

Repairs

Who is responsible for completing repairs?

You have a legal right to live in a property that is safe and well maintained. This means the landlord is usually responsible for completing most repairs within your home. Where you sign a contract via a letting agent, they will also have a responsibility for making sure repairs are carried out, and they can't refuse by saying the landlord won't authorise the repairs.

Repairs a landlord would be responsible for, include:

- electrical wiring
- heating and hot water
- sinks, baths, toilets
- pipes and drains
- the physical structure and exterior (including gutters, roofs, windows, garden walls)
- chimneys and ventilation.

This is enshrined in law via the Landlord and Tenant Act 1985, so your landlord is always responsible for these even if your contract says something different. Your landlord will also usually be responsible for any appliances supplied with the property. You should check if your contract includes any additional areas that are the landlord's responsibility.

Your landlord also has statutory duties around safety. They must arrange gas safety checks every year and provide you with a Gas Safety Certificate within 28 days of starting your tenancy. They must also keep the electrical installation in a safe condition. Additionally, any appliances they supply must comply with fire regulations and install smoke alarms in the property. Not complying with these rules is a criminal offence.



What responsibilities do I have as a tenant?

You are responsible for any appliances you bring into the property. You also need to keep the property reasonably clean, maintain the garden or outside areas, change lightbulbs and test the smoke alarm regularly. You only need to maintain the home to a reasonable standard. You are not responsible for fair wear and tear, and should not have any costs associated deducted from your deposit.

You also need to take reasonable steps to ensure you and your guests don't damage the property. You will likely be liable to pay for any damage caused by you or your guests, even if they cover something your landlord is normally responsible for. To protect yourself, you need to take steps to look after the property – for example by ensuring it is properly ventilated and heated to avoid condensation which can lead to damp, and being careful about what you flush down the loo to avoid blockages.

How do I get my landlord to carry out repairs?

Rule Number One: report the problem in writing to your landlord/letting agent!

Your landlord's responsibility to repair only starts when they know about the problem. Most letting agents have procedures for reporting issues, and that can be over the phone or via an online form. We would always recommend also sending an e-mail setting the issue out in writing as a record in case of any problems. Be specific as you can, explaining the problem and its impact on you as a tenant. Where possible, provide photographs of the issue.

It is vitally important you report repairs as soon as possible. Not doing so can mean problems escalate and become more difficult to fix. This is especially important when you first move into a property, as if you do not bring a problem to a landlord's attention, they may try to blame you when in fact it was a problem you inherited from previous tenants.



How long should I expect to wait?

The law requires that repairs be conducted in a reasonable period of time. There is no specific definition and it depends on the extent and severity of repairs. Sometimes your contract will include these or your letting agent may advertise these. Generally, we would recommend the following as best practice:

1. **Emergency repairs (within 24 hours)**

Repairs required to avoid a danger to health and safety, or serious damage to the building or your belongings.

E.g. no hot water, no toilet, issues with securing the property and anything around gas safety.

2. **Urgent repairs (within five working days)**

Repairs to fix things that materially affect the comfort or convenience of the tenants.

E.g. leaking roof, minor cracks to windows, broken white goods.

3. **Day to Day Repairs (within 28 days)**

Anything else not covered.

E.g. replacing guttering or window frames.

If your landlord has not arranged a time with you to complete the repairs by those timelines, we recommend you send a follow-up e-mail in writing, giving a further 24 hours for emergency repairs or 48 hours for repairs to be arranged.

If you do not receive a response in that timeframe, get in touch with us via our [Advice & Advocacy page](#).

There are escalation options available to us, including reporting your landlord to Birmingham City Council's private renting team for enforcement action, or threatening legal action.

Additionally, there may be circumstances where you may be better off conducting the repairs yourself and seeking reimbursement from the landlord. However, you should take further advice from our team before considering that option.