

PROPERTY MAINTENANCE

This is an area that can lead to most conflicts between Landlords and Tenants. But in many parts it's the landlords/property owner's responsibility to ensure that the property is fit for habitable and free from any fault or defect effecting the peaceful occupation of the tenants.

If the accommodation is within a flat, apartment or shared areas then, this extended responsibility is subject to qualifications in that the landlord is not required to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the tenant's enjoyment of the actual premises let or of any common parts which the tenant is entitled to use.

In situations where there is an extended responsibility to repair, the landlord has a defence if he/she can prove that he/she used all reasonable endeavours to obtain, and was unable to obtain, such rights as would be adequate to enable him/her to carry out the works or repairs in question. For example, where a freeholder prevents the landlord from accessing a part of the building he needs to affect repairs.

Many situations of conflict can be resolved through communication and face to face is the best, however this can be something that is unpleasant, but this is the best. It's always a good idea to take photos of any problems that the tenant may wish to show you also, it's the tenants responsibilities to produce a list of faults, defects that they feel need to be rectified under the tenancy agreement. By producing a list, it confirms any faults, defects and then if any issues can't be resolved at the time, then you can always refer back to the list that the tenant produced to confirm if the item was brought to your attention.

MEANING OF STRUCTURE AND EXTERIOR

The compulsory contractual term requires the landlord to keep in repair the structure and exterior of the dwelling. This is the landlord's basic responsibility. This responsibility does not depend on the extent of the actual premises which are incorporated in the tenancy but on the facts. At this point, it should be noted that it may be important to determine what part of the premises are actually included in the tenancy when it comes to the question of whether notice of a defect is a pre-condition to the landlord's liability. It does not, however, determine what part of the property the landlord is responsible for repairing. Anything which in the ordinary meaning of words would be regarded as part of the structure or exterior of a particular dwelling is within the scope of what the landlord is required to repair.

GAS SAFE

This is probably the most important part of any tenancy agreement and you need to ensure that this is carried out every 12 months by a GAS SAFE person, failure to do this can lead from a fine to a Prison. A copy of the gas safe certificate must be given to the tenants within 28 days of the inspection.

OUTSIDE BOUNDARIES AND GARDENS

As a landlord or property owner you are responsible for the maintenance of the gardens, walls, paths, driveway and any outside structures. This is ensure that that they are fit for purpose and safe to use on a regular basis. Tenants have an obligation to inform you of a change in any problems that may arise. Your tenancy agreement may stipulate that the tenants are responsible for the maintenance of the gardens and shrubbery, but you need to check and politely inform the tenants of their responsibility before signing the tenancy.

ANNUAL INSPECTION

Its good practise for you to visit the property at a pre-arrange time and date, this will allow you to inspect the property internally and externally, ensuring that the property is being kept in the manner you would expect. Many tenants appreciate a considerate landlord, this relation between you and the tenant is very important and any problems can be resolved without any major drama.