



If something needs to be repaired or replaced, you have to determine whether it is you or your landlord/lady who is responsible for dealing with it. If it's your landlord/lady you'll need to let them know that a repair needs to be done. This leaflet helps you decide who's responsible for what repairs, how to ensure they are done, and what to do if your landlord/lady is delaying or avoiding his/her responsibilities.

Who is responsible?

The law says that you must use your home in a responsible way and take proper care of it, e.g. you should turn off the water or leave central heating on if there's a risk of burst pipes when you're going away. You will be responsible if your guests cause any damage. Under Section 11 of the Landlord and Tenant Act 1985, the landlord/lady is responsible for repairs to:

- The structure and exterior of the property, e.g. walls and windows, gutters and drains (unless you block them with things that should not be flushed);
- Basins, sinks, baths and other sanitary installations in the property;
- Installations for heating water and space in the property, e.g. central heating but not plug in appliances.

S/he must also keep the installations in proper working order. Landlords/ladies are not generally responsible for repairs arising from damage caused by the tenant, rebuilding the property after damage by accidental fire, etc., repairing anything that's yours unless, in some cases, the damage was caused by their failure to repair. If, in doing repairs s/he is obliged to do, s/he spoils the internal decoration s/he should make good the damage.

Responsibility for other repairs depends on what your contract says.

Remember, what was said between you constitutes a contract, as much as a written one. If your agreement doesn't say who's responsible for what get advice.

Apart from your duty to take care of the property, you only have to do the repairs your agreement says are your responsibility. You can't be forced to do the repairs which are the landlord/lady's responsibility by law.

Remember that landlords are now legally obliged to have all gas appliances checked annually by a registered Gas Safe registered member.

Informing the landlord/lady

The law says that there is a clause in all tenancy agreements that you should let your landlord/lady have access to the property to do repairs s/he's entitled to do. Also s/he, or his/her agent authorised by him/her in writing, may at reasonable times of the day enter the property to inspect its condition but s/he must give you 24 hours notice in writing beforehand.

If you need to inform the landlord/lady of repairs which are his/her responsibility you should do so in writing, keeping a copy so, if necessary, you can prove the date you formally requested the repair. Any further communications between you or anyone else involved should be similarly recorded, including dates and matters discussed.

What to do if the repairs aren't done

If you've contacted your landlord/lady several times and the repairs still aren't done you may need to take further action. If you withhold your rent to persuade your landlord/lady to do the repairs or to pay for the repairs yourself you run a big risk of being evicted for rent arrears. You should always get advice before considering this. Otherwise:

- You could sue your landlord/lady and get a court order ensuring that s/he gets the repairs done. Get advice before doing this: often suggesting legal action is enough 'encouragement'!!
- You could notify the local council as it can insist the landlord/lady does the repairs or do them itself and charge him/her. Once again get advice on this matter first.

The Council does not have to tell anyone how it found out that the property needed repairing so don't worry about your landlord/lady finding out it was you.

Councils can also insist that landlords/ladies bring houses in multiple occupation, i.e. rented property with more than one household, up to a standard fit for the number living there. They may insist the landlord/lady provides extra sanitary fittings, heating installations, facilities for storing, preparing or cooking food, or to make the property comply with fire safety regulations.

What if they ask me to leave?

A landlord/lady can't evict you if you are an assured or assured short hold tenant just because s/he wants to do repairs. S/he may be able to get a court order that you leave if s/he can provide suitable alternative accommodation or if s/he wishes to develop the property or do substantial works. You can always agree to leave temporarily but you should make sure that you're both very clear about the basis on which you're leaving, your right to return, and details of the alternative accommodation provided, preferably in writing. Get advice before going ahead with this.

If you feel the reason repairs aren't being done is to persuade you to leave, have a look at the Advice leaflet "Difficult landlords (is this) harassment" and come and see us immediately.

For further help or information come and speak to one of the FXU Student Advisers.

FXU Advice Service

Help with: Money, Hardship Fund (Access to Learning Fund), Benefits, Childcare, Housing, Tenancy Agreements, Academic problems, student life!

We are here to help you!

FXU Advice Service Available (Term time only):

Tremough Find us in the Annex (opposite the Refectory/Bar)
Ring: 01326 370447 for an appointment

Woodlane Find us in the Library Building, Woodlane
Ring: 01326 213742 for an appointment

Email advice@fxu.org.u