

Getting repairs done

Your rights if you are
renting your home

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Getting repairs done

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

The rules about repairs can be complicated and this guide is only an introduction to the law. If you need more detailed information, you should get advice from a local Shelter Cymru service. To find an advice service local to you contact Shelter Cymru on 0845 075 5005 or visit sheltercymru.org.uk/get/advice.

If you live in England, Scotland or Northern Ireland you can contact Shelter, Shelter Scotland or the Housing Rights Service (see pages 24–25 for contact details).

If you rent your home under a business tenancy or an agricultural tenancy you have different rights, and these are not covered in this booklet. Contact a Shelter Cymru advice service or a citizens advice bureau if you are having problems.

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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 (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
- 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.

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 rather than a tenancy.

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 below) or for other reasons, and you should get advice from a Shelter Cymru housing advice service.

Your landlord is not required to fix any damage caused by you, anyone in your household, or any guests, whether the damage was 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 (e.g. checking smoke alarm batteries)
- using the heating properly (e.g. 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 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 (e.g. decorating) or say when or how often certain jobs must be done (e.g. annually cleaning gutters). Some agreements say that the landlord must keep the property in good condition which may mean more than just carrying out repairs.

The tenancy agreement may also give you extra duties (e.g. decorating) or say when or how often certain jobs must be done (e.g. 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? opposite).

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 is refusing to do repairs.

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 Shelter Cymru housing advice service. (See Useful organisations on pages 24–25.)

Dampness

It can be difficult to sort out problems with damp because it is sometimes hard to find the cause. Your landlord is usually responsible for repairs if the dampness is the result of disrepair (e.g. leaking pipes, leaking roof). However, your landlord may not have a legal obligation to carry out repairs if the problem is caused by the design of the building, e.g. having no damp proof course, or not having enough heating or ventilation. But if the dampness is significant it may be a 'hazard' (see page 13) and the council may take action against the landlord, although if your landlord is the council and the dampness is likely to affect your health, you might have to start court action yourself if the problem is not resolved.

If you have exhausted the council's complaints procedure you can complain to the Public Services Ombudsman for Wales instead and this is free (see page 24).

You can get further advice about this from a Shelter Cymru housing advice service.

Gas and electricity

Gas: Your landlord's gas appliances must be inspected every year by a Gas Safe registered engineer. The landlord must keep a copy of the engineer's report and provide you with a copy. A Gas Safe 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. It is illegal to do gas repairs unless you are a Gas Safe registered engineer.

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

If you are worried about gas safety contact the National Gas Emergency Service (0800 111 999) and tell your landlord immediately. Do not use anything that you think is unsafe. You can contact the Health and Safety Executive (HSE) (see Useful organisations on page 24) if your landlord is breaking the rules about gas safety. Also, if you live in a house or flat occupied by more than one household, the council's environmental health team 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, except if you live in a house in multiple occupation (HMO) (i.e. a house or flat occupied by more than one household) when the landlord must have an inspection carried out every five years.

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 (e.g. faulty electrical 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 13).

Some fire services will provide free smoke alarms on request.

You are protected by fire safety laws if you live in a HMO. HMOs have to meet detailed rules about fire safety, dealing with alarms, extinguishers and escape routes. If you live in a HMO and you have concerns about fire safety, contact your council or fire service.

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 improvements needed if you, are or a member of your household is disabled. If you have a private landlord, you or your landlord may be able to get money from the council to pay for adaptations to help a disabled person.

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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 (e.g. moving your belongings away from damp). If possible 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. 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 caused as a reason to evict you.

Decorating

This section deals with paint, fitted carpet, wallpaper and other decorating. Curtains and rugs are covered under furniture and equipment (see above).

Your landlord does not have to decorate unless your tenancy agreement says so. However, 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 tenancy 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 agreement may say that you have to decorate before you leave, or pay for decoration.

Communal areas

This section deals with:

- 'common parts', i.e. parts of the building that you share with other people (e.g. hallways, stairs and lifts)
- parts of the building that have not been let (e.g. roof space or vacant flats in your block).

The landlord must take reasonable care to keep in repair essential services or areas that you use as a part of your tenancy, such as 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 un-let 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 un-let 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, the responsibility may rest with someone else. The landlord should be able to tell you who is responsible, and may have to make that other person carry out repairs.

Get advice if in doubt.

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, ask the landlord before doing any gardening.

Reporting, evidence and access

Reporting repair problems: You must always report a repair problem to your landlord. The landlord will not be responsible until they know about the problem.

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 phone 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. Even if the problem is minor do not wait to report it as the repairs could end up costing your landlord more, and you may have to pay the extra cost.

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 Shelter Cymru housing advice service 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 the repairs. If you rent from the council, the council should say whether or not the repair is covered by the Right to Repair scheme (see page 15).

If it is the landlord's responsibility, and it usually will be, s/he should tell you what will be done and how long it will take. If you have one, 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 repair needed. There are no fixed time limits. Urgent repairs (e.g. blocked drains or problems with gas) should usually be carried out within a day, while repairs needing building 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 (e.g. a gas leak should always be reported to the National Gas Emergency Service (see page 24), but also tell the landlord.

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. If your landlord wants to carry out improvements which are separate from repairs, you do not have to agree to this 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. Find original purchase receipts and work out the replacement or repair cost
- get an expert to inspect your home. Often, the council's environmental health officer (EHO) will be the best person, but other organisations may be useful in specific circumstances (e.g. the fire service can advise on fire safety). Get advice 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 and 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 (e.g. replacement clothes, cleaning materials).

Risk of eviction

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 particular 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 private tenants with other agreements not listed above usually have less protection. The landlord can make you leave by following the correct procedure, which normally includes obtaining a court order. 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. Councils and housing associations should not take disrepair into account when deciding whether to evict, but with private landlords it is a risk.

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 from a Shelter Cymru housing advice service if you are not sure what your rights are, or what you should do.

Disruption and poor work

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 the court and ask it to force your landlord to do the work properly. If the court or 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 booklet (eg formal complaint, Ombudsman, going to court – see pages 16 to 20).

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 agree to make good before you agree to the work.

What happens if the repairs are really disruptive?

If repairs to your home are very disruptive (e.g. if some rooms are unusable for days or weeks) you may be entitled to claim compensation, not only for the time you lived in your home when it was in disrepair but for disruption while the works were carried out.

Your landlord may agree to reduce your rent to compensate for the disruption. If the landlord refuses to do this, get advice from a local Shelter Cymru advice service. Do not just stop paying the rent because you could be evicted.

Can tradespeople use my electricity or 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. The landlord will need to provide somewhere suitable for you to stay while the work is going on, and should compensate you for any extra expense (e.g. 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 can 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 from a Shelter Cymru housing advice service.

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 (e.g. rent arrears). If you have been asked to move out and do not want to go, get advice.

Help from the council (environmental health)

The council can help you by assessing hazards to health and safety in homes, and making the owners deal with unacceptable risks.

The council should use the Housing Health and Safety Rating System (HHSRS), which allows the council's environmental health officers (EHOs) to inspect housing conditions and deal with hazards.

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 certain hazards such as electricity or stairs, so it is not possible to remove every hazard.

How do I get an inspection?

Except in urgent cases, you should tell your landlord about the problems 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 environmental health officer to inspect as well. If the council refuses to inspect, contact a Shelter Cymru housing advice service.

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 environmental health officer (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 to the property (e.g. 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:

- Have an informal discussion with the 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 (e.g. storing inflammable materials), or any use of part or all of it until works are done (e.g. 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 on page 16).

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 booklet.

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 from a Shelter Cymru housing advice service.

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 you, and will almost always have a duty at least to help you find a new home.

Right to Repair scheme

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.

However, the scheme is very limited. It only applies to certain kinds of repairs and only if, in the opinion of the council, the work will cost less than £250 to carry out. You will usually need the council to inspect and tell you if the repair is a 'qualifying' repair.

Many housing associations operate similar systems but the details may differ. The aim of the scheme is to make sure that small urgent repairs are carried out quickly, but all landlords should do this anyway.

What repairs are covered?

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

- unsafe electrical fittings or
- loss of electricity supply
- leaking roofs
- blocked toilets, sinks, baths or basins
- leaking or flooding from pipes, tanks or cisterns
- broken banisters or handrails
- door entry-phone systems.

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 on 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?

As explained above the Right to Repair scheme does not cover all repairs. 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

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 also have complaints procedures. Your tenants' handbook should have details of the complaints procedure.

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.

The Public Services Ombudsman for Wales deals with complaints about both housing associations and councils in Wales (see Useful organisations on page 24).

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 usually do so.

The Public Services Ombudsman for Wales has information explaining how to make a complaint on its' website, 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 10).

It is worth getting advice before you make your complaint from a Shelter Cymru housing advice service.

Joining with other tenants

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 a group.

Withholding rent

Even where there is disrepair, you do not have the right to stop paying the rent. If you do, the landlord might try to evict you because you have rent arrears. The exception is where you have paid for the works yourself, but only when you have followed the procedure set out in Tenants doing repairs (see below).

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

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

What if I am responsible for repairing damage?

If you damage your home, you will be responsible for putting it right. It may be cheapest to get the damage repaired yourself – otherwise the landlord could claim the cost from you, or ask that it be deducted from 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 is responsible for the repairs (see page 4) and agrees that you can arrange for repairs to be done, get 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. To avoid the risk of eviction for rent arrears, it is essential that you follow these steps in the right order.

- Report the repairs to the landlord in writing and allow time for them to be done.
- If the landlord fails to act, write to her/him 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 (e.g. two weeks).
- Once this time has passed, get three quotes/estimates for the work from reliable contractors.
- 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 (e.g. a further two weeks).
- 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.
- Pay for the work yourself and send a copy of the receipt to your landlord, asking her/him to refund the money.
- 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 very important that you get advice from a Shelter Cymru housing advice service before withholding rent, even if you do use this procedure.

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

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 pay you compensation. Court action can be complicated and slow. You may need help from a solicitor, but if your case can be dealt within the small claims court, you may be able to represent yourself.

Solicitors can be expensive, unless you are entitled to legal aid (see page 21). 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 on page 10).

Court action to get repairs done

The court can:

- order your landlord to carry out repairs – this is known as an injunction or an order for specific performance. In emergency situations, the court may order your landlord to carry out the work immediately
- order your landlord to pay compensation to you (see below).

A landlord who does not carry out the works ordered 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 or that of other members of your household
- 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 15 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 depression and/or anxiety).

To claim for health problems you will need to get a doctor's report or letter to describe how severe the problem is, or was, and to show that it was caused or worsened by the disrepair. The disrepair does not have to be the only cause of the health problems, but it does need to have been a factor.

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 from a local Shelter Cymru advice service.

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

Your belongings

If items belonging to you, or 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 on page 10).

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.

The amount awarded by the court will depend on the level of disrepair and the effect that it has had on you and your family.

Can I claim back some of my rent?

There is no right to a rent refund or rebate. However, sometimes courts use the rent you've paid to assess what the right level of compensation is. So, if you have been unable to use half your home for a year, it may be that the court would award half of the rent you have paid over the year. So, this may be something you can put to your landlord if you are trying to agree how much compensation should be paid. However, this is only one way of assessing compensation and sometimes it may result in a figure that is too high or too low.

Before you start the case

You only have the right to take a court case to claim compensation (and, if necessary, an order that the landlord carries out works) if you have already told the landlord about the repairs and the landlord has not done the works in a reasonable time. So, if you have to bring a court case you will usually already have made telephone calls, written letters and/or sent emails to the landlord. However, you must still send a formal warning to your landlord before starting a court claim.

Under the court rules, there is a 'pre-action protocol for housing disrepair' that sets out the steps you and the landlord must take before a court case is started. Under this protocol you must send a letter to the landlord containing certain information and giving the landlord a deadline to reply (this is 20 working days unless it is urgent). The landlord should reply and make proposals to do the works and to pay compensation. The protocol contains model letters for you to use. If you do not follow the protocol and issue a claim you may be successful but the court could say that your landlord should not have to pay any costs, including the court fees and surveyor's fees you paid.

The protocol can be read online at tinyurl.com/disrepair120

It is best to get help from a specialist adviser or housing solicitor to ensure that the notice is prepared and served correctly.

Can I get legal aid?

If you decide to see a solicitor, you may be entitled to public funding, often referred to as legal help and legal aid. Under legal help a solicitor can write letters to your landlord and may even get a surveyor's report.

Under legal aid, the solicitor can represent you in court proceedings and her/his fees are paid by the Government. If your income is above a certain level you may have to pay a contribution.

If you win the case and get compensation the court will usually also order your landlord to pay your solicitor's legal costs. However, in some cases not all of the costs are covered and the 'statutory charge' may apply. This means that the Government can take the legal fees out of the compensation awarded to you by the court. Your solicitors must advise you about this.

Not all solicitors do legal aid work. You can get details of solicitors who do from Community Legal Advice (see Useful organisations on page 24). There is a 'means test'. You will qualify for legal help if you are on certain benefits or you have a low income. To qualify for legal aid you must also have a good chance of success in court. Your solicitor will be able to advise you about this.

Changes to legal aid mean that from April 2013 legal aid will only be available if court proceedings are necessary because there is a serious risk to the health or safety of the occupiers.

If you do not qualify for legal aid, a solicitor may be willing to do a first interview with you for a fixed fee, but following that, the fees can get expensive.

Time limits for court claims

There are time limits for bringing claims for disrepair. The normal time limit is six years but if you are also claiming for damage to health or personal injury it is three years.

What this means is that whether you are still living in the property or not you can claim compensation for the six years or three years before you start the claim. But if, for example, you suffered the damage to health or injury more than three years ago, you will not be able to claim any compensation.

Moving due to disrepair

If you are living with serious disrepair, sometimes moving out permanently may be the best option. However, the fact that the landlord needs to carry out major works is not in itself a lawful reason to evict you. If your landlord is suggesting you leave and you do not want to, get advice from a Shelter housing advice service 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 (see Time limits for court claims opposite). If you owe rent, you may be awarded compensation that reduces or even clears the arrears in full.

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. However, do not give up your home before making the homeless application. Even if you are still living in the property the condition may be so bad that you are classed as homeless.

If you have problems getting the council to help you, or if it will not accept your application, get advice from a Shelter Cymru housing advice service 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 just because they want to. Usually they will need a court order and in many cases they will need a legal reason to evict you. Your rights depend on the type of tenancy you have.

Get advice from a local Shelter advice service 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.

Useful organisations

To contact Shelter Cymru you can call us on 0845 075 5005 or visit www.sheltercymru.org.uk/getadvice for information about your housing rights and details of our local advice services.

Other organisations that may be able to help you:

Advice UK

6th Floor, 63 St Mary Axe, London EC3A 8AA
020 7469 5700
www.adviceuk.org.uk

Citizens Advice

To find details of your local bureau go to www.citizensadvice.org.uk

Community Legal Advice

To get free initial advice, call the helpline on 0845 345 4345

Consumer Credit Counselling Service

Wade House, Merrion Centre, Leeds LS2 8NG
0800 138 1111
www.cccs.co.uk

Department for Work and Pensions

www.dwp.gov.uk

Directgov

www.direct.gov.uk

Health and Safety Executive

4th Floor, Middleton

Housing Rights Service (Northern Ireland)

(responsibilities for gas safety)
Gas Safety Advice Line 0800 300 363
www.hse.gov.uk/gas

Shelter
Cymru

Public Services Ombudsman for Wales

1 Ffordd yr Hen Gae, Pencoed, CF35 5LJ
0845 601 0987
www.ombudsman-wales.org.uk

Law Centres Federation

020 7842 0720
info@lawcentres.org.uk
www.lawcentres.org.uk

National Electricity Emergency Service

www.nationalgrid.com/uk/electricity

National Gas Emergency Service

0800 111 999
www.nationalgrid.com/uk/gas

NICEIC (electrical safety)

0870 013 0382
www.niceic.com

Office of Fair Trading

(unfair terms in tenancies)
08454 04 05 06
www.oft.gov.uk

Shelter

Free housing advice helpline 0808 800 4444.

Visit www.shelter.org.uk/advice for information about housing rights and Shelter advice services in England.

Shelter Scotland

Scotiabank House, 6 South Charlotte Street, Edinburgh EH2 4AW
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www.shelterscotland.org

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