

# FARANI TAYLOR SOLICITORS

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*A firm that defies expectations*

## Housing Law Guide



FARANITAYLOR  
SOLICITORS



# HOUSING LAW – TENANTS GUIDE

## WHAT WILL FARANI TAYLOR OFFER?

You can expect that you will receive the best care from experienced solicitors, legal executives and advisers. We formulate our advice around a strategy that suits your needs. Our advice depends on the evidence presented and we will explain your chances of winning. With that in mind, getting the best outcome is key.

## REPAIRS

If you are renting then you are usually liable for minor repairs such as changing broken light bulbs but the landlord is responsible for major repairs. Major repairs are things like fixing the heating, sorting a broken oven or structural issues.

It is important to recognise that just because something needs repairing that the Landlord is not required to upgrade but to merely repair.

If the Landlord has repaired the issue but not improved the issue then there is nothing that you can do.

However, if they have not repaired the issue then you have recourse.

## COLLECT EVIDENCE

Make sure to collect evidence of the disrepair. If the Landlord has not fixed the issue then ensure that the problem is continually monitored and evidenced as it gets worse. If you have had to pay to replace things then ensure you keep receipts.

Ensure all correspondence with the Landlord is recorded including WhatsApp messages, text messages, emails, letters and calls.

If the issue is making you ill, such as damp or mould then make sure to have your GP provide evidence that it is causing the illness.

It is advisable for you to evidence any disrepair through media like videos and photographs. If you are able to commission a surveyor to provide an expert report that helps the Court to establish whether the disrepair falls within the scope of Section 11 of the Landlord and Tenant Act.

The Landlord must provide a safe living environment and test gas and electrics annually. If an electrical appliance breaks such as oven, washing machine or dishwasher then the landlord should repair in a reasonable time.

It is important that your Landlord or letting agent has knowledge of any disrepair. If you are unable to prove that they have then your chances of success reduce significantly.

## SPEAK TO YOUR LANDLORD

Make sure that you have spoken to your Landlord or Letting Agent. If you have not, then they are not responsible for the issue. If the issue causes damage to the property then you may be liable.

If you report the problem to the Landlord or letting agent and they have requested access to inspect and fix the problem then you are required to provide that access. Any access to the property must be within a reasonable amount of time. If the problem requires urgent attention, such as a water leak, then access must be given as soon as possible. Whereas, non-urgent repairs, 24 to 48 hours is reasonable.

## WHAT WILL WE DO?

Once provided with all of the information, we will draft a timeline of events, referring to what happened and when it happened.

We request the tenancy agreement so to see the terms.

We contact the Landlord and write your complaint in full, requesting that remedial action is taken immediately to fix the issue. Usually the Landlord would have the right to enter the property to inspect the disrepair. If the disrepair is urgent then they need to act quickly.

Our letter to the Landlord needs to be in compliance with the Pre-Action Protocol for Disrepair. On receipt of this letter they have 21 days to respond.

If the disrepair is causing serious health problems and your Landlord has refused to act we can instruct a local environmental health officer to carry out an inspection. This would be for things like gas leaks, animal infestations or mould. At the same time, we can also apply to the Court for injunctive relief.

Evidence we require:

- Tenancy agreement;
- All correspondence;
- Photographs of the issue;
- Receipts for anything you have had to replace;
- Medical reports; and
- Environmental report.

## DAMP AND MOULD

One of the most common problems in rented homes is damp and mould. It is important that we see evidence to ascertain whether the problem should be fixed by the landlord or is your responsibility. This should be outlined in the tenancy agreement.

If you have tried to make improvements and solve the issue yourself, keep receipts and let us see them. We may be able get you reimbursed if it is the Landlords responsibility.

If it is making you ill, we suggest that you get a note from the GP that it is hazardous to your health and organise an inspection.

## MEDIATE

It may be suggested that you mediate and resolve any dispute through alternative means rather than court to keep your costs down. We discuss options with the Landlord or their representatives of how to resolve.

## COURT

If your Landlord refuses to carry out repairs and is unwilling to compromise then we would recommend taking them to court. We would review the evidence and provide an indication of the likelihood of success. Our team would need to prove that your Landlord has not taken their responsibilities seriously enough and that we have attempted to find an alternative solution.

If we win, then the Court orders the Landlord to make the repairs, may award damages and pay for all or part of your legal fees subject to the Judge's discretion. Although the Civil Procedure Rules state that the winner recovers costs from the losing party, it is subject the Judge's discretion. There is no guarantee that costs or a percentage of the costs are awarded should you win.

## COMPENSATION

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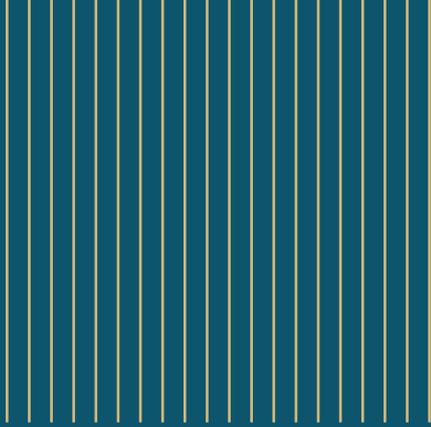
If the failure to repair the property has led to your belongings or health being damaged we could help you claim compensation. However, if you are Legal Aid funded, the Legal Aid Agency do not fund compensation claims for disrepair unless issue is brought as a counterclaim to the possession claim issued on Section 8, Grounds Notice.

If mould has ruined clothing, curtains or bed sheets or a leak has damaged furniture then you may want to claim damages for replacing the items.

Compensation would depend on what damage is done to belongings and how much those items would cost to replace.

If it is proven that your health has lowered due to the disrepair then we can refer to our Personal Injury Team to discuss options for recourse.

If the problem has left you unable to use a room in the property then we can claim abatement. This is a percentage of the rent back. If all the property is uninhabitable then 100%.



“AT FARANI TAYLOR YOU  
WON'T FIND A TYPICAL LAW  
FIRM; WE BELIEVE IN OFFERING  
THE EXTRAORDINARY WITH  
PERSONAL SERVICES TAILORED  
JUST FOR YOU.”

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