



REPAIRS

A GUIDE FOR PRIVATE LANDLORDS AND TENANTS IN NORTHERN IRELAND

THIS BOOKLET DOES NOT PROVIDE AN AUTHORITATIVE INTERPRETATION OF THE LAW; ONLY THE COURTS CAN DO THAT. NOR DOES IT COVER EVERY CASE. IF YOU ARE IN DOUBT ABOUT YOUR LEGAL RIGHTS OR RESPONSIBILITIES, YOU SHOULD SEEK INFORMATION FROM AN ADVICE CENTRE OR CONSULT A SOLICITOR.

WHO SHOULD READ THIS BOOKLET

This booklet tells you about landlords' and tenants' responsibilities for repairs under **private tenancies of residential property. It does not apply to Housing Executive tenants or tenants of registered housing associations.**

Through most of this booklet the terms 'landlord' and 'tenant' are used, but in some cases the arrangement between the parties will not be a tenancy but a licence. Where there are differences in the law between tenancies and licences, these are explained. If you are not sure whether you have a tenancy or a licence, it may be helpful to look at the Department for Social Development (DSD) booklet *'Private Tenancies - A Guide for Private Landlords and Tenants in Northern Ireland'*.

This booklet does not cover all aspects of repair; many matters are subject to tenancy agreements and common law interpretation.

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1. RESPONSIBILITY FOR REPAIRS

What repairs are landlord and tenant responsible for?

In all cases, a landlord and tenant can agree whatever division of responsibility for repairs and maintenance they wish, with the exception of gas and electrical appliances and furniture safety (see below). However, where a tenancy commenced after 1 April 2007 and where the statement of tenancy terms does not provide a clear division of responsibility for repairs, the law imposes what are known as 'default terms'. In other words, where an agreement either does not refer to repairing responsibilities, or does not describe these in sufficient detail, the following applies:

Landlord repairing responsibilities

- the structure and exterior of the property, including exterior paintwork, drains, gutters and external pipes
- the interior of the property other than matters covered under tenant responsibilities (see below)
- any installations for the supply and use of water, gas, electricity and sanitation (including baths, sinks, wash-hand basins and toilets)
- any appliances provided by the landlord under the tenancy for making use of the supply of water, gas or electricity
- any installations for space heating and water heating
- any fixtures, fittings and furnishings provided by the landlord under the terms of the tenancy

- keeping in good repair any common areas or areas required for access
- keeping any area required for access adequately lit and safe to use

Tenant repairing responsibilities

- generally taking proper care of the property as a good tenant
- making good any damage to the property caused by the behaviour or negligence of the tenant, members of his/her household or any other person lawfully visiting or living in the property
- keeping the interior of the property in reasonable decorative order
- not carrying out alterations to the property without the landlord's permission

Responsibility for other repairs depends on what the landlord and tenant agree themselves.

Safety of gas appliances

The landlord is required by law (*Gas Safety (Installation and Use) Regulations (Northern Ireland) 2004*) to ensure that all gas appliances are kept in good order and that an annual safety check is carried out by a tradesman who is registered with CORGI (Council for Registered Gas Installers). The landlord must keep a record of the safety checks and provide a copy to any new tenant prior to occupation, and to each existing tenant within 28 days of each annual check. A landlord is not responsible for maintaining gas appliances which the tenant will take with them at the end of

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the letting. For further information contact the Health and Safety Executive at 83 Ladas Drive, Belfast BT6 9FR, telephone: 028 9024 3249, textphone: 028 9054 6896, email: hseni@detini.gov.uk or call the Freephone Helpline on 0800 0320121.

Electrical safety

The landlord should make sure that the electrical installation (fixed wiring, etc) is safe to use. If the landlord provides any electrical appliances as part of the tenancy (for example, cookers, kettles, toasters, washing machines, immersion heaters, etc) the *Electrical Equipment (Safety) Regulations 1994* requires the landlord to ensure the appliances are safe when first supplied. Each time the property is re-let, it will be classed as supplying to that tenant for the first time.

The landlord therefore needs to maintain the electrical equipment supplied, and must take reasonably practicable precautions to ensure the appliances are safe. A combination of formal visual inspection combined with inspection and testing should help achieve this. Further guidance on how this could be done is contained in the leaflet '*Maintaining Portable Electrical Equipment in Hotels and Tourist Accommodation*' available free of charge from the Health & Safety Executive whose address is listed above. Though the advice in the leaflet is aimed at hotels, the maintenance procedures suggested in it are likely to suit many rented properties.

Fire safety of furniture and furnishings

The landlord must ensure that any furniture and furnishings he or she supplies meets the fire resistance requirements in the *Furniture and Furnishings (Fire) (Safety) Regulations 1988*, unless they are letting on a temporary basis while, for example, working away from home. If you are not sure whether the regulations apply to you, seek advice from the environmental health department of your district council. The regulations set levels of fire resistance for domestic upholstered furniture. All new and second-hand furniture provided in accommodation that is let for the first time, or replacement furniture in existing let accommodation, must meet the fire resistance requirements unless it was made before 1950. Most furniture will have a manufacturer's label on it saying if it meets the requirements. Further guidance is contained in the booklet '*A Guide to the Furniture and Furnishings (Fire) (Safety) Regulations*'. This is available, free of charge, from DTI Publications Order Line, Admail 528, London SW1W 8YT, telephone 0870 1502 500.

What about other repairs covered by the tenancy agreement?

Responsibility for other repairs depends very much on the terms of the agreement between the landlord and the tenant. If a landlord, in doing repairs which it is their responsibility to do, spoils the internal decoration, they must make good the damage. If a tenant's agreement does not specify who is responsible for particular repairs, they should get advice.

1. RESPONSIBILITY FOR REPAIRS

What are the tenants' responsibilities?

Under the basic landlord and tenant law, a tenant must use the property in a responsible way. The tenant should maintain the property and keep it in good order and condition. For example, they should turn off the water if there is a risk of burst pipes when they are going away and unblock the sink when it is clogged up by waste. They should not damage the property and should make sure that their family and guests do not do so. If they do, they may be responsible for the damage.

Apart from their duty to take care of the property, the tenant generally only has to do repairs if the terms of their tenancy agreement say that they must. They cannot, under the terms of the tenancy agreement, be made to do repairs for which the landlord is responsible by law.

What happens if there is no written tenancy agreement?

A verbal agreement is legally binding if the tenancy has been agreed for one year or less. Any verbal agreement regarding repairing obligations is legally binding just like a written agreement, and the same provisions will apply. However from 1 April 2007, any new tenancy created must have the terms of the tenancy provided in a written statement provided to the tenant within 28 days of the start of the tenancy.

What rights do licensees have in relation to repairs?

The landlord of a license is referred to as a licensor. Licensors do not have the same obligations as landlords to keep a property in good repair. However, district councils require property to meet certain standards in the interests of public health and safety. If your property does not meet these standards, they can order your licensor to carry out work or repairs to make sure that it does. The environmental health department of your district council will be able to give you further information.

If the tenant is responsible for getting the repairs done, does this give them greater rights to stay on in the property?

No. The tenant's security of tenure depends on the length of time the tenancy was originally agreed for, not on their repairing obligations.

2. GETTING REPAIRS DONE

The tenancy agreement should set out the rights and responsibilities of landlord and tenant and should also provide instructions in the event of repairs being needed. If the landlord fails to get repairs done after being told about them the tenant can:

- contact the district council in cases where they have powers to take action (see below). The district council may be able to make the landlord do the repairs, or if necessary can carry out the work and charge the landlord.
- consider taking private legal action. A tenant can sue the landlord in court for breach of contract: the court can award damages, and order repairs to be done. Get advice before taking court action.

What if my landlord refuses to carry out a repair?

In many cases your district council may have the power to enforce repairs. There are different procedures depending on the law.

- 1** Is the repair covered by public health legislation? (*see 1 below*)
- 2** Is the repair covered by unfitness legislation? (*see 2 below*)
- 3** Is the repair covered by serious disrepair legislation? (*see 3 below*)
- 4** Is the repair covered by other legislation? (*see 4 below*)

1 Public health repairs

Under the Public Health (Ireland) Act 1878, district councils can take enforcement action if the disrepair of a dwelling is causing a public health nuisance. A public health nuisance is anything which if not repaired could damage someone's health. Examples of this could be a leaking roof or serious dampness. However the law does not cover potential hazards, such as defective electrical wiring or defective ceilings.

The district council can serve a public health notice on the person who receives the rent for the dwelling, so even if the owner of the property is not known or lives outside Northern Ireland, action can still be taken. If the tenant is responsible for these repairs under the terms of the tenancy agreement, the council will still serve the notice on the landlord or his agent. However the tenant could be pursued by the landlord or agent for the costs involved.

The notice will specify a fixed number of days within which the work required must be completed. If this is not done, the council can take a case to the county court which has the power to impose fines on the person named in the notice.

2 Notice of unfitness

Under the Private Tenancies (NI) Order 2006, district councils have powers to require the owner of a private tenancy to make the property fit for human habitation.

2. GETTING REPAIRS DONE

The owner in this case is defined as the person who is entitled to receive the rent, which will include the landlord's agent. In order to meet the fitness standard a dwelling must:

- 1 be structurally stable
- 2 be free from serious disrepair
- 3 be free from dampness prejudicial to the health of the occupants (if any)
- 4 have adequate provision for lighting, heating and ventilation
- 5 have an adequate piped supply of wholesome water
- 6 have satisfactory facilities in the house for the preparation and cooking of food, including a sink with a satisfactory supply of hot and cold water
- 7 have a suitably located toilet for the exclusive use of the occupants (if any)
- 8 have a suitably located fixed bath or shower and wash-hand basin, for the exclusive use of the occupants, each of which is provided with a satisfactory supply of hot and cold water
- 9 have an effective system for the draining of foul, waste and surface water.

If a tenant considers that their tenancy does not meet this standard they should contact their district council's environmental health department.

3 Notice of disrepair

Even if a property meets the fitness standard, district councils have the power to issue a notice of disrepair in either of the following situations:

- substantial repairs are needed to bring the dwelling up to a reasonable standard; or
- its condition is having a negative impact on the personal comfort of the tenant.

This also applies to flats if the condition of a part of the building in which the flat is located (for example the communal areas) is in serious disrepair, even if the flat itself is not in poor condition.

4 Other legislation

As described in Section 1, legislation in relation to gas, electricity and furniture safety requires the landlord to maintain appliances and installations in a safe condition. The district council has enforcement powers in relation to these matters.

Other relevant issues

Does the landlord have the right of entry?

A tenant must allow the landlord and anyone authorised by him to have reasonable access to the property to inspect the state of repair and carry out repairs which the landlord is under an obligation to do.

This right can only be exercised at reasonable times. The landlord or agent must also give the tenant reasonable notice of this. If a landlord enters the accommodation at unreasonable times or without notice it can be seen as harassment (see the Department's booklet - *'Protection Against Harassment and Illegal Eviction - A Guide for Private Landlords and Tenants in Northern Ireland'*).

2. GETTING REPAIRS DONE

If the tenant will not allow the landlord or agent to have access, the landlord must apply to the court for an order to enter and carry out the works. An order can be made subject to conditions about the time at which the work is carried out and about alternative accommodation arrangements for the tenant.

Can a landlord make a tenant give up their tenancy to carry out repairs or improvements?

Protected and statutory tenancies

Except in special circumstances, such as compulsory purchase for redevelopment, a protected or statutory tenant can only be made to leave their home if the landlord obtains a court order on one of a number of specified grounds (see the Department's booklet *'Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland'*).

A protected or statutory tenant can agree to leave their home temporarily while work is carried out. But if they do so, they should make sure that the agreement between them and the landlord sets out clearly in writing the basis on which they are leaving the property and their right to return. It should also include details of the alternative accommodation provided. Any protected tenant who is asked to move out of their accommodation temporarily by their landlord should get advice from an advice centre or a solicitor.

Other tenants

Other tenants cannot be forced to leave their tenancy during the term of the tenancy agreement without a court order. If a tenancy is for a fixed term, the landlord will have to undertake repairs either at the end of the fixed term or while the tenant is still living in the property. If the repairs are extensive, the landlord may need to ask the tenant to leave. In this case the tenant may be able to seek compensation for disruption. The tenant may be able to claim for compensation for the period depending on the extent of the repairs. If a tenancy is periodic, for example month to month, the landlord can end the tenancy by serving 4 weeks notice to quit in writing. At the end of this time, the tenant should leave the property. If the tenant refuses to leave, the landlord will have to obtain a court order and have this enforced through the Enforcement of Judgements Office in order to force the tenant to leave. Any tenant thinking about staying in their accommodation after a notice to quit has expired should seek advice before embarking on this course of action.

If the landlord is successful in obtaining a court order in these circumstances, the tenant may be forced to pay legal and court costs.

If the landlord tries to force the tenant to leave by any means other than a court order it could be seen as an illegal eviction (see the Department's booklet – *'Protection Against Harassment and Illegal Eviction – A Guide for Private Landlords and Tenants in Northern Ireland'*).

2. GETTING REPAIRS DONE

Does the tenant have any rights to do work on the property?

If a tenant has a right to carry out work to the tenancy this should be clearly specified in the tenancy agreement. If the statement of tenancy terms provided to a tenant under a tenancy which began after 1 April 2007 does not refer to this issue, the Private Tenancies Order provides the tenant with the right to carry out alterations, provided they first obtain the landlord's consent. However the landlord cannot withhold this consent unreasonably.

If the tenant does not comply with the terms of their tenancy, they could be breaking their agreement, and the landlord might be able to regain possession.

How does a tenant get the landlord to do repairs if the landlord's name and/or address are unknown?

All private tenants are entitled by law to a rent book which must include the landlord's name and address. If the landlord employs an agent, the agent's name and address must also be supplied. Failure to provide a rent book is an offence which can be prosecuted by the district council. The district council can also require the agent to provide details of the landlord. On conviction, fines of up to £2,500 can be imposed by the courts.

If the landlord is failing to carry out repairs, can the tenant withhold rent to pay for repairs?

If a tenant does not pay their rent, the landlord can take them to court for arrears, and they may seek possession on the grounds of non-payment of rent. In some circumstances the tenant could do the works and take the cost out of the rental payments. However, the procedure for this is complex and must be strictly adhered to or the tenant could be evicted for non-payment of rent. So any tenant considering this should *always* get advice first from a solicitor or from one of the advice agencies listed in Section 5.

3. SPECIAL PROBLEMS IN BLOCKS OF FLATS

A tenant of a flat which forms part of a larger building, such as a block of flats, can get the landlord to carry out repairs if the condition of part of the building outside the flat is interfering with the tenant's enjoyment of their tenancy or of any common parts they are entitled to use.

For example, if the entrance to the tenant's flat is through a pathway which is in a state of disrepair, the owner of the building has a responsibility to repair it.

Repairs that are not done properly

If the repair is not done properly, what can the tenant do about it?

Take the matter up with the landlord or their agent. If the negotiations with the landlord or their agent are unsuccessful, the tenant should get advice from an advice centre or solicitor.

What can I do if my flat is damaged because another tenant in the block has not maintained their flat properly?

Under the terms of the tenancy, the landlord may have a responsibility to stop the damage continuing or to ensure that the other tenant complies with their obligations. Compensation may be sought for any damage that has been caused to the flat or any belongings in it. If you are not able to obtain this you may need to consider court action. You should get advice from an advice centre or solicitor.

My flat is fine but the staircase I use to reach it is rickety. What can I do?

If the landlord refuses to repair it, ask your district council if they will consider serving a notice of disrepair. Such notices can be served if the common parts of a building are in very poor condition or in such disrepair that they materially affect your personal comfort. If your landlord is liable, you could also take a private legal action to make your landlord carry out the work and to seek financial compensation.

4. OTHER ISSUES

Are there any special rules for repairs to houses in multiple occupation?

District councils have powers to require landlords to bring houses in multiple occupation up to a standard which is fit for the number of people living in the property. They may require the landlord to provide extra sanitary fittings, heating installations, facilities for storing, preparing or cooking food, or to make the property comply with fire safety regulations. Grants may be available to the landlord to enable them to do the necessary work.

If the landlord does repairs and improvements, do they have the right to put the rent up immediately?

Whether they can do this will depend on the type of tenancy, the nature of the repairs and improvements and the terms of the tenancy agreement.

If the tenant has a **protected or statutory tenancy**, and the repairs and improvements change the condition of the property, the tenant or the landlord may apply to the Rent Officer for Northern Ireland to assess a new rent (see the Department's booklet – '*Protected and Statutory Tenancies – A Guide for Private Landlords and Tenants in Northern Ireland*').

In other cases, it will depend on the terms of the tenancy agreement.

5. FURTHER INFORMATION AND ADVICE

Rent Officer for Northern Ireland
James House
Cromac Avenue
Belfast BT7 2JA
Tel: (028) 9081 9509
Email info@rentofficer-ni.gov.uk
Website: www.rentofficer-ni.gov.uk

will be able to advise on:

- whether or not a rent is registered
- the procedure for registration
- rent determinations
- rent assessment committees

Housing Executive
(see telephone directory under
"Northern Ireland Housing Executive")

District Offices

will be able to advise on the payment of housing benefit

Grants Offices

will be able to advise on the availability of Grants or on standards for Houses in Multiple Occupation

**Valuation and Lands Agency
Local Office**
(see telephone directory under
"Government – Department of
Finance and Personnel")
Website: www.vla.nics.gov.uk

check website for details of net annual value

**District Council Environmental
Health Department**
(see telephone directory under
the name of the council)

- will be able to advise on whether a certificate of fitness, notice of refusal, notice of unfitness or notice of disrepair has been issued
- will advise on the procedure for issuing a public health notice
- will provide advice in a case of illegal eviction or harassment
- is responsible for enforcing the rent book and tenancy terms regulations

5. FURTHER INFORMATION AND ADVICE

Housing Rights Service
Middleton Buildings
10 - 12 High Street
Belfast BT1 2BA
Tel: (028) 9024 5640

is a voluntary organisation which provides free independent advice and representation on all housing matters including rent assessment committee hearings

Local Citizens Advice Bureau
(see telephone directory under
“Citizens Advice Bureaux”

telephone for details of your nearest Citizens Advice Bureau providing advice and information

or telephone (028) 9023 1120

Advice NI
Tel (028) 9064 5919

telephone for details of your nearest local independent advice centre providing advice and information

6. OTHER BOOKLETS ON LANDLORD AND TENANT LEGISLATION

The following booklets are available, free of charge, from advice agencies and libraries.

They can also be downloaded from the DSD website www.dsdni.gov.uk and the Rent Officer's website, www.rentofficer-ni.gov.uk

- *Protection Against Harassment and Illegal Eviction - A Guide for Private Landlords and Tenants in Northern Ireland*
- *Private Tenancies - A Guide for Private Landlords and Tenants in Northern Ireland*
- *Protected and Statutory Tenancies - A Guide for Private Landlords and Tenants in Northern Ireland*

7. NOTES

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This document is available at:

www.rentofficer-ni.gov.uk
or www.dsdni.gov.uk

Alternative Formats

If this document is not in a format that suits your needs please contact us and we can discuss alternative arrangements that may better suit your specific requirements.

Email: housing.policy@dsdni.gov.uk

Telephone: (028) 9081 9510



Department for
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