



# Housing Act 1988

## 1988 CHAPTER 50

### PART V

#### MISCELLANEOUS AND GENERAL

##### *Leases*

#### **116 Repairing obligations in short leases.**

- (1) In section II of the <sup>M1</sup> Landlord and Tenant Act 1985 (repairing obligations in short leases) after subsection (1) there shall be inserted the following subsections—

“(1A) If a lease to which this section applies is a lease of a dwelling-house which forms part only of a building, then, subject to subsection (IB), the covenant implied by subsection (1) shall have effect as if—

- (a) the reference in paragraph (a) of that subsection to the dwelling-house included a reference to any part of the building in which the lessor has an estate or interest; and
- (b) any reference in paragraphs (b) and (c) of that subsection to an installation in the dwelling-house included a reference to an installation which, directly or indirectly, serves the dwelling-house and which either—
  - (i) forms part of any part of a building in which the lessor has an estate or interest; or
  - (ii) is owned by the lessor or under his control.

(1B) Nothing in subsection (1A) shall be construed as requiring the lessor to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the lessee’s enjoyment of the dwelling-house or of any common parts, as defined in section 60(1) of the Landlord and Tenant Act 1987, which the lessee, as such, is entitled to use.”

- (2) After subsection (3) of that section there shall be inserted the following subsection—

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**Changes to legislation:** *Housing Act 1988, Section 116 is up to date with all changes known to be in force on or before 20 January 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes*

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“(3A) In any case where—

- (a) the lessor’s repairing covenant has effect as mentioned in subsection (IA), and
- (b) in order to comply with the covenant the lessor needs to carry out works or repairs otherwise than in, or to an installation in, the dwelling-house, and
- (c) the lessor does not have a sufficient right in the part of the building or the installation concerned to enable him to carry out the required works or repairs,

then, in any proceedings relating to a failure to comply with the lessor’s repairing covenant, so far as it requires the lessor to carry out the works or repairs in question, it shall be a defence for the lessor to prove that he used all reasonable endeavours to obtain, but was unable to obtain, such rights as would be adequate to enable him to carry out the works or repairs.”

- (3) At the end of section 14(4) of the said Act of 1985 (which excludes from section II certain leases granted to various bodies) there shall be added—

“a housing action trust established under Part 111 of the Housing Act 1988”.

- (4) The amendments made by this section do not have effect with respect to—

- (a) a lease entered into before the commencement of this Act; or
- (b) a lease entered into pursuant to a contract made before the commencement of this Act.

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**Marginal Citations**

**M1** 1985 c.70.

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**Changes and effects yet to be applied to :**

- specified provision(s) savings for amendments by 2018 anaw 1, s. 6, Sch. 6 by [S.I. 2019/110 reg. 5](#)

**Changes and effects yet to be applied to the whole Act associated Parts and Chapters:**

- Act savings and transitional provisions for amendments by S.I. 2022/1166 by [S.I. 2022/1172 Regulations](#)