

Dealing with Disrepair

What is the landlord responsible for?

Your landlord is responsible for most but not all repairs. If you are a tenant your landlord is usually responsible for repairs to:

- The structure and exterior of the building (e.g. walls, roof, external doors and windows, internal walls and ceilings, including plasterwork)
- Sinks, baths, toilets and other sanitary fittings, including pipes and drains and guttering
- Central heating, gas fires, fireplaces, flues, ventilation and chimneys, gas pipes, electrical wiring and some appliances provided.

Your landlord is not responsible for fixing things such as internal doors, kitchen cabinets, replacing the carpets, flooring (unless dangerous) or decorations to your home.

However your tenancy agreement may give extra duties to your landlord. For example if it is written in your tenancy agreement that your landlord will replace the carpet every two years and so on.

Your landlord is under a duty to carry out repairs only when they have been put on notice or they should reasonably have been aware of the problem.

e.g. - have to do repairs once you have told them about it- or they inspected your home on a routine inspection and could not but help notice all the damp on your walls and so on.

Although it is not strictly necessary to report a repair problem to your landlord in writing, it is easier to prove that you have done so if it is in writing. Therefore keep records- such as letters, dates of phone calls and who you spoke to and so on.

Remember your landlord will not be responsible for it until they know about it.

How quickly should repairs be done?

The time taken to carry out repairs must be reasonable and will depend on the type of repair needed. Urgent repairs, such as loss of heating, hot water during winter, a major leak, should be carried out within a day, whilst repairs needing building works may take much longer. In some situations, temporary repairs may

be required. Most social landlords will have repairs policy that will state what repairs they deem as emergency, or urgent and not urgent and will time frames to get them completed. Check your tenant's handbook for details.

Giving the landlord access to carry out repairs

You must allow the landlord or their agent access to see what repairs are needed and to carry out the work. They should give you reasonable notice – usually 24 hours unless it's an emergency.

What can I do if my landlord will not carry out repairs?

If you have informed your landlord about the disrepair in your home and your landlord won't carry out repairs you have 4 main options. These are:

- Taking the landlord to court to get an order that repairs must be carried out and/or making a claim for compensation (see further notes below)
- Asking the local council's environmental health department for help (you can only do this if your landlord is a housing association or a private landlord).
- If your landlord is the council or a housing association, then using their formal complaint's process. Each landlord has their own procedures and policies, including time limits, for dealing with complaints. If dissatisfied with the outcome, the complaint can be progressed to the Housing Ombudsman. Using the complaint process is often (though not always) the quickest way to resolve most repairs issues.
- Using the rent to pay for repairs (always seek advice before doing this, because there is a special procedure you must follow very carefully).

If you withhold your rent then your landlord may be able to evict you for rent arrears, unless you have used the money to carry out the repairs and only when you have used the correct process.

Taking the landlord to court

The court process is complicated. There is a pre-action protocol that has to be adhered to before any proceedings can be brought. Also county court proceedings can only be brought against breaches of s11 Housing Act 1985.

But the process is as follows:

1. Early notification letter
2. Letter before action
3. Issue proceedings at the county court.

There are many things to consider when taking things to court.

- Can the court deal with the matter
- Time limits- disrepair claims can only date back 6 years. If the claim includes an injury to health then it is limited to 3 years.
- Claims below 10k are dealt with in the small claims court. most solicitors will not take these on due to not being able to claim their costs.
- Legal Aid is only awarded in cases where the disrepair is effecting health to such an extent that it is life threatening.
- There is no legal aid for compensation claims except for a counter claim in possession claim.
- A solicitor may be able to do the case on a conditional fee arrangement.

For breaches of Environmental Health Act 1990 only the council can bring about a prosecution at the magistrates' court.

Referral to solicitor

If the disrepair appears to be severe and has been ongoing for some time then generalist advisers should consider referring a client to a solicitor or a housing case worker. They will be best placed to assess whether the client will be able to pursue this through the courts or not, but bear in mind the consideration mentioned above.

Specialist Housing Advisers in Tower Hamlets

Island Advice Centre

Contact by email admin@island-advice.org.uk or
Phone 020 7987 9379

TV Edwards Solicitors LLP

TEL: 020 3440 8000
EMAIL: enquiries@tvedwards.com

Miles and Partners Solicitors

T: 020 7426 0400
EMAIL: office@milesandpartners.com

Legal Advice Centre

TEL: 0203 606 0377

TEL: 0208 980 4205

(They do not have an email contact but have an online enquiry page on their website)

Tower Hamlets Law Centre

TEL: 0207 538 4909

EMAIL: info@thlc.co.uk