

WHAT ARE LANDLORDS' AND PROPERTY OWNERS' RAT RESPONSIBILITIES?

A landlord is responsible for dealing with pest problems if:

1. Repairs for which the landlord is responsible under the tenancy agreement, are required to stop the infestation.
2. An infestation makes the rented property unsafe to live in. In dealing with this, the [*Homes \(Fitness for Human Habitation\) Act 2018*](#) came into force on 20 March 2019 to ensure rented houses and flats are: 'fit for human habitation'. All assured shorthold tenancies will become subject to it from April 2020.

Homes should be free from anything that could cause serious harm, including pet infestation. This cannot be avoided or contracted out of by the landlord. Responsible landlords are unlikely to be affected by the new provisions, but those less responsible will need to take action to ensure they carry out repairs or put right health and safety issues, as they may face claims for compensation.

3. The key issue and question for the court when considering if a landlord is in breach of *the Act* will be whether the dwelling is '**not reasonably suitable for occupation in that condition.**'
4. For liability to attach, the landlord must be on notice of the unfitness and have failed to rectify it within a reasonable period. If the infestation is in communal areas, then notice to the landlord is not required, but issues should be dealt with in a timely manner.
5. There are exceptions under *the Act*, in particular a landlord is not responsible for unfitness caused by the tenant's **failure to behave in a tenant-like manner or that results from the tenant's breach of covenant**
6. If a landlord receives notice from a tenant of a rat infestation and deals with it appropriately and in a reasonable period to ensure the property is safe, then there should be a defence.
7. If there is evidence that rat infestation is as a result of a tenant's behaviour, (for example by not disposing of rubbish appropriately) while the landlord will wish to remedy the problem, consideration will be made as to whether to charge a tenant if the exception to *the Act* applies.

The best way for landlords to ensure they are in the best position to deal with pest control and can defend any claims that are pursued under *the Act* are:

- To ensure the property is cleaned and in a good state or repair prior to the start of a new tenancy, to record this and take detailed photographs.
- The tenancy agreement should include a provision that the tenant is to keep the home clean and tidy and free from rubbish which could attract pest problems. If pest problems occur as a result of the tenant's actions, it should be made clear that a charge could be made.
- To include a term in the tenancy agreement that any concerns as to pest control must be reported immediately.
- To record any complaints of infestation made by a tenant.
- To respond quickly to such complaints and record inspections, following a complaint. Take photographs if necessary.
- Where there are communal areas, ensure there is a system for cleaning, inspecting and maintaining the areas regularly.

A difficulty for landlords may be proving the exact cause of the pest problem and whether they can charge a tenant for breaching their tenancy agreement if it appears they may have caused the infestation to occur.

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