**Landlord’s Repairing Obligations – A Preliminary Note**

This is a preliminary advice note and is not a substitute for taking detailed legal advice in relation to your situation, which may be legally complicated.

Repairing obligations are imposed on landlords by virtue of section 11 of the Landlord and Tenant Act 1985. The provisions of the Act apply to any lease of a dwelling-house granted on or after 24 October 1961 for a term of less than seven years.

It is important to note at the outset that a landlord cannot contract out of these obligations unless they obtain permission from the Court. This means that the inclusion of any provisions in a tenancy which seek to exclude or limit these obligations of the landlord are rendered void, unless they have been pre-authorised by the Court.

In practice, applications to exclude the statutory regime are very rare indeed and the tenant would need to be made a party to and consent to such application.

In addition, any provisions in the tenancy agreement which are inconsistent with section 11 are ineffective.

The Act confers a statutory duty upon the landlord to repair the structure and exterior of the dwelling, which includes drains, gutters, external pipes and roofs. The landlord is also required to repair and keep proper in working order the installations in the dwelling for the supply of water, gas, electricity, space heating and heating water. This includes, but is not limited to, radiators, boilers, pipes and wiring.

The landlord is also under an implied obligation to provide for quite enjoyment of the property and also not to derogate from grant. These obligations may be useful tools by the tenant for instance where there is water penetration into the premises.

A landlord is only required to effect repairs once they have been provided with notice of the disrepair by the tenant. Such notice can be made to the landlord either verbally or in writing.

For record purposes, it is obviously always best for notification of disrepair to be made or confirmed to the landlord in writing.

The landlord then has a reasonable period of time to effect the repairs. What is reasonable is a question of fact in each case and is usually judged by the nature and degree of the disrepair. For instance, a heavily burst water pipe requiring urgent attention would need to be attended to far quicker than a blocked gutter.

Failure to effect repairs may result in proceedings being issued by the tenant for damages and/or an order from the court requiring the landlord to fulfil his or her repairing obligations.

However, before issuing proceedings, there is a housing disrepair pre-action protocol to be complied with by the parties. Failure to comply with the protocol may result in the sanction of costs by the offending party. The protocol is contained in the Civil Procedure Rules, Section 4 “Protocols”.

There is also an obligation on tenants to use the premises in a ‘tenant-like manner’. In other words, the tenant is liable to undertake reasonable maintenance protective issues in relation to the property, such as not putting cooking oil down the kitchen sink or turning off the water if they go away on holiday during freezing weather.

Tenancy agreements do commonly provide for repairing obligations on the part of a tenant. These are only legally enforceable to the extent that they are not inconsistent with section 11 of the Act. Also as indicated, tenants also have an obligation to use the property in a tenant-like manner.

Landlord & Tenant represents a core area of the work of this firm.

We offer an initial fixed fee interview of half an hour at a cost of £75 plus VAT. We are pleased to undertake this by way of a telephone conference if this should be more convenient.

We provide advice to and represent both landlords and tenants.

If you would wish this firm to assist please contact Lawrence Rodkin (partner) at e-mail address lawrence.rodkin@sr-law.co.uk

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