

A Shelter guide

# Getting repairs done

Your rights  
if you are renting  
your home

# Shelter

A close-up portrait of a young woman with dark hair and freckles, looking slightly to the right. She is wearing a dark, patterned top and a black necklace. The background is a solid light blue color.

# Getting repairs done

This guide gives information about getting repairs done to your home. It deals with the rights of tenants and licensees of houses, flats and rooms.

It only gives an introduction to the law in England and Wales. The law is complex and if you do the wrong thing you could lose your home. If you need more detailed information, get advice from a Housing Aid Centre or Citizens Advice bureau, contact Shelter's free housing advice helpline on 0808 800 4444 (open seven days a week from 8am to midnight; charges apply to mobile phone calls) or visit [www.shelter.org.uk/adviceonline](http://www.shelter.org.uk/adviceonline). Alternatively, contact one of the other organisations listed on pages 20 and 21. If you live in Scotland or Northern Ireland the law is different and you should contact Shelter Scotland or the Housing Rights Service respectively.

If you rent your home under a business tenancy or an agricultural tenancy you have different rights, and these are not covered in this guide. Contact an adviser if you are having problems.

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## Responsibility for repairs

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### **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 (eg walls, roof, external doors and windows)
- sinks, baths, toilets and other sanitary fittings, including pipes and drains
- central heating, gas fires, fireplaces, flues, ventilation and chimneys
- water, pipes, basins, sinks, toilets and baths, drains and guttering
- gas pipes, electrical wiring, and some appliances provided
- exterior TV aerial (not aerials installed by you).

Your landlord is also responsible for putting right any damage to internal decorations that was caused by the disrepair or while repairs were being carried out.

Your landlord always has these minimum duties, unless:

- your tenancy started on or before 24 October 1961, or
- your tenancy is for a fixed term of seven years or more (this is often called a lease), or
- you have a licence.

If the minimum duties don't apply to your home for one of these reasons, then your landlord may still have

the duty to repair because of what it says in your agreement (see **Does it matter what my tenancy or licence agreement says?** below) or for other reasons, and you should get advice from a Housing Aid Centre or Citizens Advice bureau.

Your landlord is not required to fix any damage caused by you, anyone in your household, or any guests, whether the damage is caused accidentally or on purpose.

### **What responsibilities do tenants have?**

You have to use your home in a responsible way. This includes:

- keeping it reasonably clean
- not damaging the property, and making sure your guests do not cause damage
- carrying out minor maintenance (eg checking smoke alarm batteries)
- using the heating properly (eg not blocking flues).

If you cause any damage to the property or the furniture, even if it is accidental, your landlord will probably be able to charge you for it, or keep your deposit at the end of the tenancy.

### **Does it matter what my tenancy or licence agreement says?**

Most tenants have a written tenancy agreement. Landlords with many properties (eg housing associations and councils) may have a tenant's handbook, which forms part of the tenancy agreement. If you do not have

a written tenancy agreement, the tenancy agreement is what you agreed with the landlord.

The tenancy agreement may give the landlord extra repairing duties (eg decorating) or say when or how often certain jobs must be done (eg clean gutters annually).

The tenancy agreement may also give you extra duties (eg decorating) or say when or how often certain jobs must be done (eg clean windows annually).

Whatever the tenancy agreement says, the landlord cannot get out of the minimum repairing duties (see **What is the landlord responsible for?** page 4).

If you have a licence, you may have a written licence agreement, which will set out who is responsible for repairs. If it is not clear, it is likely that major and structural repairs are the responsibility of the licensor (landlord) and minor repairs are your responsibility. Some agreements that are called licences are actually tenancies, so get advice if your landlord/licensor is refusing to repair.

If your tenancy or licence agreement contains wording that is unfair to you, a court can decide that the wording is not legally binding. Wording is probably unfair, for example, if it says that the landlord can make a call out charge for repairs, or there are unreasonable time limits for reporting disrepair.

If you think your agreement may be unfair, get information about unfair tenancies from the Office of Fair Trading, or get advice from a Housing Aid Centre or Citizens Advice bureau.

## **What about dampness?**

It can be difficult to sort out problems with damp, because it is often hard to find the cause. Your landlord is probably responsible for repairs if the dampness is the result of disrepair (eg leaking pipes, leaking roof or a failing damp proof course). Your landlord is probably not responsible if the building simply does not comply with modern building practices (eg no damp proof course installed) or if dampness has occurred as a result of your use of the home (eg drying clothes indoors or blocking heating vents). However, your landlord may have to take action if the council sees it as a hazard (see **Help from the council** page 12).

## **What about gas and electricity?**

**Gas:** Your landlord's gas appliances must be inspected every year by a CORGI-registered engineer. The landlord must keep a copy of the engineer's report and provide you with a copy. A CORGI-registered engineer should fix any problems. The engineer must disconnect faulty appliances or even arrange for the gas to be disconnected, until repairs can be carried out.

You must allow access for the engineer to inspect and to carry out any repairs. The landlord should give you reasonable notice.

If you are worried about gas safety, tell your landlord immediately and do not use anything that you think is unsafe. It is illegal to do gas repairs unless you are a CORGI-

registered engineer.

You should get in touch with the Health and Safety Executive (HSE) if your landlord is breaking the rules about gas safety. Also, if you live in a house or flat occupied by more than one person, the council can enforce gas safety rules.

**Electricity:** The landlord is responsible for maintaining and repairing the wiring and all electrical installations in your home that s/he provides. You are responsible for maintaining any electrical goods that you own.

The landlord's electrical equipment should be safe. A landlord should have an inspection carried out by an electrician before you move in, but this is not a legal requirement.

### **What about communal areas and other areas outside my home?**

This section deals with:

- 'common parts', ie parts of the building that you share with other people (eg hallways, stairs and lifts)
- parts of the building that have not been let (eg roof space or vacant flats).

The landlord must take reasonable care to keep in repair essential services or areas that you use as a part of your tenancy (eg a shared bathroom, or means of access like hallways or lifts).

The landlord must take reasonable

care to protect you from damage or lack of repair in common parts or unlet areas. If, for example, leaking pipes in the roof space are damaging your flat, the landlord must put it right.

The landlord must repair common parts or unlet areas if the tenancy or licence agreement says so, or if you have a tenancy that started on or after 15 January 1989.

The landlord only has to repair those common parts s/he owns. If there are parts not owned by the landlord, responsibility may be shared with other owners, or rest with someone else. The landlord should be able to tell you who is responsible, and may have to make another person carry out repairs, depending on the circumstances. Get advice if in doubt.

### **What about gardens?**

Responsibility for gardening will depend on what the tenancy or licence agreement says. If your agreement does not say that you have to maintain the garden then you do not have to. If the garden is shared, one, some, or all of the tenants may be responsible. If the agreement does not say anyone is responsible, then nobody is. If you are not responsible, you should ask the landlord before doing any gardening yourself.

### **What about decorating?**

This section deals with paint, wallpaper, fitted carpet and other decorating. Curtains and rugs are covered under furniture and

equipment (see page 8).

If the landlord fails to do repairs that s/he should do, and the decorations are damaged, or if the landlord's repairs damage the decorations, then the landlord must put them right. Otherwise, it depends on what your agreement says.

Usually, if you want to redecorate, you will need the landlord's permission, and s/he can tell you what you can do (eg the landlord may want you to paint over bright colours before you leave). You should write down what you want to do, and ask the landlord (or the landlord's agent) to agree in writing.

If you do not decorate, usually you will not have to pay for fair wear and tear, but you may have to pay for any damage beyond what is fair. Your tenancy agreement may say that you have to decorate before you leave, or pay for decoration. Your landlord does not have to decorate unless your agreement says so.

### **What about fitting new equipment?**

If you want something new, it is an improvement and not a repair. For example, replacing a broken shower is repair; but installing a shower for the first time is an improvement.

The landlord does not usually have to make improvements, but may have to make improvements if the property is unsafe or incomplete when you move in. The landlord can replace something that is defective with an improvement (eg replacing a broken oil-fired boiler with a gas one).

Some landlords, especially councils and housing associations, will make the improvements needed if you are or a member of your household is disabled. You or your landlord may be able to get money from the council to pay for improvements to help a disabled person.

### **Fire safety**

Your landlord has a general duty to ensure that your home does not endanger your health. This can include fire safety. If a fire hazard exists because of disrepair (eg faulty wiring), your landlord must get repairs done.

If your landlord provides upholstered furnishings, these should be fire resistant. There should be a label on your furniture to state this. If the furnishings do not meet the requirements and your landlord will not replace them, contact your local trading standards office, which can take action.

If you do not think your home is fire safe, you should first tell your landlord. If you are still concerned about fire hazards in your home, the council can inspect and it can make your landlord put problems right (see **Help from the council** page 12). Some fire services will provide free smoke alarms on request.

You are protected by fire safety laws if you live in a house in multiple occupation (HMO) (ie a house or flat occupied by more than one household). HMOs have to meet detailed rules about fire safety, dealing with alarms, extinguishers and escape routes. If you

live in an HMO and you have concerns about fire safety, contact your council or fire service.

### **Furniture and equipment**

Your own appliances and furniture are your responsibility. The landlord may make you repair (or pay for) damage to the property caused by installing or removing your appliances and furniture. If your belongings are damaged by disrepair, you may be able to claim compensation, but you must take reasonable care of your belongings (eg moving your belongings away from damp). It is sensible to get contents insurance for your belongings.

If you rent a furnished property, you and your landlord have different responsibilities to repair or replace furniture and other household items provided.

If any furniture provided by your landlord becomes dangerous or unusable through wear and tear, you should report the problem to your landlord. Stop using it. Essential items of furniture, such as a bed, are probably the landlord's responsibility. The landlord should repair or replace the item.

If you, a member of your household or a guest damages furniture or equipment provided by your landlord, you are responsible for repairing or replacing it, even if the damage was accidental. Your landlord can charge you to cover the costs involved, and if serious, may use the damage as a reason to evict you.

## Reporting, evidence and access

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### **Reporting repair problems**

You must always report a problem to your landlord, even if the problem is minor and you are not that bothered about getting it fixed, and even if you do not know the cause (unless the problem is really trivial or something that is part of your maintenance). Do not wait, as the repairs could end up costing your landlord more, and you may have to pay the extra cost.

If you or someone in your household has caused the damage, you should tell your landlord. The landlord can arrange for the damage to be fixed, and charge you for the cost of the repairs. Alternatively, the landlord may agree with you that you can have it fixed. If you have contents insurance, this may cover the cost, so report the damage to your insurer.

Always report the repairs in writing. If it is urgent, make a telephone call first, but always write as well. Date your letter and keep a copy. You can use email, but make sure you keep the reply so that you can prove it was sent to the right address.

It is important that you can prove your landlord was aware of the problem, in case you need to take the problem further.

### **What if I don't know who the landlord is?**

You can report the problem to the landlord's agent, if there is one. If your landlord is a council or housing

association, you can report a problem to your housing officer or estate manager.

You have a legal right to know the landlord's name and address. If you do not know it, look on your rent demand or statement, or other letters about your tenancy, or ask the agent or person who collects your rent. Get advice from a Housing Aid Centre or Citizens Advice bureau if you have difficulty identifying or contacting your landlord.

### **How quickly should repairs be done?**

When you report the problem, your landlord should tell you who is responsible for repairs. If you rent from the council, the council should say whether the repair is covered by the **Right to repair scheme** (see page 13).

If it is the landlord's responsibility, s/he should tell you what will be done and how long it will take. Your tenant's handbook or agreement may tell you how long a particular type of repair should take.

The time must be reasonable, and this depends on the type of repairs needed. There are no fixed time limits. Urgent repairs (eg blocked drains or problems with gas) should usually be carried out within a day, while repairs needing heavy works may take months to complete. Where repairs will take months, the landlord may need to carry out temporary repairs.

In emergencies you may need to call the supplier or emergency services

(eg a gas leak should always be reported on the local gas emergency line), but tell the landlord too.

### **Do I have to let the landlord come in?**

You must allow the landlord or her/his agent access to see what repairs are needed and to carry out the work. The landlord should give you reasonable notice (usually at least 24 hours), except in an emergency.

Although your landlord should arrange the repairs, you may have to let in the contractor.

Your landlord does not have the right to come into your home to carry out improvements unless specifically stated in your tenancy agreement, so the landlord will need your permission.

### **Getting evidence**

If you need to take any further action, you need evidence of the disrepair, any damage, and what you have done to get your landlord to repair. You could:

- take and date photographs of the disrepair and anything of yours that needs repairing
- keep belongings that have been damaged. Work out how much the damage will cost. Find original purchase receipts or work out the replacement or repair cost
- get an expert to inspect your home. Often, the council's environmental health officer will be the best person, but other organisations may be useful in specific circumstances (eg the fire service can advise on fire safety). Get advice (eg from

a Housing Aid Centre or Citizens Advice bureau) if you are unsure, or if you are thinking about paying for a private inspection

- keep copies of any letters or emails about the disrepair, particularly to/from the landlord or agent
- write a note of any conversations you have with your landlord about disrepair. Include the date, and what was agreed
- if someone is injured or made ill, see your doctor or go to hospital. Keep a record of treatment, and how long the symptoms last. You can get copies of medical records later on, if needed
- keep receipts for any money you need to spend (eg replacement clothes, cleaning materials).

## Risk of eviction

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Landlords are legally required to carry out certain repairs, but you need to consider the risk that your landlord might try to evict you rather than do the work. If you want to stay, you need to be careful. If your home is dangerous or if you have strong tenancy rights, it is probably worth taking action.

The risk depends on the type of tenancy you have and whether there are any legal reasons for the eviction. Some tenants can be evicted without a legal reason, while others can only be evicted in certain circumstances (although the landlord will almost always have to follow certain procedures to get you out).

**Assured tenants, secure tenants, regulated and protected tenants** have strong rights and can only be evicted in some circumstances. It is probably fairly safe to take action to force your landlord to do the repairs providing your landlord would not be able to prove another legal reason for eviction (eg rent arrears). Be sure to check the type of tenancy you have before taking action.

**Assured shorthold tenants, licensees** and people with other agreements not listed above usually have less protection. Usually the landlord can make you leave by following the correct procedure. You may be evicted if you complain about disrepair. Think carefully, and do not take action until you are sure that you will be able to find somewhere else.

Not all landlords will try to evict you, even if they can. Generally, councils and housing associations will not take disrepair into account when deciding whether to evict, but there is more risk with private landlords.

Some landlords might try to evict without following the correct procedure, or make life difficult for you (eg changing the locks while you are out, or leaving repairs unfinished). This may be illegal eviction or harassment, which are criminal offences. You should contact your council's tenancy relations officer or housing advice team.

Get advice (eg from a Housing Aid Centre or Citizens Advice bureau) if you are not sure what your rights are, or what you should do.

### **What can I do if repairs are done badly?**

If your landlord is responsible for repairs, the landlord also has to make sure that the work is carried out properly. This includes ensuring that:

- the standard of the work is adequate
- the work has not been delayed unreasonably
- the work has been finished
- the work has not caused other repair problems
- internal decorations and personal belongings have not been damaged.

If the council's environmental health department or the court ordered your landlord to do the work and it is not up to standard, you can go back to the council or to the court and ask it to force your landlord to do the work properly.

If the court and council have not ordered the work, then you should first tell the landlord about your concerns. If you remain unsatisfied, you could use one of the methods explained in this guide (eg formal complaint, Ombudsman, going to court – see pages 15 to 18).

### **Does the landlord have to redecorate?**

When repair work is carried out, damage to internal decorations should be 'made good'. This means repairing damaged plaster or wall coverings, repainting if necessary, and replacing

any damaged items such as carpets.

If the work is an improvement, your landlord does not necessarily have to 'make good'. The landlord needs your permission for improvements, so make sure the landlord will make good before you agree to the work.

### **What if repairs are really disruptive?**

If repairs to your home are very disruptive (eg if some rooms are unusable for days or weeks) you may be entitled to claim a reduction on your rent. You can claim a reduction after the work has been done.

The amount you get will depend on how much of the property you can use. For example, if you can only use half the property while the repairs are being carried out, you should get a 50 per cent reduction of your rent.

If your landlord refuses to reduce your rent, get advice. Do not just stop paying because you could be evicted.

### **Can tradespeople use my electricity and gas?**

The landlord's workers may have to use electricity and other services while they are doing the work. If you think the usage is excessive, or if it continues for a long time, ask your landlord for a contribution towards your bills.

### **Can I be forced to move out while the repairs are carried out?**

If major repairs are necessary, the landlord may ask you to move out for a while ('decanting'). The landlord will need to provide somewhere suitable

to stay while the work is going on, and should compensate you for any extra expense (eg extra travel costs to/from work). You will still pay your usual rent during this time.

Before moving out, you should make sure that the landlord confirms in writing what s/he will pay for, and that you may move back in when the works are completed. If you have any concerns, and particularly if you are being asked by a private landlord to move out, get advice (eg from a Housing Aid Centre or Citizens Advice bureau).

If you will not move out voluntarily, your landlord may get a court order to make you move out while the works are being done, or even try to evict you. How easily they can evict you will depend on the type of tenancy you have, and on whether there are other grounds as well (eg rent arrears). Get advice if you have been asked to move out and do not want to go.

## Help from the council (environmental health)

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The council can help you by assessing hazards to health and safety in homes, and making the owners deal with unacceptable risks. The council can use the Housing Health and Safety Rating System (HHSRS), which allows the council's environmental health officers (EHOs) to inspect housing and deal with hazards (if you are in Wales, this system may not yet be in force – get advice).

HHSRS applies to every type of home whoever your landlord is, and whether

you are a tenant or licensee.

It deals with hazards caused by disrepair and other things such as cold, noise, pests, overcrowding, and accidents. Any hazard found in your home will be scored according to how serious the health risks of that hazard are. All homes contain hazards (eg electricity and gas, stairs) so it is not possible to remove every hazard.

## How do I get an inspection?

Except in urgent cases, you should contact your landlord first. If you get no response or if your landlord fails to deal with any hazards in a reasonable time, you should contact the council's environmental health department. The council can then arrange for an inspection to take place.

If your landlord is a housing association, it will usually make its own inspection for hazards. You will only need to involve the council if you remain unsatisfied.

If your landlord is the council, an inspection will be made by the housing department. If you remain unsatisfied, you could ask an EHO to inspect as well.

If the council refuses to inspect, you can complain to a Justice of the Peace (magistrate) who can order an inspection.

## What if I don't want an inspection?

The main purpose of HHSRS is to protect you, so usually you will want an inspection. The council can force you to allow the EHO to inspect. Usually, you will be given reasonable notice. The EHO may need the landlord's

permission before making an inspection that causes damage (eg taking up floorboards).

### **What will the council do after the inspection?**

The EHO must decide if further action is necessary. Then the EHO can do one of the following:

- informal discussion with landlord, pointing out what needs to be done. This may happen in less serious cases, or where the landlord is likely to take action, for example where it is a housing association.
- formal notice served on the landlord:
  - **Hazard Awareness Notice**, advising the landlord of the hazard, but leaving it to the landlord to decide what to do
  - **Improvement Notice**, making the landlord carry out works by a certain time
  - **Prohibition Order**, which stops a certain use of the property (eg storing inflammable materials), or any use of part or all of it until works are done (eg closing a hostel)
  - **emergency notices**, stating that the council will take emergency action at the landlord's cost. There may be an **emergency Prohibition Order** until the action has been taken.

EHOs cannot serve a formal notice on the council, so if the council is your landlord you have to rely on the housing department doing what it should. If it

doesn't, you may need to file a complaint (see **Making complaints** page 15).

### **What happens if the landlord doesn't carry out the required work?**

The council can prosecute the landlord, and/or carry out the work itself and charge costs to the landlord.

If you remain unsatisfied, you may need to use one of the other methods explained in this guide.

### **What if the environmental health team won't help me?**

If the EHO will not inspect, you could make a formal complaint or ask your councillor to ensure that an inspection is made. If you are not happy with the result of an inspection you should get advice (eg from a Housing Aid Centre or Citizens Advice bureau).

### **What if I have to move out?**

A prohibition order may mean that you have to move out of your home. If that makes you homeless, you can ask the council to rehouse you. It may have a duty to rehouse, and will almost always have a duty at least to help you find a new home.

### **Right to repair scheme**

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If you rent from the council, the right to repair scheme should mean that you can get certain repairs completed quickly and easily. The scheme sets time limits for certain repairs, and says what happens if these time limits are not met.

## **What repairs are covered?**

The scheme covers certain 'qualifying repairs', which cost less than £250 to carry out. These include:

- electrical fittings
- leaking roofs
- blocked toilets, sinks, baths or basins
- leaking or flooding from pipes, tanks or cisterns
- broken banisters or handrails.

Ask the council whether your repair qualifies. The council may need to inspect the problem before it can tell you.

## **What should the council do?**

When you report a qualifying repair, the council should:

- tell you how long it should take to fix the problem
- explain your rights under the scheme
- give you the contact details of the contractor it usually gets to do this type of repair, and at least one other approved contractor
- arrange for you to be at home to let the contractor in.

## **How long do repairs take under the scheme?**

All work has to be carried out within one, three or seven working days, for instance:

- one day if you have no water, electricity or gas, or no heating or hot water in the winter, or a blocked sewer
- three days if you have partial loss of water or electricity, or no heating

or hot water in the summer, or a blocked bath or basin

- seven days if your roof is leaking or an extractor fan is broken.

Ask your council when your repair must be done. If you are not at home at the arranged time to let in the contractor, the repair work will be cancelled and you will need to start again.

## **What if the repairs are not done in time?**

If the contractor does not come to do the work by the last day of the time limit, call the council again. It should then get another contractor to do the work.

If the second contractor does not do the repairs by the time limit, you are normally entitled to £10 in compensation. For every extra day you wait, you will get £2, up to a maximum of £50. If you have rent arrears, the amount will be deducted from your arrears.

## **What if a repair isn't covered?**

The right to repair scheme does not cover all repairs, and does not cover repairs that cost more than £250 to carry out. The council should have a procedure for dealing with other repairs, which should be explained in your tenants' handbook. When you report the repair, the council should let you know how long it will take to get the work done. The work should be done within a reasonable time.

## Making complaints

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### Using a complaints procedure

If your landlord is a council, housing association or housing co-operative, it should have a formal complaints procedure. Some private landlords have complaints procedures. Your tenants' handbook should have details of the complaints procedure, and you may be able to find information on your landlord's website.

### Complaining to the Ombudsman

If your landlord is the council or a housing association, and you are not satisfied with the outcome of the complaints procedure, you can complain to an Ombudsman.

The Ombudsman services are independent bodies that investigate complaints about public sector landlords and certain other landlords. They do not charge for their services.

There are different services depending on who your landlord is:

- **Housing Ombudsman Service** for housing associations
- **Local Government Ombudsman** for councils.

If your complaint falls within the Ombudsman's rules, the Ombudsman will look into the way your landlord dealt with your problem and decide whether your landlord acted fairly and followed the correct procedures. The Ombudsman can recommend that your landlord takes steps to put things right, and may suggest compensation.

Your landlord does not have to obey the Ombudsman's decision, but will probably do so.

The Ombudsman services have information explaining how to make a complaint on their websites, or you can obtain the information by post or telephone. You have to complain in writing and include any evidence that supports your complaint (see **Getting evidence** page 9). It is worth getting advice (eg from a Housing Aid Centre or Citizens Advice bureau) before you make your complaint.

## Joining with other tenants

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If other tenants in the same building or estate have the same repair problem, you can join forces. You could launch a campaign to get the work done, and join or form a tenants' association. If you need to make a formal complaint or go to court, the work and any costs involved can be shared.

Make sure that you and other tenants report your repair problems individually as well as as a group.

## Withholding rent

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Even where there is disrepair, you do not have the right to withhold (stop paying) rent. If you do, the landlord might try to evict you. The exception is where you have paid for the works yourself (see **Tenants doing repairs** page 16).

If you do stop paying rent, keep the rent money in a separate bank

account so you can pay off the arrears immediately if you have to.

## Tenants doing repairs

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Tenants only carry out repairs if they are responsible for damage, or if the landlord refuses to repair. Always report disrepair to the landlord before doing anything yourself, except for emergency steps (eg turning off water, or unplugging a faulty electrical appliance).

### **What if I'm responsible for repairing damage?**

If you damage your home, you will be responsible. It may be cheapest to get the damage repaired yourself – otherwise the landlord could claim the cost from you, or keep your deposit when you leave. Get the landlord's agreement before any work is started, and always get receipts for any work done, and for any parts or materials you buy.

### **What if my landlord agrees I can get repairs done?**

If your landlord agrees that you can arrange for repairs to be done, get her/his written confirmation before the work is started that s/he will pay. Your landlord may need you to get estimates from more than one contractor, or use a specified contractor.

### **Can I do the work and take the money out of my rent?**

This may be an option if your landlord will not carry out repairs. You risk eviction

for rent arrears, so it is essential that you follow these steps in the right order.

1. Report the repairs to the landlord in writing and allow time for them to be done.
2. Write to your landlord again, explaining that you intend to do the work yourself and take the costs out of your rent unless the repairs are done within a certain time (eg two weeks).
3. Once this time has passed, get three quotes/estimates for the work from reliable contractors.
4. Send the quotes to your landlord with a letter explaining that you are going to go ahead with the cheapest quote unless your landlord arranges for the repairs to be done within a certain time (eg a further two weeks).
5. Once this time has passed, if your landlord has not responded, arrange for the work to be done by the contractor that gave the cheapest quote.
6. Pay for the work yourself and send a copy of the receipt to your landlord, asking her/him to refund the money.
7. If your landlord does not pay you back, write to say that you are going to deduct the money from your future rent. Explain exactly when the deductions will start and how long you will withhold rent for. Be sure to keep copies of all correspondence, and keep accurate records of what you have paid and when.

If you are claiming Housing Benefit, tell the Housing Benefit department

what you are doing, and ask them not to make payments directly to your landlord. Your payments might be suspended temporarily until the issue is resolved.

You cannot use the procedure if you are a council tenant and are claiming Housing Benefit.

It is important that you get advice (eg from a Housing Aid Centre or Citizens Advice bureau) before withholding rent, even if you do use this procedure.

### **Will I be responsible for the quality of the work?**

Make sure the repairs are carried out properly. Never try to do them yourself if you are not sure what you are doing, or if gas or electricity is involved. If you carry out or arrange repairs that are done badly, you will be legally responsible for the consequences.

### **Taking court action**

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If your landlord will not carry out repairs, you could take the landlord to court. You may be able to get a court order making the landlord carry out repairs, and/or claim compensation.

Court action can be complicated and slow. You may need help from a solicitor, but if your case can be dealt with in the small claims court, you may be able to represent yourself. Solicitors can be expensive, unless you are entitled to legal aid. Court action should only be the last resort, and you should try other options first.

Before you start:

- check who is responsible for doing the repairs
- report the problem in writing and allow a reasonable time for the repairs to be done
- think about the risk of being evicted
- take advice
- gather evidence (see **Getting evidence** page 9).

### **Court action to get repairs done**

The court can:

- order your landlord to carry out repairs (an 'injunction' or an 'order for specific performance')
- make a 'declaration' that you can do the repairs yourself and deduct the cost from future rent.

In emergency situations, the court may order your landlord to carry out the work immediately.

A landlord who does not carry out the works specified in an injunction or an order for specific performance could be fined or imprisoned.

### **Claiming compensation**

You can claim compensation if your landlord has failed to make repairs for which s/he is responsible within a reasonable time of being told about them. You can claim for:

- damage to health
- damage to belongings
- inconvenience
- a rent reduction or refund.

If damage to health or belongings was

caused before the landlord knew about the disrepair, compensation can be claimed if the landlord ought to have known about the disrepair and failed to repair within a reasonable time. (See page 13 for compensation under the **Right to repair scheme**, if you rent from the council.)

### **Damage to health**

You can claim compensation if you or anyone in your household has been injured or made ill (or more ill) as a result of the landlord's failure to carry out repairs. Health problems may be physical (eg chest infection, broken leg) or mental (eg distress). For mental distress claims, it is usually necessary to show that medical treatment was required: the courts will award little or nothing for stress alone.

The amount of compensation will depend on the seriousness of the injury or illness – there is no fixed scale. For any serious injury, you should get advice (eg from a solicitor or Citizens Advice bureau).

You can also claim for loss of earnings and expenses (eg transport to and from hospital).

You need to prove that the disrepair and the health problem are linked. The disrepair does not have to be the only cause of the health problems, but it does need to have been a factor.

Usually, a court will expect a doctor's report and, except in clear cases (eg injuries from a fall), the report needs to explain the link between the health problem and disrepair.

### **Your belongings**

If items belonging to anyone in your household are damaged or destroyed because of your landlord's failure to carry out repairs, you can claim compensation. You can also claim for items damaged or broken while repair work was being carried out.

You can claim the amount of money it will cost you to repair or replace the property damaged or destroyed. This may only be the second-hand value of the goods, unless it would be impossible to buy second-hand replacements.

Collect as much evidence of the damage as you can (see **Getting evidence** page 9).

### **Inconvenience**

You can claim compensation for inconvenience or if you have not been able to use your home in the normal way as a result of the landlord's failure to repair your home. The amount awarded by the court will depend on the level of disrepair and the effect that it has had on you. Only the tenant can claim for inconvenience, not other people in the household.

### **Can I claim back some of my rent?**

If you have not been able to use your home, or part of it, because of the disrepair, you may be entitled to a reduction or refund of rent. How much you can claim will depend on how much of your home you have not been able to use. If no part of the house can be used, all of the rent may be

refunded, and if part of the house is unusable then the rent will be reduced.

A refund of rent is sometimes claimed under the heading of 'inconvenience', but you may be able to claim both if the inconvenience is something other than the fact that you have not been able to use part of the property.

### **Before you start the case**

Court rules require you to serve a legal notice on your landlord. The notice must:

- explain what the disrepair problem is
- set out details of when you previously told the the landlord about the disrepair
- give the landlord 21 days to put the problem right – unless repair is urgent
- state that if the landlord does not put the problem right within that time, you intend to go to court.

Get help from a solicitor or specialist adviser to ensure that the notice is prepared and served correctly.

If after the 21 days your landlord still has not put the problem right, you can apply to the court.

### **Moving due to disrepair**

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If you are living with serious disrepair, sometimes moving out may be the best option. If the landlord needs to carry out major repair work, you may not have much choice. Before you leave

you need to understand your rights.

Get advice (eg from a Housing Aid Centre or Citizens Advice bureau) to check whether it is necessary to move out, to make sure that your landlord follows the correct legal procedures and that any rights you have are protected.

### **What if I want to leave?**

If the disrepair in your home is bad and your landlord is refusing to co-operate, you may want to look for somewhere else to live. If you decide to leave, make sure you end your tenancy properly, or you may have to pay rent, even after you have left.

You can still take court action for compensation after you have left. If you owe rent, you can claim for compensation.

If the state of your home is so bad that it is not reasonable for you to stay, you could make a homeless application to your council. The council may have a duty to rehouse you. Applying as homeless is not the same as going on the waiting list for a permanent home.

If you have problems getting the council to help you, or if it will not accept your application, get advice (eg from a Housing Aid Centre or Citizens Advice bureau) before you move out, in case the council has no duty to rehouse you.

### **What if my landlord wants me to go?**

Landlords cannot always evict their tenants. In many cases they will need

a legal reason to evict you, and they should follow the correct procedure. Your rights depend on the type of tenancy you have. Get advice (eg from a Housing Aid Centre or Citizens Advice bureau) if you are unsure about your rights.

### **Can I move back in?**

If you want to move back in again once the work is completed, make sure you get this agreement in writing before you agree to go.

## Organisations

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### **To contact Shelter**

You can call our free housing advice helpline on 0808 800 4444. The helpline is open from 8am to midnight, seven days a week, and we can provide minicom or interpreting services, if you need them. You can also visit our website for more information about your legal rights or for contact details of local advice centres:  
[www.shelter.org.uk/adviceonline](http://www.shelter.org.uk/adviceonline)

### **Other organisations that may be able to help you:**

#### **Advice UK**

12th Floor, New London Bridge House  
25 London Bridge Street  
London SE1 9SG  
020 7407 4070  
[www.adviceuk.org.uk](http://www.adviceuk.org.uk)

#### **Citizens Advice**

Myddleton House  
115–123 Pentonville Road  
London N1 9LZ  
020 7833 2181  
[www.citizensadvice.org.uk](http://www.citizensadvice.org.uk)

#### **Community Legal Service**

- To find a solicitor:  
CLS Directory at  
[www.clsdirect.org.uk](http://www.clsdirect.org.uk)
- To get free initial advice:  
helpline on 0845 345 4345

#### **Health and Safety Executive**

(responsibilities for gas safety)

PO Box 1999  
Sudbury  
Suffolk CO10 6FS  
01787 881165  
Helpline 0845 345 0055  
or 0800 300 363  
Gas Safety Action Line 0800 300363

#### **Housing Ombudsman Service**

Norman House  
105–109 Strand  
London WC2R 0AA  
020 7836 3630 or 0845 7125 973  
[www.ihos.org.uk](http://www.ihos.org.uk)

#### **Housing Rights Service (Northern Ireland)**

4th Floor, Middleton Buildings  
10–12 High Street  
Belfast BT1 2BA  
028 9024 5640  
[www.housingrights.org.uk](http://www.housingrights.org.uk)

### **Law Centres Federation**

Duchess House  
18–19 Warren Street  
London W1T 5DB  
020 7387 8570  
[www.lawcentres.org.uk](http://www.lawcentres.org.uk)

### **Local Government Ombudsman**

Adviceline, 9am to 4.30pm  
Monday to Friday, on 0845 602 1983  
[www.lgo.org.uk](http://www.lgo.org.uk)

### **NICEIC** (electrical safety)

Warwick House  
Houghton Hall Park  
Houghton Regis, Dunstable  
Bedfordshire LU5 5ZX  
01582 531000  
[www.niceic.org.uk](http://www.niceic.org.uk)

### **Office of Fair Trading**

(unfair terms in tenancies)  
Fleetbank House  
2–6 Salisbury Square  
London EC4Y 8JX  
08457 224499  
[www.of.gov.uk](http://www.of.gov.uk)

### **Shelter Cymru (Wales)**

25 Walter Road  
Swansea SA1 5NN  
01792 469400  
[www.sheltermymru.org.uk](http://www.sheltermymru.org.uk)

### **Shelter Scotland**

Scotiabank House  
6 South Charlotte Street  
Edinburgh EH2 4AW  
0131 473 7170  
[www.shelter.org.uk](http://www.shelter.org.uk)





## Bad housing wrecks lives

We are the fourth richest country in the world, and yet millions of people in Britain wake up every day in housing that is run-down, overcrowded, or dangerous. Many others have lost their home altogether. Bad housing robs us of security, health, and a fair chance in life.

Shelter believes everyone should have a home.

We help more than 170,000 people a year fight for their rights, get back on their feet, and find and keep a home. We also tackle the root causes of bad housing by campaigning for new laws, policies, and solutions.

Our website gets more than 100,000 visits a month; visit [www.shelter.org.uk](http://www.shelter.org.uk) to join our campaign, find housing advice, or make a donation.

We need your help to continue our work. Please support us.

88 Old Street  
London  
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Telephone 0845 458 4590  
[www.shelter.org.uk](http://www.shelter.org.uk)

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