



Renting in the Private Sector

Guidance on how to resolve concerns regarding your private rented home

Private Renting

This leaflet contains information to help you resolve the problem that you are experiencing and to explain how we can help.

Many problems in rented homes can be sorted out easily by speaking to the landlord or agent and we would like you to try this before we become involved. Please find enclosed on page 4 a checklist to help you to do this.

It's important that you write to your landlord or agent using one of the templates you will find below. You can do this by email or letter and it's very helpful if you can provide us with a copy of your letter or by copying (cc) us into your email:

housing.private@colchester.gov.uk



You may have an agent as well as a landlord or owner. We advise that you address the letter to the person or company named on your tenancy agreement. If you also know the name, address or email of the landlord or agent then we advise that you send a copy to them.

Please contact the Council's Private Sector Housing team if, after 14 days of writing to your landlord, you either:

- Do not receive a response from the landlord,
- Are not provided with an adequate response to the complaint, or
- Have been given a Section 21 Eviction Notice following the complaint.

We want to make sure that the problem you are experiencing is properly dealt with. If you have followed the advice in this letter but are still experiencing a problem you can contact us again.

If your landlord does put right the problem it is also helpful to let us know so that we can close the case. If we haven't heard from you within 4 weeks we will attempt to make contact to make sure that everything is going alright.

What you can expect from your landlord

Your landlord should:

- Ensure your home is safe and free from defects.
- Keep all gas and electrical equipment maintained and in good working order by a properly qualified person, e.g. Gas Safe registered gas installer.
- Deal with repairs and maintenance within a reasonable period of time.

Common defects include missing fire precautions, poor insulation and heating, damp and mould and dangerous stairs.

What you can expect from us

If your landlord doesn't deal with the problem we will investigate to see how bad it is.

If we decide a visit is necessary we will normally have to write to you and your landlord to arrange a visit. Your landlord or agent may be present during the visit.

We would only visit without telling the landlord in exceptional cases. This is because until we have told the landlord that we intend to make a visit we are legally unable to take any action. The main exception would be where you are living in a bedsit or shared house because, in those cases, we can investigate poor management without letting the landlord know in advance.

During the visit we will assess your home to see if there are any hazards that could put your health at risk (known as Category 1 hazards). If any Category 1 hazards are found then we are required by law to get your landlord to put them right. In most cases this means stating in writing what works are needed and giving a reasonable time for them to be done. If your landlord doesn't do the works then he or she could be prosecuted and we may do them ourselves at their expense.

Occasionally, the only way to deal with a hazard will be to close the property with a 'Prohibition Order'. You will, of course, be kept fully informed if this is likely to happen and we will give you as much help as we can to find alternative accommodation.

We will normally complete a report about the hazards and how they can be put right within 2 weeks of the visit. We will send you a copy of that report.

If we do not find any hazards that need to be removed then we will tell you and the landlord in writing within 2 weeks of the visit that we will not be taking any further action.

Protection from Eviction

Since October 2015 tenants have protection from eviction in cases where the Council have served an improvement notice. For the six months after the date that the improvement notice is served your landlord will not be able to serve you with a notice to quit (sometimes called a notice seeking possession or section 21 notice). If you believe that you need this protection you will need to:

- Inform your landlord in writing; detailing the repair issue or hazard.
- This can be a letter or an email; you will need to give the landlord 14 days to respond to you.
- If there is no adequate response, you will need to contact the Council for us to investigate.

We have included sample letters to help you do this.

Harassment and Illegal Eviction

Some tenants worry that if they ask their landlord to deal with a problem they may be asked to leave. Most landlords will not do this and would, in fact, prefer to know about the problem. However, if your landlord does threaten to end your tenancy, or takes any other unwanted action as a result of you raising the problem then you should contact us immediately.

Timescales

It may take time for your landlord to arrange a repair. For example sometimes a plumber or an electrician may be booked up on other jobs. Think of how long you would have to wait if you were arranging the work. It is likely to be the same for your landlord.

Ask your landlord to let you know what is happening. You may think that nothing is going on but your landlord may be very busy organising the work.

Access

Try to be flexible about allowing access for estimates and quotes. Try to agree what times are acceptable to you and, if you are unable to be there, ask your landlord to give the tradesperson access. Your tenancy agreement should explain about your duty to allow access for repairs.

Check List

- Write down exactly what the problem is and what you would like your landlord to do about it. If possible take photographs. Add your own comments.
- If the problem is one that could lead to an immediate injury then you should contact us. Examples include faulty gas appliances, exposed electrical wires etc.
- In all other cases, contact your landlord or agent to tell them what the problem is. The best way to do this is by telephone. Make a written note of your landlord or agent's response and any agreements that you reach.
- You should then write to or email your landlord or agent to confirm the problem and any agreement. The landlord or agent should be given 14 days to reply. Please see the wording of our sample letters.
- If your landlord or agent refuses to deal with your problem or doesn't stick to the agreement then you should tell him or her that you intend to notify the Private Sector Housing team at the Borough Council.
- If the problem is dealt with then you should let us know. Or If the problem is not dealt with then you should inform us. We will need to see copies of any notes you have made or letters that you have sent to your landlord or agent so that we can be sure that it is reasonable for us to contact them ourselves.

Sample Letters

You may find the wording of the following letters useful when writing to or emailing your landlord.

These are only suggestions and you should feel free to adapt them as much as you want. In general, try to keep the letters short and to the point. Be clear about what you expect your landlord to do and what you will do next if the problem is not dealt with. Above all remember to be polite and courteous and avoid making accusations that you can't prove to be true.

1. Initial letter or email to your landlord

(Address and date)

Dear (insert your landlord's name)

I am writing because I wish to draw your attention to a problem at the property that I rent from you.

(Describe the problem).

I first noticed this on (insert date).

I would be grateful if you could arrange for this repair as soon as possible. I wish for you to respond in writing within 14 days telling me:

- a) A description of the action which is going to be carried out to address the problem and
- b) A reasonable timetable for that action.

Yours sincerely

(Insert your name and contact details)

2. Confirmation of agreement

(Address and date)

Dear (insert your landlord's name)

Thank you for contacting me about the problem at the property that I rent from you.

You confirmed that you would (describe the agreement).

This will be done by (insert date).

I would be grateful if you could let me know if you need to change this agreement in any way. Please could you also give me at least 24 hours' notice of any visits that you or your workmen may need to make.

Yours sincerely

(Insert your name and contact details)

3. Follow up letter where there has been no progress

(Address and date)

Dear (insert your landlord's name)

I last wrote to you on (insert date) to report a repair.

I am not aware of any progress and so I wish to draw your attention again to (Describe the problem)

I first noticed this on (insert date)

I am concerned that this problem may have an effect on my health. I have already been in touch with Private Sector Housing at Colchester Borough Council and they have asked me to write this letter to you. They have asked me to let them know if there is no progress on the repairs. They have indicated that they may wish to make an assessment of the house for hazards under the Housing Act 2004 and have asked me to draw your attention to your responsibilities under the Housing Act.

I look forward to hearing from you.

Yours sincerely

(Insert your name and contact details)



Guidance on Legal Requirements for Safe Letting

	Legal Requirement	Penalty	Other legal implications
1	Fire safety - Working Smoke Detectors must be installed on every floor level within the home.	£2,500 fixed penalty for failure to comply with a remedial notice	
2	Solid fuel appliances - Carbon Monoxide Detectors must be installed in all rooms where there is a solid fuel appliance (including an open fire) that is capable of being used.	£2,500 fixed penalty for failure to comply with a remedial notice	
3	Gas safety - A landlords gas safety inspection must be undertaken each year on all gas appliances supplied with the accommodation and the certificate must be provided to tenants (including new tenants at the start of a tenancy).	Subject to criminal conviction, fines and/or 1 year imprisonment	For tenancies granted since 1 October 2015: A breach of any of these requirements will also invalidate a section 21 “no-fault possession notice”. This means that eviction may not be legally possible if you require possession of the property
4	EPC - An energy performance certificate must be provided to prospective tenants before any tenancy agreement is signed. (Does not apply to houses in multiple occupation).	£200 fixed penalty	
5	Deposit protection - The tenancy deposit must be protected in a government approved scheme	Compensation of up to 3 times the deposit	
6	Before the tenancy starts tenants must be provided with the Government’s booklet “How to rent: the checklist for renting in England” which can be found at the following web address: https://www.gov.uk/government/publications/how-to-rent		
7	Health and Safety Hazards - The home must not present any significant health and safety hazards when assessed using the Housing Health and Safety Rating System (HHSRS). We have developed a number of factsheets to help landlords and managers to identify and control hazards to reduce the risk of accidents and ill-health occurring in the homes they provide.	Subject to initial £500 enforcement notice fee. Further penalties for failure to comply with legal action	
8	HMOs - Additional requirements apply to homes that are shared by 3 or more people who are not all members of the same family (known as Houses in Multiple Occupation or HMOs). These include the The Management of Houses in Multiple Occupation (England) Regulations 2006 . These are strict requirements which reflect the increased landlord responsibility for this type of letting and help to control a variety of management problems. Further information on legal requirements for HMOs, including those that require a licence, is available on our website	Subject to prosecution and fines no longer limited to £5000 for breaches of the HMO management Regulations or HMO licence conditions	Section 21 “no-fault possession notice” is invalid where an HMO which requires a licence is not licensed.

Further information on how these laws are enforced and how the penalties are administered is provided in the [Council's Enforcement Policy](#)



Private Sector Housing

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