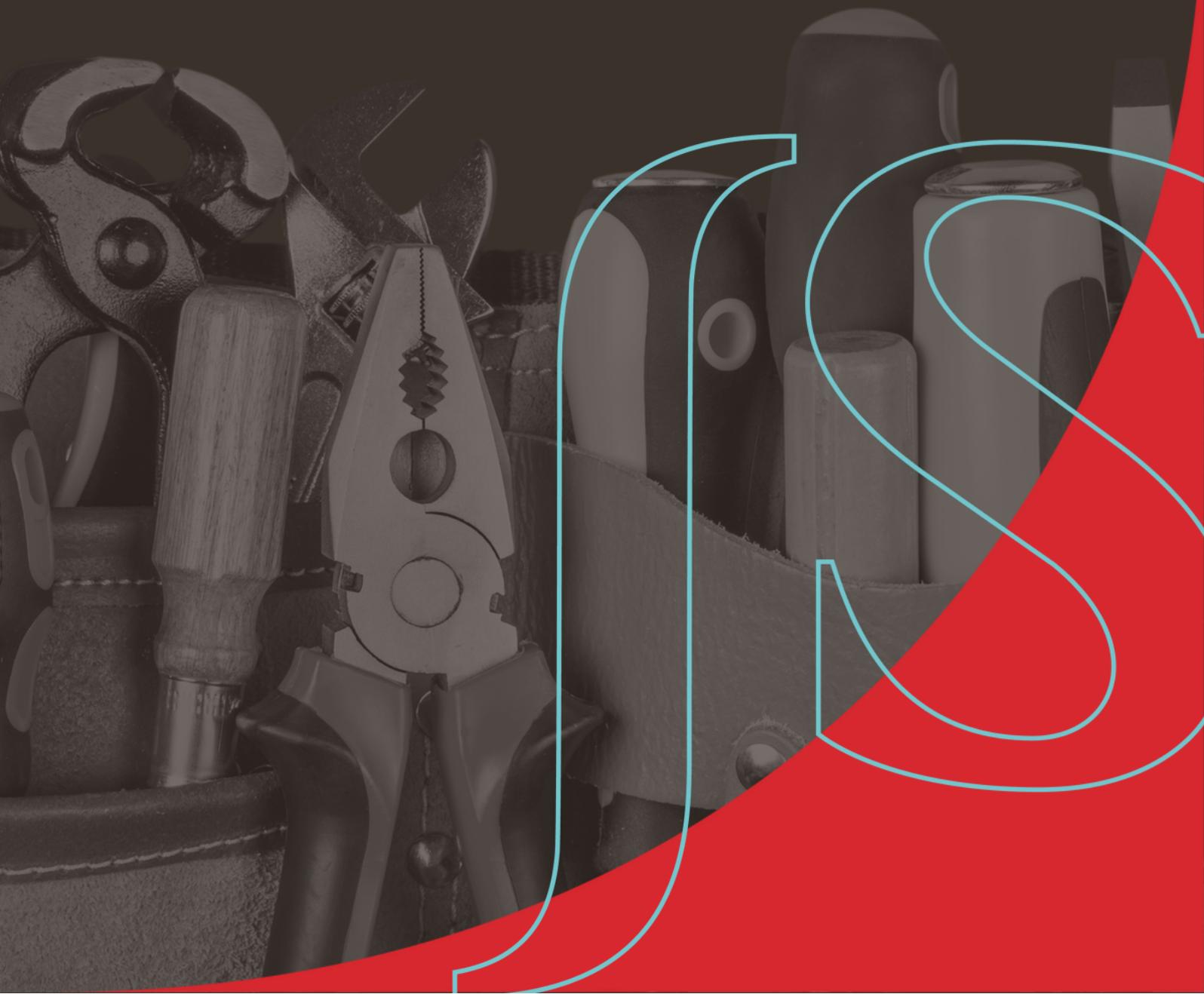




A Tenants Guide

to property maintenance issues



Reasonable Repair Requests

What is a 'reasonable' repair request?

Repairs in rental properties can sometimes cause confusion and unease for tenants. Many renters aren't sure exactly of their responsibilities and what they can ask their landlord to repair.

To help bridge the knowledge gap and demystify this grey area, we've taken a look at what constitutes a reasonable repair request and what's required of landlords and tenants.

Legal requirements

What's required of both landlords and tenants when it comes to repairs is actually a legal matter. Most tenancy agreements are Assured Shorthold Tenancies (ASTs). These are covered by the Landlord and Tenant Act 1985.

Section 11 of the Act covers repairs and states that landlords must keep the structure and exterior of a rental property (including drains, gutters and pipes) 'in repair'. Water, gas, electricity and sanitation supply installation must be kept 'in repair and proper working order' - this doesn't necessarily cover fixtures, fittings and appliances for the above measures.

Reasonable requests

A reasonable request is something that you aren't able to rectify yourself or something that only your landlord can address. Your rent covers repairs, so you're within your rights to request that the landlord fixes something. You're advised to report issues as quickly as possible as problems often get worse - and more expensive - the longer they're ignored.

Once you've made a reasonable request and the landlord or letting agent has acknowledged it, you're required to allow them reasonable time to carry out the repairs. On top of this, you'll need to allow access to the person completing the work.



Reasonable Repair Requests

Wear and tear

Your landlord must replace and cover the costs for any piece of furniture or equipment they provided at the beginning of the tenancy, which becomes unusable due to everyday wear and tear.

You must report the problem and if it's a case of fair wear and tear, there won't be deductions from your deposit for the replacement or repair.

If you've damaged the item through 'improper use', then your landlord will be able to charge you to fix or replace it.

What constitutes fair wear and tear can sometimes be a grey area and lead to a debate between landlords and tenants at the end of a rental contract. Here we explain what can be considered wear and tear and what can't

What's required of landlords?

Landlords are responsible for the legal requirements in the Landlord and Tenant Act 1985. So, for the property's interior, this covers features like radiators, baths, sinks, pipes, toilets and so on. Meanwhile, landlords' legal responsibilities for the exterior stretch to roofs, drains, walls, gutters and more.

It's illegal for landlords to change agreements to state the tenants are responsible for electrical installations, for example, as this is one of *their* legal requirements as set out in the Act.

However, landlords can make it clear that tenants are responsible for some matters which aren't covered by the Landlord and Tenant Act - the most common example being maintaining the garden.

Although landlords must make necessary repairs, this doesn't mean they're liable to carry out 'improvements' to the property as there's a distinct difference.

What's required of tenants?

You must check your rental agreement before signing it to see if any additional duties are required of you.

You must ensure the property is clean and general upkeep and maintenance tasks are carried out (changing lightbulbs etc.).

You're obliged to report repairs - preferably in writing. If you don't, your landlord has no legal obligation to carry them out.

What to do in an emergency

An emergency is something that could not have been foreseen, and which could cause serious damage to the property.

For example:

- Severe leaks
- If you smell gas or detect a gas leak call the National Gas Emergency service on 0800 111 999[^]
- Loss of electrical power or light
- Blockage of your only toilet
- Loss of heating or hot water
- Broken windows or doors following a break-in

Out of hours emergency

If you have an emergency when our branches and lettings centre are closed, take the following steps:

- Ensure that you are experiencing a true emergency and that the issue cannot be resolved during our opening hours.

Please remember that if a contractor is called out as an emergency when a repair is not justified, you will be liable for all costs.

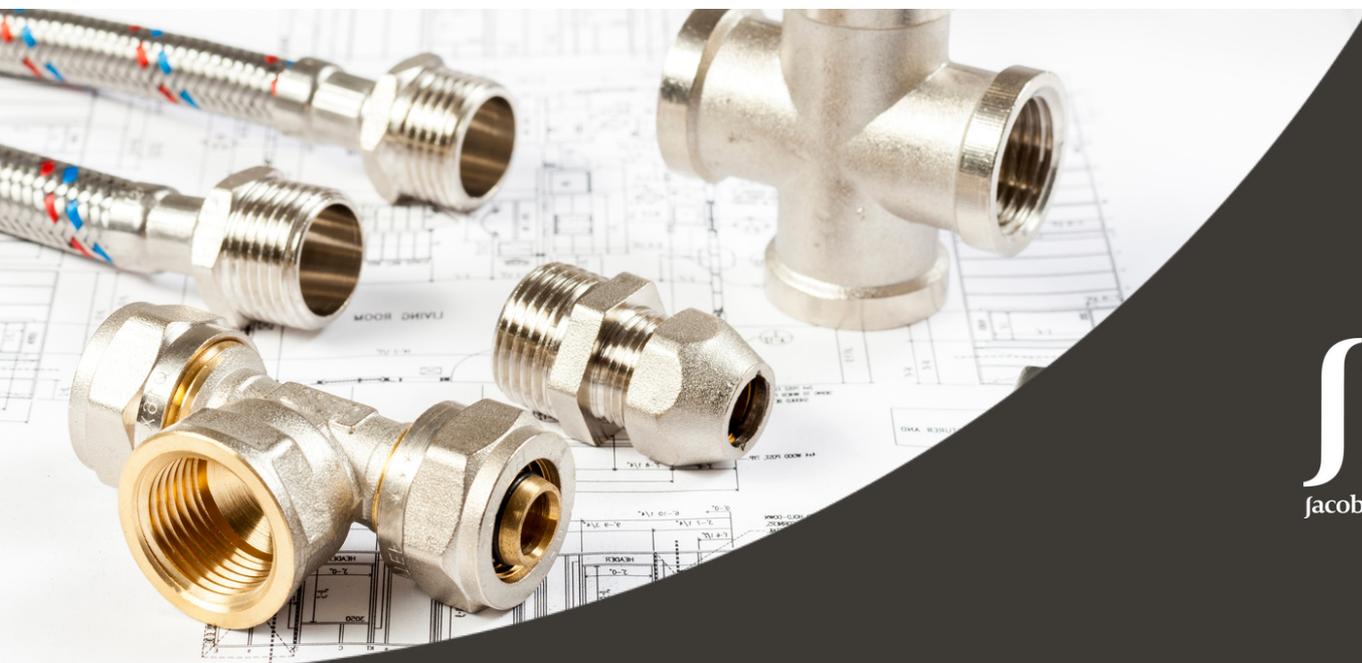
Is it definitely an emergency?

It's a sensible idea to double check there is nothing that can be resolved yourself before arranging an emergency callout, as you will be liable for the costs if the call-out is not justified.

For example, we get a lot of phone calls about no heating or hot water and it's often just a simple case of re-pressurising the boiler (there are a number of how-tos available online).

Another example is a water leak, turn the stop cock off.

Or if the electrics trip, check your fuse box.



Emergency contacts

Remember that if a contractor is called out as an emergency when a repair is not justified, you will be liable for all costs.

Jacobs Steel Lettings: 01903 506040



Electrician

SL Electrical
(Luke McCabe)
07521302784



Locksmith

SL Locksmith
07713117144



Plumbing & Heating Engineer

Toro Plumbing & Heating
07951925440



General Maintenance

Better Handyman & Home Improvements
07534390823



JSS

Lettings

12 Chapel Road | Worthing | BN11 1BJ

01903 206000

lettings@jacobs-steel.co.uk

