

How to

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# Fix problems with your privately rented home

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## Introduction

If you are a tenant in England renting from a private landlord and you need to sort out problems to do with the condition of your home, such as repairs, then this guide is for you.

This guide applies if you have a tenancy, but not if you have a licence. If you are not sure what sort of agreement you have with your landlord, search online for '[Shelter's tenancy checker](#)' to find out.

If you are still not sure, or can't use this tool yourself or with someone else's help, you may want to get some advice, see [More help](#).

If you are a council or housing association tenant, you have exactly the same rights, but it is usually much easier to make your landlord act, so some of this guide does not apply to you.

This guide explains:

- who is responsible for fixing problems with your home, from broken boilers to mould,
- what you can do to get the problems fixed, and
- what you can do if your landlord fails to fix a problem that they are responsible for.

It also helps you work out your options and decide what to do next.

## How to use the links in this guide

If you are reading a digital version of this guide you can simply click on the links in the text to get to other useful websites. These links are underlined and coloured light blue. If you are reading a printed version of the guide, we tell you which words you need to search for online so that the website should be the first one to come up in the list of results. If the link is just to a name of an organisation for example, 'Shelter' you just need to use the name to search online.

**This is just one of our resources to help you if you have a private landlord. We have other helpful guides:**

[How to deal with a section 21 eviction notice](#)

[How to negotiate with your landlord](#)

[Guarantors – who they are and what they do](#)

[Top tips on how to show a landlord you will be a good tenant](#)

## What's the point in knowing your rights if you're a private tenant?

As a private tenant, you will usually have a 6 or 12 month tenancy and your landlord will have the right to end your tenancy any time after that 6 or 12 month period finishes, without giving any reason. You may feel you can't ask your landlord for anything for fear of losing your home. But your position is not always as weak as you may think. It costs a landlord time and money to evict a tenant and they may prefer to do what you want as long as you have been paying the rent on time and looking after their property.

There are also very good reasons why it is useful to know a bit about the law anyway:

- When you are negotiating with your landlord, to reach an agreed way of dealing with things, it helps a lot to know the law and how far it's on your side. See [Top tips on negotiating with your landlord](#).

- Complaining to your local council may offer you a more practical way of putting pressure on your landlord to fix problems with your home. And it won't appear to come just from you – especially if your landlord needs to be licensed. See **Option 3 – complain to your local council?** In the section called [What you can do if your landlord fails to fix something they are responsible for](#).
- You may be able to get some protection from being evicted by your landlord if you take the right steps. See **I'm worried my landlord will evict me if I ask them fix problems with my home** in the section called [What you can do to get problems to do with your home fixed](#).

If you're feeling stressed or anxious, perhaps about the effect of the poor condition of your home on your family or because you're worried about your landlord's reaction if you bring up the problem, then perhaps a friend, neighbour or family member can sit and read this guide with you. You may want to read it through more than once as you think about your options and decide what to do.



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# Who is responsible for fixing problems with your home?

Who is responsible for fixing problems with your home?

If you are a tenant, your landlord must fix some problems whatever your tenancy agreement says – and many tenancy agreements give the impression that the landlord’s responsibilities are much less than the legal minimum. Whatever kind of agreement you have signed, you can’t sign away your right to the legal minimum. And you’re still entitled to the legal minimum even if you have no written tenancy agreement.

Some landlords get a letting agent to manage their property for them. Then in practice you would be dealing with the letting agent when you need problems fixed, although the legal responsibility remains the landlord’s.

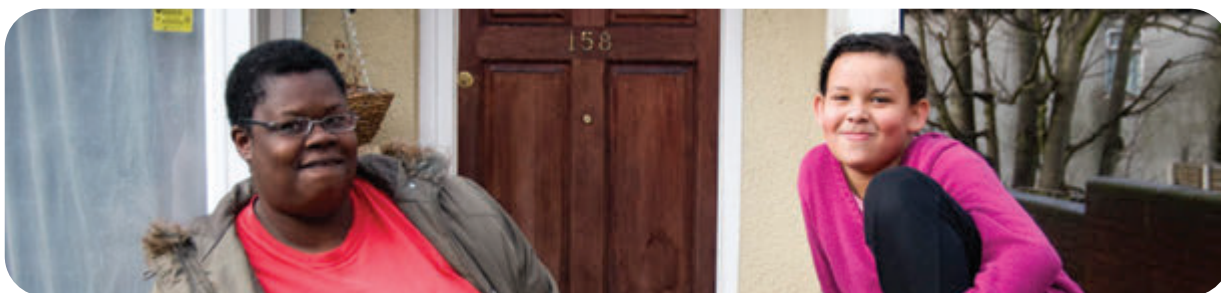
There are two ways that your landlord may be responsible for sorting out problems with your home. The first is that your landlord must do some kinds of repairs to your home if you ask them to. They are listed in the first column below.

The second is that they must fix **any** problem to do with your home that makes it “unfit for human habitation”. We will talk about what this means below.

Where your landlord must do a repair (listed in first column below) it is simpler just to say so, and avoid having to argue that it makes your home “unfit”. Keep that for where it is not or may not be a repair.

Even where there is a tick on the chart, it may not be your landlord’s responsibility if it is your fault – see below.

Have a look at our chart to find out which problems you have the right to expect your landlord to fix and pay for and which you are responsible for. Always check your agreement as a good agreement may be clearer on the details.



	Your landlord is legally responsible	You are legally responsible	Your landlord is legally responsible if it makes your home unfit
Roof, walls, plasterwork, floors and windows, staircases and banisters	✓		✓
Gutters, downpipes and drains	✓		✓
Boiler	✓		✓

**Who is responsible for fixing problems with your home?**

	Your landlord is legally responsible	You are legally responsible	Your landlord is legally responsible if it makes your home unfit
Replacing a light bulb		✓	
Water tank	✓		✓
Fitted gas and electric fires, radiators, water heaters	✓		✓
Basins, baths, sinks and toilets	✓		✓
Blockages caused by you or your visitors, for example in basins, baths, sinks, toilets, gutters, downpipes and drains.		✓	
Electrical wiring, gas and water piping and meters	✓		✓
Accidental damage caused by you or one of your visitors		✓	
Mouse or other pest infestation	Responsibility could be either the landlord's or the tenant's depending on how the pests are getting in.		✓
White goods, such as a washing machine, fridge or cooker.	Responsibility could be either the landlord's or the tenant's depending on who owns the appliance and what caused the disrepair.		
Damp/mould	Responsibility could be either the landlord's or the tenant's depending on what caused the damp and/or mould.		✓
Excessive Noise			✓
Lack of heating	If caused by disrepair		✓
Lack of ventilation	If caused by disrepair		✓
Lack of security	If caused by disrepair		✓
Fair wear and tear	✓		

### What if the problem is caused by me or my visitors?



You must look after your home in a sensible way. If you or your visitors cause damage or block the drains or anything like that, it is your responsibility not your landlord's. On the other hand, something called 'fair wear and tear' is the landlord's responsibility, not yours. Fair wear and tear is how lawyers describe the way a property gets shabbier or damaged with normal everyday use. For example, brand new carpets get thinner over time and paint gets chipped as old tenants move their furniture out and new tenants move in.

### What counts as "unfit for human habitation"?

The law says that a home is unfit if the problem means the property is not "reasonably suitable to live in". Lawyers call this a legal 'test'. To meet the test, the court does not look at your particular needs or what you can manage, for example in terms of noise problems, but what would be unfit for an average 'reasonable' person living in a home with those problems.

Any problem to do with your home may make it unfit. It could be disrepair, or noise, or heat or cold, or lack of ventilation, or an infestation of insects. It could be overcrowding or lack of anywhere suitable to prepare food, or a poorly designed building. It doesn't have to be expensive to fix, and if necessary, your landlord may have to make improvements to fix it.

If the problem is a risk to health or safety, then it is very likely to make your home unfit. Obvious examples are infestations or damp. Condensation damp often isn't caused by disrepair, but the mould it causes is a health problem – it is not good for asthma, for example – so it is very likely to make a property unfit.

Even if there is no risk to your health and safety, your home could still be unfit if the problem makes it particularly inconvenient or uncomfortable to live in for any length of time. An example might be windows that can't be opened.

These rules make the situations in the third column in the table above (where your landlord is legally responsible to fix a problem if it makes your home unfit) much more wide ranging. But the problem does always have to meet the legal test of whether the problem would make your home unsuitable for an average reasonable person, not you specifically. So, if the landlord is liable under the first column, then use that instead – it will be easier as they always have to fix those problems.



Who is responsible for fixing problems with your home?

**If it's my responsibility to repair or fix something, do I have to tell my landlord I'm doing it?**



If you're just replacing a light bulb – then no, you don't have to tell your landlord. But if you've accidentally damaged a sink or dropped curry sauce or paint on the landlord's carpet, for example, then you should tell your landlord and get their agreement before you repair or replace anything. They may want to do the work themselves or arrange for the job to be done by their builder and get you to pay the bill.

If you have contents insurance and your policy includes accidental damage, your insurers should pay out. This way you save yourself the expense of paying for the repair or new carpet and protect your deposit from being used by the landlord to cover their costs.

Alternatively your landlord may be willing for you to do the work or to arrange for your own builder or trader to do the job. If your landlord agrees to you doing this, make sure you get and keep receipts for anything you buy and keep the estimates and invoices for any services you pay for.

**Do I get any control over the cost of the work if my landlord does it?**



Check what your tenancy agreement says. It is quite likely to cover this situation. It may say you have to pay the cost, whatever that is and whether the landlord chooses to organise the repair themselves or allows you to do it. But whatever your tenancy agreement says, the law adds something here – it says the cost must be reasonable. So in practice it's fine to say to your landlord that you want, for example, to agree the cost in advance.

How you deal with this kind of situation will probably partly depend on the kind of relationship you have with your landlord and how willing they are to negotiate with you. See [Top tips for negotiating with your landlord](#).



# What you can do to get problems to do with your home fixed

What you can do to get problems to do with your home fixed

Tell your landlord about the problem and ask them to fix it within a reasonable time. What counts as 'a reasonable time' depends on how serious the problem is and how urgently it needs fixing. So, if you've no heating and it's January, your landlord should fix the problem very quickly. If it's July and the weather is warm, it's reasonable for your landlord to take a bit longer to fix it unless you or someone living with you has a serious health condition that requires the heating to be on.

Your landlord isn't responsible for the problem and can't mend things if they don't know about it. So you must tell them (or their letting agent if it is the letting agent that is responsible for organising repairs) if something goes wrong and you want something done.

Check what your tenancy agreement says about who you should contact and how you should contact them. Usually you can text, email or write to your landlord or their letting agent. See [How to write a letter to your landlord or letting agent](#) for help drafting your own email or letter.

Keep the text, email or copy of your letter so you can show when and how you told your landlord about the problem in case you have to take further action later. If you contact them by phone, keep a log of the calls to and from your landlord or their letting agent. It's best to follow up a phone call with a text, email or letter confirming your understanding of the outcome. For example, 'We spoke on the phone this morning. You are sending a plumber round tomorrow sometime between 08:00 and 12:00. I will be there then. Please let me know if for any reason the plumber can't make it.'

**I've had problems with my landlord in the past. I'd rather live with the problem than have to contact them again.**



The difficulty is that if you don't tell them and the problem gets worse, it could damage their property and you could be responsible for the cost of repairing the damage. You risk losing part or all of your deposit – or more.

**I'm worried my landlord will harass me if I ask them fix problems**



**What you can do to get problems to do with your home fixed**

Harassment is a criminal offence. Your landlord or their letting agent could be guilty of harassment if they behave in a way that's intended to put you off getting problems fixed. Harassment can be things like entering your home without your permission, opening your post, cutting off your gas or electricity, threats of violence, or sending builders round in the middle of the night.

Contact your council's tenancy relations service if you are worried about the possibility of harassment, see [More help](#). In an emergency, you have the right to contact the Police.

**I'm worried my landlord will evict me if I ask them to fix problems**



There is a risk this could happen. But finding a new tenant will cost them time and money, so they may not be in a rush to get rid of you just because you ask them to sort something out.

You may have heard that there is some protection against "revenge evictions" by landlords if you complain about problems with your home. If you write your complaint down, and your landlord doesn't properly deal with it within 14 days, and then you receive a section 21 notice soon after you can ask to Council to step in about the problem (see Option 3 - complain to your local council? below).

If the Council gives your landlord a notice requiring them fix the problems at your home, then the section 21 notice will be invalid and they won't be able to serve another one for 6 months after the date of the notice. Be aware though - councils are often reluctant to serve such notices, so it may not be much help in practice. Still, it is another reason to put your complaint in writing.

For more information about eviction notices, see our guide called [How to deal with a section 21 eviction notice](#).

**I'm worried my landlord will put the rent up if they spend a lot of money mending things**

Your landlord may put the rent up in this situation. But check your tenancy agreement. What does it say about rent increases? Even if a rent increase is possible, if you're the kind of tenant who always pays their rent on time and keeps the property looking good, your landlord may want to keep you and be prepared to negotiate a smaller increase.



**What you can do to get problems to do with your home fixed**

## Letting your landlord in to fix problems

If you want your landlord to carry out repairs you must let them in (and/or their letting agent, builder or other tradesperson), so they can look at what needs to be done and carry out the necessary repairs. You are entitled to get reasonable notice of their visit.

If your landlord asks today for access to your home tomorrow and you can't arrange to be there at such short notice, it's fine to say no and negotiate an alternative date and time – assuming there's no emergency, such as rain pouring through the roof.

# How to write a letter to your landlord or letting agent

**On the left** is information to help you write a letter to your landlord or letting agent. It tells you the things you should put in your letter and how to begin.

**On the right** is an example of a letter asking a landlord to fix a problem with your home. If you want more help writing your letter, try asking your local advice agency or a family member, friend or neighbour. See [More help](#) for information about how to find local advice agencies.

How to write a letter to your landlord or letting agent



Information to help you write your letter	Letter asking a landlord to do repairs
Put the date you write the letter at the top of the page.	16th September 2024
Start your letter: Dear [insert landlord's name or Sir/Madam if you are writing to a letting agent]	Dear [insert landlord's name],
Explain who you are and why you are writing	I rent [insert address of the home you rent from your landlord] from you. I am writing to tell you about the problems that need fixing with my home.
List the problems	There is a damp patch on the kitchen wall which gets worse when it rains. There are two electric sockets close to this area of damp.
If you think the problems are affecting your or your family's health or well-being, or causing a risk to health and safety, or undue inconvenience, explain that here.	I am worried about water getting into the electrics and causing a risk to the health and safety of me and my family.

(continued)

Information to help you write your letter	Letter asking a landlord to do repairs
Tell them what you want them to do	Please contact me as soon as possible, but by Friday at the latest, to arrange a time to come and see what needs to be done and agree a timescale for fixing the problem.
Tell them how they can contact you	You can phone me on [insert your phone number] or email me at [insert your email address].
End your letter: Yours faithfully, [Insert your name]	Yours faithfully, [Insert your name]
When you have finished writing your letter, read it back through more than once. Does it say everything you want it to say?	

**How to write a letter to your landlord or letting agent**



# Top tips for negotiating with your landlord

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## Know your rights

Before you begin negotiating, take steps to find out about your rights and obligations. This information will help you know what you must do and the limits on what you can reasonably expect from your landlord. Don't assume your tenancy agreement has got the law right or tells you everything there is to know.

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## Have a plan

Plan what you are going to ask for and how. Anticipate your landlord's objections or potential problems and think about how you might respond to them. Having a plan can help you remember what you want.

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## Be flexible

You may need to be flexible at certain points in a conversation with your landlord or their letting agent. For example, perhaps you want them to redecorate 4 walls following some repairs but they are only offering to redecorate 2 walls. Maybe you can agree on 3 or ask them to give you the paint so that you can redecorate the rest of the room? Decide in advance what you are willing to compromise about, and how far.

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## Be calm, confident and assertive

Some landlords can be hostile or dismissive, even aggressive. Stay calm and try not to let yourself be intimidated.

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## Ask questions

If your landlord or their letting agent presents you with new information or options, don't be afraid to ask questions until you are confident you understand what has been said. Don't agree to anything until you are sure you know what it means.

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## Know when to walk away

You may need to end the negotiation in order to do more research or think about your options more carefully, without pressure. If the negotiation is starting to get out of hand and feel stressful, it may be best to end the conversation and try again another time.

Top tips for negotiating with your landlord

# What you can do if your landlord fails to fix something they are responsible for

**We had no hot water for 3 months! We thought we couldn't sort the problem out except by trying to get the landlord to arrange the necessary repairs. Myriam**



There are other things you can do if your landlord refuses to fix problems that they are responsible for or just doesn't get round to doing them.

But before you decide what to do next you need to know what type of tenancy you have and whether that means it is easy or difficult for your landlord to evict you. If it's very easy, you may decide it's more important for you not to risk being evicted than to get the repairs done. If you are more secure in your home you

may decide to go ahead and do what you can to get the repairs done, especially if they are affecting your or your family's health and safety.

If you're not sure what type of tenancy you have, you can search online for '[Shelter's Tenancy Rights Checker](#)' to find out.

If you can't use this tool yourself or with someone else's help, you may want to get some advice, see [More help](#).

**What you can do if your landlord fails to fix something they are responsible for**

## Option 1

### Withhold your rent?

This may be the first thing you think about doing. But there is no right in law to stop paying your rent in protest at your landlord's failure to fix problems. In any court proceedings you will be in the wrong, and your landlord will be entitled to start eviction proceedings before your tenancy ends. Also, even if you plan to put the rent aside for when you need it, it's all too easy to spend it, leaving you in rent arrears.

## Option 2

### Use your rent to pay for repairs?

Where it is clear that your landlord has failed to carry out repairs that they are legally responsible for doing, you have a legal right to carry them out either yourself or by hiring a professional to do them. You can deduct the cost from your rent. So if the repair costs £150 and your next rent payment is £450, you can just pay the balance of £300. But – you must follow the right procedure and act reasonably, much more reasonably than most people feel like being when faced with a landlord who isn't doing what they should.

Currently, the law is not clear on whether or not you can use this approach if the problem is to do with your home being unfit to live in, rather than a disrepair that the landlord is responsible for (see the table in [Who is responsible for fixing problems with your home?](#) for a reminder on this).

Whether you do the work yourself or get someone else to do it, you are responsible for the quality of the repair and putting anything right that goes wrong. You should get some advice before deciding to go for this option to make sure it's the right one for your situation - see [More help](#).

Before you can use your rent money to pay for repairs:

- 1** You must notify your landlord about the disrepair and give them a reasonable chance to do the work.
- 2** Your landlord must have failed to do the repairs (and not because you refused to allow them in).
- 3** You must then give your landlord more time to do the repairs as well as telling them that you will do the repairs yourself if they don't do them by the deadline you give them. This is best put in writing, so you can show a court you have done it if necessary.
- 4** If you are using a professional, get three estimates, and send copies to the landlord with a final warning that you'll go ahead with the lowest estimate unless they do the work.
- 5** If the work still hasn't been done, you can go ahead and have it done.
- 6** Send a copy of the bill to the landlord and ask them to send you the money to pay the bill. If the money doesn't arrive, pay the bill and deduct the cost from your next rent payment. This option may not be for you if you aren't able to pay the bill first out of your own money.



Get some advice first before taking these steps, see [More help](#).

What you can do if your landlord fails to fix something they are responsible for



## Option 3

### Complain to your local council?

All councils have the power to investigate complaints from private tenants about their housing conditions. The name of the team responsible for doing this often varies from council to council.



It may be the environmental health team, the housing standards team or the tenancy relations service. In some councils the tenancy relations service operates via a Housing Advice Centre or the housing options team.

You can complain to your local council about your landlord's failure to fix problems with your housing conditions. You can do this in person or by phoning the council but it's best to complain in writing. See [How to write a letter to your local council](#) for help drafting your own letter. If you would like someone to help you write your letter, try contacting your local advice agency to see if they can help or ask a family member, friend or neighbour. See [More help](#).

You may think complaining to your council is just a waste of time, so why bother. It's true that councils are overstretched, but that just means you need to make a strong case. Can you attach a couple of photos to your letter showing the problem? The law means that councils must take notice of things that are a danger to health and safety, for example exposed wiring, a dangerous or broken boiler, a leaking roof, mould on the walls or ceiling, pest infestation, broken steps at the top of stairs or a lack of security.

The council can come and inspect your home and send a notice with a list of repairs (and sometimes improvements as well) that need doing to your landlord. If these aren't completed by the deadline they give they can prosecute the landlord for a criminal offence.

You may have some protection against your landlord deciding to evict you if you go for the option of complaining to your local council about their failure to repair. If the council sends a notice to your landlord, your landlord usually won't be able to serve an eviction notice on you for six months.

If the council decides the problem is not serious enough for them to send a notice requiring works to be done, it might be a good idea to ask them not to contact the landlord at all rather than the landlord finding out about your complaint without you having any protection against a section 21 notice. For more information about eviction notices, see our guide called [How to deal with a section 21 eviction notice](#).

**What you can do if your landlord fails to fix something they are responsible for**

If you report a problem to your local council and nothing happens, you can use the council's official complaints system to complain about their lack of action. Councils often explain how to do this on their website. If you can't find any information there or you don't use the internet, phone your council and ask for details. Another thing you can do to chase up the council is to find out which councillor is responsible for housing and go along to their surgery. Explain to them what you are dissatisfied about. They may be able to speed things up for you.

If that doesn't get you anywhere and your council still hasn't done anything about the problem, you can complain to the [Local Government Ombudsman](#). This is a free service. They have a step-by-step guide on their website to help you work out if you should complain to them and an online application form to complete. If you get stuck with this and need their help to make a complaint you can call them on 0300 061 0614. Lines are open Mondays, Tuesdays and Fridays from 10am – 1pm and Wednesdays 1pm – 4pm.



Another good way of getting your council's attention is if you think that the building you live in should be licensed and isn't. There are 2 different kinds of licence your landlord might need. Your landlord may need a licence if the property you rent is lived in by more than one household. You can check on your council's website, or ask them, whether your property needs a licence and if it does whether it has one. You can also ask your council if they run a landlord licensing scheme. If they do, check if your landlord is licensed.

What you can do if your landlord fails to fix something they are responsible for

## Option 4

### Go to court?

This can be a useful option where there has been serious disrepair or other problems for a while which your landlord has failed to deal with, and there is a risk to your or your family's health and safety. Legal aid is available, depending on your financial circumstances, if there's a serious risk of harm to you or your family as a result of living in your landlord's property. You should try and get legal advice if you are in this situation, see [Getting legal advice](#).

Court action brings the risk that your landlord will serve you with an eviction notice, so you may prefer to complain to your local council. This option may give you some limited protection against eviction, see [Option 3](#).

# How to write a letter to your local council

**On the left** is information to help you write a letter to your local council.




**On the right** is the letter Myriam finally sent to her council to give you an example of the sort of details you should put in your letter.



Information to help you write your letter	Myriam's letter about the disrepair in her home
Put the date you write the letter at the top of the page.	16th September 2024
Tell the council who you are and the name of your landlord and their agent (if they have one).	I am a tenant of 43A, Berry St, Anytown. My landlord is Mr M. Smith. The agents are Anytown Properties.
Explain why you are writing	I am writing to complain about problems with my home. My landlord has not fixed them even though I have told him about the problems more than once. I have also phoned Anytown Properties and told them about the problems. They promised to get back to me but I haven't heard from them.
List the problem(s)	The water heater isn't working and we haven't had hot water for 3 months.  There are wet patches on the ceiling in the children's bedroom.

How to write a letter to your local council

(continued)

Information to help you write your letter	Myriam's letter about the disrepair in her home
<p>Tell them when and how you reported the problem to your landlord or their agent.</p>	<p>I texted the landlord the day after the water heater broke and spoke to him on the phone later the same day.</p> <p>I noticed the wet patches about 2 weeks later and, again, texted Mr Smith to tell him about them. I got no reply. So I emailed him reminding him that he'd promised to get back to me to tell me when someone was coming to repair the water heater. I also told him about the wet patches in the children's bedroom.</p>
<p>If you think the problems are affecting your or your family's health, explain that here.</p>	<p>My daughter has asthma and I'm worried that the damp will get worse and begin to affect her health.</p>
<p>Explain the effect of the problems on your and your family's daily life e.g. ability to keep clean, do homework, eat a meal together</p>	<p>We have to wash in cold water and bath at my Mum's house which involves a round trip of 30 minutes each way on the bus. This is inconvenient, expensive and time consuming.</p>
<p>Tell them what you want them to do</p>	<p>Please will you come and inspect my home to check whether it is harmful or a risk to me or my children's health or safety.</p>
<p>Tell them how they can contact you</p>	<p>My phone number is 12345 678910. Please contact me to arrange a time to visit.</p>
<p>End your letter: Yours faithfully, [Insert your name]</p>	<p>Yours faithfully, Myriam Jones</p>
<p>When you have finished writing your letter, read it back through more than once. Does it say everything you want it to say?</p>	

# Getting legal advice

Don't be put off getting legal advice about what you can do if your landlord fails to fix problems to do with your home when they should because you think you can't afford to pay a solicitor.

## Legal aid

Legal aid is a government scheme to help people who live on a low income, have few savings and meet specific other criteria, pay for legal advice, representation and other legal help.

Legal aid is available, depending on your financial circumstances, if there's a serious risk of harm to you or your family as a result of living in your landlord's property. You can check if you can get legal aid by searching online for '[check legal aid](#)'.

You can find solicitors that do housing law or housing advisers by searching online for '[find a legal aid adviser](#)'.

If you can't find a housing solicitor or adviser to help you, there are other places to get housing advice. For more information about where to go for advice, see [More help](#).

## 'Before the event' insurance

This is also known as legal expenses insurance and is often added to car, household contents and buildings insurance policies. It can also come as a benefit attached to some credit cards. Check your policies to see if you have it.

A solicitor or other adviser should be able to check the terms and conditions of any legal expenses insurance you have and tell you what it will and won't cover. You may find you have access to free legal advice on a range of subjects. It's also possible your insurer may cover the cost of claiming compensation for disrepair from your landlord. Contact them and ask.

## Conditional fee agreements

You may have heard these called 'no win, no fee' agreements. They are a contract between you and your solicitor which means your solicitor will only get paid for their work if you win your case. You still have to pay your landlord's costs if you lose. If you aren't eligible for legal aid or legal aid isn't available in your case and you don't have any legal expenses insurance, then a conditional fee agreement may be the only way you can fund your claim.



Getting  
legal advice

# More help

[Shelter](#) have lots of useful housing advice online. They offer a webchat service if you cannot find the answer to your problem on their housing advice pages. They also run a free housing advice helpline if you are in an emergency situation. For example, if you are homeless, worried you are about to be made homeless, or are suffering abuse at home. The helpline is **0808 800 4444**. The line is open Mondays – Fridays 8am - 6pm. Closed on Bank Holidays.

Shelter also has some advice centres in England where you can go to get personal, face-to-face advice from a housing specialist. To find your nearest centre see [england.shelter.org.uk/get-help/local\\_services](http://england.shelter.org.uk/get-help/local_services).

[Civil Legal Advice](#) is a service that provides some free legal advice over the phone, funded by the government. To see if you qualify go to [gov.uk/civil-legal-advice/](http://gov.uk/civil-legal-advice/). You need to be on a low income with either a small amount or no savings to be entitled to this help.

[Citizens Advice](#) is the national body for Citizens Advice Bureaux (CAB). Scroll down their homepage to search for a CAB near you – [citizensadvice.org.uk/](http://citizensadvice.org.uk/).

You can also get help from **law centres** who employ solicitors and other workers who specialise in helping people with housing, employment, immigration, education, community care, and benefit problems. You can search for your nearest Law Centre here: [lawcentres.org.uk/i-am-looking-for-advice](http://lawcentres.org.uk/i-am-looking-for-advice)



[LawWorks](#) is a charity that connects people in need of legal advice and assistance with lawyers willing to meet those needs for free. It supports 170 legal advice clinics across England and Wales. Most of these law clinics take place in the evening and provide free initial advice to people about social welfare issues, employment law, housing matters and consumer disputes. You can find a clinic here: [lawworks.org.uk/legal-advice-individuals/find-legal-advice-clinic-near-you](http://lawworks.org.uk/legal-advice-individuals/find-legal-advice-clinic-near-you)

**Community organisations** – some local community organisations offer housing advice, and sometimes in languages other than English. If there's a community organisation near where you live, it's worth asking them if they can help. If you don't know whether there is one, ask your local council if they know of any.

Further help

# What does it mean?



**Conditional fee agreements** – are a contract between you and your solicitor which means your solicitor will only get paid for their work if you win your case. Your solicitor will probably also take a share of your compensation if you win. You still have to pay your landlord's costs if you lose.

**Legal aid** – is a government scheme to help people who live on a low income, have few savings and meet specific other criteria, pay for legal advice, representation and other help.

**Possession order** – an order made by a court ordering a tenant to leave their landlord's property on a particular date.

**Tenancy agreement** – a particular kind of contract between you and your landlord which sets out the basis on which you are allowed to live in the property you rent.

What does  
it mean?

The information in this guide applies to England only.

The law is complicated. We have simplified things in this guide. Please don't rely on this guide as a complete statement of the law. We recommend you try and get advice from the sources we have suggested.

The cases we refer to are not always real but show a typical situation. We have included them to help you think about how to deal with your own situation.

# advicenow.org.uk

Making sense of the law and your rights

If you would like this guide in another format please email [guides@lawforlife.org.uk](mailto:guides@lawforlife.org.uk)

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