

**REPAIR OBLIGATIONS OF LANDLORD & TENANT**

The Landlord is responsible for maintaining the exterior and interior of the Property in good condition and to carry out repairs to fixtures and fitting that it provided to the Property. The Landlord may also ask the Tenant to pay for any damage that the Tenant or any other occupant caused to the Property, or its fixtures and fittings.

The Tenant, or any occupant, shall not act in such a way as to cause damage to the Property, except for normal wear and tear. The Tenant should report to the Landlord any repairs that need to be carried out to the Property. The Tenant is responsible for all repairs needed to their own possessions or items supplied by the Tenant.

**The Landlord is responsible for the following:**

* 1. **External**
     1. Structure and exterior of buildings
     2. roof leaks
     3. external cracks
     4. chimney stacks/pots & cowls
     5. downpipes, gutters, external pipes
     6. paths, driveways, steps
     7. boundary walls & fences
     8. communal areas
     9. open spaces, paths & roads (unless taken in charge by Council)
     10. Painting of external houses
     11. Door entry systems
  2. **Provision of services**
     1. Means of supplying water, gas and electricity to the Property
     2. Fixed source of space heating
     3. Primary source of heating of water
     4. Communal lighting (unless taken in charge by Council)
     5. Unblocking drains and sewers
     6. Waste receptacles (where possible given the nature of the building)
  3. **Plumbing**
     1. Servicing of boilers
     2. Repair of boilers & hot water tanks
     3. Heating/Hot water pumps & timers
     4. Radiators
     5. Electric shower (unit only) (if available)
     6. Sinks and wash hand basins
     7. Toilet bowl & cistern
     8. Repairs to burst pipes
  4. **Electrical**
     1. Wiring, sockets & switches
     2. Fuse board/circuit breaker
     3. A fire blanket and either a mains-wired smoke alarm or at least two 10-year self-contained battery-operated smoke alarms. Carbon monoxide alarms. If the Property is part of a multi-unit building, the Landlord will provide emergency lighting in all common areas and an emergency evacuation plan.
  5. **Other**
     1. Internal & external doors and frames
     2. Window frames
     3. Cleaning chimneys

**f. Internal**

i. Adequate means of ventilation inside the Property

ii. Repairing fixtures and fittings that were provided to the Property by the Landlord (except in the case of items gifted by the Landlord to the Tenant).

**The Tenant is responsible to maintain the following:**

i. The Tenant shall repair and maintain any item that belongs to the Tenant or that the Tenant provided to the Property;

ii. The Tenant shall ensure that Property is regularly cleaned;

iii. The Tenant shall not cause any damage to the Property, its fixtures and fittings and to pay the Landlord for the costs of repairing damage the Tenant has caused, beyond normal wear and tear;

iv. If there is a garden or outdoor area, the Tenant shall cut the grass and maintain the area in a good standard of repair;

v. The Tenant is responsible for the installation of fixtures and fittings, such as dishwashers, washing machines and cookers, where these are not provided by the Landlord. Items gifted to the Tenant by the Landlord will also be the responsibility of the Tenant.

vi. The Tenant shall replace light bulbs during the tenancy;

vi. The Tenant shall report to the Landlord any repair issues which arise in the Property that are the responsibility of the Landlord;

vii. The Tenant shall pay the utility charges for electricity, waste removal, gas and water for services used in the Property;

viii. The Tenant is obliged to adequately ventilate the Property, to prevent excessive condensation in the Property.

***Examples of the above are:***

* Resetting trip switches
* Lost keys to door and window locks
* Repairing of damage caused by break-ins
* Plugs and chains to sinks, wash hand basins and baths
* TV aerials
* Surface damage to internal plasterwork
* Pelmet, picture and curtain rails
* Gate and shed latches and bolts
* Replacing glass and window panes including where breakage was caused by a third party
* Cleaning gulleys for rain water, washing machines etc.
* Replacing lost/missing gulley grids
* Cleaning chimneys
* Replacing fire grates
* Unblocking sinks and wastes
* Replacing broken hoses and shower heads
* Replacing bulbs to external security lights to the property
* Replacing internal light bulbs
* Replacing broken toilet handles
* Replacing broken toilet seats
* Fixing loose handles to internal doors
* Easing doors to fit over carpets or other floor coverings
* Installing washing machine, cooker, dishwasher etc
* Replacing meter cupboard doors
* Bleeding radiators
* Removing scale from taps, sinks, baths and toilet pans.
* Lubricating door and window hinges and locks
* Replacing batteries to fire alarms
* Replacing letter box covers
* Carrying out internal decorations
* In furnished accommodation (mainly RAS units), the tenant may be liable for keeping in repair fixtures and fittings supplied by HAIL/Local Authority in accordance with terms set up in the lease.
* Taking reasonable steps to prevent pipes freezing in winter
* Properly installing washing machines and electrical and gas appliances. For legal and safety reasons tenants may use only suitably qualified persons to carry out work involving electricity and gas and HAIL may ask for proof of the tradesperson’s qualifications.
* Taking reasonable steps to prevent drains from becoming blocked. Tenants will be recharged for blockages caused by toys/toilet fresheners, nappies etc.
* Ensuring that the property is treated in a reasonable manner and repairing or replacing any item damaged by the tenant, a member of the household or any visitor to the property
* Allowing HAIL’s staff, agents and contractors access at reasonable hours of the day to the property to inspect or carry out repairs or to undertake annual servicing of appliances.