

## Isle of Wight Council, Housing Renewal Service

# Housing Standards Information for Tenants

The information in this leaflet is designed to help you get necessary repairs carried out at your property, and to point you in the right direction for any help you may need. It gives you guidance on what the law says about safety and repairs, as well as how and when to involve the Isle of Wight Council, but it does not give detailed legal advice.

Please note this information is in relation to assured shorthold tenancy agreements, and not long leaseholder (tenancy of seven or more years). If you have a long leasehold agreement, some of this information may be relevant however you may need to seek independent legal advice and consider your own action to resolve the property problems. If you are unsure, or the problems you have extend beyond the scope of the advice given here we recommend you get independent legal advice or support from other sources.

Before raising problems with your landlord or the Council please visit our advice pages on the website <https://www.iow.gov.uk/housing-and-adult-social-care/housing-services/housing-renewal/safe-and-comfortable-homes/>

### **Your Responsibilities**

You have the right of use of the property, as described in your tenancy agreement, and are entitled to the quiet enjoyment of it while you are living there. In return you are expected to pay the rent and look after the property in a 'tenant-like' manner. This means repairing damage caused by your actions (with the landlord's consent) at your own cost, and reporting matters to the landlord or agent for which you are not responsible. You should check the terms of the tenancy agreement to confirm, in principle, who is responsible for what.

Please note that a landlord is normally responsible for certain items, as described in this leaflet, and this responsibility cannot be passed on to you, even in a contract. You are responsible for your own items and appliances and also for damages caused by these items and appliances to your landlord's property. We recommend that you and your landlord agree an inventory of any issues with the property at the beginning of any tenancy.

### **Landlord Responsibilities**

Generally your landlord is responsible for the provision, state and proper working order of the following (This applies to private landlords, councils and housing associations);

1. The exterior and structural elements of the dwelling (including common areas, and necessary safety features such as stair guarding), and;
2. The installations within and associated with the dwelling for;
  - The supply and use of water, gas and electricity (pipes, wiring, sockets/switches, lights, taps, smoke and carbon monoxide alarms, etc)
  - Personal hygiene, sanitation and drainage (wash basins, toilets, baths, showers, connecting drain pipes internal and external, inspection covers, guttering, etc)
  - Food safety (kitchen facilities to allow the safe storage, preparation, cooking, and washing up for food, etc)
  - Ventilation (windows, mechanical and non-mechanical vents, etc)
  - Space heating (suitable thermal insulation to the property, controllable and suitable heaters/heating to the living areas, etc)

- Heating water (boilers, hot water tanks, flues/chimney, etc)

### **As a tenant, how do I get repairs carried out?**

Landlords cannot do any repairs unless they know what the problem is, so the first step is that you **must** tell them. Communications with your landlord or agent should preferably be in writing, but you could easily talk to them in the first instance to make them aware of the problems. Always keep a copy of your conversations and any letters and record any replies.

Not all landlords arrange for the work themselves, some employ a managing agent (often a local estate agent) to act for them. It may be the agent that you have contact with, in which case they are the first people you should speak to. As a tenant, you should inform the person you pay the rent to, as housing law typically makes these people responsible for arranging the appropriate remedial works.

To help you there is a sample log sheet forming a part of this leaflet for recording dates and content of any discussions with your landlord or agent. Also included is a draft letter you could use to write to your landlord or agent informing them of the problems you are experiencing. It is a good idea to give a date by which you require a reply, but please remember to be reasonable and proportionate.

Provided they have been informed, landlords usually do arrange for repairs to be done, but may wish to investigate matters to ensure they are responsible and to gain quotations for carrying out the works if they are substantial. You may also be able to take your own private legal action against your landlord, but we recommend that you seek legal advice before doing so.

Your landlord must carry out repairs within a reasonable period of time. Timescales depend on how serious and complex the problem is. Low cost, urgent and simple repairs may just take days (e.g. changing a broken smoke alarm), some matters may go into weeks (e.g. issues that need special access, numerous quotes, specialist or multiple trades people, etc), whereas more complex or very low risk items could extend into months so long as they are not causing imminent risk of harm (e.g. structural movement, problems of unknown cause, cosmetic issues, items requiring different funding sources, etc)

### **I have informed the landlord but nothing has been done.**

If you have informed your landlord or agent in writing that of the problems that you believe to be their responsibility, and you have not received a satisfactory reply, we advise you to take further action. An unsatisfactory response can mean either no response, a negative response, or a positive response but no resulting action.

In such circumstances the council may be able to offer advice via the Housing Renewal Service or intervene on your behalf if appropriate. A housing renewal officer will usually seek to resolve the problem informally at first, but intervention may end in formal enforcement action. We will usually only intervene where you have made reasonable efforts to resolve the issues with your landlord and have followed the steps contained in this leaflet.

Please note, it will be essential to provide the council with proof of your actions, such as copies of letters sent and completed log sheets. It is important to know that even if the council is involved, it might not mean your property is repaired straight away. This is because when the council intervenes on your behalf there is a set process that may take some time. However, the council is permitted to take immediate action if the situation requires it. It is also important to note that the council can only

deal with such hazards which it deems to be a potential cause of injury or illness. As the tenant you may have to deal with other issues that the council cannot assist with. The council's aim is to minimise any housing deficiencies that lead to hazards, but we cannot always force a landlord to provide ideal living conditions as all intervention must be proportionate and reasonable. We would encourage all landlords to aim to achieve the Decent Homes Standard, and where a property already reaches this standard any intervention by the council would be unlikely.

You can report the problem in the following ways:

- Online at  
<https://www.iow.gov.uk/Account/Login?returnUrl=https%3a%2f%2fwww.iow.gov.uk%2fforms%2fform%2fstart-page%3fpubKey%3dHESFNS>
- By email to [housing.renewal@iow.gov.uk](mailto:housing.renewal@iow.gov.uk)
- In writing to Isle of Wight Council, Housing Renewal Service, County Hall, High Street, Newport, Isle of Wight PO30 1UD.
- By telephone on (01983) 823040

When reporting problems please provide your name, address and contact details; the details of the property being enquired about; the landlord and agents details; describe the issues you are suffering at the property; clarify what communications you have had with the landlord/agent.

Depending on the situation, a Housing Renewal Officer may write or call you to talk about your problems and advise you what to do next. You may be advised to continue to raise the problem of hazards with your landlord or provide more information to help the council to prioritise your case. The officer may want to visit you to look at the matters you are unhappy about and will let you know if it is something the council can help with. The enforcement intervention by the Housing Renewal Service will not help tenants to be re-housed, or to be given any preferential treatment on any housing register or transfer list. We can only apply legislation and bring about improvements to your current accommodation, where appropriate.

**PLEASE NOTE;** Due to current limited resources the council has found it necessary to restrict immediate interventions to the highest risk cases where serious and imminent harm may occur. All other lower risk cases will be placed on a waiting list to be dealt with by a Housing Renewal Officer when they have available time to do so, but clients will be provided with suitable advice and guidance wherever possible to empower them to resolve matters themselves.

### **What are the council's housing enforcement powers?**

The council uses any laws and regulations it has been given powers to apply, and the Housing Renewal service would use the most appropriate course of action in the circumstances. It is our policy to always try and resolve matters informally before formal action is taken.

The list of powers is varied and the main types used are;

- Housing Act 2004. (HHSRS, Notices and Orders to a landlord, prosecution)
- Civil penalties for certain housing offences
- House in Multiple Occupation licencing, licence conditions, property checks
- Smoke and Carbon Monoxide Regulations
- Minimum Energy Efficiency Standard enforcement
- Electrical Safety Regulations enforcement
- Drainage nuisance powers

The primary power used is the Housing Health and Safety Rating System (HHSRS) which is a risk-based evaluation tool to help local authorities identify and protect against potential risks and hazards to health and safety from any deficiencies identified in dwellings. It was introduced under the Housing Act 2004 <https://www.legislation.gov.uk/ukpga/2004/34/contents> and applies to residential properties in England and Wales. This assessment method focuses on the hazards that are present in housing and is able to prioritise high and low risk issues to identify significant hazards.

The principle underlying the HHSRS is that 'any residential premises should provide a safe and healthy environment for any potential occupier or visitor'. The HHSRS describes 29 hazards that cover many aspects, including excess cold, damp, mould growth, fire and falling on stairs, etc. Council officers will use the HHSRS to assess what deficiencies exist that cause a hazard to be present.

### **I do not want to allow access to my landlord or his/ her workers, to investigate or resolve the problems**

It is understandable that tenants can sometimes feel vulnerable when landlords, or their agents visit their home. However, to address the problems that exist tenants must allow the landlord and/or their contractor's access. Landlords are obliged to give you reasonable notice, except in the case of an emergency.

It is recommended that you have a friend or support worker with you if you feel vulnerable or are concerned. It is unlikely that the Housing Renewal Service will be able to assist if you are refusing access to your landlord/ workers or obstructing them in some way.

### **Should I stop paying my rent**

No. You are strongly advised not to stop paying rent to make up for the cost of repairs or to ensure that repairs are carried out. Also, the landlord cannot use your rent arrears as an excuse for not carrying out repairs that are required by law, but you must remember that landlords are unlikely to be willing to make repairs if you owe them rent. The council would not generally become involved on your behalf if significant rent arrears are owed. It should be noted that non-payment of rent may be considered sufficient grounds for eviction and may lead to your landlord seeking legal advice for outstanding amounts due.

## Sample Letter

Dear Sir/Madam

Date

Re: [Property address]

Further to my renting the property, I would like to report the following list of issues at the property for your consideration.

- 1.
- 2.
- 3.
- 4.
- 6.

*(List as many issues as necessary. Describe the element of the property, its location, and what is wrong. Include information relating to any harm that specific issues have caused. \*delete this part in brackets before sending the letter.)*

I understand that some of the issues listed may be your responsibility, and that some of them may be my own.

I would like you to investigate the issues mentioned and, where possible, have them resolved where they are your responsibility. I would be obliged if you would kindly contact me within 14 days of the date of this letter, to discuss any of the matters raised, and to arrange a mutually convenient time for you or an agent appointed on your behalf to attend the property so that you may see the items mentioned.

I have contacted the council and required by them to complete a log of all communications with yourself on this matter. If the situation cannot be resolved I will contact the council for further assistance.

If I can be of any further help, please do not hesitate to contact me.

I look forward to your reply.

Yours sincerely,

## **Action Log**

Use this action log to record your conversations and any letters sent and received about your home, plus any replies. See example below:

<b>Date Action</b> <i>(What, where and how)</i>	<b>Response</b> <i>(What, where and how)</i>	<b>Resolved</b>
<i>E.g. Sent email to landlord to report the broken window.</i>	<i>Landlord text back to say window would be fixed by 16 November 2021.</i>	<i>15 Nov' 21 Builder came round to put new glass in bedroom window. Builder will invoice landlord. Issue resolved.</i>