

PRIVATE RENTERS: KNOW YOUR RIGHTS

Repairs – Getting them done

Applies to: England
June 2026

This factsheet explains:

- Your landlord's responsibilities – and yours as the tenant
- What to do if something needs repairing
- What to do if your landlord doesn't make repairs
- Asking for improvements
- Being asked to move out

Please note, this factsheet only applies to tenancies, not licence agreements.

Your landlord is always responsible for repairs to:

- The property's **structure and exterior** – i.e. the outside walls, floors, windows, and roof
- Bathroom and other **sanitary fittings** including pipes and drains, heating and hot water
- **Gas appliances.** Gas equipment must be safely installed, maintained and inspected every year by a Gas Safe-registered engineer. The landlord must give you a copy of the gas safety check record before you move in, and within 28 days of subsequent checks
- **Electrical wiring.** The landlord must make sure the electrical system is safe, for example sockets and light fittings and all appliances they supply, for example the cooker and fridge. Your landlord should arrange an electrical safety inspection every five years.
- **Fire safety.** Your landlord must follow safety regulations and provide a smoke alarm on each storey and a carbon monoxide alarm in any room with a solid fuel burning appliance (such as a wood burning stove). Check you always have access to escape routes and make sure the furniture and furnishings the landlord supplies are fire safe.
- Any **damage they cause** by attempting repairs. The landlord must redecorate if needed after the problem is fixed. Your landlord is usually responsible for repairing common areas, for example staircases in blocks of flats. Check your tenancy agreement if you're unsure.
- The landlord may also be unable to act immediately if they need permission from the owner of the building or the council but cannot get it, but that will not stop them having obligations to you.

You are responsible for:

- Fixing appliances or furniture you own
- Damage caused by you, your family or guests
- Minor maintenance such as replacing light bulbs and smoke alarm batteries, plus any minor repairs set out in your tenancy agreement

- Taking reasonable care to keep drains, pipes and toilets free of blockages

You are not responsible for general wear and tear in your home, such as a worn-down carpet, loose door handles and peeling paint. If you leave your tenancy without fixing any damage you're responsible for, your landlord could deduct money from your deposit or take legal action against you to cover the cost.

If your property needs repairs:

Contact your landlord. Keep in writing (email or text) if possible as this will help if your landlord doesn't respond, or you need to ask the council for help or take your landlord to court. Do this straight away for faults that could damage health, for example faulty electrical wiring. You should carry on paying rent while you're waiting. Ask the landlord to provide a timescale in which they will make the repairs and tell them you will follow up if it is not done within a reasonable timeframe (14 days unless there is immediate danger).

No response after a reasonable timescale? Send the landlord another email/text which sets out the problem when you reported this to them previously; if this has had an impact on your physical or mental health; and another reasonable timescale to respond. Consider copying in the environmental health department at your local council.

Getting the council involved. If the problem remains after your reasonable time period has ended, then ask your council to inspect your home. They'll do a Housing Health and Safety Rating System (HHSRS) assessment and if they find evidence that the property is dangerous, they should serve the landlord with a **formal improvement notice**. This **requires** the landlord to carry out repairs. They could also issue a fine of up to £7000 for each serious (category 1) hazard found. Be aware that councils are extremely understaffed and may not be able to help you.

Depending on how many people live in the property and where it is, your landlord may need to be licensed. If they are, your council might be able to act more quickly. Your local council should have a public register of licensed homes to check, please let us know if yours does not.

Taking legal action. You can take a negligent landlord to court under the **Homes (Fitness for Human Habitation) Act 2018** or section 11 of the Landlord and Tenant Act 1985. The council's evidence from their inspection may be useful if it comes to this, but this is also an option if the council is unresponsive to your requests. You can take legal action at any time, **as long as you reported the problem during your tenancy.**

Find out more here:

<https://www.gov.uk/government/publications/homes-fitness-for-human-habitation-act-2018/guide-for-tenants-homes-fitness-for-human-habitation-act-2018>

Find a list of expert advice organisations to contact here:

www.generationrent.org/find_expert_advice

How to ask for an improvement:

- Put your request in writing and keep it polite and friendly.
- Explain how it will help if it's related to a disability or health and safety problem.
- Ask for permission if you want to make an improvement yourself, including decorating.
- Be prepared to negotiate with the landlord if the improvement is not urgent as they may ask for a higher rent.
- Make sure any agreements are made in writing, covering what has been agreed, who is paying for what, the schedule of works, and any agreement about rent.

If your landlord asks you to leave: Your landlord can no longer serve you a Section 21 eviction notice if you ask for a repair or improvement. They may ask you to move out in order to do major repair work in your home. Here they must follow the correct eviction process and give you notice.

If your home has been damaged by fire or flood, your landlord's insurance could cover this and allow them to repair it.

If your landlord asks you to move out for a short time, make sure you have somewhere to stay before you agree to it. You should also ask your landlord to confirm in writing:

- how long you will have to move out for,
- how much rent you need to pay, if any,
- your right to return after the work is complete and any compensation or costs (such as moving costs, storage or for a hotel) they are willing to pay.
- Your landlord might have insurance that covers this.

Shelter has more on this here

https://england.shelter.org.uk/housing_advice/repairs/moving_out_during_repairs

Find your local council here:

<https://www.gov.uk/find-local-council>

Read more about HHSRS:

<https://www.gov.uk/government/publications/housing-health-and-safety-rating-system-hhsrs-tenant-guide>