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**Changes to legislation:** Landlord and Tenant Act 1954, FIRST SCHEDULE is up to date with all changes known to be in force on or before 17 April 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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## SCHEDULES

### FIRST SCHEDULE

Section 8.

#### SUPPLEMENTARY PROVISIONS AS TO PAYMENTS FOR ACCRUED TENANT'S REPAIRS

##### PART I

###### PROVISIONS AS TO MAKING OF PAYMENT IN LUMP SUM

- 1 Subject to the provisions of this Part of this Schedule, a payment for accrued tenant's repairs which is to be payable otherwise than by instalments shall become payable when the relevant initial repairs have been completed, unless the landlord and the tenant agree that it shall become payable wholly or in part at some other date.
- 2 Where it is determined by the court that a payment for accrued tenant's repairs is to be payable otherwise than by instalments, the court may determine that any specified part of the payment shall become payable when any specified part of the relevant initial repairs has been completed.
- 3 A payment for accrued tenant's repairs which is payable otherwise than by instalments, or any part of such a payment, shall be recoverable from the tenant.
- 4 (1) Where it has been agreed or determined that a payment for accrued tenant's repairs should be paid otherwise than by instalments, and the period of the statutory tenancy ends before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the following provisions shall have effect.
  - (2) If the relevant initial repairs have not been begun and are no longer required, then notwithstanding anything in section eight of this Act no payment for accrued tenant's repairs shall be recoverable.
  - (3) In any other case, the time for recovery of the payment for accrued tenant's repairs shall be the same as if all the relevant initial repairs had been completed immediately before the end of the period of the statutory tenancy, and the amount of the payment shall be as hereinafter provided:—
    - (a) if the relevant initial repairs have not been begun, the amount of the payment shall be the estimated cost of the repairs or of so much thereof as is still required;
    - (b) if the relevant initial repairs have been begun but not completed, the amount of the payment shall be an amount equal to the expenses reasonably incurred by the landlord for the purposes of so much of the relevant initial repairs as has been carried out together (unless the remainder is no longer required) with the estimated cost of the remainder or of so much thereof as is still required:

Provided that there shall be disregarded so much (if any) of the said expenses or estimated cost as is recoverable by the landlord otherwise than from the tenant or his predecessor in title.

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- (4) Any question arising under this paragraph whether repairs are no longer required, whether any expenses were incurred, or reasonably incurred, by the landlord, or as to the amount of the estimated cost of any repairs shall be determined by agreement between the landlord and the tenant or by the court on the application of either of them.
- (5) For the purposes of this paragraph initial repairs shall be deemed to be no longer required after the end of the period of the statutory tenancy if, and only if, it is shown that the dwelling-house, in whatever state of repair it may then be, is at or shortly after the end of that period to be pulled down, or that such structural alterations are to be made in the dwelling-house as would render those repairs valueless if they were completed.
- (6) In a case falling within sub-paragraph (1) of this paragraph where a payment for accrued tenant's repairs would, apart from this paragraph, include an amount in respect of cost incurred by the landlord in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the following provisions shall have effect—
- (a) that amount shall be recoverable notwithstanding anything in sub-paragraph (2) of this paragraph;
  - (b) in a case falling within sub-paragraph (3) of this paragraph the said amount shall be recoverable in addition to the amount specified in that sub-paragraph;
  - (c) the time for recovery of the said amount shall, as well in a case falling within sub-paragraph (2) of this paragraph as in one falling within sub-paragraph (3) thereof, be that mentioned in the said sub-paragraph (3).
- 5 In relation to a case where the court exercises the power conferred by paragraph 2 of this Schedule references in the last foregoing paragraph to the relevant initial repairs shall be construed as references to any such part of those repairs as is referred to in the said paragraph 2, being a part which at the material time has not been begun or, as the case may be, has been begun but not completed, and references to the payment for accrued tenant's repairs shall be construed accordingly.

## PART II

### PROVISIONS AS TO MAKING OF PAYMENT BY INSTALMENTS

- 6 Subject to the provisions of this Part of this Schedule, where under Part I of this Act it is agreed or determined that a payment for accrued tenant's repairs is to be payable by instalments, the instalments shall become payable at the times so agreed or determined.
- 7 Any such instalment becoming payable at a time falling before the end of the period of the statutory tenancy shall be payable by the tenant.
- 8 (1) Where the landlord is not the immediate landlord of the dwelling-house, the landlord and the immediate landlord may serve on the tenant a notice in the prescribed form requiring him to pay the instalments of the payment for accrued tenant's repairs to the immediate landlord for transmission to the landlord.
- (2) A notice under the last foregoing sub-paragraph may be revoked by a subsequent notice given to the tenant by the landlord, with or without the concurrence of the immediate landlord.

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- 9 Any instalment becoming payable at a time when the landlord is the immediate landlord or when a notice under sub-paragraph (1) of the last foregoing paragraph is in force shall be recoverable by the immediate landlord in the like manner and subject to the like provisions as the rent . . . <sup>F1</sup>.

#### Textual Amendments

**F1** Words repealed by Leasehold Reform Act 1967 (c. 88), Sch. 5, Sch. 7 Pt. I

- 10 If the period of the statutory tenancy comes to an end before all instalments of the payment for accrued tenant's repairs have been paid, the remaining instalments shall become payable immediately after the end of that period, shall be recoverable by the person who immediately before the end thereof was the landlord, and shall be so recoverable from the person who immediately before the end thereof was the tenant.
- 11 In the application of the last foregoing paragraph to a case where the period of the statutory tenancy comes to an end before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the provisions of paragraph 4 of this Schedule shall have effect (with the necessary modifications) for limiting the recovery of any remaining instalments under the last foregoing paragraph.
- 12 Where, during the period of the statutory tenancy and before all instalments of the payment for accrued tenant's repairs have become payable, the interest of the landlord comes to an end or ceases to be an interest falling within paragraphs (a) and (b) of the proviso to subsection (4) of section twenty-one of this Act, he shall thereupon be entitled to recover from the person who thereupon becomes the landlord such amount (if any) as is equal to so much of the expenses reasonably incurred by the landlord—
- (a) in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy; and
  - (b) for the purposes of the relevant initial repairs;
- as is recoverable from the tenant and has not been recovered.

### PART III

#### VARIATION OF AGREEMENT OR DETERMINATION AS TO TIME FOR MAKING PAYMENT

- 13 The tenant may apply to the court for the variation, on the grounds and to the extent hereinafter specified, of any agreement or determination for the making of a payment for accrued tenant's repairs.
- 14 The grounds on which an agreement or determination may be varied on an application under the last foregoing paragraph are the following:—
- (a) that the expenditure reasonably incurred by the landlord in carrying out the relevant initial repairs substantially exceeded the estimated cost thereof; or
  - (b) that the applicant is not the person who was the tenant at the time of the previous agreement or determination and that there are considerations arising out of the personal circumstances of the applicant which ought to be taken into account in determining the manner of making the payment.

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- 15 The extent to which an agreement or determination may be so varied on an application under paragraph 13 of this Schedule is the following:—
- (a) if the agreement or determination was for the making of the payment otherwise than by instalments, and the payment has not been fully made, by substituting therefor a determination that the payment or balance of the payment should be made by instalments;
  - (b) if the agreement or determination was for the making of a payment by instalments, by substituting for the instalments agreed or determined instalments of such smaller amounts, payable at such times, as may be determined by the court.
- 16 Where an agreement or determination is varied under this Part of this Schedule, the foregoing provisions of this Schedule shall thereafter apply with the necessary modifications.

## PART IV

### SUPPLEMENTARY

- 17 Any failure by the tenant to make a payment for accrued tenant’s repairs, or any part or instalment of such a payment, at the time when it becomes due shall be treated as a breach of the obligations of the tenancy for the purposes of [F<sup>2</sup>Case 1 in [F<sup>3</sup>Schedule 15] to the Rent Act] (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

#### Textual Amendments

- F2** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))
- F3** Words substituted by [Rent Act 1977 \(c. 42\)](#), s. 155(2), [Sch. 23 para. 19](#)

- 18 Where any sum in respect of a payment for accrued tenant’s repairs has been recovered in advance of the carrying out of the relevant initial repairs, then in any case where paragraph 4 or 11 of this Schedule applies such repayment shall be made as may be just.
- 19 In this Schedule the expression “immediate landlord” means the person who as respects the dwelling-house is the landlord of the tenant for the purposes of the [F<sup>4</sup>Rent Act] and the expression “relevant initial repairs” means the repairs in respect of which the payment for accrued tenant’s repairs is payable.

#### Textual Amendments

- F4** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))

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

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 34(5) inserted by [2022 c. 46 s. 61\(5\)](#)
- s. 34A inserted by [2022 c. 46 s. 61\(2\)](#)
- s. 34B34C inserted by [2022 c. 46 s. 63](#)
- s. 63(2A)-(2C) inserted by [2022 c. 46 s. 65](#)