



ULTIMATE HOUSING DISREPAIR GUIDE

CONTENTS

03

A note from our director

04

What is housing disrepair?

05

Case study: Tracey

06

Who is responsible for housing disrepair?

08

Case study: Paul

09

My landlord won't make repairs

11

What are you eligible to claim for?

12

Case study: Barbara

13

Housing Disrepair FAQs

A man and a woman are smiling and standing in front of a brick wall. The man is on the left, wearing a dark blue suit jacket over a light blue shirt. The woman is on the right, wearing a light blue turtleneck. The text 'A NOTE FROM OUR DIRECTOR' is overlaid on the left side of the image in white, bold, sans-serif font. A small blue horizontal bar is located below the text.

A NOTE FROM OUR DIRECTOR

All families have the right to a safe and comfortable home. Unfortunately, for many people renting in England, this isn't the reality. According to Shelter, over 1 million properties - about 2.5 to 3 million people, including children - have serious hazards. If you are one of those affected, you can, and should, take action. Remember, it is your landlord's responsibility to ensure your home is 'fit for human habitation', which means it is safe, healthy and free from damp, mould, leaks and infestations.

If you're living in a rented property with disrepair you may be entitled to a claim. This means your landlord would be legally obliged to carry out all the necessary repairs, and you might even be entitled to compensation.

At CEL, our vision is simple. We believe people with passion can change the world. Our team genuinely care about ensuring everyone lives in a safe, happy home and we work hard with our clients to ensure they get the outcomes they deserve. Our clients always come first - we walk them through the process and ensure they are kept well informed at every stage of their claim.

We have supported thousands of families; helping turn their houses back into homes again by ordering high standard repair works and achieving thousands of pounds in compensation. We believe in 'people before profits' which is why we also operate on a no win, no fee basis with a price-match guarantee against our competitors - meaning more money for you.

Find out more about what to do if you're living with housing disrepair and how we can help you make your house a home again.

Jessica Hampson, Founder and Director

WHAT IS HOUSING DISREPAIR?

Housing disrepair means a property that is in need of repair in order for it to be safe and suitable for tenants to live in. Housing disrepair responsibility falls to the landlord whether you're a social or private tenant.

A landlord is legally responsible for the structure, exterior, and in some places, the interior of properties he or she rents out. Reported problems must be repaired in a reasonable amount of time, and if not, the tenant could claim compensation.

What does housing disrepair entail exactly?

Legally, a landlord is responsible for the below:

- Ensuring your home is in a **good state of repair** structurally
- Ensuring your home is **free from mould and damp** though tenants need to make sure they're doing their part to reduce condensation
- Ensuring your **gutters and drains** are clear and working well
- Ensuring your **heating system** works well and that you have **safe access to electricity** (and/or gas) and water
- Providing **access to working sanitation** e.g. toilets, sinks etc.
- Ensuring your home is **free from vermin** or insect infestation

Remember: landlords are legally obliged to keep the above in good working order so you can live in comfort.



We're here to
HELP



CASE STUDY: TRACEY, PORTSMOUTH

Mother of three, Tracey, from Portsmouth waited over five years for repairs to her property despite shocking amounts of mould and damp, plaster coming off the walls and even an infestation of mice. Tracey, who rented the property from a local housing association, repeatedly asked her landlord for help, but on each occasion was told there was nothing they could do, and that she should wash the mould from the walls and make a number of lifestyle changes.

Tracey said: “The whole property was damp and blackened with mould, we had plaster falling off the walls and even started to get mice. Overall, it was just in an awful condition. When the builders finally came in, they said they couldn’t believe we had had to live like this for so long.

“Living in these conditions, had a huge effect on all of us – there were constant arguments in the family which created a terrible atmosphere at home, and led to me suffering from depression and stress.

“When the housing association continued to take no action, we researched into our options and found out about CEL Solicitors. They were incredible from day one and took on our case on a no-win, no fee basis. They liaised directly with our landlords and kept us constantly updated with the status of our case. We got a settlement after only nine months and were awarded **£3,000 in compensation** - on top of the schedule of works of £6,000, which the landlord was ordered to do immediately. Work is now nearly complete and our house is slowly becoming a liveable property again.

“For anyone in a similar position, please don’t suffer in silence. I only wish we had gone to solicitors earlier to resolve the issue, but we just weren’t aware that this kind of service was available to help us.”

WHO IS RESPONSIBLE?

Is it my responsibility to repair certain issues, or the landlords?

The starting point is to check your tenancy agreement as this will outline your responsibilities. Your landlord is responsible for the repairs we have listed below. This is irrespective of whether you're a private tenant or if you live in social housing.

Landlords are responsible for making repairs to:

- Gas pipes and boilers
- Heating and hot water
- Electrical wiring
- Chimneys and ventilation
- Sinks, baths, toilets, pipes and drains
- Common areas inc. entrance halls and stairways
- Structural and exterior features including walls, bannisters, the roof, doors and windows

Your landlord is also responsible for ensuring your home is safe and free from hazards. If you sign or renew a tenancy from 20 March 2019, your landlord must ensure your home is fit to live in throughout the tenancy.

A guide to what constitutes fit for habitation can be found at:

<https://celsolicitors.co.uk/what-is-the-fitness-for-human-habitation-act>

This includes responsibility for:

- Damp and mould: any damp or mould caused by disrepair or lack of proper maintenance
- Rats, mice and other pests: they must ensure pests stop getting into your home
- Gas safety: yearly safety checks are mandatory for your landlord
- Electrical appliances: all wiring, plug sockets and appliances must be safe to use
- Fire safety: your landlord must install smoke alarms and carbon monoxide alarms where needed

Tenants are responsible for making repairs to:

- Any owned appliances or furniture
- Damage caused by you, your family or your guests
- Minor repairs agreed in your tenancy agreement and any cosmetic damage.





Make your house a
HOME

Your landlord can ask you to pay repair costs for blocked drains, pipes or toilets if it seems that reasonable care wasn't taken to keep them free of blockages.

Check out this handy infographic, the red marks indicate what your landlord is responsible for maintaining.



Points include:

- Faulty heating
- Vegetation growth
- Leaking roof resulting in damp
- Damp and mould due to faulty guttering
- External drainage problems
- Plumbing problems
- Penetrating damp due to rotting windows
- Damaged and worn brickwork
- Unsafe flooring or stairs
- Rising damp
- Vermin

**Have a question? Call
for free initial advice
on 0808 273 0900 or
visit us at
celsolicitors.co.uk**



CASE STUDY: PAUL, LIVERPOOL

Liverpool grandfather Paul was forced to wait more than 12 years for his landlords to fix mould so bad that wallpaper was hanging off the walls. The 59-year-old and his wife told their housing association repeatedly about severe damp and mould, but the issues remained unresolved. Other problems included cracks to plasterwork; leaks from the guttering over the front door; exposed pipes in the kitchen; and holes in floorboards across the stairs and landing.

Although his landlord visited the couple's home several times, they still failed to repair the problem properly, leaving it to escalate further. Paul said: "We'd been reporting the mould and damp for over two years. But each time someone came out, they'd knock a hammer about and say they'd sorted it, but they hadn't and it didn't get any better – I lost count of how many times they visited to try to sort it. The whole place was just generally damp – we'd put the heating on and the windows would steam up because there was so much moisture in the air.

"At one stage, the problem was so bad that the wallpaper was falling off the walls in our bedroom and there was black mould right along the top of the window. The bay window in the living room was similar, with the plaster crumbling and huge mould marks."

"We were getting absolutely nowhere on our own but CEL Solicitors were great – they handled it from start to finish and fought on our behalf to get the work carried out quickly. Our case was settled after seven months and we were awarded in **£4,616 in compensation**.

"I'm fairly confident that, if we hadn't sought legal advice, we would be in the same position now and battling to get the matter resolved, so it's always worth researching what options are out there and how you can get help."

MY LANDLORD WON'T MAKE REPAIRS

If you have reported necessary repairs to your landlord and there has been no action, there are steps you can take:

1. Ensure your landlord is responsible for the repairs

You should always report repairs to your landlord immediately. Under new legislation, landlords are legally bound to ensure your home is fit to live in. However, you are responsible for any damage that you, or your family or guests, cause to the property.

Remember: You cannot withhold your rent because your landlord will not complete repairs. Your landlord can take steps to evict you if you do.

2. Keep records and evidence of correspondence

As soon as you spot disrepair, take photos and communicate them to your landlord. You should always contact your landlord via email, text or letter so that you have a record.

Remember: report any health changes resulting from the disrepair to your GP and keep a log of the complaints made

3. Chase your landlord

Always make sure to contact your landlord again in a polite and friendly manner, to remind them of the problem.

When you write to them, remind them of their responsibility to make the repairs, set out the level of work you would find acceptable and if possible, suggest dates and times for repairs to take place.

Give your landlord a reasonable amount of time to respond to you and chase them if they do not respond. When they do respond, be flexible and allow access.

If your repair is urgent, e.g. a broken boiler or no electricity, then your landlord should respond immediately and have plans in place to fix the issue within 24 hours.

If the repair is relating to a crack in the wall or similar, then reasonable time could be as long as three months.

4. Arrange a repair yourself

If you cannot get your landlord to complete a repair and you think you, or another party could complete the repairs, then you are free to do so. There is no guarantee however, that you will be able to recover the costs of the repair from your landlord if you choose to do so.

CONSIDERING LEGAL ACTION?

Nobody should live in a home that needs repairs. Especially when those repairs cause ill-health or are a danger to you.

Be sure to inform your landlord that you wish to complete the repair yourself, or pay someone else to. You could always ask to deduct the costs of the repair from your rent. You would need to get their agreement in writing.

Remember: Your landlord can charge you to put right any damage or any further repair issues caused by the work.

5. Consider legal action

Nobody should live in a home that needs repairs. Especially when those repairs cause ill-health or are a danger to you.

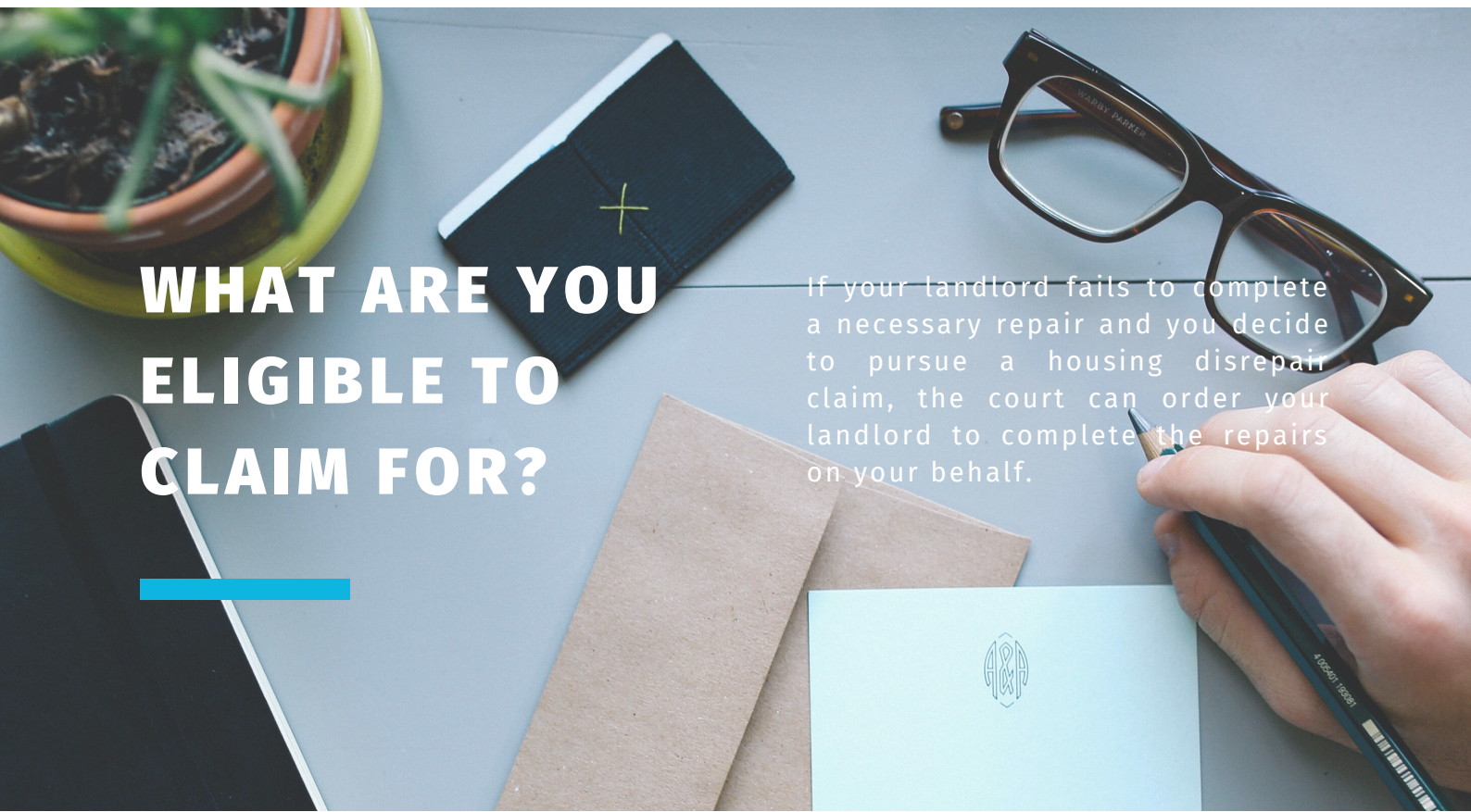
If your landlord refuses to deal with repairs in your home, then you can consider legal action. This should always be a last resort and you will need to prove that you have made efforts to resolve the issue with your landlord.

If you do take legal action, the court can order your landlord to:

- complete the necessary repairs
- pay you compensation based on the severity of the issues and the length of time



**We're experts
IN LAW**



WHAT ARE YOU ELIGIBLE TO CLAIM FOR?

If your landlord fails to complete a necessary repair and you decide to pursue a housing disrepair claim, the court can order your landlord to complete the repairs on your behalf.

In some cases, the court will also order compensation for any of the following:

Damage to belongings

If your belongings have been damaged as a consequence of the disrepair, you will be able to claim the expense of replacing or repairing said items. For example, if you have a leak which affects your carpet, bedding and furniture, you could claim for these. The amount of compensation for damage will be calculated by a solicitor and needs to be supported with receipts and photographs of the damage.

Damage to health

If your health has been adversely affected as a result of the disrepair, you may be able to claim for this. The amount of compensation for this will depend on the extent of physical and/or emotional injury

you have sustained. It may also be possible to recover other costs you have incurred as a result of the poor health, for example, loss of earnings. Please ensure you report any personal injury to your GP.

Inconvenience

If the disrepair has caused you to be unable to live at home as normal, you could be entitled to compensation for this inconvenience.

A photograph of an elderly woman with short, wavy, light brown hair, wearing a light blue shirt. She is looking upwards and to the right, towards a wall that appears to have some water damage or staining. In the foreground, a hand wearing a blue nitrile glove holds a small, rectangular object with green and blue sides. The background is a plain, light-colored wall.

CASE STUDY: BARBARA, MANCHESTER

A council-housing tenant suffered for more than a decade living with leaks and damp in her property before finally having the matter resolved within six months after seeking legal advice from CEL Solicitors.

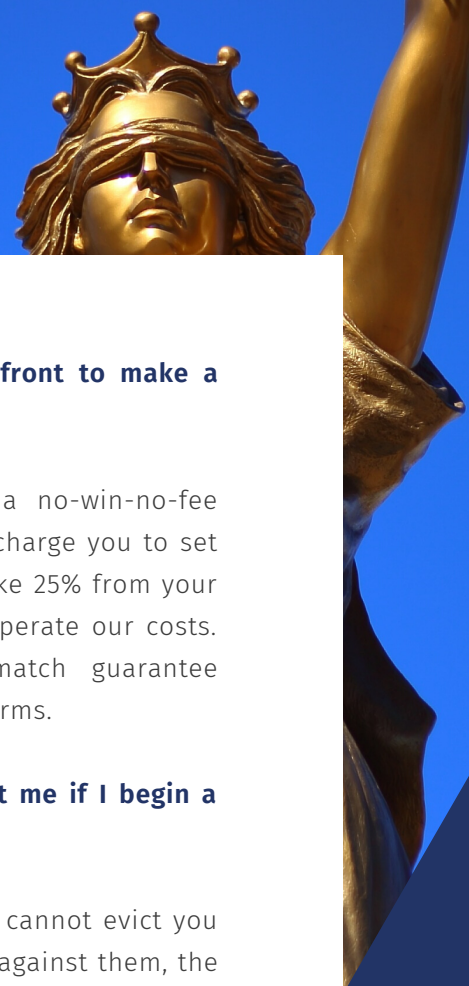
Barbara, from Manchester, suffered with damp and mould to the interior of her property, defective plasterwork, broken lights in communal areas and a defective toilet. After pursuing a claim with CEL Solicitors she received **£6,000 in compensation**, as well as an extensive schedule of works to be carried out to this property.

She said: “CEL treated me with the utmost respect from day one, making me realise that my living conditions were not being adequately supported by the council. After meeting and being interviewed by the team, I knew that I was in good hands.

“Every facet of disrepair was looked at, photographed and recorded, whilst every effort was made to allay my fears of not being listened to by the powers that be. As a result of CEL’s intervention, the affected areas were looked at jointly between the council surveyor and CEL’s own surveyor and work started to find the leak and redecorate.

“Every effort was made to ensure that my flat was receiving the best course of action and every telephone call was backed up by confirmation letters. I was very satisfied with the elevated level of professionalism displayed and would like to extend my extreme gratitude to all the team.”

HOUSING CLAIMS FAQs



How long does the claims process take all in all?

There is no set time that claims take, it depends on your landlord and how responsive they are. Claims can take anything from a few weeks to months.

Our cases average at around 3-6 months for completion.

How much compensation will I receive from my claim?

As a 'people before profits' organisation, we are proud to confirm that over 95% of our clients receive compensation.

The amount of compensation varies depending on the severity of the disrepair and how long it has been in disrepair and when you first reported it. Consideration is also given to extra factors such as personal injury, whether your health has been affected or if you have had to move out of the property due to it being unfit for habitation.

Our previous clients have received compensation from £1,000 to £19,000.

Do I need to pay upfront to make a claim?

No! We operate on a no-win-no-fee basis and we do not charge you to set up a claim. We will take 25% from your compensation to recuperate our costs. We have a price match guarantee against all other law firms.

Can my landlord evict me if I begin a claim?

Legally, your landlord cannot evict you for beginning a claim against them, the only exception is if you are in arrears and do not have a payment plan. Even a payment plan of £1 a month is sufficient. For private renters the law is different and a landlord can serve a Section 21 eviction notice which allows landlords to evict tenants without reasons. There are campaigns to end this and this is something we will assess and advise you on a case by case basis. Even if your Landlord does attempt to evict you, we can still assist you with this.