

GREATER
MANCHESTER
**GOOD LANDLORD
CHARTER**

LANDLORD DEVELOPMENT TRAINING

**MODULE 2: LANDLORD ROLES
AND RESPONSIBILITIES**





HOW TO USE THIS BOOKLET

This booklet is to support you in your learning as you study the Greater Manchester Good Landlord Charter Landlord Development Course.

You can read this booklet, which provides the full content of the module. You can also [watch the presentation online](#).

Once you have watched the presentation and read the booklet, take the end-of-module quiz before you progress to the next module.

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2.1 Introduction

Many people choose to carry out the job of being a 'landlord' alongside other forms of employment. However, it should be noted that the job of being a 'landlord' is a profession in its own right and needs to be considered as such.

Along with any rewards you may gain from being a landlord, as with any profession, the job comes with lots of responsibilities.

By renting out your property you are providing someone with their home. Evidence shows that poor housing and badly managed properties can affect residents' health, education and future prospects.

As a result, there are a lot of responsibilities placed on landlords:

- The legal obligation to keep the property in proper repair
- The health and safety standards you need to keep
- Making sure that the contents comply with legal standards
- Plus much more

Your rights and obligations as a landlord will be set out in the tenancy agreement you enter into with your tenant, which in turn will be based on aspects of landlord/tenant law which we will cover in this module.

Knowing your rights and responsibilities will help you avoid or resolve differences you may have with your tenant.

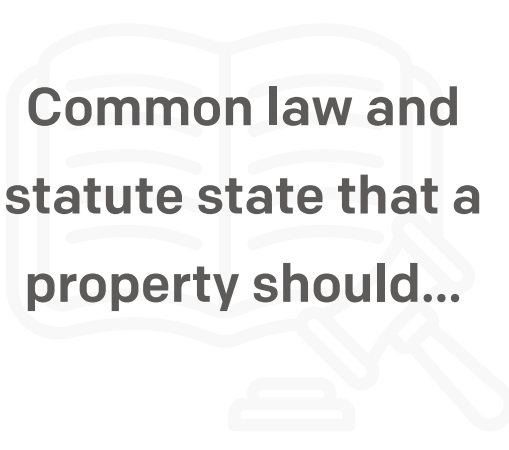
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2.2 Landlord responsibilities: repair and maintenance

Landlords are legally responsible to keep any property they let to tenants well maintained and in a good state of repair, both at the start of any tenancy and during that agreement period while the property is occupied.

There are legal requirements as well as principles of best practice that describe the conditions for safe and effective letting of property.



Common law and statute state that a property should...

Have an acceptable level of provision for health and safety

Allow normal use by tenants and visitors

Have no problems with damp and condensation

Have no unacceptable hazards at the start of the tenancy

Withstand normal weather

Accident or injury to the tenant due to poor property condition leaves the landlord liable for damages for personal injury.

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2.3 Legionnaire's Risk Assessment

2.3.1 What is Legionnaire's disease and Legionella bacteria?

Legionnaire's disease is a potentially fatal form of pneumonia caused by the inhalation of small droplets of contaminated water containing Legionella bacteria. All man-made hot and cold water systems (including air conditioning condenser equipment) are likely to provide an environment where Legionella can grow if not properly maintained and, in the case of air conditioning systems, regularly sanitised.

2.3.2 What are your responsibilities as a landlord?

Landlords have a responsibility to ensure their rentals are safe and free from hazards. Therefore, establishing whether Legionella is a potential health and safety risk within the household water system is vital. It is important to highlight that most households will be low risk, but you will need to demonstrate that this is the case. A low-risk property would have the following characteristics:

- Regular water usage resulting in the whole system being used, where water normally passes through the system on a daily basis with no dead end pipework where water can become stagnant.
- Cold water supplied direct from a mains water supply with no storage tanks.
- Hot water fed from instant heaters e.g. combi boiler at 50 °C.

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2.3.3 How to carry out a risk assessment

The Health & Safety Executive (HSE) recommends that landlords carry out a simple risk assessment. This should identify any areas that need to be addressed to maintain a low risk level. Consider the following measures:

- flushing out the system prior to letting the property. In addition, shower heads and hoses are disconnected and sanitised/descaled.
- avoiding debris getting into the system (e.g. ensure the cold water tanks, where fitted, have a tight fitting lid - both preventing contamination and allowing light in which could result in growth of slime).
- setting control parameters (e.g. setting the temperature of the hot water cylinder (calorifier) to ensure any hot water is stored at at least 60°C).
- make sure any redundant pipework identified is removed.

The assessment should be updated whenever there are any changes to the water system. It would also be prudent to inform your tenant of the results of the assessment and provide them with any relevant information, for example, to inform you if the heating is not working properly and to regularly clean showerheads.

For further reading on this;

visit <https://www.hse.gov.uk/legionnaires/legionella-landlords-responsibilities.htm>

2.3.4 Long term vacant properties

It is important that water is not allowed to stagnate within the water system, and so there should be careful management of properties left vacant for extended periods. As a general principle, outlets on hot and cold water systems should be used at least once a week to maintain a degree of water flow and minimise the chances of stagnation. Alternatively, you can drain down the property if you know it will be vacant in the long-term.

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2.4.1 Implied terms within a tenancy agreement

In addition to any repair responsibilities set out in the tenancy agreement; common law and statute will imply terms to the agreement between landlord and tenant.

These 'implied terms' are the 'un-said' obligations that a landlord must abide by. These obligations may not be specifically referred to in the tenancy agreement, but they are a 'given' by law and are 'implied' in all tenancy agreements.



1. Tenant has the right to 'quiet enjoyment'

A tenant should be allowed 'quiet enjoyment' of their home without intrusion or disturbance.

This means a landlord does not have the right to turn up unannounced to the property.



2. Tenant must use the property in a 'tenant-like manner'

A 'tenant-like manner' has been defined in case law as 'to do the little jobs about the place which a reasonable tenant would do' – such as putting the bins out, unblocking sinks etc.



3. The tenant should not permit waste to accumulate

This means the tenant has the responsibility to ensure the property is not damaged deliberately and is kept clean and free from rubbish.



4. The landlord must allow for fair wear and tear

This means that the tenant should leave the property in the same condition as when they took possession. However some wear and tear is expected from everyday use.



5. The tenant must not use the rent to pay for repairs

Tenants must report repairs to the landlord/agent, as using the rent to pay for repairs could result in eviction from the property.

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2.4.2 Statutory implied terms

Remember that statutory implied terms apply to all landlords and you cannot escape them. For example a landlord cannot 'write them out' of a tenancy agreement. It is therefore important to know a little about the legal side of what is expected of landlords.

1. Repair

Section 11 of the Landlord and Tenant Act 1985 implies a term into tenancy agreements that states a landlord shall keep in repair:

- a) the structure and exterior of the dwelling
- b) the installations for the supply of water, gas, electricity and sanitation
- c) the installations for the supply of space heating and water heating
- d) the communal areas and installations associated with the dwelling where these are controlled by the landlord.

2. Access to property

Section 11 sub section (6) of the Landlord and Tenant Act 1985 implies a term into the tenancy agreement that where landlords have repairing responsibilities, they have the right to access the property for the purpose of viewing its condition and state of repair.

Access can only be at reasonable times of the day and after giving the tenant not less than 24 hours' notice in writing.

Note that although section 11(6) gives the landlord the right to enter the property (after having given notice), this does not mean that the landlord is entitled to enter the property at that time if the tenant asks the landlord not to. However, if the particular appointment time is inconvenient, the tenant will be expected to consent to an appointment at another time. If the tenant refuses to allow the landlord access at all, the tenant will be in breach of their tenancy agreement, because the right of access is an implied term of the agreement. In some circumstances (for example if the property is clearly in disrepair) this may entitle the landlord to apply for an order for possession. Landlords should be wary about entering the property when the tenant is not there.

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2.4.2 Statutory implied terms

3. Defective Premises

Section 4 of the Defective Premises Act 1972 places a duty of care on the landlord. This duty applies to defects the landlord knew about or should have known about therefore ignorance of a defect does not remove the landlord's liability.

It is for this reason that it is important that landlords (or their agents) carry out regular checks on the property.

Section 4 of this act provides tenants or other affected persons with the right to seek compensation for personal injury or damage to property, so ensuring properties are free from hazards will protect the tenant and the landlord.

4. Occupiers' Duty of Care

Section 2 of the Occupiers' Liability Act 1957 states that the occupier of a property has a duty of care to all visitors who come onto their premises.

This applies to landlords where they are the legal occupier of some parts of their rented stock, e.g. shared-use areas such as lifts, staircases and entrance lobbies, grounds, car parks etc.

The duty means that landlords need to take reasonable care in all circumstances to see that a visitor is reasonably safe in using the premises for its purpose.

The landlord is liable for any injury caused to a visitor as a result of defects in the part of the building occupied by the landlord.

There are also obligations to repair and maintain under:

- *The Housing Health and Safety Rating System*
- *Responsibilities for gas and electrical safety*
- *Furnishings and fire safety*
- *Responsibilities of managers of Houses of Multiple Occupation.*
- *The Renters' Rights Act 2025*

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You have reached the end of Module 2.

Please now complete the end of module test.



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