

Repairs and housing conditions in rented homes

A guide for constituents

July 2026



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1. Background

The information in this guide is based primarily on the Renting Homes (Wales) Act 2016 (“the Act”). The legislation sets the rules which most residential tenancies in Wales must follow.

Who is covered by this guide?

Under the Act, a tenancy agreement between a landlord and a tenant is known as an **occupation contract**. An occupation contract sets out the rights and responsibilities of both tenants and landlords.

This guide is aimed at tenants and landlords who have an occupation contract in social or private rented housing. Most tenancy agreements in Wales are occupation contracts, but there are some exceptions.

This includes:

- Some types of temporary or supported accommodation;
- Some agricultural tenancies;
- Armed forces accommodation;
- Asylum accommodation;
- Accommodation that is shared with the landlord (e.g. lodging arrangements);
- Accommodation rented to people under the age of 18;
- Business tenancies;
- Tenancy agreements that began before January 1989; and
- Holiday lets.

The full details of tenancies not covered is set out in Schedule 2 of the Act.

Checking your contract terms

The Act sets out some terms which must be included in all occupation contracts, and some terms which may be included.

Table 1: Types of contract terms

Fundamental terms	These must be included in all occupation contracts. Some fundamental terms can be changed or taken out, but only if this benefits the tenant and if they have consented to the changes
Supplementary terms	These must be included in all occupation contracts, unless the tenant has agreed that they be changed or taken out.
Additional terms	These may be included in an occupation contract, if agreed between a landlord and a tenant. They must be compatible with the fundamental or supplementary terms set out in the Act.

Rent Smart Wales has published [a guide to contract terms](#) on their website.

You should always check your contract to understand what your rights or obligations are. Although there are some things that all occupation contracts must include, each contract may have different terms and conditions.

2. What standards must rented homes meet?

Landlords are required by law to ensure the property they let is fit for human habitation and in repair.

These obligations are set out in the [Renting Homes \(Wales\) Act 2016](#) (“the Act”). They are known as **fundamental provisions**, which means they must be included in all tenancy contracts (provided they are for a term of less than 7 years).

Obligation to ensure a dwelling is fit for human habitation

Landlords are required to [ensure a rented home is fit for human habitation](#), both at the beginning of a tenancy and throughout the period of a contract.

The law does not specify criteria that a property must meet in order to be deemed fit for human habitation. Instead, there are [29 ‘matters and circumstances’](#) which must be considered when determining whether a property is fit for human habitation (see Table 2 below).

The intention of the Act is that a property should be free from hazards associated with these matters and circumstances, and that landlords should work to prevent such hazards from arising.

However, there are limits on what landlords are expected to do. The law states there is no liability if a landlord cannot make the property fit for human habitation “at reasonable expense”. A landlord is not required to keep in repair anything which the tenant is entitled to remove from the property, nor to rebuild or reinstate the property in the case of damage by fire, storm, flood or other inevitable accident.

Table 2: The 29 matters and circumstances for determining Fitness for Human Habitation

Damp and mould growth	Crowding and space	Falling on stairs etc
Cold	Entry by intruders	Falling between levels
Heat	Lighting	Electrical hazards
Asbestos and Manufactured Mineral Fibres	Noise	Fire
Biocides	Domestic hygiene, pests and refuse	Flames, hot surfaces etc
Carbon monoxide and fuel combustion products	Food safety	Collision and entrapment
Lead	Personal hygiene, sanitation and drainage	Explosions
Radiation	Water supply	Position and operability of amenities etc
Uncombusted fuel gas	Falls associate with baths etc	Structural collapse and falling elements
Volatile organic compounds (VOCs)	Falling on surfaces	

Source: ***The Renting Homes (Fitness for Human Habitation) (Wales) Regulations 2022***

Regulations also **place some specific requirements** on landlords to help prevent hazards from arising. Landlords **must ensure**:

- There is a working smoke alarm on each storey of the dwelling, which is connected to the electrical supply and inter-linked with all other smoke alarms;
- There is a working carbon monoxide alarm in any room which has a gas, oil or solid fuel burning appliance installed; and
- There is periodic inspection and testing of electrical installations, and that the property has a valid Electrical Installation Condition Report (EICR).

The Welsh Government has published **guidance for landlords** which sets out their obligations under the law and actions that may be taken to ensure a property is fit for human habitation.

Obligation to keep the dwelling in repair

Landlords are required to **ensure a rented home is kept in repair**. This means they must:

- keep in repair the structure and exterior of the dwelling (including drains, gutters and external pipes), and
- keep in repair and proper working order the service installations (such as water, gas and electricity).

The Act says that a rented home must be kept in repair to a standard which is reasonable “having regard to the age and character of the dwelling”, and to the period the property is likely to be available for occupation as a home.

A landlord is only expected to carry out works or repairs if the defect is having an impact on a tenant’s use or enjoyment of the property.

Additional standards for social homes

As well as meeting these legal obligations, social landlords in Wales are also required to ensure that all social homes meet and maintain the **Welsh Housing Quality Standard** (WHQS).

The WHQS says that all social homes must:

- Be in a good state of repair;

- Be safe and secure;
- Be affordable to heat and have minimal environmental impact;
- Have an up-to-date kitchen and utility area;
- Have an up-to-date bathroom;
- Be comfortable and promote wellbeing;
- Have a suitable garden; and
- Have an attractive outside space.

There are specific requirements within each of these elements which must be achieved in order for a social home to meet the standard.

Although a social home may not currently meet the standard at the moment, social landlords must work towards achieving it. All social homes are expected to meet the WHQS by 2034, though some elements relating to energy efficiency and decarbonisation may be achieved at a later date.

The WHQS does not apply to privately rented homes.

3. What rights and responsibilities do tenants have?

Tenants have legal rights and responsibilities when it comes to repairs and the condition of the property they are renting.

Most of these are supplemental terms, which means they must be included in occupation contracts unless the tenant has agreed they be taken out. However, you should always check your own occupation contract to understand what your own rights and responsibilities are.

Care of the property

Tenants are **not liable** for general wear and tear to the property. However, they do have general obligations to look after the property. This includes:

- Taking care of the dwelling, including fixtures, fittings and any items listed in the inventory;
- Not removing fixtures, fittings or items without agreement from the landlord;
- Keeping the dwelling in reasonable decorative order; and
- Not keeping anything that would pose a health and safety risk in the property.

A landlord may not be liable for carrying out repairs if the problem has come about because of something a tenant (or their guests) did, or because of a lack of due care. If a tenant believes they (or their guest) are responsible for the damage or disrepair, **the tenant may be obliged** to repair or replace items themselves.

Repairs

Tenants **are usually required** to report any issues, defects or disrepair to the landlord as soon as is reasonably practicable.

Landlords are expected to carry out works **within a reasonable time** after becoming aware of the issue. If you live in **social housing**, there are particular

timescales in which your landlord is expected to inspect and rectify certain hazards (see Box 1 below).

Landlords **are also responsible for** making good any damage caused by works and repairs.

Box 1: Timescales for investigating and addressing hazards in social housing

From April 2026, social landlords will be expected to investigate and remedy certain hazards within set timescales (depending on the severity of the risk). These rules were created through **an addendum to the Welsh Housing Quality Standard** (WHQS).

The following timescales will apply:

- **For hazards with an assessed likelihood of imminent harm** – social landlords must investigate within 24 hours, and remedy within a further 24 hours.
- **For hazards with no assessed likelihood of imminent harm** – social landlords must investigate within 10 working days, and remedy within a further 5 working days.

In cases where it is not possible to remedy a hazard within these timescales, social landlords must provide a written summary plan to the tenant within 5 working days. The plan should state the nature of the hazard and what action will be taken to make the property safe.

The new rule applies to all **HHSRS (Housing Health and Safety Rating System)** hazards, other than overcrowding, which:

- present a potential significant risk to the tenant or occupier; and
- result from building component defects or disrepair within the landlord's control.

Social landlords will also be required to take into account the circumstances of tenants, including any vulnerabilities, when assessing the risk posed by a reported hazard.

Granting access to the property

A landlord **has the right** to enter the dwelling at any reasonable time in order to inspect or undertake repairs. However, they must give the contract holder at least 24 hours' notice before doing so.

In the event of an emergency, a landlord has the right to enter the dwelling **without giving notice** and without seeking the permission of the tenant. An emergency would usually mean something which poses an imminent threat to tenants' health and safety, or which requires immediate action to prevent damage to the property.

Withholding rent

Under the Act, tenants are **not liable to pay rent** for the period where a property is not 'fit for human habitation' (see Section 2).

This is a supplementary term however, which means it may be removed from an occupation contract if a tenant agrees to doing so.

The Welsh Government has published **guidance for tenants** on fitness for human habitation. It says that tenants should think carefully about whether withholding rent is the right thing to do, and warns that:

"A landlord and ultimately a court may not agree the property is unfit for human habitation. Consequently, the contract-holder may find themselves in rent arrears and possibly subject to possession proceedings."

In cases where a tenant decides to withhold rent, the guidance recommends that they set the rent aside until the issue is resolved. Shelter Cymru **also advises** tenants to keep the money to one side if they decide to withhold rent, so that they can pay off arrears quickly if needed.

Protection from eviction

Tenants who have asked for repairs have **some protection** from 'retaliatory eviction'.

A retaliatory eviction is where a landlord decides to use a 'no-fault' eviction (i.e. a possession order under **Section 173 of the Renting Homes (Wales) Act 2016**) to evict a tenant in order to avoid their obligation to keep the property in repair

and fit for human habitation. If a court decides that an eviction is retaliatory, it can refuse to allow a landlord's order for possession.

A landlord is also **prohibited from** issuing a 'no-fault' eviction notice in cases where they are not compliant with certain legal requirements. This includes cases where a property is deemed 'not fit for human habitation' (see Section 2) due to:

- failure to ensure that working smoke alarms and carbon monoxide alarms are installed;
- failure to supply an electrical condition report; or
- failure to provide a gas safety report.

However, these protections only apply where a landlord uses a 'no-fault' eviction. A landlord may still evict a tenant on other grounds (e.g. if they are in rent arrears).

Breach of contract

Tenants may be considered in breach of contract if they do not meet the obligations set out above (e.g. to take care of the property or grant access for repairs).

The Act provides that a landlord can seek to evict the tenant by **making a claim for possession** on the grounds that the tenant has breached the contract. The court may not make an order for possession on these grounds unless it considers it reasonable to do so, considering the nature, frequency and the duration of the tenant's breach. The circumstances will depend on each individual contract.

You should seek advice if you have received a claim for possession. Sources of advice and help are listed at the end of this guide.

Senedd Research has also published **a guide on getting legal advice**.

4. What if repairs are delayed or not done?

There are several options if you are struggling to get your landlord to carry out repairs. Your options will be different depending on whether you live in social housing or rent from a private landlord.

Repairs or poor property conditions should be reported to the landlord or the letting agent in the first instance.

Rent Smart Wales has published [guidance on their website](#) for private tenants who wish to report repairs. Organisations like [Shelter Cymru](#) and [Citizens Advice](#) also publish advice for social and private tenants about how to report repairs and what information to provide.

Complaining to your landlord

If your landlord or agent has not arranged repairs, or if they are taking a long time to act, you can complain to them directly.

In your complaint, it may be useful to describe what the problem is and what action you would like the agent or landlord to take.

If you live in **social housing**, your council or housing association landlord should have a complaints policy which sets out how to complain and what to expect. Many will publish their complaints policy online, or you can ask your landlord to provide a copy.

Complaining to the Public Services Ombudsman for Wales

If you live in **social housing**, you may be able to complain to the Public Services Ombudsman for Wales about your council or housing association landlord.

The Ombudsman [can investigate](#) whether a social landlord has failed to carry out repairs, or has not completed repairs within a reasonable time. However, a tenant must have complained to the landlord and given them a reasonable

opportunity to respond to the complaint before bringing an issue to the Ombudsman.

There is information about [how to complain](#) on the Public Services Ombudsman for Wales website.

The Public Services Ombudsman for Wales cannot deal with complaints about private landlords.

Reporting a problem to the local environmental health team

Local authorities are responsible for enforcing housing standards in their local area. They have powers under the [Housing Act 2004](#) to inspect properties and to take enforcement action where hazards are identified.

You can ask the local authority to inspect the property if you believe there is a hazard which is a risk to your health and safety.

An environmental health officer will usually use the [Housing Health and Safety Rating System](#) (HHSRS) to assess whether there are hazards in the property which are likely to pose a risk to the resident, and how serious the harm could be. If an inspection finds there are serious hazards, the local authority [is required](#) to take enforcement action to ensure the owner addresses the problem.

However, local authorities cannot take enforcement action against themselves, which means they cannot use their powers in relation to council-owned properties.

Reporting a problem to Rent Smart Wales

If you rent from a **private landlord** and they have failed to carry out repairs for which they are responsible, you could consider [reporting them to Rent Smart Wales](#).

[Rent Smart Wales](#) is the licensing authority for private landlords in Wales. They are responsible for ensuring landlords comply with certain requirements under the law, including taking enforcement action where appropriate.

Rent Smart Wales cannot investigate property conditions or force your landlord to carry out repairs, but they may be able to ensure your landlord or agent is complying with other aspects of the law.

Rent Smart Wales cannot deal with complaints about council or housing association landlords.

Take legal action

A tenant may be able to take their landlord to court if they have failed to meet their legal obligations to carry out necessary repairs within a reasonable time.

Before taking legal action, you will need to show that you have tried to sort out the problem with your landlord first, and that you have given them a reasonable amount of time to respond.

A court may order a landlord to carry out specific repairs by a particular time or, in some circumstances, to pay a tenant compensation. However, going to court can be expensive and if you lose the case you may have to pay for your landlord's legal costs.

Shelter Cymru **advises that** going to court can be a long and complicated process, and that it may be best to try other options to resolve the problem first. Citizens Advice has **information on their website** about what tenants should consider when thinking about taking legal action.

You should seek legal advice before considering taking your landlord to court. There are advice services that can give you free, independent advice and, in some cases, may be able to represent you in court if needed.

Sources of advice and help are listed at the end of this guide. Senedd Research has also published **a guide on getting legal advice**.

Claims management companies are firms or individuals that can help you to take legal action. If you use a claims management company, you will need to pay a fee or give them a percentage of any compensation you receive.

Firms that provide claims management services must be authorised by the Financial Conduct Authority or by a legal regulator. There are rules about what a company can and cannot do when representing you.

You can read more about claims management companies and find out how to check a company's credentials on the **Financial Conduct Authority website**.

5. Getting advice and support

You can contact the following organisations to get advice or support with a housing problem.

Shelter Cymru

Shelter Cymru can provide information, advice and support with housing issues. You can contact Shelter Cymru in the following ways:

- A **telephone helpline** open 9am-4pm Monday-Friday (08000 495 495)
- **Instant messaging service** open 9am-4pm Monday-Friday

Shelter Cymru publishes **information and advice about repairs and poor housing conditions** on their website.

Citizens Advice

Citizens Advice provides advice online, over the phone, and in person, for free. You can get advice by:

- Calling the Advicelink service, open 9am – 5pm Monday-Friday (0800 702 2020)
- Using their **online chat**, open 9am to 5pm, Monday to Friday.
- Contacting your **local Citizens Advice office**.

Citizens Advice publishes **information and advice about repairs and housing conditions** on their website.