



NHAS Guide to Taking Court Action for Disrepair

Introduction

This guide is intended to assist you in taking County court action against your landlord to claim compensation for disrepair issues and/or to seek an order from the court instructing your landlord to carry out certain repairs. It contains suggestions on how you might best prepare for the claim, links to practical resources available to assist you through the process of making the claim, as well as useful information on the possible costs to you of bringing a claim and the way in which the courts calculate the amount of damages (compensation) to be awarded.

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Where to find help with taking court action for disrepair

(This document can be used alongside the 'Taking court action' flow chart)

FIRST STEPS TO CONSIDER

- **Before considering taking court action**, ensure that you **get advice** on disrepair rights and responsibilities and other options for action on disrepair. If you are still living in the property, you will also need to check on the type of tenancy you have and the possible threat of being evicted if you do take action against your landlord. You can approach a Citizens Advice bureau who can advise you on these issues, with help from the National Homelessness Advice service (NHAS) if needed. In addition some Shelter advice services may be able to provide this advice. You can also find further information on the Shelter Website including a useful booklet on 'getting repairs done':

http://england.shelter.org.uk/get_advice/repairs_and_bad_conditions/disrepair_in_rented_accommodation

http://england.shelter.org.uk/get_advice/repairs_and_bad_conditions/disrepair_in_rented_accommodation/repairs_in_private_lets/court_action_to_get_repairs_done

You can find additional disrepair advice on the Advice guide website:

http://www.adviceguide.org.uk/wales/housing_w/housing_renting_a_home_e/renting_from_a_private_landlord.htm#h_repairs

- **Mediation** If negotiations with your landlord continue to be unsuccessful, using mediation can be one way to try to resolve the problem without taking court action. To find a local mediation service, see the civil mediation directory: <http://www.civilmediation.justice.gov.uk/> (indication of fees payable is outlined on the site). To access free mediation you may be able to apply to 'Law works': http://www.lawworks.org.uk/lw_mediation. Some local authorities also run free mediation schemes, so it is worth checking your local authority's website.
- **Legal aid for assistance** In many disrepair cases legal aid funding is no longer available. However, to find out whether you may be entitled to free legal aid help with your claim, go to: <https://www.gov.uk/check-legal-aid>. If you

are entitled you may be able to get free legal help from a solicitor or from Civil Legal Aid: <https://www.gov.uk/civil-legal-advice>

- **Free legal advice** In some cases even where there is no entitlement to Legal aid, you may still be able to access free legal advice. Citizens Advice bureaux, law centres or M.P's may be able to refer you to the 'bar pro-bono unit' in some cases : <http://www.barprobono.org.uk/> You may also be able to access free legal help yourself at 'Law works': <http://www.lawworks.org.uk/>
- **No win- no fee arrangements** Some solicitors will take on disrepair cases on a conditional fee basis ('no win- no fee'). Be sure to check carefully before entering any agreement. Whether you win or lose, you may still have something to pay, and this may be higher than you might expect. You can use the Law Society's on-line directory of solicitors to find a solicitor: <http://www.lawsociety.org.uk/find-a-solicitor/>

MONITORING YOUR DISREPAIR PROBLEM

- **Keeping a diary** It is important that you keep records of all details of your disrepair issues, if you are thinking of taking court action. The blank pro-forma diary sheet ([appendix A](#)) can be used for recording relevant information on your disrepair issues and any action that you have taken in relation to these. You can also find a completed example at ([appendix B](#)).

FOLLOWING DISREPAIR PRE-ACTION PROTOCOL

- **The disrepair pre-action protocol** Before taking court action in disrepair cases the 'disrepair pre-action protocol' should be followed, or you will risk being ordered to pay higher costs, by the court. This document stresses that court should be a last resort. It is available here: http://www.justice.gov.uk/courts/procedure-rules/civil/protocol/prot_hou This includes information on the type of evidence to gather in relation to disrepair and steps that should be taken to contact your landlord, as well as providing standard letters that should be used before taking court action on disrepair.

COMPLETING A COURT APPLICATION FORM

- **Completing claim:** The usual form to use for taking your landlord to court over disrepair issues is the 'N1' form. A link to a blank N1 form and the leaflet EX302 'How do I make a court claim?' are on the HM courts and Tribunals website:
http://hmctscourtfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=338
 Alternatively you can use the 'Money claim on line' process:
<https://www.gov.uk/make-money-claim-online>
 You can see examples of a blank N1 at (Appendix C) and a completed N1 at (Appendix D).
- **Compensation/damages for disrepair:** For further explanation about claiming compensation for disrepair, see Shelter.org.uk:
http://england.shelter.org.uk/get_advice/repairs_and_bad_conditions/disrepair_in_rented_accommodation/compensation_for_disrepair

You can also find more detailed information on how damages are calculated on the page below entitled 'Damages' on page 14.

GOING TO COURT AND COSTS INVOLVED

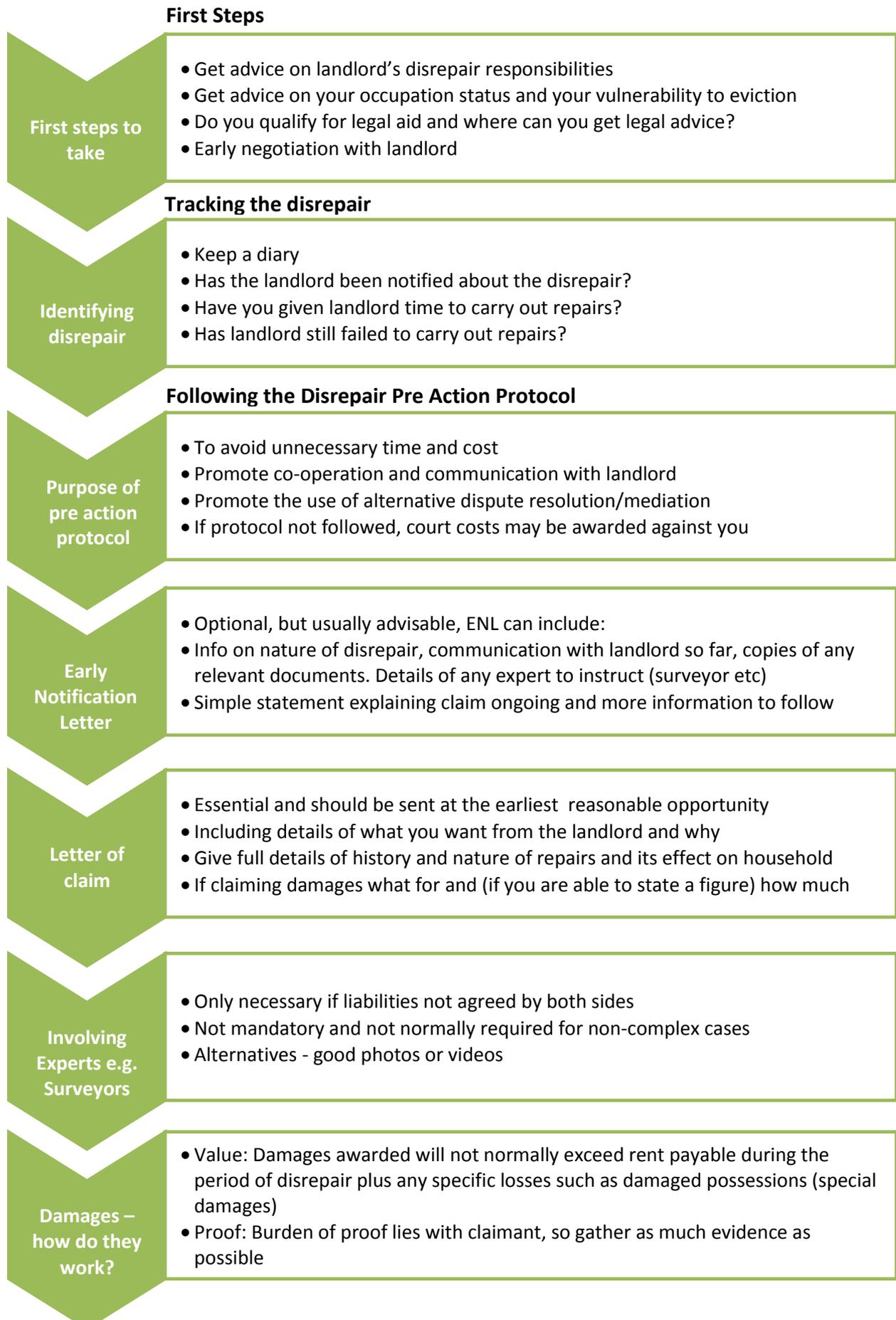
- **Court fees:** Fees are payable at the point of application and also after the claim has been allocated to a 'track' (see below). A leaflet (EX50) giving details on Court fees and leaflet (EX160A) on reductions/exemptions from fees are available on the HM Courts and Tribunals Website:
<http://www.justice.gov.uk/courts/fees>
- **How will a claim be dealt with:** The court will decide whether to allocate the case to the 'small claims track', the 'fast track' or the 'multi-track', which will have a significant bearing on costs involved and how the case is dealt with by the court. More information about which track is likely to be used and the implications of this can be found below on the page entitled tracks and costs on page 8

Once a claim has been submitted, and a defence filed by the landlord, the court may ask both the landlord and tenant to complete an Allocations questionnaire to help the court to determine which track to use. This is called

the N150 form and is available, along with leaflets explaining more about the different tracks (Ex305 and Ex306) on the HM Courts and Tribunals Website: http://hmctsformfinder.justice.gov.uk/HMCTS/GetForm.do?court_forms_id=384 [An example of a completed N150 can be found at \(Appendix E\)](#)

- **Costs:** The costs associated with taking court action are not limited to court fees, and can include various other expenses including, in some cases, some of the expenses paid by the landlord in defending the claim. It is very important that you consider the possible costs before taking court action. Further details can be found in the section entitled 'Tracks and Costs' on page 10.
- **'Representing yourself in court'** – This leaflet is produced by the Bar council. Sections which might be particularly useful include: what to expect at court on the day of the hearing (p19 – p28) and Specific considerations in relation to disrepair cases (p60 – p61)
<http://www.barcouncil.org.uk/instructing-a-barrister/representing-yourself-in-court/>

TAKING COURT ACTION FOR DISREPAIR



Types of damages

- General damages for loss of enjoyment of the property, inconvenience and ill health
- Special damages for loss to claimant's belongings

Landlord's response

- He or she has 20 days to respond to ENL or Letter of Claim
- Response should include if accepts liability: full, part or none?
- Points raised in defence
- Schedule of works, relevant documents, whether proposal for expert is accepted, any offer to pay for claimant's costs or compensation

Possible outcomes after protocol followed

- Repairs are completed and compensation agreed is paid out
- Repairs carried out, but claim for compensation and costs still outstanding
- Repairs not carried out or landlord fails to respond, claimant wants to proceed with full claim

Taking Court action

Fees and remedies available

- Consider fees payable and potential costs
- Two remedies available from the court:
 - 1) Order requiring landlord to perform specific repairs within a certain time
 - 2) Award of damages to reflect claimants loss

Completing a N1 form

Outline total value of claim; if no specific value for specific items claimant will need to state whether they expect it to be more or less than £10,000; if claiming against a landlord in residential premises and also seeking an order for repairs to be carried out you must state this and whether the cost of repairs are more or less than £1000 and/or any claim for damages is more or less than £1000; form to be taken to court: landlord has 14 days to respond.

How will the Claim be dealt with?

- Both sides may be requested to fill in an Allocation questionnaire (N150). It is important that you return this by the date given or your claim may be struck out and you may have to pay costs.
- Judge decides if hearing required and the appropriate route ('track') for claim to be dealt with (see below)

What the court might ask/direct you to do

- Court will make further directions depending on values and complexity
- Directions generally include serving and filing documents and attending hearings
- Claimant must comply with directions otherwise the case may be struck out or claimant ordered to pay more costs

Keeping the court informed

- Advise court if repairs are carried out and whether you still want to pursue for damages
- If any agreement is reached between the claimant and landlord the court must be advised otherwise the costs of any unnecessary court hearing could be charged to the claimant

Costs of taking action in small claims court

Costs

- Costs awarded are limited & may not always cover those incurred. If the reason the case is allocated to the small claims track is because landlord completed repairs after claim was issued, then court will calculate costs as if in fast track up to date repairs completed. This would enable claimant to recover more.
- Claimants should keep a record and evidence of their own expenses but keep costs reasonable

Tracks and Costs

Different tracks used in the County Court

The 'small claims court' is not a separate court in itself but operates as part of the County Court and for the most part the intention is for it to be used by members of the public representing themselves, rather than those seeking advice or representation from a solicitor/lawyer. Cases in the small claims track can sometimes be heard without an actual court hearing taking place, but instead a decision will be made based on the submitted written evidence. The judge will make this decision. If the judge decides that it is not necessary for there to be a court hearing then this reduces the costs for both sides.

The small claims track limit for a disrepair claim where the claimant is ONLY seeking damages/compensation is £10,000.00. However, if the claimant wants to ask the court for an order to carry out repairs and either the amount sought for damages or the amount sought for repairs is worth more than £1,000.00 then the case will be dealt with as a fast track case. So for example if the claimant was seeking £999.00 for the cost of repairs and £999.00 for damages then this would still be dealt with as a small claim.

Fast track cases (up to a value of £25,000.00) are also heard as part of the County Court but might have more formal hearings, although in most cases the trial (hearing) lasts for only one day or less and there is likely to be only one expert on either side. Cases going down this track are likely to incur more costs and although the court will look to ensure any costs incurred by both sides are reasonable and proportionate, if solicitors and certain expert witnesses are involved costs can climb quickly.

The multi-track is for all other claims, that is to say those worth £25,000 or more, or those involving particularly complex elements of the law or which would take longer than one day to be heard at trial. These cases will inevitably attract more costs although of course potential damages to be awarded will also be that much greater. Cases can on rare occasions be heard in the High Court as opposed to the County Court.

Costs

Remember that if you can reach a settlement with your landlord without going to court, you may save yourself considerable costs, so where possible it is worth persevering with your negotiations at every stage of the process.

Having decided you now want to take court action there are certain things you are going to want to consider before moving forward with the action. There are probably four main areas for consideration.

How sure you are that you are going to win, how likely it is that the landlord will pay out any damages awarded by the court, how much you are likely to spend on taking court action and how much you might have to pay if you lose.

How sure am I that I am going to win?

Remember if it is you taking the action the burden is on you to prove your case ('on the balance of probabilities', as opposed to 'beyond reasonable doubt') so you need to think about how much evidence you have to back up your claim. This is where having kept a diary of events might prove invaluable, particularly if you have material evidence in support of this, such as photographs, witness statements, expert reports, or historic correspondence between you and your landlord or agents about the disrepair. All this will help in terms of showing the court why they should rule in your favour.

How likely is it that the landlord will pay up?

One thing to think about is if you do win, how likely you are to be able to make the landlord pay up. One way you might be able to get a view on this, is to make enquiries via the register of county court judgements to see if the defendant already has any unsatisfied county court judgements against them. This means the defendant has previously lost cases in court in the past and has not paid out. In order to check this you can carry out a search of the register of County Court Judgements using <http://www.trustonline.org.uk/search-others> (cost £4 per search).

You could also check to see whether the defendant is bankrupt, to do this contact the Insolvency Service. You can phone on 0845 602 9848 (between 8am and 5pm). More details can be found at www.bis.gov.uk/insolvency.

How much am I likely to spend?

As a bare minimum you will usually have to pay the court fees. At the time of writing (October 2013) in the case of a claim for £500 you would currently have to pay £50 to issue the claim. If the claim was for £1000 you would pay £70 (these costs are slightly reduced if claiming on line but you will not be able to claim exemption/remission from fees if claiming on line). Please check the court fees leaflet ex50 for the most up to date figures.

<http://www.justice.gov.uk/courts/fees>

You will be exempt from paying fees if you receive certain means tested benefits. You may get full or part remission on court fees in a variety of other circumstances. Please refer to the Court service website for further details.

At the point that your claim is allocated to a track you may have further fees to pay. If the case is allocated to the small claims track you will not pay a fee at this stage if your claim is for less than £1500. If your claim is between £1500 and £10000, the fee is £40. However if the case is allocated to the fast track or multi track this will attract a fee of £220. There will be further fees to pay if a hearing is deemed necessary by the court. In the small claims track these fees vary according to the amount claimed (e.g. if claiming between £500.01 and 1000.00 then a hearing fee would be £80.00). In the fast track, the total fee for a hearing is £655. In the multi-track it is £1200.

The other things you need to consider are any other expenses you might incur yourself in taking the action, for example if you work there might be a loss of earnings in taking a day off work to attend or you might have travel expenses in getting to and from the court.

If you have an expert witness who is to attend the hearing you will usually have to pay their fees.

You can recover some of these costs if your claim is successful but the amounts recoverable are limited in small claims cases (see example in table 1 below)

What happens if I lose?

It is really important to understand that if you lose your claim not only will you not get back any of the money you have spent in taking action against your landlord, but

your landlord may ask for any costs he has incurred to defend the action to be recovered from you as well. In small claims cases there is a limit on the amount both sides can recover. Nevertheless these costs could add up.

The table below is an outline of an example of the possible costs, based on a disrepair case in the small claims track, where a hearing is arranged and the landlord enters a defence. These costs will not all be incurred/payable in every case:

Table1.

TYPE OF COST	COST INCURRED by claimant	COSTS paid by landlord and RECOVERABLE from claimant if claim is unsuccessful
Court Fees	£70 (varies according to amount of claim)	
Allocation Fee	£40 (varies according to amount of claim)	
Hearing Fee	£80	
Loss of earnings	£70	£90 (MAX £90)
Travel expenses	£15	£30 (no max)
Expert fees	£100	£125 (MAX £750)
Total costs	£375	£245

Using the above table as an example of costs, should your claim be successful you would be asking for the costs incurred to be awarded (returned) as part of the successful claim, however, if you were to lose you would not only have paid out the sum of £375 but may also be asked to pay back the costs recoverable by the defendant (£245) resulting in a total of £620.

The court also has the power to award costs against one party or the other if either has behaved unreasonably during the court proceedings.

Damages

There are usually two different kinds of damages awarded in disrepair cases.

General damages: these are calculated by the court to compensate the tenant for the inconvenience and loss of enjoyment caused by the disrepair and

Special damages: these are damages which can be calculated precisely by the claimant and are intended to compensate for costs such as damage to clothes, furniture, personal belongings or cost of alternative accommodation, redecoration etc.

In most cases the courts, when attempting to decide the amount of damages, will follow a basic principle and that is to consider the position the claimant would have been in had they not suffered the effects of the disrepair in the first place, and attempt to reflect this in terms of a monetary value.

To help the court to do this in the fairest way possible they will take into account:

The nature of the disrepair

The cause of the disrepair

The actions taken by the landlords

Also if a person has suffered some form of injury or loss, the courts will determine if the person who suffered the injury or loss has, where possible, taken reasonable steps to avoid additional injury or loss (this is commonly referred to as 'mitigation of loss').

The court will also consider whether the person seeking the damages has in any way contributed to the situation by their own action or inaction (this is commonly referred to as 'contributory negligence').

The overriding guidance applied in most cases is that total damages awarded should not exceed the amount of rent payable over the period that the landlord has failed to carry out his repairing duties.

So if you were basing your claim on a period of 6 months and your rent for that period was £500 per month, any award made would not usually be expected to be above £3000.

In claims involving negligence if it can be established that the damage you have suffered is as a result of the defendant (whether the landlord or a contractor such as a builder) failing in their duty of care towards you, the courts will also have to consider if the damage was something that could reasonably have been foreseen and was not too remote.

Clearly the level of damages that might eventually be awarded can vary greatly but to give you some idea of how the courts decide on the amount of damages to award the following case examples might be useful. Please be mindful that it is the principle of how the damages were calculated that is important as opposed to the final amount, as all cases are judged on their individual circumstances and in line with the appropriate monetary values applicable at that time.

Shine v England Churches Housing Group 2004: In this case although the county court judge made an initial award of £19000 (covering a seven year period) damages were reduced to £8000. This was because the Court of Appeal decided unless there were exceptional circumstances, the basic rule of thumb to be applied is to award no more than the rent payable, and the lower award reflected this. This was also a case in which the tenant's failure to mitigate his losses was relevant, since the tenant had failed to cooperate with the landlord, whereas the repairs might have been completed at an earlier date if he had co-operated.

Aslam v Ali 2009: In this case damages were awarded using the base figures of 50% of the rent for the first three years of the tenancy and 33% of the rent for the fourth to sixth years (the % difference was based on the level of disrepair and discomfort experienced throughout the six years that the landlord had failed to complete the repairs). A separate award of special damages was made in relation to certain costs incurred by the tenant: the cost to the tenant of replacing the windows, and the cost of blankets purchased to assist in keeping family warm throughout the winter.

Bernard v Meisuria 2011: In this case damages of £20,000 (including special damages) were awarded to reflect a period of 4 years in which the property had suffered from a rat infestation. The award reflected the fact that the property would have little rental value during the period the property was infested with rats.

Ferguson v Jones 2008: Damages of £4000 awarded for the 17 month period the property was without heating, hot water and a cooker. Further special damages

totalling £1180 were awarded to include the cost of the tenant buying warm meals and two heaters.

Lewis v Courtney 2006: Damages were awarded based on the fact that the disrepair was not particularly serious: in this case 20% of the rent for 18 weeks until the repair was remedied. Here the main issue was severe damp in the bathroom but importantly the bathroom had remained usable. The tenant's claim for special damages failed, because the tenant was unable to prove that he had suffered any damages to his possessions.

Appendix B:

Disrepair Diary

Items that need repairing	Date, description and cause of damage if known	Impact on tenants and property	Contact with landlord: dates, form of contact, what was discussed	Evidence of damage available – photos/videos/reports etc	Details and dates of visits by experts
Pipe work to boiler	<i>The pipe looked like it was corroding and coming apart</i>	I was concerned that this might lead to problems	Email to agent to inform them of problem 1 st August 2013. No response back.		
Ceiling tiles above living room. Plaster work. Pipe work to boiler	<i>Part of ceiling has collapsed. 14th Aug 13.</i> <i>Pipe work to the boiler has fractured. 14th Aug 13.</i>	Living room was flooded and cannot now be used. Supply of hot water stopped. Damage caused to settee	Email sent to landlord's agent at 9am outlining that pipes had fractured causing flooding and damage requested immediate attention. Emailed response from agent at 3.30pm informing us unable to get someone to come out and investigate until tomorrow 15 th Aug 13	Photos of all damage taken and emailed as attachment to agent.	
As above		No hot water or heating available. Not able to use living room as too wet and water damaged.	Phoned agent and explained that plumber said boiler unsafe and needed immediate attention Agent said he would try to contact landlord to see if work could be authorised.	Plumber provided report of works needed which he signed and dated. Copy of report faxed to agent	15 th Aug 13 Plumber came out, said boiler almost certainly unsafe, pipe work needs replacing as opposed to repairing, but not much point in doing this until boiler replaced

As above	As above	As above	<p>I re-contacted agent 16th August who advised that he is having trouble contacting the landlord, but would let me know as soon as he had a response</p> <p>No further contact from agent</p>		
As above	As above	<p>No hot water or heating and unable to use living room. Having to bathe myself and children at mother's house 2 miles away. Also having to boil water to do the washing up.</p>	<p>Rang agent 17th August – still unable to contact landlord.</p> <p>Rang agent 19th August. Agent said landlord would send someone round to fix boiler 21st August.</p> <p>No word from landlord. Rang agent 22nd August. They agreed to chase landlord.</p> <p>Email to agent 24th August with full details of on-going impact of disrepair explained.</p>		

			<p>No response. Rang agent 28th August. No contact with landlord.</p> <p>Agent called 1st September and said landlord is sending plumber 10th September</p>		<p>11th September plumber came out but said he did not have the parts needed. Would return 13th September.</p>
As above	As above	<p>Went to stay at Mother's house 14th September. Continued to stay at Mother's until 15/10/13 this was the date the tenancy was due to end and the work had still not been completed</p>	<p>Called agent 14th September and explained I was going to stay with mother and plumber had not returned. Agent agreed to call landlord</p>		
			<p>Agent called 15th September to say landlord told them plumber could not get parts until 27th September</p>		
			<p>Called agent 30th September to chase. No word from landlord. I also notified agent that I would not be renewing the tenancy.</p>		

Appendix C: Please double click below to open full form

 <h1 style="margin-left: 20px;">Claim Form</h1>	In the	
	<i>for court use only</i>	
	Claim No.	
	Issue date	

Claimant(s) name(s) and address(es) including postcode

○ SEAL ○

Defendant(s) name and address(es) including postcode

Brief details of claim

Value

You must indicate your preferred court for hearings here *(see notes for guidance)*

£

Defendant's name and address for service including postcode		Amount claimed	
		Court fee	
		Solicitor's costs	
		Total amount	

When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Appendix D:



Claim Form

In the Birmingham County Court	
<i>for court use only</i>	
Claim No.	
Issue date	

Claimant(s) name(s) and address(es) including postcode

Jessica Doe
10 Beaconsfield Road
Great Barr
Birmingham
B44 3RF



Defendant(s) name and address(es) including postcode

Paul Walker
21 Carisbrooke Avenue, Hall Green, Birmingham, B26 3OR

Brief details of claim

I am seeking damages from my former landlord for failing to carry out repairs that were his responsibility. As a result of this disrepair there was a flood in my house which caused damage to my property. For a 2 month period I was also left with no heating or hot water, causing me great inconvenience.

Value

£650 Due to inconvenience and loss of enjoyment
£70 Travel costs relating to having no heating or hot water
£400 Replacement of water damaged settee
£1120.00 Total

You must indicate your preferred court for hearings here (see notes for guidance)

Birmingham County Court

Defendant's name and address for service including postcode
Paul Walker
21 Carisbrooke Avenue,
Hall Green,
Birmingham,
B26 3OR

Amount claimed	1120.00
Court fee	80.00
Solicitor's costs	N/A
Total amount	1200.00

When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Claim No.	
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Does, or will, your claim include any issues under the Human Rights Act 1998? Yes No

Particulars of Claim (attached)(to follow)

I was living at 10 Beaconsfield Road, Great Barr, Birmingham, B44 3RF between 16/10/10 and 15/10/13. I lived with my two children who were aged 4 and 6 on the date that I left the property.

The problems started when I noticed that the pipework to the boiler looked like it was corroding. I emailed my agent to inform them of this 1st August 2013. I had no response from them on this issue, and then on Wednesday 14th August 2013, the pipework to the boiler fractured causing a flood in my living room. Part of the ceiling collapsed and my settee was badly damaged by the water that came in. My children and I were unable to use the living room between 14th August 2013 and 15th October 2013 due to the danger caused by the ceiling damage and we would have had nowhere to sit even if it had been safe due to the damaged settee.

I contacted the agent immediately by email 14th August 2013 to inform them about the flood. They sent a plumber round the next day who confirmed that in addition to the pipes to the boiler needing replacing, the boiler was also unsafe and needed replacing. Despite many attempts at contacting the agent the problem persisted until we decided to officially move out on the last day of our tenancy (15th October 2013). During this whole period there was no heating or hot water in the property. This led to me and my family having to travel 2 miles to my mother's house in order to bathe and having to boil kettles in order to wash the dishes. This went on for a month before we eventually went to stay with my mother 14th September.

I would like to claim special damages for the water damage to the settee which I had to replace at a cost of £400.00. In addition I would like to claim general damages from my landlord for this period of time, during which I was unable to use the living room and lacked any heating or hot water, this was very inconvenient and led to a loss of enjoyment which resulted in me and my family having to move out.

The rent during the period from 14th August 2013 to 15th October 2013 was £800 per calendar month. I would therefore like to claim £650 for the 2 month period.

I would also like to claim £70 costs for the additional travel cost incurred during this period.

Please also see the attached documents in support of my claim:

- Disrepair Diary setting out details of actions taken in chronological order
- Copy of the plumbers report signed and dated
- Copies of all photographs taken in relation to disrepair claim
- Copies of email exchanges with Agent/Landlord

Statement of Truth

*(I believe)(The Claimant believes) that the facts stated in these particulars of claim are true.

* I am duly authorised by the claimant to sign this statement

Full name Jessica Doe

Name of claimant's solicitor's firm _____

signed _____ position or office held _____

*(Claimant)(Litigation friend)(Claimant's solicitor) (if signing on behalf of firm or company)

**delete as appropriate*

Claimant's or claimant's solicitor's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of DX, fax or e-mail.

Appendix E:

Allocation questionnaire

To be completed by, or on behalf of,

Jessica Doe

who is [1st][2nd][3rd] [Claimant][Defendant]
[Part 20 claimant] in this claim

Name of court Birmingham County Court	
Claim No.	
Last date for filing with court office	

Please read the notes on page six before completing the questionnaire.

You should note the date by which it must be returned and the name of the court it should be returned to since this may be different from the court where the proceedings were issued.

If you have settled this claim (or if you settle it on a future date) and do not need to have it heard or tried, you must let the court know immediately.

Have you sent a copy of this completed form to the other party(ies)?

Yes No

A Settlement

Under the Civil Procedure Rules parties should make every effort to settle their case before the hearing. This could be by discussion or negotiation (such as a roundtable meeting or settlement conference) or by a more formal process such as mediation. The court will want to know what steps have been taken. Settling the case early can save costs, including court hearing fees.

For legal representatives only

I confirm that I have explained to my client the need to try to settle; the options available; and the possibility of costs sanctions if they refuse to try to settle.

For all

Your answers to these questions may be considered by the court when it deals with the questions of costs: see Civil Procedure Rules Part 44.3 (4).

- Given that the rules require you to try to settle the claim before the hearing, do you want to attempt to settle at this stage? Yes No
- If Yes, do you want a one month stay? Yes No
- If you answered 'No' to question 1, please state below the reasons why you consider it inappropriate to try to settle the claim at this stage.

Reasons:

Further proposal put forward for pre-settlement meeting, this was put directly to both landlord and agent. No direct response from landlord and agent responded stating not prepared to negotiate without landlord's permission to do so. Agents confirmed that they have been in contact with landlord about the claim, but landlord had advised he was unwilling to meet to discuss further.

B Location of trial

Is there any reason why your claim needs to be heard at a particular court? Yes No

If Yes, say which court and why?

Birmingham County Court. Both I and the defendant's have our current addresses in Birmingham.

C Pre-action protocols

You are expected to comply with the relevant pre-action protocol.

Have you done so? Yes No

If No, explain why?

D Case management information

What amount of the claim is in dispute?

£1,120.00

Applications

Have you made any application(s) in this claim?

Yes No

If Yes, what for?

(e.g. summary judgment,
add another party)

For hearing on

Witnesses

So far as you know at this stage, what witnesses of fact do you intend to call at the trial or final hearing including, if appropriate, yourself?

Witness name	Witness to which facts

Experts

Do you wish to use expert evidence at the trial or final hearing? Yes No

Have you already copied any experts' report(s) to the other party(ies)? None yet obtained
 Yes No

Do you consider the case suitable for a single joint expert in any field? Yes No

Please list any single joint experts you propose to use and any other experts you wish to rely on. Identify single joint experts with the initials 'SJ' after their name(s).

Expert's name	Field of expertise (eg. orthopaedic surgeon, surveyor, engineer)
Mr Dale Jenkinson	Professional plumber

Do you want your expert(s) to give evidence orally at the trial or final hearing? Yes No

If Yes, give the reasons why you think oral evidence is necessary:

Track

Which track do you consider is most suitable for your claim? Tick one box small claims track
 fast track
 multi-track

If you have indicated a track which would not be the normal track for the claim, please give brief reasons for your choice

Disclosure of electronic documents

If you are proposing that the claim be allocated to the multi-track:

1. Have you reached agreement, either using the Electronic Documents Questionnaire in PD31B or otherwise, about the scope and extent of disclosure of electronic documents on each side? Yes No
2. If No, is such an agreement likely? Yes No
3. If there is no agreement and no agreement is likely, what are the issues about disclosure of electronic documents which the court needs to address, and should they be dealt with at the Case Management Conference or at a separate hearing?

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E Trial or final hearing

How long do you estimate the trial or final hearing will take?

days	hours	minutes
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Are there any days when you, an expert or an essential witness will not be able to attend court for the trial or final hearing? Yes No

If Yes, please give details

Name	Dates not available

F Proposed directions *(Parties should agree directions wherever possible)*

Have you attached a list of the directions you think appropriate for the management of the claim? Yes No

If Yes, have they been agreed with the other party(ies)? Yes No

G Costs

Do not complete this section if you have suggested your case is suitable for the small claims track or you have suggested one of the other tracks and you do not have a solicitor acting for you.

What is your estimate of your costs incurred to date? £

What do you estimate your overall costs are likely to be? £

In multi-track cases these questions should be answered in compliance with CPR Part 43.

H Fee

Have you attached the fee for filing this allocation questionnaire? Yes No

An allocation fee is payable if your claim or counterclaim exceeds £1,500.

Additional fees will be payable at further stages of the court process.

I Other information

Have you attached documents to this questionnaire? Yes No

Have you sent these documents to the other party(ies)? Yes No

If Yes, when did they receive them?

Do you intend to make any applications in the immediate future? Yes No

If Yes, what for?

In the space below, set out any other information you consider will help the judge to manage the claim.

Please also see the attached documents in support of my claim:

- Disrepair Diary setting out details of actions taken in chronological order
- Copy of the plumbers report signed and dated
- Copies of all photographs taken in relation to disrepair claim
- Copies of email exchanges with Agent/Landlord

Signed

Date

[Counsel] [Solicitor] [for the][1st][2nd][3rd][
[Claimant] [Defendant] [Part 20 claimant]

Please enter your name, reference number and full postal address including (if appropriate) details of telephone, DX, fax or e-mail

Jessica Doe 10 Beaconsfield Road Great Barr Birmingham Postcode <input type="text" value="B 4 4"/> <input type="text" value="3 R F"/>	If applicable	
	Telephone no.	<input type="text"/>
	Fax no.	<input type="text"/>
	DX no.	<input type="text"/>
	Your ref.	<input type="text"/>

E-mail