

Disrepair

This information leaflet relates to privately rented accommodation and sets out the responsibilities of landlords and tenants in relation to disrepair. If you would like individual advice and guidance on disrepair please contact the Advice Service.

What is Disrepair?

Disrepair is when your home or something in your home is in need of repair. To be defined as disrepair there has to have been some deterioration from a former state. There is a difference between repair and improvement. Improvement could relate to windows that would benefit from being double-glazed, whereas repair could relate to windows with rotting window frames.

What is the landlord's responsibility?

The Landlord and Tenant Act 1985 states that the landlord is responsible for ensuring that the following areas are kept in a good state of repair:

- The structure and exterior of the property
- Bath, sinks, basins and other sanitary fittings including pipes and drains
- Heating and hot water installations
- Gas appliances and electricity supply and meters
- Pipes, flues and ventilations
- Common areas
- Any damage they cause through attempting repairs

Common Areas

Common areas relate to areas or structures that are used or accessed by the tenant but are not within the room or flat rented by the tenant. These could include stairs and hallways.

Houses in Multiple Occupation

The Management of Houses in Multiple Occupation (England) Regulations 2006 state that landlords of Houses in Multiple Occupation (HMO) have additional responsibilities in relation to repairs and health and safety such as gas safety checks, electrical safety checks and overcrowding. More information can be found on the Shelter website -

http://england.shelter.org.uk/get_advice/private_renting/about_private_renting/houses_in_multiple_occupation

Furniture and Appliances

There is an implied term in tenancy agreements that furnished premises will be fit for habitation from the start of the letting. The Consumer Rights Act 2015 states that goods that are supplied under the contract must be fit for purpose, safe and durable from the start of the tenancy. Furniture and furnishings supplied by the landlord must meet The Furniture and Furnishings (Fire Safety) Regulations. If there is an inventory then it is only arguable that a

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landlord will repair items listed such as a washing machine or oven. There is no guarantee that the landlord will repair these if they breakdown during your tenancy.

Landlords would not be responsible for general wear and tear or damages caused by a tenant or guests of the tenant.

What is my responsibility as a tenant?

It is a tenant's responsibility to take care of the property and use it in a responsible way. It would be reasonable to expect a tenant to change light bulbs when they fail and unblock sinks that have been blocked by food waste etc. A tenant would be responsible for repair if the damage resulted from their actions or the actions of their guests in the property.

Tenants should take care to prevent mould and damp; ensuring proper ventilation of the property.

Disrepair and your tenancy agreement

Your tenancy agreement may set out the responsibilities of the landlord and tenant in relation to repairs. These are known as *express terms*. A landlord cannot include any terms that reduce the tenant's legal rights in relation to repairs. If you do not have a written contract, then any terms agreed with the landlord verbally will be classed as an express term. However, these may be difficult to prove if you incur any difficulties during your tenancy.

If there are no written terms in relation to repairs within the tenancy agreement, then section 11 of the Landlord and Tenancy Act 1985 should be used. This section requires landlords to be responsible for the repair of the areas and structures mentioned above. This may be referred to as *implied terms* of a tenancy agreement.

How do I report a problem to my landlord?

It is advised that you report any problems to your landlord as soon as you are aware of them. If possible, this should be in writing so you have proof that you have informed your landlord of the issue. If it is urgent and you need to phone your landlord, it is advised that you follow this up in writing.

A landlord is not responsible for repairs until they have been notified of the problem. Most landlords will behave reasonably and resolve any repair issues highlighted by a tenant. However, it should be noted that occasionally landlords may choose to evict tenants rather than carry out repair work particularly if it is very costly, however proper procedure must be followed by you landlord in this situation. Please seek advice from the Advice Service if you are in this situation.

What if my landlord does not resolve the disrepair issues?

If your landlord does not carry out necessary repairs and you would like advice on what your options are including information about any legal action you can take, please contact one of our Specialist Housing Advisers in the Students' Union.

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You can also contact the Housing Team within your local council or environmental health. The council or environmental health department can help you negotiate with your landlord to undertake repairs. They can also take legal action against landlords under certain conditions e.g. the state of the property could cause damage to a person's health.

Can I stop paying my rent if my repairs are not done?

You should not withhold your rent due to disrepair or landlord failure to resolve repairs. This would weaken any claim you may have in relation to the disrepair and would also make it easier for your landlord to evict you.

Find out more

More information can be found on the following websites:

https://england.shelter.org.uk/housing_advice/repairs

www.citizensadvice.org.uk/housing/repairs-in-rented-housing/disrepair-common-problems/

Contact us by email at advice@rusu.co.uk, or visit us in the RUSU building.

You can book an appointment or attend a drop-in session. Drop in runs on Monday, Tuesday, Thursday & Friday (11.00am-1.30pm) and Wednesday (2pm-4.30pm)