

LETTER BEFORE CLAIM — BUILDING WORK

A formal letter to your builder before a court claim — facts, legal basis, what you want, ADR

FOR YOU TO KEEP

KD-HM-LC-012 Rev A0

ABOUT THIS DOCUMENT

- General information, not advice. This explains in general what the law says in England and Wales. It is not legal advice about your own situation, and filling it in cannot promise any result.
- Get help early. For your own situation, speak to a solicitor, or to the Citizens Advice consumer helpline on 0808 223 1133 (or 0808 223 1144 for a Welsh-speaking adviser), Monday to Friday 9am to 5pm. For anything to do with a shared wall, speak to a party wall surveyor.
- Where it applies. This letter and its guide are written for England and Wales. In Scotland, claims for payment of up to £5,000 use simple procedure in the sheriff court, which has its own rules. In Northern Ireland, a small claim is generally one of not more than £5,000 (nidirect), with its own rules.
- A letter before claim is not a court form, and sending one does not start a court claim.

1 WHAT A LETTER BEFORE CLAIM IS, AND WHEN TO SEND IT

A letter before claim (sometimes called a letter before action) is a formal letter to your builder. It sets out what went wrong, the legal basis of your claim, what you want and how any money is worked out, and it gives the builder a fair chance to answer before you go to court. A court claim for money is made separately, online or by post (gov.uk).

Use it after the other steps, in this order: complain to the builder in writing and give them a fair chance to put things right (the letters in KD-HM-BL-013); if the builder belongs to a trade body or scheme with a dispute service, or your contract names one, consider using it (but read the note on arbitration in section 2); then send this letter; court comes last. The Practice Direction on Pre-Action Conduct and Protocols says "Litigation should be a last resort" (para 8).

WHICH COURT RULES APPLY — WHY THIS LETTER COVERS BOTH

In short: send this letter before any court claim. It follows two sets of court rules, because it is not clear which one applies to a homeowner's claim against a builder.

The Practice Direction on Pre-Action Conduct and Protocols (court rules about what to do before a claim) applies where no pre-action protocol applies (para 2). The Pre-Action Protocol for Construction and Engineering Disputes says it "applies to all construction and engineering disputes" (para 1.1). The sources we read do not settle whether a court expects a homeowner's small claim to follow that Protocol.

So this letter contains what both ask for. From the Practice Direction: the basis of the claim, a summary of the facts, what you want, and if money, how the amount is worked out (para 6(a)). From the Protocol's letter of claim: both names and addresses, a brief summary with the main contract terms and legal provisions relied on, what you claim with a proportionate breakdown, and any experts (para 7.1).

It asks for an acknowledgement within 14 calendar days and a full response within 28 days — the Protocol's periods (paras 8.1 and 8.5). These periods come from court rules, not from an Act of Parliament. In a very complex case the Practice Direction allows no more than 3 months for a response (para 6(b)); under the Protocol the parties can agree longer, but not more than 28 days extra in total for any step (para 10.1).

The safe course is to follow the Pre-Action Protocol for Construction and Engineering Disputes, or at least the Practice Direction – Pre-Action Conduct and Protocols, and to get advice. If your claim is large or complicated, or the builder disputes it, take advice from a solicitor or Citizens Advice before you go further.

2 BEFORE YOU SEND IT

- ☐ I have complained to the builder in writing and given a fair chance to put things right
- ☐ I have read my contract for any clause about notices, disputes, ADR or arbitration (see the note on arbitration below)
- ☐ I have checked whether the builder belongs to a trade body or scheme with a dispute service
- ☐ I have gathered the contract or quotation, payment records, photographs, messages and written quotes to put things right
- ☐ Every amount I claim is backed by a document
- ☐ I have the builder's correct legal name and address — for a company, its registered name and registered office
- ☐ I will keep a copy of the letter and proof of when and how I sent it

ADR. When a builder answers a complaint, it must tell you about any ADR scheme or other arrangement available if you are unhappy with the outcome that it is obliged to use — by law, by your contract, or by other contractual arrangements it is party to (Digital Markets, Competition and Consumers Act 2024 s.308(3) and (4)); this applies to complaints received from 6 April 2026, when s.308 came into force (s.310(8)). A builder that is not obliged to use a scheme does not have to name one, and s.308 does not oblige a builder to join a scheme. ADR (alternative dispute resolution) means settling a dispute with the help of an independent person, such as a mediator or an ombudsman.

Arbitration. Arbitration is a process in which a third party decides the dispute (Practice Direction para 10(b)). If your contract says disputes must go to arbitration, take advice before you agree to use it. A term in a consumer contract that is an arbitration agreement is unfair so far as it relates to a money claim of not more than £5,000 (Arbitration Act 1996 s.91 and the Unfair Arbitration Agreements (Specified Amount) Order 1999 art 3), and an unfair term is not binding on you (Consumer Rights Act 2015 s.62(1)) — so for a claim of that size the clause does not stop you using the small claims court, although you can choose arbitration if you want to. Above £5,000, whether the clause is fair depends on the circumstances: take advice.

Be accurate. The Practice Direction warns that "A person who knowingly makes a false statement in a pre-action protocol letter or other document prepared in anticipation of legal proceedings may be subject to proceedings for contempt of court" (para 2). State facts you can back up. Say only what you will lawfully do next — for example, start a court claim. Do not stop paying an amount the contract says is due without taking advice first.

Time limit. In England and Wales "An action founded on simple contract shall not be brought after the expiration of six years from the date on which the cause of action accrued" (Limitation Act 1980 s.5). For a claim that the builder broke the contract, the six years run from when the contract was broken — normally when the faulty work was done, or when the work should have been finished — not from when you found the problem. If you found the problem late, or the work was done some years ago, take advice now. The pre-action rules do not change the time limits: if time is close to running out, a claim can be started first and the court asked to pause it while the pre-action steps are done (Practice Direction para 17; Protocol para 12.1).

Costs if it goes to court. The court takes into account whether each side followed the Practice Direction or a relevant protocol when it manages the case and decides costs, and can apply sanctions (Practice Direction paras 13 to 16). The Protocol says cost consequences for not following it are likely only in exceptional circumstances, such as a flagrant or very significant disregard of its terms (para 4.1).

Protocol Referee Procedure. The Protocol asks your letter to say whether you want this to apply (para 7.1.5). It is an optional procedure, published by two construction-law bodies (TeCSA and TECBAR), that the parties may agree to use to help them follow the Protocol (paras 11.1 and 11.2). Its terms and any cost were not checked for this letter. If you have not been advised to use it, tick "I do not wish". The letter starts on the next page; guidance on what happens next is on the last page.

LETTER BEFORE CLAIM — BUILDING WORK

The letter — complete sections L1 to L9, then send these pages

SEND TO THE BUILDER

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LETTER BEFORE CLAIM

This is a formal letter before claim about building work. It is sent under the Practice Direction on Pre-Action Conduct and Protocols, and it contains the information set out for a letter of claim in the Pre-Action Protocol for Construction and Engineering Disputes. If we cannot resolve this, I intend to start a court claim against you.

L1 FROM ME, AND TO YOU

MY FULL NAME(S)

MY ADDRESS

DATE OF THIS LETTER

MY PHONE

MY EMAIL

MY REFERENCE (OPTIONAL)

BUILDER'S FULL NAME

BUILDER'S ADDRESS

SENT BY

L2 THE CONTRACT AND THE WORK

PROPERTY WHERE THE WORK WAS DONE

CONTRACT AGREED ON

AGREED PRICE £

PAID SO FAR £

HOW THE CONTRACT WAS MADE

CONTRACT OR QUOTATION REFERENCE AND DATE

AGREED START AND FINISH DATES

THE WORK YOU AGREED TO DO

L3 WHAT HAPPENED — A SUMMARY OF THE FACTS

SUMMARY OF THE FACTS

MY COMPLAINTS SO FAR, AND YOUR REPLIES

L4 THE LEGAL BASIS OF MY CLAIM

I rely on the following (ticked):

- ☐ Breach of our contract — the terms I rely on are set out below
- ☐ You did not carry out the work with reasonable care and skill — Consumer Rights Act 2015 s.49
- ☐ The work did not match what you said or wrote to me about the work or about your business, which I took into account when deciding to enter into the contract, or when making a later decision about the work — s.50
- ☐ Our contract did not fix the time for the work, and you did not carry it out within a reasonable time — s.52
- ☐ Goods or materials you supplied under the contract were not of satisfactory quality, not reasonably fit for a purpose I made known to you, or did not match their description, or you installed them incorrectly — ss.9, 10, 11 and 15
- ☐ Another legal basis, set out below

LETTER BEFORE CLAIM — BUILDING WORK

continued

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THE CONTRACT TERMS AND ANY OTHER BASIS RELIED ON

L5 WHAT I WANT YOU TO DO

- ☐ Put the work right at your own cost, so far as needed to complete it in line with our contract, by the date below. The law gives me the right to require this (repeat performance — s.55); you must do it within a reasonable time and without significant inconvenience to me, and bear the necessary costs, including labour and materials (s.55(2)).
- ☐ Repair or replace the goods or materials you supplied or installed, at your own cost, within a reasonable time and without significant inconvenience to me (s.23(2)). For goods, repair or replacement comes first, then a price reduction or the final right to reject (s.24).
- ☐ Reduce the price by an appropriate amount and refund what I have paid above the reduced price (price reduction — s.56). For the work, this applies where repeat performance is impossible, or where I have asked you to do the work again and you have not done so within a reasonable time and without significant inconvenience to me (s.56(3)); or where the work was not done within a reasonable time (s.54(5)).
- ☐ Pay damages for my losses, set out in section L6 (s.54(6) and (7)(a)).
- ☐ Repay money I paid for which I have received nothing in return — the Act lists "seeking to recover money paid where the consideration for payment of the money has failed" among the other remedies that may be open (s.54(7)(b)).

I do not claim twice for the same loss (s.54(6)).

DATE BY WHICH TO DO THIS

TOTAL AMOUNT CLAIMED £

HOW TO PAY ME

L6 HOW THE MONEY IS WORKED OUT

WHAT I CLAIM FOR	HOW THE AMOUNT IS WORKED OUT	EVIDENCE ENCLOSED	£

TOTAL CLAIMED £

INTEREST

L7 EXPERTS AND DOCUMENTS

- ☐ I have not instructed any expert
- ☐ I have instructed the expert(s) named below, and I intend to rely on their evidence on the issues stated

EXPERT'S NAME AND FIRM

ISSUES THEIR EVIDENCE COVERS

- ☐ I do not wish the Protocol Referee Procedure to apply
- ☐ I wish the Protocol Referee Procedure to apply

I enclose copies of the documents ticked:

- ☐ The contract or quotation
- ☐ Payment records and receipts (KD-HM-PS-006)
- ☐ Changes and extra costs agreed (KD-HM-CH-007)
- ☐ Job diary (KD-HM-JD-008)
- ☐ Dated photographs
- ☐ Snag list and handover record (KD-HM-SN-009)
- ☐ My earlier letters and your replies (KD-HM-BL-013)
- ☐ Written quotes or a report on putting things right
- ☐ Certificates or letters from building control or others
- ☐ Other documents, listed below

LIST OF ENCLOSURES

LETTER BEFORE CLAIM — BUILDING WORK

continued

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DOCUMENTS I ASK YOU TO SEND ME

L8 SETTLING THIS WITHOUT GOING TO COURT

I would prefer to settle this without going to court. I am willing to meet you to discuss it, and to try mediation or another form of alternative dispute resolution (ADR — settling a dispute with the help of an independent person). I propose:

- ☐ Using the dispute service of the trade body or scheme named below, which you belong to or which our contract names
- ☐ Mediation with an independent mediator, on terms to be agreed
- ☐ That we meet, on or before the date below, to try to agree the main issues and settle

SCHEME OR TRADE BODY

MEMBERSHIP NUMBER (IF KNOWN)

MEET ON OR BEFORE

Please tell me in your response whether you agree. The Practice Direction on Pre-Action Conduct and Protocols says that silence in response to an invitation to take part in ADR, or a refusal to take part, might be considered unreasonable by the court and could lead to an order to pay additional court costs (para 11).

L9 YOUR RESPONSE

Please acknowledge this letter in writing within 14 days of receiving it. Please send your full response within 28 days of receiving it, saying whether you accept the claim; if you do not accept all of it, which facts and parts of the claim you dispute and why; and details of any counterclaim (a claim you make against me, for example for money you say I owe). Please send copies of the key documents you rely on.

ACKNOWLEDGE BY

FULL RESPONSE BY

If I do not receive your response by that date, I intend to start a court claim without writing to you again. Nothing in this letter gives up any of my rights.

Yours faithfully,

PRINTED NAME (1)

SIGNATURE

DATE

PRINTED NAME (2)

SIGNATURE

DATE

LETTER BEFORE CLAIM — BUILDING WORK

What happens next — for you, not for the builder

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3 IF THE BUILDER REPLIES

Read the response carefully and check it against your documents. Under the Protocol the parties should normally meet within 21 days after the response (para 9.1); what is said at that meeting is treated as "without prejudice" (it cannot normally be shown to the court), except the matters listed in para 9.5 — such as that the meeting took place, who attended and any agreement reached (para 9.6). If it is still not settled, the Practice Direction expects both sides to look again at their positions and try to narrow the issues before a claim is started (para 12).

4 MAKING A COURT CLAIM

You can make a court claim for money online or by post (gov.uk, "Make a court claim for money"). gov.uk says you can claim online unless you do not know how much money you want to claim; you are making the claim on behalf of more than one person or organisation; your claim is against 3 or more people or organisations; you or the people you are claiming against do not have an address in England or Wales; or your claim is against a government department. If two of you are claiming together, check gov.uk on whether you need to claim by post. This letter is not a court form.

The small claims track (the simplest route through the county court) is the normal track for a claim with a value of not more than £10,000 (Civil Procedure Rules rule 26.9(4)). On that track the costs one side can be ordered to pay the other are limited — mainly fixed costs of issuing the claim, court fees, some travel expenses and loss of earnings, and a limited sum for an expert — with further costs only against a party who has behaved unreasonably (rule 27.14). That is not the same as no costs risk.

Court fee to start a money claim — from the table on gov.uk and Schedule 1 fee 1.1 of the Civil Proceedings Fees Order 2008, both read on 14/09/2026. Fees change: check gov.uk before you claim.

AMOUNT CLAIMED (INCLUDING ANY INTEREST)	FEE
Up to £300	£35
£300.01 to £500	£50
£500.01 to £1,000	£70
£1,000.01 to £1,500	£80
£1,500.01 to £3,000	£115
£3,000.01 to £5,000	£205
£5,000.01 to £10,000	£455
£10,000.01 to £200,000	5% of the claim
More than £200,000	£10,000

gov.uk says you may have to pay more fees later — for example if there is a court hearing or you need to get a judgment enforced — and you may be able to claim the fees back if you win. You may be able to get help with fees if you have a low income or are on certain benefits.

5 FREE MEDIATION FOR SMALLER CLAIMS

gov.uk: "If you're making a claim of £10,000 or less and the defendant disputes it, you'll be told you must attend mediation. The court will organise this mediation. This service is free." If you have been told you must attend and do not, the judge can sanction you — gov.uk says sanctions can include your case being struck out or having to pay all court costs even if you win.

6 WHERE TO GET HELP

Citizens Advice consumer helpline 0808 223 1133 (Monday to Friday, 9am to 5pm; Welsh-speaking advisers 0808 223 1144). A solicitor — ask what the first meeting will cost before you book. gov.uk: www.gov.uk/make-court-claim-for-money. If the builder has given you a letter that says it answers your complaint, check it for any ADR scheme it is obliged to use and must name.

7 COMPLETED BY

I have kept a copy of the letter before claim, the enclosures, and proof of when and how I sent them.

HOMEOWNER — PRINTED NAME

SIGNATURE

DATE

R REVISION HISTORY

Every revision of this document, and every review that found nothing to change. The revision on the front of this sheet is the one you are holding — check kubitdocs.com for the current one before use.

Rev	Date	Class	What changed	Authorised by
D0	2026-09-14	first-issue	First issue.	— not yet approved —
A0	2026-09-14	review	Approved for issue by the author. Content unchanged from the reviewed draft; the draft status strip is removed. No independent third-party review has been carried out.	Author — director, UK principal contractor, SMSTS. Not an independent review.

Class: first-issue · material (the law, a control, a field or the scope changed — past buyers are notified) · editorial (wording or layout only) · review (checked, nothing changed) · withdrawal. Revision prefix D = draft, not approved and not for sale; A = approved for issue by the person named, on the date shown.