

## REPAIRS

Welcome to Advice Direct..., the written information service from Guild Advice.

This leaflet is designed to enable you to get repairs carried out to your property by following the correct procedures. It also informs you of options available to you if your landlord refuses to carry out repairs.

### Who Is Responsible For Repairs?

The responsibility for carrying out repairs in private rented accommodation depends on the type of repair. Landlords have a responsibility under the law for certain repairs and tenants are often responsible for smaller ones.

However the responsibility for certain types of repair may depend on the terms in your tenancy agreement, so always check your contract to fully understand the burden of responsibility.

**A LANDLORD IS ONLY OBLIGED TO CARRY OUT REPAIRS AFTER THEY HAVE BEEN INFORMED OF THE NEED FOR REPAIR**

### Tenant

Tenants do have certain obligations to carry out small repairs themselves, for example, replacing light bulbs, replacing tap washers, fixing blocked sinks and maintaining the condition of the property/furniture. Tenants are not responsible for repairing items damaged due to normal 'wear and tear' or those that are the responsibility of the landlord.

### Landlord

Your landlord has a legal obligation to keep in repair certain parts of the property (under the **Landlord and Tenant Act 1985 - section 11**).

This includes:

The landlord should maintain the structure and exterior of the property in a good state of repair.

This includes:

- Guttering and external pipes
- Walls (brick and plasterwork)
- Chimneys
- Drains
- The roof
- Windows and doors

## Interior installations

The landlord is also responsible for keeping in working order the installations for the supply of:

- Gas
- Electricity
- Space heating
- Water
- Hot water
- Ventilation

## Appliances

The landlord has responsibility for maintaining:

- Gas fires
- Basins
- Baths
- Boilers
- Sinks
- Toilets

The responsibility for gas and electrical appliances such as cookers and fridges depends on what is written in the tenancy agreement. If it is not mentioned, then it is most likely that your landlord will be responsible for any repairs to items that are provided at the beginning of your tenancy.

## **Common parts**

The landlord has responsibility for the common parts of the building, which are areas shared with other people, such as lifts, staircases, hallways or garden paths.

## How Can I Get Repairs Done?

### Contact Your Landlord or Letting Agent

If you have not signed your tenancy agreement, then you should request your landlord to carry out any repair before doing so. You should identify what repairs are needed along with an agreed reasonable timescale within which to complete the work. This **should be included as an additional term in the contract**, which can be referred to if the work is not carried out.

**If you have already signed the contract**, then you should first make a formal request in writing as soon as possible requesting the repair to be done to either your landlord or if your property is managed, to your letting agent. You should clearly indicate what the nature of the problem is and request that the repair be carried out within a reasonable time period. There are no set time limits as to when repairs should be carried out. The length of time you should allow depends on the type of repair. If the problem is urgent, such as sanitation or a health & safety risk, then it is reasonable to request that the repair be carried out within 1-3 days. If however it were a minor problem, then anything up to 14 days would be a reasonable time-scale.

**If your landlord agrees to do the repairs**, then you should try to agree a date and time for the work to be done. If your landlord requires access to the property then they should provide at least 24 hours written notice before entering. If the repair undertaken makes the property uninhabitable for tenants, then it is reasonable to request your landlord to provide alternative accommodation or compensation for that period.

ALL LETTERS TO LANDLORDS SHOULD BE DATED, SIGNED BY ALL TENANTS,  
POSTED BY RECORDED DELIVERY AND A COPY SHOULD BE KEPT FOR YOUR OWN  
RECORDS

### **My Landlord Refuses To Do The Repairs**

If your landlord fails to respond to your letter then you should write to them **again**. You should remind them both of their legal and contractual obligations and request that the repair is carried out within a stated period. If following a second letter you still do not get a response (and you have checked that it has been delivered), then you should get advice from Guild Advice or your local Citizens

Advice Bureau/Law Centre who may be able to negotiate on your behalf and inform you of your options (see '**Sources Of Help**', below).

You should also begin to collect evidence of the disrepair, such as photographs, medical reports (if your health is affected) and receipts of costs incurred (e.g. cleaning).

## What Are My Options?

There are a number of ways in which you can enforce your rights. The best option for you will depend on your tenancy agreement and the type of repair required.  
The Environmental Health Department

Your local Environmental Health Department (EHD) is under a duty to ensure that your accommodation is not 'unfit for human habitation' and does not constitute a 'statutory nuisance'. This can include:

- Infestations (e.g. wasps, rats, cockroaches).
- Repairs (e.g. blocked drains or toilets, leaking roof, dangerous structures, serious damp, faulty gas or electricity appliances).
- Rubbish piles or severe noise nuisance.

Once you report your problem to your EHD they will usually inspect your property. If they are satisfied with your case then they will serve a Notice to your landlord requiring them to correct the problem within a specified time period. The EHD has the right to prosecute landlords.

## Legal Action

Taking legal action against your landlord for disrepair will most certainly be a long and often complicated process. It should be used as a last resort and it is essential that you seek advice. Before taking legal action, you need to ensure that:

- The repairs required are the landlord's responsibility
- You have informed your landlord in writing of the problem and have provided them sufficient time within which to carry out work.
- You have informed your landlord in writing of your intention to take legal action.
- You have evidence to prove the problem exists (e.g. photo's) and that you have done all you can to resolve it.
- You have the funds and time with which to pursue a claim (it can take months).

## Get The Repairs Done Yourself

As a tenant it is possible for you to carry out repairs and deduct the costs incurred from rent payments.

However you should seek advice before doing so and follow certain procedures:

- Be sure that the repairs needed are the landlord's responsibility.
- Provide written notice (recorded delivery) to the landlord of the disrepair and provide them adequate time within which to do the work.
- If the repairs are not done, provide written notice to the landlord again requesting for the repairs to be done within a reasonable time limit.
- If the repairs are still not done, provide written notice to the landlord of your intention to carry out the repairs and take the costs out of your rent if they fail to do them. You should provide at least three quotes of the cost of the repairs from reputable contractors.
- If the repairs are still not done, then inform your landlord in writing that you will be carrying out the repairs and will deduct any costs incurred from your rent.
- Get the repairs done from the contractor who provided the lowest quote, pay for the repairs and obtain invoice/receipts for materials purchased and work done.
- Send the contractors invoice/receipt to the landlord by recorded delivery and request payment within a reasonable time period (7 working days).
- If the landlord fails to pay you then deduct the cost from your future rent payment (not any rent arrears already accrued).

## **Can I Withhold Rent?**

You should not withhold any part of your rent due to disrepair in the property. If you do, then you risk being evicted from the property on the grounds of rent arrears. Any reduction in rent should be agreed with your landlord and **you should always obtain written confirmation** from them as evidence.

## Compensation

If due to disrepair, you feel that you have experienced severe discomfort or have had items damaged, then it is reasonable for you to request compensation from your landlord. Any claim for compensation should always apply to the period in which the disrepair caused inconvenience. You should contact your landlord in writing and request that a reasonable amount of compensation is paid to you.

If the landlord refuses to pay compensation then such a claim could be part of any legal action you decide to take. If you are injured as a result of disrepair then you should seek legal advice

## Sources Of Help

### **Guild Advice, Guild of Students**

Email: [thearc@guild.bham.ac.uk](mailto:thearc@guild.bham.ac.uk)

Visit the website at: <http://www.guildofstudents.com/support/thearc/>

### **Guild Advice Opening Hours (Term Time)\***

<b>Monday - Friday</b>	<b>10am — 4pm</b>
<i>Drop In Clinics</i>	<i>12-2pm</i>
<b>Saturday &amp; Sunday</b>	<b>CLOSED</b>
<b>*Vacation Periods</b>	<b>12 noon – 2pm</b>

### **Shelter**

[www.shelter.org.uk](http://www.shelter.org.uk)

Offers advice and information about any housing problems.  
Room 30, 2nd Floor, Ruskin Building, 191 Corporation Street,  
Birmingham City Centre Tel: 0121 236 6668

*Shelterline* is a 24-hour free phone service providing advice on a range of housing issues. Tel: 0808 800 4444

### **Birmingham Council Private Tenancy Team** [www.birmingham.gov.uk/privatetenants](http://www.birmingham.gov.uk/privatetenants)

Private Tenancy Officers provide advice and assistance on a range of housing issues, including illegal eviction, disputes and harassment.

Tenancy Issues: 0121 303 5070

Repairs: 0121 303 5341

### **Citizens Advice Bureau**

[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

Birmingham City Centre

Ground Floor, Gazette Building, 168 Corporation Street Tel: 0121 248 4950

### **Birmingham County Court**

<http://www.hmcourts-service.gov.uk>

Tel: 0121 681 4441

### **Tenancy Deposit Schemes**

Tenancy Deposit Solutions Ltd

The Tenancy Deposit Scheme

The Deposit Protection Service

[www.mydeposits.co.uk](http://www.mydeposits.co.uk)

[www.tds.gb.com](http://www.tds.gb.com)

[www.depositprotection.com](http://www.depositprotection.com)

**Disclaimer:** The information on this guide only provides general guidance on housing issues and the law. The guide should not be regarded or relied upon as a complete or authoritative statement of the law. The ARC will not accept any liability for any claims or inconvenience as a result of the use of information on this guide. If you think that you have a legal problem you should seek further advice.

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[repairs]

Mr A Landlord/Agent  
22 Any Road  
Selly Oak  
Birmingham  
B29 2TT

1st December 2012

Dear Mr Landlord/Agent,

**Re: Repairs to property**

We the tenants at Street, Selly Oak are contacting you regarding the disrepair in this property. There are a number of problems in the property:

1. The wallpaper in the living room near the window is wet, we therefore feel there is a possible leak in the window.
2. The downstairs toilet leaks each time it is flushed.
3. The lock on the kitchen door keeps getting stuck when we use it.

We would appreciate if you could contact us within 7 working days to discuss when the repairs will be carried out.

Yours sincerely

(Signatures)

Joe Bloggs, John Smith, David James

**THIS IS ONLY A SAMPLE LETTER AND IS DESIGNED TO PROVIDE YOU WITH AN EXAMPLE OF WHAT TO WRITE WHEN REQUESTING REPAIRS. ALL LETTERS TO LANDLORDS SHOULD BE DATED, SIGNED BY ALL TENANTS (WHERE APPLICABLE), POSTED BY RECORDED DELIVERY AND A COPY SHOULD BE KEPT FOR YOUR OWN RECORDS**