
Accommodation

Repairs

Information and advice on your responsibilities and those of your landlord when it comes to making repairs to your rented accommodation.

Does my landlord have to carry out repairs?

a) If you are an assured shorthold tenant the Landlord and Tenant Act 1985 applies. Section 10 requires the landlord to ensure that the property is fit for human habitation when the tenancy is granted and remains that way for the duration of the tenancy and Section 11 makes the landlord responsible for certain repairs to the property.

b) If you have a resident landlord you will not be protected by the Landlord and Tenant Act, but live-in landlords do still have responsibilities to carry out repairs. Please contact the accommodation office if you are having difficulties getting repairs dealt with.

What does fit for human habitation mean ?

The standard is an objective one and the key question is whether or not the property is reasonably suitable for occupation in the condition it's in with reference to:

- Repairs
- freedom from damp
- internal arrangement
- natural lighting
- ventilation
- water supply
- drainage and sanitary conditions
- stability
- facilities for preparation and cooking of food and for the disposal of waste water
- any 'prescribed hazard' under the Housing Health and Safety Rating System (which includes damp and mould growth, excess cold, excess heat, pollutants, space, security, lighting, noise, hygiene, sanitation and water supply, falls, electric shocks, fires, burns and scalds).

What repairs are landlords responsible for?

Section 11 of the Landlord and Tenant Act 1985 makes landlords responsible for keeping the following in good repair and working order:

- The structure and exterior of the building e.g. roofs, walls, windows and floors
- The heating and water installations including the supply of water, gas and electricity
- Sanitary installations such as basins, sinks, baths and toilets.

Your landlord is under a continuing obligation to make sure the property is fit for human habitation throughout the tenancy and to carry out these repairs even if it says differently in your contract, if it is not specifically mentioned in your contract or if you do not have a written contract.

What are landlords *not* responsible for?

The landlord does not have to carry out interior repairs for example to plaster, skirting boards, internal doors etc, unless these have been damaged by the landlord failing to carry out external/structural repairs or maintain the installations above. If that is the case the landlord must 'make good' the internal damage.

Landlords are not obliged to do things that amount to 'improvements'. For example, if your property has free standing heaters that break down, the landlord is only obliged to repair them, even if they are not the most efficient or cost effective method of heating – (s)he does not have to install central heating instead.

What about white goods or furniture?

If an item was provided by the landlord in working order at the start of the tenancy it will normally form part of the contract and be the landlord's responsibility to pay to fix or replace it if it breaks through no fault of the tenants - but do check your tenancy agreement. If there is a dispute over who is responsible, seek advice.

What are tenants responsible for?

Tenants are responsible for using the property in a tenant like/responsible manner. Minor maintenance e.g. replacing light bulbs and checking the smoke alarms is down to the tenants. If tenants or their guests damage any of the landlord's belongings then the tenants will be held liable for this.

Tenants will need to return the property in the same state that they found it barring fair wear and tear and throughout the tenancy you should keep the property reasonably clean and must also ensure that if they notice any disrepair that they report it to the landlord/agency straight away.

Getting repairs done

Landlords are only responsible for undertaking a repair once they have been notified of it. It's best to report repairs in writing. Your letter should include:

- Your name and address
- The date
- The date the disrepair first became apparent
- Full details of all the problems
- Details of any previous contact about the disrepair e.g. I telephoned you on ... and told you the kitchen radiator was not working
- A request for a response including a time frame for the repairs to be carried

If you use the phone to report disrepair, follow it up with a letter or email. Keep a notebook in the communal area of your property where tenants can record any phone calls made to landlords or agents, write down who you spoke to, the date, time what they said.

All this will be invaluable if the disrepair isn't dealt with and you have to take further action.

ALWAYS KEEP COPIES OF LETTERS OR EMAILS SENT AND RECORDS OF PHONE CALLS MADE

How quickly should repairs be carried out?

There are no fixed time limits for repairs to be carried out, and the time it takes will depend on how urgent it is, and also how quickly builders can be found and parts ordered.

For example, repairs that present a danger to health and safety should generally be carried out within 1-3 days, whilst non-essential repairs might take several weeks.

Some repair work might take months to complete and the landlord may need to carry out some temporary repairs.

Paying rent

Never ever withhold rent without taking advice. Your landlord could have grounds to start possession proceedings.

Should I contact the landlord or the agent?

You should check at the start of the tenancy who is going to be managing your property, and who to contact if there are any problems.

If your landlord fails to deal with your repair

You should seek advice at this stage to determine which course of action is most appropriate for you.

The Accommodation Office is able to advise you and if appropriate we can contact your landlord and advocate on your behalf or assist you with taking further action as necessary.

You will need to gather evidence about the disrepair and any damage. We'd suggest that you take lots of photos, preferably showing the progression of the problem over time. Keep belongings that have been damaged if applicable, keep copies of all relevant correspondence, write down any conversations that have taken place between you and the landlord or the agent on the matter and get a doctor's letter if your health has been affected.

You may also need to consider one of the following three options:

1. Contacting Environmental Health

Environmental Health Officers (EHOs) based at the local council deal with housing that is in poor condition. EHOs have a duty to take action if they believe that there is a serious hazard risk or if they believe that the property condition constitutes a statutory nuisance.

They may serve a variety of notices on landlords requiring them to carry out certain repairs or

improvements by a certain date and have the power to enforce legislation relating to disrepair and statutory nuisance.

If you feel that your property is in disrepair and your landlord will not deal with the problem then you could ask an EHO to visit your property and inspect. This will not cost you anything and you can usually request that your call be kept confidential. Make sure you ask to be sent a copy of the EHO findings.

2. Going to court to get repairs done and/or for compensation

This would normally mean a civil action at the county court. You should take further advice from the Accommodation Office or another advice agency such as Shelter or the Bristol and Avon Law Centre before starting court action to get any repairs done.

3. Getting Repairs done yourself

Warning: *Always seek advice before taking this course of action as you need to be sure that the landlord is responsible for the repair. We would only recommend this procedure in minor cases of disrepair because of the costs involved and because the tenant becomes liable for any negligent workmanship or damage to the property resulting from any work carried out.*

If your landlord refuses to do repairs for which he is legally liable, it is possible for you to pay for repairs yourself and deduct the cost out of *future* rent payments.

If you decide to do this, there is a set procedure that must be strictly followed by law. The set procedure involves:

- a) Providing written notice to your landlord of your intention to pay for the repairs unless he carries them out within a reasonable time (e.g. 2 weeks).
- b) Getting at least three quotes for the work from contractors and sending these to the landlord, stating that you intend to get the repair done using the cheapest contractor unless the landlord does the work in a reasonable period of time, for example two weeks.
- c) If the landlord still does not carry out the repairs after the time limit has expired, then you would pay the contractor with the lowest quote yourself, send a copy of the receipt to the landlord and ask for re-imburement.

- d) If the landlord does not pay you, you would need to write again to inform him that you will deduct the cost of the invoice from future rent payments.

Revenge/Retaliatory Eviction

Some landlords may think it's easier to try to evict tenants rather than deal with the repairs. This is easier where a tenant lives with a resident landlord or has limited security of tenure however recent legislation has been brought out aimed at preventing this from happening to assured shorthold tenants. If your assured shorthold tenancy started after 1 October 2015 a court could refuse an order for eviction if all the following apply:

- You complained to your landlord or agent in writing about disrepair
- Your landlord issued a Section 21 notice after you complained
- You complained to your local council because your landlord took no steps to fix the problem
- The council wrote to your landlord telling them to make improvements

Unfortunately, this does not apply to tenancies that began before 1st October 2015. If your landlord has the right to evict you without a reason, you may need to think carefully about how to approach disrepair problems.

If you are under threat of eviction due to reporting disrepair (or for any reason) please contact the Accommodation Office as a matter of urgency for advice.

Reductions in rent or compensation

You may be able to ask your landlord for a reduction in rent or for compensation if you have suffered major inconvenience such as having no cooking or bathing facilities, damage to your personal belongings, where the tenant's occupation is made intolerable due to noise, dust and dirt resulting from the landlord's building works or other financial loss.

To make a case for compensation and to try and place a figure on this it will be essential that you have evidence to show your loss e.g. photos, sound recordings, receipts and a clear chronological record of what has taken place.

You and your landlord may agree a figure, having regard to the seriousness of the disrepair and the inconvenience you have suffered.

The Accommodation Office can advise you generally on what might be a reasonable figure. However if you cannot agree a figure between you and the landlord or if they refuse altogether, your only recourse would be to make a small claim application to the County Court or for both parties to attend mediation. The Accommodation Office can advise and if necessary assist you with the process for initiating mediation or claiming compensation in the county court.

Useful Contacts

Bristol City Council's Private Housing team (including the Environmental Health team): 0117 3525010
Email: private.housing@bristol.gov.uk

The University of Bristol Accommodation Office runs a housing advice service for all staff and students, if you have any problems with your private rented accommodation please contact us.

**Due to Coronavirus our office on campus is closed but our services are available remotely.
Please contact us by email and an adviser will get back to you: accom-office@bris.ac.uk**



*The contents of this fact sheet are for information only. You should consult the Accommodation Office or an advice centre such as the CAB before taking any action.
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