

Guidance on Homes (Fitness for Human Habitation) Act 2018 for Residential Agents

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The Homes (Fitness for Human Habitation) Act 2018 (the Act) comes into force on 20 March 2019.

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For applicable tenancies (see below) in tenancy agreements (whether with landlords, private residential landlords) the property is fit for human habitation.

introduces a new implied covenant (whether or not) that social housing landlords, on their behalf, must ensure that the property is fit for human habitation throughout the tenancy.

These obligations extend to the property (including any common areas) which the landlord is responsible for.

the building (including any common areas) which the landlord is responsible for.

Being an implied covenant in the tenancy agreement, a tenant would have to rely on local authority enforcement of their rented property.

tenant has a direct cause of action against the landlord for breach of the implied covenant. Prior to the Act, a tenant would have to rely on local authority enforcement of their rented property.

There is also an implied covenant in the tenancy agreement authorised in writing by the landlord or agent to view the property condition and state of repair which the landlord or agent must comply with upon prior written notice (at least 2 weeks).

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This legislation was enacted to uphold the rights of tenants and to hold their landlords to account and to improve the quality of housing.

that tenants have more power to hold their landlords to account and to improve the quality of housing.

Whilst this Act extends to England and Wales, the changes only affect properties in England.

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Applicable tenancies

The Act will apply to:

1. All leases of less than seven years (including a renewal of an existence tenancy);
2. All fixed term tenancies granted on or after the 20 March 2019 but that become periodic tenancies on or after the 20 March 2019;
3. In respect of periodic tenancies granted on or after the 20 March 2019, the Act will apply to tenancies with a term of 12 months from the commencement of the tenancy (including a renewal of an existence tenancy).

after 20 March 2019 (including a renewal of an existence tenancy);

on or after the 20 March 2019 but that become periodic tenancies on or after the 20 March 2019;

20 March 2019, the Act will apply to tenancies with a term of 12 months from the commencement of the tenancy (including a renewal of an existence tenancy).

'Fitness for Human Habitation' Standard

In defining whether a property is fit for human habitation (including those set out in the Housing Health and Safety Rating System (HHSRS)):

on, the Act lists various matters which must be considered (including those set out in the Housing Health and Safety Rating System (HHSRS)):

1. Standard of repair;
2. Stability;
3. Freedom from damp;
4. Internal arrangement;
5. Natural lighting;

6. Ventilation;
7. Water supply;
8. Drainage and sanitary con
9. Facilities for preparation and
10. Hazards prescribed in the

However, the question is whether matters that it is not reasonably property condition as it is, and whether

Therefore, the standard is not met

It will be for the courts to decide above and considering expert evidence

Exemptions from the implied covenant

Under the Act, a landlord will not property is in an unfit state arising

1. A tenant failing to use the property
2. The property is damaged and
3. Consent for works was received from the landlord).

Consequences of breach

This legislation is unlikely to affect are fit for human habitation, however with these obligations as their tenants

The legislation is silent on when the limits which the landlord must resolve their concerns with the landlord. However, if the property is rented moment the defect occurs. If a tenant and prove to the court that their landlord

1. If the property is not fit for against their landlord for breach landlords. It is possible throughout the entire length of the contract
2. The tenant will therefore likely injunction for specific performance obligations to make the property
3. The standard for "Fitness" there is likely to be room for

Next steps:

In order to ensure that you don't fail be followed by both landlords and

1. Take photographic inventory term inspection) and at the

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for the disposal of waste water; and

defective in one or more of these

The property is judged on the the actual person who lives in it.

hazards under the HHSRS.

standard having regard to the matters

of this implied covenant where a including:

1. In a manner;
2. Disaster (fire, storm or flood); or
3. Caused from a third party (i.e. superior

already providing dwellings which landlords ensure that they comply directly if they don't comply.

landlord of a defect and any time a tenant would first have to raise them enough time to respond. In this case, the landlord is liable from the claims would need to be genuine is not the fault of the tenant.

tenant has the right to bring a claim due court proceedings against their landlord. They can also be sued for damages for the

for breach of contract or seek an the landlord to comply with their

wide under the Act. As a result, courts.

As a result, the following best practices can

tenancy, during the tenancy (mid-term inspection);

2. Landlords or agents should ensure the property remains in a state fit for human habitation;
3. Keep a paper trail of all repairs and maintenance work, including the condition of the property (before and after the work) and the cost of the work (if applicable);
4. Respond quickly and thoroughly to any requests or reports made by the tenant regarding the state of the property; and
5. In respect of common areas, the landlord and/or landlord's agent must make sure these areas are kept in a state fit for human habitation.

... frequent inspections are required to ensure the property remains in a state fit for human habitation;

... tenant relating to the repair and maintenance work, including the condition of the property (before and after the work) and the cost of the work (if applicable);

... issues or reports made by the tenant regarding the state of the property; and

... of the building owned by a third party, the landlord and/or landlord's agent must make sure these areas are kept in a state fit for human habitation.

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