547 Hyde Group
- **202338603** L&Q

## Key learning relating to knowledge and information management

Landlords' systems should enable them to keep accurate records of repair reports, responses, inspections, and investigations.

A successful response to Awaab's Law relies on effective knowledge and information management. It is key landlords get this right and put in place effective policies and processes to accurately record and store data.

This enables landlords to inspect and raise works correctly, reducing the need for clarifications or delays in works being progressed. Repair logs are a vital source of intelligence for landlords, showing a clear activity plan of what has been achieved. When these are not done, the Ombudsman often sees it lead to more delays and frustrations for the resident.

It is also vital that landlords have clear records of any vulnerabilities within the household which might inform its approach.

Ensuring that accurate, robust, and accessible records of key data support a risk-based approach to issues, which can be essential when tackling a complex case such as a leak or a hazard with multiple touch points.

## Centre for Learning resources

**Damp and mould key topics page** containing reports, podcasts and case studies.

**Damp and mould eLearning and workshops** available on the Learning Hub.

**Knowledge and information management key topics page** containing reports, podcasts and case studies.

**Knowledge and information management eLearning** and workshops available on the Learning Hub.

**Attitudes, respect and rights key topics page** containing reports, podcasts and case studies.

**Attitudes, respect and rights eLearning** and workshops available on the Learning Hub.

**Decants key topics page** containing reports, podcasts and case studies.

# Housing

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Services 88 Old Street London EC1V 9HU.

Rt Hon Shabana Mahmood MP, Lord Chancellor & Secretary of State for Justice

By email only

18 December 2024

Dear Lord Chancellor

### **Housing disrepair legal aid**

We are writing regarding the current provision in relation to legal aid for disrepair claims and the wider impact we consider this is having on housing conditions.

HLP/A welcome the recent Ministry of Justice announcement that it will consult on an increase in the fees paid for Housing Legal Aid.

We are pleased that the Government has recognised the absolutely dire state in which years of Conservative rule have left the sector.

With rates cut in 2011 to 1996 levels and no increase since, hundreds of providers have left the sector and thousands of housing legal aid practitioners have been forced to abandon their careers due to being unable to make ends meet.

Most importantly, this has led to housing legal aid deserts springing up across the country and to vulnerable homeless people and tenants struggling to access the help they need at a time of acute housing crisis.

Research recently undertaken by the Law Society revealed that **100% of legal aid housing aid providers are now working at a loss** -  
<https://www.lawsociety.org.uk/topics/research/civil-legal-aid-sustainability>

We will of course be responding to the consultation, but are initial views are:

- Inflation has gone up by over 100% since 1996 – 10% would only take us back to 2010 levels – the increase is not enough
- The consultation must be done at speed – an increase is needed urgently to address the acute needs of the homeless and those in housing need and to encourage providers and practitioners not to leave the sector
- The main cost to housing legal aid providers is employing staff, recent changes including the Employer National Insurance and minimum wage will increase these costs significantly next year – increases in funding need to reflect those cost pressures
- No announcement has been made about other areas of Civil Legal Aid. All too often, a vulnerable client will face legal hurdles on multiple fronts, urgent increases are needed in other sectors to and the aim should be the reintroduction of a truly holistic system of Civil Legal Aid

These issues are pressing across the housing legal aid sector, including disrepair.

You will likely have seen the recent ITV documentary highlighting the terrible conditions some tenants are having to live with, including severe mould and damp.<sup>1</sup> A 2017 report further found that almost 1 in 7 of all social rented homes in England fail to meet basic health and safety standards<sup>2</sup> with defects including exposed wiring, overloaded electricity sockets, dangerous boilers, leaking roofs, vermin infestations or inadequate security. Freedom of information data shows  $\frac{3}{4}$  of private renters living with poor housing conditions are not being properly protected by existing legislation due to lack of enforcement<sup>3</sup>. We consider the poor current state of many such properties to be related in part to the inability of tenants to enforce their rights in relation to repairs, in particular due to not being able to access legal aid for disrepair.

The only housing disrepair cases that remain in scope of legal aid post-LASPO are those where there is a serious risk of harm to health and safety. This excludes any claim for damages. Excluding damages and restricting claims in the above way has made disrepair legal aid completely unworkable to the extent housing disrepair has virtually been removed from scope for legal aid:

- a. A claim for housing disrepair is a claim for damages including an injunction, not an injunction only.
- b. Clients do not want to and should not have to forego their claim for damages.
- c. The urgent element only of the repair works (for example lack of heating) is unlikely to alone be valued at over £1,000 in terms of cost of repairs and so would be a small claim and not within scope of legal aid.
- d. Even where the urgent repair works are valued at over £1,000 (which is unlikely), once these repairs are done (for example urgently by the landlord post issue of proceedings) funding is no longer available. This leaves the client with no solicitors but still having to progress a disrepair claim through the courts as a litigant in person.
- e. The threshold (serious risk of harm to health and safety) is too high, and our association has experience of the Legal Aid Agency rejecting funding at first instance even for a defective boiler. Disrepair which causes serious distress, anxiety and inconvenience such as damp/leaks but where there is not a serious risk of harm to health/safety is out of scope as it does not meet the threshold of serious risk of harm to health and safety.

Therefore, even where there is a serious risk of harm to health and safety, claims under the current provision are unworkable. It is not possible to effectively commence and run a disrepair claim under the current legal aid rules. Disrepair is therefore severely restricted to the extent it is effectively no longer in scope. This is shown by the drop in funding granted for housing disrepair. The chart below shows the number of applications for legal aid funding for disrepair claims since 2010<sup>4</sup>;

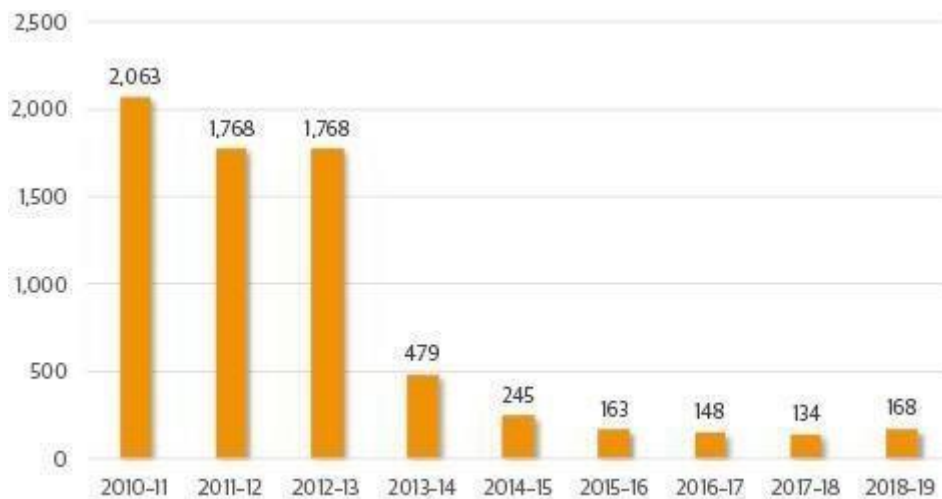
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<sup>1</sup> 'The worst I've ever seen': The appalling and 'unliveable' council housing conditions some have endured during lockdown | ITV News

<sup>2</sup> <https://www.independent.co.uk/news/uk/home-news/uk-social-housing-health-and-safety-standards-failures-england-a7845961.html>

<sup>3</sup> Thousands living in mould-ridden, dangerous homes received no help from councils against landlords, data shows (inews.co.uk)

<sup>4</sup> <https://www.gov.uk/government/statistics/legal-aid-statistics-quarterly-april-to-june-2019>



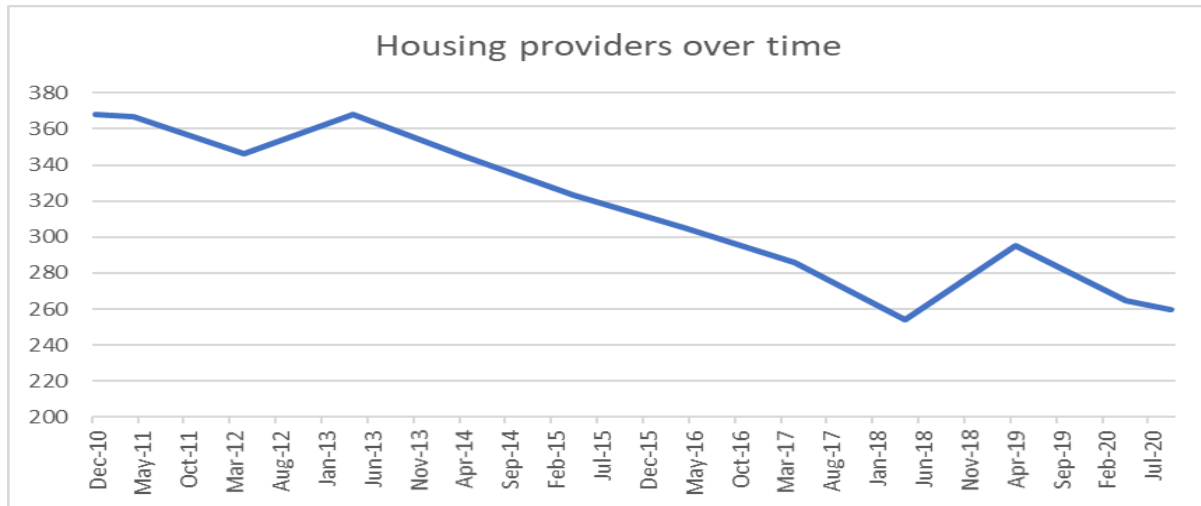
You will no doubt agree it is concerning that only 168 disrepair legal aid applications were made in 2018/19, down from over 2,000 in 2010/11.

Disrepair clients are often vulnerable with physical disabilities and/or mental health issues. Such clients are clearly now not able to get advice and representation on housing disrepair and as a result are having to live in poor housing conditions with no remedy. Conditional Fee Agreements (CFAs) are not appropriate for vulnerable clients. They offer no costs protection in the event that a claimant doesn't get their desired outcome in court, and is therefore faced with paying the legal fees of their opponent. In particular, since LASPO, after the event insurance premiums are no longer recoverable from the opponent. Disrepair damages can be modest whereas insurance premiums are substantial and clients face recovering little in terms of compensation after insurance premiums are accounted for. Private solicitors are likely to only take on disrepair cases under a CFA where the damages are over £10,000.

Post-Grenfell especially, housing conditions are in the spotlight. The Homes (Fitness for Human Habitation) Act 2018 gives tenants potential remedies in relation to dangerous cladding and other fire safety issues as the Landlord & Tenant Act has been amended to include fitness for habitation. However, most tenants will simply be unable to enforce such remedies due to the aforementioned problems with commencing housing conditions claims under legal aid. The removal of the threat of legal proceedings, and the resulting awards of damages and costs, is a disincentive for landlords to maintain tenanted properties and to address issues of disrepair in a timely manner. Further, even though the Grenfell fire was not it appears caused by a repair defect, had surveyors been attending the block instructed under legal aid claims for other disrepair they may have spotted the fire safety issues that were present.

Housing disrepair being removed from scope has not only affected access to justice for clients but also financial sustainability for housing legal aid providers. Housing disrepair was always an unusual area for the MoJ to remove from scope as the costs are in the vast majority of cases paid by the opponent landlord rather than the Legal Aid Agency. Costs recovered in housing disrepair cases would often be the main source of income for housing providers.

It cannot be a coincidence that since LASPO and with the removal of legal aid for disrepair there are housing advice deserts where tenants have no access to housing advice<sup>5</sup>. Firms and law centres have found housing legal aid to be financially unsustainable without housing disrepair work. Figures released by the Legal Aid Agency to the Civil Contracts Consultative Group (obtained from HLPAs) in September 2020 show a marked decline in the number of firms providing housing law advice under a legal aid contract since LASPO;



Based on the above figures/tables, we see a clear correlation between the removal of housing disrepair legal aid and the decline in housing legal aid providers.

Housing disrepair should be brought back fully into scope of legal aid. This will increase access to justice and improve housing conditions and also improve housing legal aid sustainability. This would be at minimal cost to the MoJ given in such cases costs are usually payable by the opponent.

The stock government response on this issue has usually been that legal aid is still available where there is a serious risk of harm to health and safety. We hope this is not your response to us given we have set out above why disrepair claims are not workable under the current legal aid provision.

In addition, whilst we welcome the possibility of a 10% uplift to civil legal aid rates, this will not resolve the deeply rooted systemic issues in the housing legal aid sector. This is particularly true for disrepair claims, as the vast majority of these were taken completely out of scope by LASPO and therefore will not benefit from the uplift at all.

We look forward to hearing from you and would request confirmation disrepair legal aid will be brought fully back into scope. This would be at minimal cost as confirmed above, however the benefits to tenants would be huge.

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<sup>5</sup> [Society exposes 'catastrophic' housing advice deserts | News | Law Gazette](#)

Yours sincerely

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Laura Coyle

Tim Baldwin

Co-chairs of the Housing Law Practitioners Association (HLPAs)