



## Guide to Repairs

Landlords are responsible for most repairs in a rented property. This leaflet looks at those responsibilities, as well as those of the tenant too.

The landlord holds the overall responsibility for repairs, but agents and caretakers are regularly used for reporting the problems to, and for arranging the works.

There is no straightforward definition of the word 'repair'. Whether something is a repair will depend on the facts of the individual situation. Sometimes repairs are defined by distinguishing them from an improvement or renewal.

**For more information and videos on repairing responsibilities, please visit the Shelter website:**

[https://england.shelter.org.uk/housing\\_advice/repairs/landlord\\_and\\_tenant\\_responsibilities\\_for\\_repairs](https://england.shelter.org.uk/housing_advice/repairs/landlord_and_tenant_responsibilities_for_repairs)

### Current position in relation to repairs and Covid-19

During the coronavirus pandemic, the landlord's statutory repairing obligations remain unchanged, however delays in carrying out the work required may be inevitable.

The revised non-statutory [guidance for landlords and tenants](#) includes the following advice:

- tenants should inform their landlord early about any problems in the property
- unless the tenant is self-isolating, they can allow their landlord or the landlord's representative access to the property for the purpose of routine inspections, repairs and planned maintenance
- no work should be carried out in the homes of those who are self-isolating, unless it is necessary to remedy a direct risk to them or the household
- tradespeople can visit people's homes to carry out any work or maintenance provided they follow the [guidance for professionals working in people's homes](#)
- landlords are not responsible for providing alternative accommodation for tenants if others in the property contract the virus.

The guidance changes regularly.

### Local authority enforcement and inspections

**Local authorities'** powers and duties in relation to enforcement of housing standards remain unchanged during the Covid-19 pandemic.



The non-statutory [guidance for local authorities](#) advises that:

- local authorities should update their enforcement policies and should seek legal advice if they think they may not be able to comply with their legal duties
- where in-person inspection is not possible, for example because the tenant is self-isolating, the authority may consider relying on photographs, video or live broadcasting
- if the living conditions are extremely hazardous, alternative accommodation might be considered as an alternative to emergency remedial action

**The above guidance is subject to change on a regular basis – the links provided are external and not monitored by the Students' Union Advice Centre or the University.**

## **Landlords' responsibilities - repairs to the structure and interior under section 11**

Section 11 of the Landlord and Tenant Act 1985 is probably the most important term used in repairs.

It is an implied term that landlords of most tenancies must keep the structure and exterior of the property in repair, and keep the installations (wiring, piping, etc) for the supply of water, gas, electricity, sanitation and heating in good repair and proper working order.

The landlord cannot seek to avoid their obligations by including terms in the tenancy agreement that either attempt to evade the liability or pass them on to the tenant. These obligations cover both private and social landlords.

### **Keep in repair**

There is a continuing obligation on the landlord to keep up the standard of repair throughout the tenancy. It also requires the landlord to put the premises into repair if it was not in good repair at the start of the tenancy.

### **Structure and exterior**

Repairs that are structural relate to the appearance, stability and shape of the property, elements which are distinct from decorations and fittings (which are not generally covered). Internal and external plasterwork is treated as part of the structure, as are staircases and banisters. The exterior covers all outside parts of the building, including drains, gutters, and external pipes.

### **Houses in multiple occupation**

The landlord of a house in multiple occupation also has additional responsibilities regarding fire safety, management, the number of occupiers and the condition of the property –



[https://england.shelter.org.uk/housing\\_advice/private\\_renting/houses\\_in\\_multiple\\_occupation\\_hmo](https://england.shelter.org.uk/housing_advice/private_renting/houses_in_multiple_occupation_hmo)

## Damp and mould

Damp and mould issues are not always the responsibility of the landlord and it can sometimes be difficult to establish who is responsible.

The common approach to damp and mould is that the landlord is generally responsible where:

- The damp or mould are being caused because of a disrepair issue in the property
- The damp or mould are having a serious effect on the health of someone in the property.

A landlord is not generally responsible due to poor design of the property (unless they contributed to that design defect), or poor ventilation/heating (unless the ventilation/heating is broken, which the landlord would then have to repair).

It may take a visit from the local authority to establish the cause of the damp or mould.

More information is available on the Shelter website -

[https://england.shelter.org.uk/housing\\_advice/repairs/damp\\_and\\_mould\\_in\\_rented\\_homes](https://england.shelter.org.uk/housing_advice/repairs/damp_and_mould_in_rented_homes)

## Rats, mice and other pests

Similar to the damp and mould causes, the landlord is generally responsible for pests when there is disrepair in the property which is allowing them to enter, or there is a serious risk to health and safety, and they are making the property unfit to live in.

These issues will generally require an inspection of the property from the local authority to establish the cause of the issue, and what the remedy will be.

More information is available on the Shelter website -

[https://england.shelter.org.uk/housing\\_advice/repairs/pests\\_and\\_vermin\\_infestations\\_in\\_rented\\_homes](https://england.shelter.org.uk/housing_advice/repairs/pests_and_vermin_infestations_in_rented_homes)

## Fire, electrical and gas safety

In terms of fire, electrical and gas safety, a private landlord must:

- From 1 July 2020, make sure that all electrical installations are inspected and tested by a registered electrician (see the link below for guidance on this depending on when your tenancy started)

# Housing



- Repair problems with the gas or electricity supply
- Make sure furniture and appliances they provide are safe and don't pose a fire risk
- Ensure there is a smoke alarm on each storey of a property which contains a room being used, wholly or partly, as 'living accommodation'
- Ensure there is a carbon monoxide alarm in any room being used as 'living accommodation' in which solid fuel is used.
- Ensure that the gas supply and appliances they have provided are:
  - in a safe condition
  - fitted or repaired by a Gas Safe registered engineer
  - checked every 12 months by a Gas Safe registered engineer

There are separate regulations and safety requirements for social landlords, student halls of residence and homes in multiple occupation.

If your landlord is not meeting these obligations, you can ask your local authority's environmental health department for help. They can inspect the property and take action against your landlord if your home is unsafe.

For more information please see the Shelter website:

[https://england.shelter.org.uk/housing\\_advice/repairs/fire\\_safety\\_advice\\_for\\_tenants](https://england.shelter.org.uk/housing_advice/repairs/fire_safety_advice_for_tenants)

[https://england.shelter.org.uk/housing\\_advice/repairs/electrical\\_safety\\_in\\_rented\\_homes](https://england.shelter.org.uk/housing_advice/repairs/electrical_safety_in_rented_homes)

[https://england.shelter.org.uk/housing\\_advice/repairs/gas\\_safety\\_in\\_rented\\_homes](https://england.shelter.org.uk/housing_advice/repairs/gas_safety_in_rented_homes)

## Standard of works

A landlord does not have to carry out works to make the property perfect when repairing. The landlord only needs to ensure the repair is carried out to a good standard so that the property is habitable.

Unless the landlord is carrying out work to comply with the requirements of a court or the local housing authority, it can be difficult to show that the repair is inadequate.

Where a landlord has an obligation to repair, there is also an obligation to make good any damage to decorations as a result of the repair work. This duty applies both to damage that occurs because the landlord fails to comply with a repairing obligation and to damage which occurs as a result of the repairing work.

## Tenants' responsibilities

Like the landlord, the tenant can also have repairing responsibilities. These are usually found in the terms of the tenancy.



They may include very small items of repair such as lightbulbs, furnishings, etc. There is an implied term for the tenant to maintain the property in a 'tenant-like manner'.

The responsibility does not cover repairing or replacing items damaged due to fair wear and tear, which is still the landlord's responsibility.

## Reporting repairs

A landlord is not liable to carry out any repair until they have been put on notice of the need for repair.

Notice does not have to be in writing, but we would strongly advise that it is, and to keep a copy of any correspondence sent for your records, including any responses. The notice does not need to specify the extent of the disrepair or the repair work required, the point is to raise the landlord's awareness of the defect.

## Time to carry out repairs

Under section 11 of the Landlord and Tenant Act 1985, once the landlord has been informed of the repairs that are needed, the tenant must allow a *reasonable time* for the work to be done. Reasonable time is not specifically defined in any legislation. The length of time is considered on a case-by-case basis and will depend on the scale of the work, and the effect the disrepair is having.

## Allowing access for repairs

Tenants have an implied obligation to the landlord to give access for repairs. The tenant is obliged to give access to the property at reasonable times of the day to allow the landlord/landlord's representative to view the condition of the property following 24 hours' notice in writing, or to carry out repairs following reasonable notice.

There is no obligation on the tenant to respond to the landlord's notice and grant access in advance. However, preventing the landlord/landlord's representative from exercising their right to enter on the date specified could amount to a breach of contract.

## Disruption and displacement during works

Tenants are entitled to 'quiet enjoyment' of the home. This means that the landlord must allow the tenant to use the premises peacefully.

If some rooms of the property are uninhabitable during repair work, the tenant may be entitled to an abatement (a reduction or refund) of rent proportionate to the number of rooms unavailable in the property.



A landlord who is seeking to meet repairing obligations is under no obligation to provide alternative accommodation.

Where the repairing obligation is being met the tenant must co-operate. A landlord can apply to the courts for an order allowing them access to carry out repairs if a tenant continues to refuse entry or refuses to move out for major works.

Should access to the whole of the property be required to meet the repairing obligation, a tenant needs to negotiate with the landlord concerning suspension of rent payments, expenses, the duration of works and continued security of tenure if the tenant temporarily needs to move out of the property.

Some landlords instruct their workers to use a tenant's supply of electricity, gas and other services during repair works. If a tenant objects to the use because it is excessive or continues for a long time, it could be possible to make arrangements with the landlord to ensure that a tenant is not responsible for the cost of power used during repair works. However, relevant housing legislation states that the tenant must give 'reasonable facilities' for executing repairs.

## Options where a landlord is not meeting their obligations to repair

### Local authority (council) assistance

Where a landlord refuses to acknowledge the repairs, or does not carry them out, the local authority may be able to assist.

The authority can carry out an inspection of the property, serve abatement notices and where required, take court action to obtain injunctions for works and sometimes compensation.

You can report repair issues in private housing to the local authority at their [private housing webpages](#)

### Court action

Ultimately, if a landlord fails to carry out repairs that are reported or is in breach of their obligations in any way, county court action can be taken. Injunctions for the works to be carried out can be made, as well as orders for compensation.

Court orders are to be used as a last resort and require a lot of evidence and communication before making a claim in court. The assistance of a solicitor or the local authority will be required, as independent surveyors will need to attend the property to inspect the works.



Public funding (Legal Aid) is not available for claiming repair works unless there is a serious and immediate risk to health and safety of anyone living in the property. Public funding is not available for claiming compensation.

## **Withholding rent – NOT recommended**

We would strongly advise against withholding rent as a remedy to getting the repairs carried out.

Liability to pay rent is a separate obligation to that of the landlord's repairing responsibilities, and can have separate legal action taken on it, including possession action.

Reduction of rent or compensation for breach of repairing obligations can be negotiated or ordered by the court. However, simply withholding rent is risky and can also damage landlord and tenant relations.

## **Other related information**

### **Section 21 notices**

Landlords can take possession action on most assured shorthold tenancies by serving a section 21 notice. This notice is a no-fault notice, so does not require a reason to be served. In a fixed term agreement, there will need to be a clause allowing the landlord to act. Restrictions are placed on the service of a section 21 notice when repairs are concerned, but only when one of two scenarios apply.

For more information on notice, including in relation to repairs (e.g. if you have made or are thinking about making a complaint regarding repairs and are worried about whether it will jeopardise your tenancy), please see our leaflet on section 21 notices or contact the Student Advice Centre.

### **Fitness for Human Habitation**

Recent changes to housing legislation require a property to be fit for human habitation on the day of let.

Most tenancies, both private and social, are covered. However, if you live in temporary accommodation (hotel, B&B, etc), you live with your landlord, or in some cases where your accommodation is provided by an employer, you are unlikely to be covered by this.

No one factor is likely to render a home unfit for human habitation, and it is usually a combination of the following issues - [gas safety risks](#), [unsafe electrics](#), [fire safety issues](#),

# Housing

STUDENT  
ADVICE  
CENTRE



damp or lack of heating, rats, mice or other pests, structural or internal disrepair, unsanitary toilets, bathrooms or kitchens.

The property is generally deemed unfit if the problems make it unsuitable to live there while in that condition.

A determination on this would generally be made by the local authority after an inspection is carried out.

Further information can be found at the Shelter website -

[https://england.shelter.org.uk/housing\\_advice/repairs/is\\_your\\_home\\_fit\\_for\\_human\\_habit\\_ation](https://england.shelter.org.uk/housing_advice/repairs/is_your_home_fit_for_human_habit_ation)

## Student Advice Centre

The Student Advice Centre can advise in individual circumstances. If you contact us, please provide an outline of the repair issues, what steps you have taken to date, and any correspondence with your landlord.

**The information in this guide and on our web pages is given in good faith and has been carefully checked. However, the Student Advice Centre cannot accept responsibility for any action that you take on the basis of the information provided.**

**If you require the information in a different format, please contact us at: [advicecentre@shu.ac.uk](mailto:advicecentre@shu.ac.uk)**

January 2022