



eBOOK – Landlord obligations



Landlord Obligations

When a Landlord rents out a property they have certain obligations under both the Housing Act and the Landlord and Tenant Act. When you act as a Property Management Agent for the Landlord you take on these obligations on their behalf.

There are additional laws that exist to ensure Landlords maintain safe properties that are habitable, which we have covered in a separate film.

This is a good overview of the Landlord's obligations.

1. **Maintain the structure and exterior of the property.**
2. **Carry out most repairs on items provided with the property.** If the Landlord has provided an item, then they are obliged to repair it. The Landlord has a reasonable time to carry out repairs, once he has notice of them. Repair obligations have to conform with the Homes (Fitness for Habitation) Act and the Housing Health and Safety rating system. We cover these in separate lessons.
3. **Fit smoke alarms** on every floor and **carbon monoxide alarms** in rooms with appliances using solid fuels – such as coal and wood. The Landlord must make sure they are working at the start of the tenancy. If they are not there, the tenant can ask the Landlord to install them. Landlords in England are required to provide smoke alarms on every floor of their property and a carbon monoxide alarm in every room with a solid fuel source.
4. **Deal with any problems** with the water, electricity and gas supply.
5. **Maintain any appliances** and furniture they have supplied.
6. **Keep the property safe and habitable.** There are laws that exist to make this a legal obligation and if you don't follow this, then the Landlord can face fines or imprisonment.
 - **Arrange an annual** gas safety check by a Gas Safe engineer (where there are any gas appliances).
 - Respond to emergency repairs such dangerous hazards, no heating or hot water, promptly.



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- Ensure electrics are safe to use and no risk to the tenant. There is no formal check for electrics yet, but Landlords and agents have H&S general obligations.
- 7. **Give tenants at least 24 hours notice of visits** for things like repairs. The Landlord cannot walk in whenever they like. This is because the Housing Act gives **exclusive possession to the tenant**. If the Landlord enters without the permission of the tenant, he/she is in breach of the agreement.
- 8. Landlords must let tenants live in the property without unnecessary interference. This is called **quiet enjoyment**. A Landlord cannot enter their rental property without the tenant's permission.
- 9. *There is also however **The Right of Reasonable Access** meaning in an emergency, the Landlord is entitled to immediately enter the property to carry out any necessary work. This will be very rare, and must represent a threat to safety, such as a fire in the property or the smell of gas for example.*
- 10. **Get a licence for the property** if it is a property which requires a licence, such as an HMO or a property in a selective licensing area
- 11. **Ensure the property** is at a minimum of EPC energy efficiency band E (unless a valid exemption applies or the property is Listed.)
- 12. **Insure the building** to cover the costs of any damage from flood or fire
- 13. **How to Rent Guide** – Landlords / agents must provide the most up to date copy of [How to rent: the checklist for renting in England](#) prior to the tenant moving in. If they haven't, they will not be able to serve a valid Section 21 notice in England.
- 14. **Legionnaire's Disease** – Landlords are required to perform a risk assessment for Legionnaire's Disease. If they don't do this they could be issued with a fine. However, the amount of risk assessment required depends on the type of property
- 15. **Surrender or Court order**. Landlords must not harass tenants and they cannot get a tenant out of a property unless they have a court order, or are confident that the tenant has "surrendered" the tenancy. This means the tenant has willingly handed keys over, or confirmed where the keys are and the Landlord or agent are confident the tenant has left. Grey areas are where it is hard to prove surrender – eg when the tenant has abandoned the property and it is not clear they have "surrendered". We cover this in more detail later in the course.
- 16. **Rent increases**. Landlords must follow the law in relation to increasing rent in an AST. Section 13 is a notice that can be used to serve a rent increase. However Landlords cannot increase rent in the



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first 12 months, or more than once every 12 months, unless agreed with the tenant.

17. **Illegal Eviction.** If a landlord tries to force a tenant to leave without following the correct procedure.
18. **Section 47 and 48 in the Landlord and Tenant Act.** Landlords must tell the tenant when and how the rent should be paid. If the tenant pays the rent weekly, the landlord must provide a rent book.
19. *In the Last 28 days of a standard Assured Shorthold Tenancy agreement, once the tenant has given notice that they want to leave, the Landlord or agent can conduct viewings and show the property to prospective new tenants.*
20. **Harassment** is defined in the Protection from Eviction Act 1977 as: acts likely to interfere with the peace and comfort of those living in the property, or persistent withdrawal of services that are reasonably required for the occupation of the premises.
21. **Common areas** – If you own a block of flats, you will usually be responsible for repairing common areas, like staircases. Councils can ask Landlords to fix problems in common areas, or to repair a tenant's flat that's been damaged by another tenant.

You now need to look at the Tenants obligations in the next lesson.

Action Point

If you haven't read your AST – have a look at the Landlord's obligations.

Make notes so that you are confident of the key obligations and can advise your Landlords.

Laws that you may want to read up on in more detail are all covered in this module.

Protection from Eviction, Housing Health and Safety Rating System, Homes Fitness for Habitation Act, Smoke and Carbon Monoxide Regulations, Legionnaire's Regulations.



eBOOK – Landlord repair obligations overview

The Landlord and Tenant Act 1985 sets out the rights and responsibilities of both Landlord and tenant for Assured Shorthold Tenancies under 7 years.

The act states that the Landlord must:

1. **Maintain the structure** and exterior of the property and **Carry out most repairson items provided with the property.**
2. to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes)
3. (b)to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
1. (c)to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water. *Section 11, Landlord and Tenant Act, 1985)*

The main obligation for you as property manager is to make sure any repairs are dealt with promptly in and accordance with the tenancy agreement so that the landlord fulfils his legal obligations.

Many complaints in the lettings industry stem from maintenance and repairs so you should be confident in the Landlord's obligations.

- A Landlord is not normally liable until he has been informed of the repair.
- Repairs have to be carried out in accordance with is the age, character, and prospective life of the property and its location – for example more care is needed if the property is in a conservation area.
- The landlord has a “reasonable” time to carry out repairs once he has been informed.
- The tenant must allow the landlord or agent to enter the property to view the state and condition of the premises.
- 24 hours notice in writing must be given to the occupier. as long as the inspection are at reasonable times.
- A landlord cannot contract out of the obligation so a Landlord who agrees a lower monthly rent can't do so in return for the tenant being responsible for all repairs.



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- This is because the repair obligations are the landlords by law under the Housing Act 1988 and the Landlord and tenant act 1985.
- Repair obligations have to conform with the Housing, Home Fitness for Habitation Act and the Housing Health and Safety rating system.
- **If repairs are not done or done poorly**, tenants can start a claim in the small claims court for repairs under £5,000. In some circumstances, carry out the repairs themselves and deduct the cost from their rent. Remember the landlord is not responsible for any breakage by the tenant, such as a broken window or blocked toilet as that is the tenant's responsibility.

If landlords or agents don't carry out repairs to remove hazards, tenants can ask the council to inspect the property under the Housing Health and Safety Rating System (HHSRS) .

If the council finds serious hazards, it has the powers to face the landlord to get the work done or can arrange for the repairs to be carried out and costs passed to the Landlord.

If the repairs are very disruptive, your tenants may be able to claim a reduction on their rent known as a 'rent abatement'. This will depend on how much of the property is unusable.

You can ask tenants to move out during major repairs. Before this happens, you should agree in writing:

- how long the works will last
- the tenant's right to return
- details of any alternative accommodation

You cannot repossess a property to do repairs. However, if you're planning substantial works, or want to redevelop the property, you can apply to the courts for an order for your tenants to leave. The courts are more likely to grant this if you provide alternative accommodation.