

Commercial Litigation

Problems with your landlord



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Tenants' rights against the landlord

Whether you are a private tenant or tenant of a Local Authority or Housing Association you have important rights some of which may not be readily apparent to you.

There are different types of agreement to which different rules apply, but in addition to any written terms of your tenancy, the court can imply terms, for example:

- Your landlord must carry out basic repairs
- Your landlord must keep the installations for the supply of water, gas, electricity, sanitation and heating in working order
- You have a right to live peacefully without intrusion by your landlord.

My landlord is refusing to carry out repairs, can I withhold my rent?

Although your landlord has a duty to carry out basic repairs, it is not advisable to withhold rent until the work has been carried out. This is because if you fall into arrears with your rent, irrespective of the work that needs to be done, your landlord could evict you. You can apply to the court for an Order for repairs compelling the landlord to carry out works of repair. You must first provide notice to the landlord and provide the landlord with a reasonable opportunity to carry out repairs. If the landlord's delay has been unreasonable you can claim compensation for inconvenience in addition to personal injury if you have suffered, for example, respiratory symptoms arising from damp conditions. If you have children who also have suffered respiratory symptoms then they can also claim compensation. Compensation can be substantial. In certain circumstances, your landlord may have to provide temporary rehousing if the repair works would be substantial and inconvenient or prejudicial to your or your family's health.

Can my landlord evict me?

Your landlord can only evict you on certain grounds such as rent arrears, breach of certain terms of your tenancy agreement or when the tenancy agreement has come to an end. Your landlord normally has to serve you with a written notice which states the date that you have to vacate the property by.

If you haven't left by the given date, your landlord can apply for an order, known as a Possession Order.

If you don't leave by the date given in the Possession Order, your landlord can arrange for a Court Bailiff to evict you.

If you think that your landlord does not have sufficient grounds to evict you or that he/she is not following the correct procedure in which to evict you, you should seek legal advice.

If your landlord unlawfully evicts you then you can claim compensation for unlawful eviction which would include compensation for inconvenience distress and psychological injury and other losses such as ruined clothing, bedding, furniture and so forth.



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