
LANDLORD GUIDE · REPAIRS & OBLIGATIONS

Section 11 — Made Simple

The landlord's repairing obligation under the Landlord and Tenant Act 1985

Still in force after the Renters' Rights Act 2025 — s.11 is the bedrock repairing duty implied into every short residential tenancy. Covers structure & exterior, water/gas/electricity & sanitation, heating, the notice rule and how s.11 now interlocks with Awaab's Law, the Decent Homes Standard and the new Landlord Ombudsman.

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The landlord's repairing obligation under the Landlord and Tenant Act 1985 (still in force after the

Renters' Rights Act 2025)

Is Section 11 still around?

Yes. Section 11 of the Landlord and Tenant Act 1985 is the bedrock repairing obligation in every short residential lease in England and Wales. The Renters' Rights Act 2025 does not repeal or replace it — it sits underneath the new assured periodic tenancy regime, the Decent Homes Standard extension and Awaab's Law, and is implied into every tenancy of a dwelling granted for a term of less than seven years.

What Section 11 actually obliges the landlord to do

- Keep in repair the structure and exterior of the dwelling — including drains, gutters and external pipes.
- Keep in repair and proper working order the installations for the supply of water, gas and electricity and for sanitation (basins, sinks, baths, WCs).
- Keep in repair and proper working order the installations for space heating and heating water.
- Where the dwelling forms part of a building, the obligation extends to any part of the building in which the landlord has an estate or interest (s.11(1A)).

What it does not cover

- Things the tenant must do in a tenant-like manner (*Warren v Keen*) — unblocking sinks, replacing lightbulbs, basic cleaning.
- Damage caused by the tenant or their visitors.
- Rebuilding or reinstating after destruction by fire, flood or other inevitable accident (s.11(2)(b)).
- Anything the tenant is entitled to remove from the dwelling.
- Improvements — s.11 is a repairing covenant, not an upgrading one (*Quick v Taff-Ely BC*).

When the duty bites

The landlord must have notice of the disrepair (actual or constructive) before liability arises in the demised premises (*O'Brien v Robinson*). Once on notice, the landlord must carry out the works within a reasonable time. For common parts in which the landlord retains an interest, no notice is required.

How Section 11 interacts with the 2025–26 reforms

- Homes (Fitness for Human Habitation) Act 2018 implies a separate fitness covenant at the start and throughout the tenancy — runs alongside s.11.
- Awaab's Law (commenced for the PRS via the Renters' Rights Act 2025) imposes statutory timescales for investigating and remedying serious hazards — but the underlying repairing duty is still s.11.
- Decent Homes Standard extension to the PRS sets a minimum standard; failure can also be a breach of s.11 where it amounts to disrepair.
- HHSRS (Housing Act 2004) gives councils enforcement powers; an Improvement Notice will normally also evidence a s.11 breach.
- RRA 2025 s.16A written tenancy information does not change s.11 — but landlords should be ready to evidence repair response times.

What tenants can do if the landlord doesn't repair

- Sue for specific performance and damages for diminution in value, distress and inconvenience.
- Report to the local authority, which can serve an Improvement Notice or Prohibition Order under the Housing Act 2004.

- Use the new Landlord Ombudsman scheme (RRA 2025) for redress short of court.
- Since s.21 is abolished, retaliatory eviction is no longer a practical risk — tenants can complain without losing their home.

Practical landlord checklist

- Log every repair report in writing with date, time and the route it came in (email, portal, phone).
- Acknowledge in 24–48 hours; attend in line with severity (Awaab's Law timescales for serious hazards).
- Keep dated invoices, photos and contractor reports for at least six years.
- Run periodic property inspections (every 6–12 months) with a written record — constructive notice is enough.
- Make sure your tenancy agreement gives the right of access on 24 hours' written notice for inspection and works.

Need a hand? JN Compliance & Safety Solutions can audit your repair records, set up a compliant reporting workflow and benchmark your portfolio against s.11, Awaab's Law and the Decent Homes

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