

City

Date: 22/07/2026

To: Whom it may concern

The Chief Executive
The Director of Housing, Station Street
Head of Legal Services
City Council

Re: Letter Before Action – Housing Disrepair, Breach of Statutory Duty, Failure to Maintain Property and Intended County Court Proceedings

Dear Chief Executive

This letter is sent in accordance with the **Pre-Action Protocol for Housing Conditions Claims (England)**. It constitutes formal notice that, unless the matters outlined below are resolved within **14 days** of receipt of this letter, I intend to commence legal proceedings in the County Court without further notice.

Background

I am the secure tenant of the above property since 2003 whereby I had a Mutual Exchanged from previous address to the current residence on the 25/08/ 2008. Throughout my tenancy, I have acted responsibly by paying my rent and maintaining my rent account. Despite fulfilling my obligations as a tenant, the Council has repeatedly failed to fulfil its statutory and contractual obligations as my landlord.

For a considerable period, I have repeatedly reported serious defects affecting my home. These include:

- A hole in the roof.
- Slipped and damaged roof slates allowing water penetration.
- Structural defects to the property.
- Persistent damp and mould throughout the kitchen.
- Moisture penetrating through defective brickwork.
- An external security light that has remained permanently illuminated for over two months despite repeated reports.
- Outstanding repairs that remain incomplete.

Despite numerous reports, letters, telephone calls and inspections, these defects remain unresolved.

Damp and Mould

Three surveyors attended my property and confirmed that the damp and mould were being caused by moisture penetrating through defective brickwork.

Instead of repairing the underlying structural defect, the mould was merely painted over. This cosmetic treatment failed to address the source of the moisture and the mould has continued.

Painting over mould is not an adequate repair where the underlying structural defects remain unresolved. I spoke to the conveyancer who confirmed in an email dated 29th May 2026 that “The Repairs Team have informed me that the target completion date to deal with the damp and Mould is 26th June 2026, but please contact Repairs directly to confirm an actual date” It is not within my jurisdiction to confirm dates to carry out repairs for the team.

Roof Defects

I have repeatedly informed the Council that the roof contains a hole and that roof slates have become displaced, allowing water ingress.

These repairs have not been completed despite repeated requests.

The Council has continued to leave my property exposed to further deterioration while expecting me to continue paying full rent for a property that is not being adequately maintained.

I have been informed that repairs cannot be completed because I have exercised further interest in the property.

I do not accept that explanation.

The defects existed before my interest and application was submitted and the Council's statutory repairing obligations remains.

A pending interest and application that was submitted does not relieve the Council of its legal responsibilities as landlord.

Cancelled Repairs

I have also been informed by a certain company who was assigned by the Council to carry out work, that outstanding repair works were due to be completed but were subsequently stopped by the Council.

If this is correct, I require the Council to explain:

- why those repairs were cancelled;
- who authorised that decision;
- and provide copies of all communications relating to that decision.

Breaches of Duty

The Council's conduct appears to constitute continuing breaches of its statutory and contractual obligations, including but not limited to:

- Section 11 of the Landlord and Tenant Act 1985.

- Homes (Fitness for Human Habitation) Act 2018.
- Housing Act 2004.
- The Social Housing (Regulation) Act 2023 and the strengthened legal framework introduced following the death of Awaab Ishak, requiring social landlords to respond promptly and effectively to damp and mould hazards.

I first reported these defects before the introduction of the strengthened statutory regime. However, the hazards have continued after those reforms came into force.

The Council has therefore had an ongoing obligation to investigate, repair and remove these hazards promptly.

Instead, I have experienced repeated delays, incomplete repairs and a failure to remedy the underlying structural causes of the damp and mould.

Effect Upon Me

The Council's failures have caused me significant distress.

I have been left living in a property affected by water penetration, damp, mould and structural defects while my complaints have largely been ignored.

This has caused considerable anxiety, distress and has negatively affected my mental health and wellbeing, causing me constant worry.

No tenant should be expected to live in these conditions.

Required Action

I require the Council to:

1. Arrange an independent structural survey.
2. Repair the roof, including all defective slates.
3. Repair all defective brickwork causing moisture penetration.
4. Permanently eradicate the damp and mould by repairing the source rather than applying cosmetic treatment.
5. Repair the defective external lighting.
6. Confirm why the company instructed to carry out work were prevented from completing authorised repairs.
7. Confirm whether the Council maintains that repairs were refused because of the interest in the property followed by an application and identify the legal basis relied upon.
8. Compensate me for distress, inconvenience and loss of amenity.
9. Preserve all documents relevant to this dispute, including repair records, inspection reports, photographs, internal emails, contractor communications, Right to Buy records.

Disclosure

I further require copies of:

- Every repair report.
- Inspection reports.
- Survey reports.
- Photographs.
- Contractor notes.
- The company they instruct to carry out work, all correspondence.
- Internal emails relating to my property.
- Complaint records.
- Housing Officer notes.
- All other records relevant to the property's condition.

Intended Proceedings

Should the Council fail to resolve these matters within 14 days, I intend to commence proceedings seeking:

- Specific performance requiring completion of all outstanding repairs.
- Damages for breach of statutory duty.
- Damages for breach of Section 11 of the Landlord and Tenant Act 1985.
- Damages under the Homes (Fitness for Human Habitation) Act 2018.
- Compensation for distress, inconvenience and loss of enjoyment of my home.
- Interest pursuant to section 69 of the County Courts Act 1984.
- My legal costs where recoverable.

I expressly reserve the right to amend or expand my claim upon disclosure of further documentation.

This letter should be treated as a formal Letter Before Action.

I trust the Council will now comply with its legal obligations without the need for litigation.

Yours faithfully, Tenant