



Landlord and Tenant Act 1985

1985 CHAPTER 70

An Act to consolidate certain provisions of the law of landlord and tenant formerly found in the Housing Acts, together with the Landlord and Tenant Act 1962, with amendments to give effect to recommendations of the Law Commission. [30th October 1985]

BE IT ENACTED by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows;—

Information to be given to tenant

1 Disclosure of landlord's identity.

- (1) If the tenant of premises occupied as a dwelling makes a written request for the landlord's name and address to—
 - (a) any person who demands, or the last person who received, rent payable under the tenancy, or
 - (b) any other person for the time being acting as agent for the landlord, in relation to the tenancy,that person shall supply the tenant with a written statement of the landlord's name and address within the period of 21 days beginning with the day on which he receives the request.
- (2) A person who, without reasonable excuse, fails to comply with subsection (1) commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.
- (3) In this section and section 2—
 - (a) "tenant" includes a statutory tenant; and
 - (b) "landlord" means the immediate landlord.

2 Disclosure of directors, &c. of corporate landlord.

- (1) Where a tenant is supplied under section 1 with the name and address of his landlord and the landlord is a body corporate, he may make a further written request to the landlord for the name and address of every director and of the secretary of the landlord.
- (2) The landlord shall supply the tenant with a written statement of the information requested within the period of 21 days beginning with the day on which he receives the request.
- (3) A request under this section is duly made to the landlord if it is made to—
 - (a) an agent of the landlord, or
 - (b) a person who demands the rent of the premises concerned:and any such agent or person to whom such a request is made shall forward it to the landlord as soon as may be.
- (4) A landlord who, without reasonable excuse, fails to comply with a request under this section, and a person who, without reasonable excuse, fails to comply with a requirement imposed on him by subsection (3), commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

3 Duty to inform tenant of assignment of landlord's interest.

- (1) If the interest of the landlord under a tenancy of premises which consist of or include a dwelling is assigned, the new landlord shall give notice in writing of the assignment, and of his name and address, to the tenant not later than the next day on which rent is payable under the tenancy or, if that is within two months of the assignment, the end of that period of two months.
- (2) If trustees constitute the new landlord, a collective description of the trustees as the trustees of the trust in question may be given as the name of the landlord, and where such a collective description is given—
 - (a) the address of the new landlord may be given as the address from which the affairs of the trust are conducted, and
 - (b) a change in the persons who are for the time being the trustees of the trust shall not be treated as an assignment of the interest of the landlord.
- (3) A person who is the new landlord under a tenancy falling within subsection (1) and who fails, without reasonable excuse to give the notice required by that subsection, commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.
- (4) In this section—
 - (a) “tenancy” includes a statutory tenancy, and
 - (b) references to the assignment of the landlord's interest include any conveyance other than a mortgage or charge.

Provision of rent books

4 Provision of rent books.

- (1) Where a tenant has a right to occupy premises as a residence in consideration of a rent payable weekly, the landlord shall provide a rent book or other similar document for use in respect of the premises.
- (2) Subsection (1) does not apply to premises if the rent includes a payment in respect of board and the value of that board to the tenant forms a substantial proportion of the whole rent.
- (3) In this section and sections 5 to 7—
 - (a) “tenant” includes a statutory tenant and a person having a contractual right to occupy the premises; and
 - (b) “landlord”, in relation to a person having such a contractual right, means the person who granted the right or any successor in title of his, as the case may require.

5 Information to be contained in rent books.

- (1) A rent book or other similar document provided in pursuance of section 4 shall contain notice of the name and address of the landlord of the premises and—
 - (a) if the premises are occupied by virtue of a restricted contract, particulars of the rent and of the other terms and conditions of the contract and notice of such other matters as may be prescribed;
 - (b) if the premises are let on or subject to a protected or statutory tenancy, notice of such matters as may be prescribed.
- (2) If the premises are occupied by virtue of a restricted contract or let on or subject to a protected or statutory tenancy, the notice and particulars required by this section shall be in the prescribed form.
- (3) In this section “prescribed” means prescribed by regulations made by the Secretary of State, which—
 - (a) may make different provision for different cases, and
 - (b) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

6 Information to be supplied by companies.

- (1) Where the landlord of premises to which section 4(1) applies (premises occupied as a residence at a weekly rent) is a company, and the tenant serves on the landlord a request in writing to that effect, the landlord shall give the tenant in writing particulars of the name and address of every director and of the secretary of the company.
- (2) A request under this section is duly served on the landlord if it is served—
 - (a) on an agent of the landlord named as such in the rent book or other similar document, or
 - (b) on the person who receives the rent of the premises;and a person on whom a request is so served shall forward it to the landlord as soon as may be.

7 Offences.

- (1) If the landlord of premises to which section 4(1) applies (premises occupied as a residence at a weekly rent) fails to comply with any relevant requirement of—
 section 4 (provision of rent book),
 section 5 (information to be contained in rent book), or
 section 6 (information to be supplied by companies),
 he commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.
- (2) If a person demands or receives rent on behalf of the landlord of such premises while any relevant requirement of—
 section 4 (provision of rent book), or
 section 5 (information to be contained in rent book),
 is not complied with, then, unless he shows he neither knew nor had reasonable cause to suspect that any such requirement had not been complied with, he commits a summary offence and is liable to a fine not exceeding level 4 on the standard scale.
- (3) If a person fails to comply with a requirement imposed on him by section 6(2) (duty to forward request to landlord), he commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.
- (4) If a default in respect of which—
 (a) a landlord is convicted under subsection (1), or
 (b) another person is convicted of an offence under subsection (3),
 continues for more than 14 days after the conviction, the landlord or other person commits a further offence under that subsection in respect of the default.

*Implied terms as to fitness for human habitation***8 Implied terms as to fitness for human habitation.**

- (1) In a contract to which this section applies for the letting of a house for human habitation there is implied, notwithstanding any stipulation to the contrary—
 (a) a condition that the house is fit for human habitation at the commencement of the tenancy, and
 (b) an undertaking that the house will be kept by the landlord fit for human habitation during the tenancy.
- (2) The landlord, or a person authorised by him in writing, may at reasonable times of the day, on giving 24 hours' notice in writing to the tenant or occupier, enter premises to which this section applies for the purpose of viewing their state and condition.
- (3) This section applies to a contract if—
 (a) the rent does not exceed the figure applicable in accordance with the subsection (4), and
 (b) the letting is not on such terms as to the tenant's responsibility as are mentioned in subsection (5).
- (4) The rent limit for the application of this section is shown by the following Table, by reference to the date of making of the contract and the situation of the premises:

TABLE

<i>Date of making of contract</i>	<i>Rent limit</i>
Before 31st July 1923.	In London: £40. Elsewhere: £26 or £16 (see Note 1).
On or after 31st July 1923 and before 6th July 1957.	In London: £40. Elsewhere: £26.
On or after 6th July 1957.	In London: £80. Elsewhere: £52.

NOTES

1. The applicable figure for contracts made before 31st July 1923 is £26 in the case of premises situated in a borough or urban district which at the date of the contract had according to the last published census a population of 50,000 or more. In the case of a house situated elsewhere, the figure is £16.
2. The references to “London” are, in relation to contracts made before 1st April 1965, to the administrative county of London and, in relation to contracts made on or after that date, to Greater London exclusive of the outer London boroughs.

- (5) This section does not apply where a house is let for a term of three years or more (the lease not being determinable at the option of either party before the expiration of three years) upon terms that the tenant puts the premises into a condition reasonably fit for human habitation.
- (6) In this section “house” includes—
 - (a) a part of a house, and
 - (b) any yard, garden, outhouses and appurtenances belonging to the house or usually enjoyed with it.

9 Application of s. 8 to certain houses occupied by agricultural workers.

- (1) Where under the contract of employment of a worker employed in agriculture the provision of a house for his occupation forms part of his remuneration and the provisions of section 8 (implied terms as to fitness for human habitation) are inapplicable by reason only of the house not being let to him—
 - (a) there are implied as part of the contract of employment notwithstanding any stipulation to the contrary, the like condition and undertaking as would be implied under that section if the house were so let, and
 - (b) the provisions of that section apply accordingly, with the substitution of “employer” for “landlord” and such other modifications as may be necessary.
- (2) This section does not affect any obligation of a person other than the employer to repair a house to which this section applies, or any remedy for enforcing such an obligation.
- (3) In this section “house” includes—
 - (a) a part of a house, and
 - (b) any yard, garden, outhouses and appurtenances belonging to the house or usually enjoyed with it.

10 Fitness for human habitation.

In determining for the purposes of this Act whether a house is unfit for human habitation, regard shall be had to its condition in respect of the following matters—

- repair,
- stability,
- freedom from damp,
- internal arrangement,
- natural lighting,
- ventilation,
- water supply,
- drainage and sanitary conveniences,

facilities for preparation and cooking of food and for the disposal of waste water; and the house shall be regarded as unfit for human habitation if, and only if, it is so far defective in one or more of those matters that it is not reasonably suitable for occupation in that condition.

*Repairing obligations***11 Repairing obligations in short leases.**

- (1) In a lease to which this section applies (as to which, see sections 13 and 14) there is implied a covenant by the lessor—
 - (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
 - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
 - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.
- (2) The covenant implied by subsection (1) (“the lessor’s repairing covenant”) shall not be construed as requiring the lessor—
 - (a) to carry out works or repairs for which the lessee is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable but for an express covenant on his part,
 - (b) to rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
 - (c) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling-house.
- (3) In determining the standard of repair required by the lessor’s repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and the locality in which it is situated.
- (4) A covenant by the lessee for the repair of the premises is of no effect so far as it relates to the matters mentioned in subsection (1)(a) to (c), except so far as it imposes on the lessee any of the requirements mentioned in subsection (2)(a) or (c).

- (5) The reference in subsection (4) to a covenant by the lessee for the repair of the premises includes a covenant—
- (a) to put in repair or deliver up in repair,
 - (b) to paint, point or render,
 - (c) to pay money in lieu of repairs by the lessee, or
 - (d) to pay money on account of repairs by the lessor.
- (6) In a lease in which the lessor's repairing covenant is implied there is also implied a covenant by the lessee that the lessor, or any person authorised by him in writing, may at reasonable times of the day and on giving 24 hours' notice in writing to the occupier, enter the premises comprised in the lease for the purpose of viewing their condition and state of repair.

12 Restriction on contracting out of s. 11.

- (1) A covenant or agreement, whether contained in a lease to which section 11 applies or in an agreement collateral to such a lease, is void in so far as it purports—
- (a) to exclude or limit the obligations of the lessor or the immunities of the lessee under that section, or
 - (b) to authorise any forfeiture or impose on the lessee any penalty, disability or obligation in the event of his enforcing or relying upon those obligations or immunities,
- unless the inclusion of the provision was authorised by the county court.
- (2) The county court may, by order made with the consent of the parties, authorise the inclusion in a lease, or in an agreement collateral to a lease, of provisions excluding or modifying in relation to the lease, the provisions of section 11 with respect to the repairing obligations of the parties if it appears to the court that it is reasonable to do so, having regard to all the circumstances of the case, including the other terms and conditions of the lease.

13 Leases to which s. 11 applies: general rule.

- (1) Section 11 (repairing obligations) applies to a lease of a dwelling-house granted on or after 24th October 1961 for a term of less than seven years.
- (2) In determining whether a lease is one to which section 11 applies—
- (a) any part of the term which falls before the grant shall be left out of account and the lease shall be treated as a lease for a term commencing with the grant,
 - (b) a lease which is determinable at the option of the lessor before the expiration of seven years from the commencement of the term shall be treated as a lease for a term of less than seven years, and
 - (c) a lease (other than a lease to which paragraph (b) applies) shall not be treated as a lease for a term of less than seven years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to seven years or more.
- (3) This section has effect subject to—
- section 14 (leases to which section 11 applies: exceptions), and
 - section 32(2) (provisions not applying to tenancies within Part II of the Landlord and Tenant Act 1954).

14 Leases to which s. 11 applies: exceptions.

- (1) Section 11 (repairing obligations) does not apply to a new lease granted to an existing tenant, or to a former tenant still in possession, if the previous lease was not a lease to which section 11 applied (and, in the case of a lease granted before 24th October 1961, would not have been if it had been granted on or after that date).
- (2) In subsection (1)—
- “existing tenant” means a person who is when, or immediately before, the new lease is granted, the lessee under another lease of the dwelling-house;
- “former tenant is still in possession” means a person who—
- (a) was the lessee under another lease of the dwelling-house which terminated at some time before the new lease was granted, and
 - (b) between the termination of that other lease and the grant of the new lease was continuously in possession of the dwelling-house or of the rents and profits of the dwelling-house; and
- “the previous lease” means the other lease referred to in the above definitions.
- (3) Section 11 does not apply to a lease of a dwelling-house which is a tenancy of an agricultural holding within the meaning of the Agricultural Holdings Act 1948.
- (4) Section 11 does not apply to a lease granted on or after 3rd October 1980 to—
- a local authority,
 - a new town corporation,
 - an urban development corporation,
 - the Development Board for Rural Wales,
 - a registered housing association,
 - a co-operative housing association, or
 - an educational institution or other body specified, or of a class specified, by regulations under section 8 of the Rent Act 1977 (bodies making student lettings).
- (5) Section 11 does not apply to a lease granted on or after 3rd October 1980 to—
- (a) Her Majesty in right of the Crown (unless the lease is under the management of the Crown Estate Commissioners), or
 - (b) a government department or a person holding in trust for Her Majesty for the purposes of a government department.

15 Jurisdiction of county court.

The county court has jurisdiction to make a declaration that section 11 (repairing obligations) applies, or does not apply, to a lease—

- (a) whatever the net annual value of the property in question, and
- (b) notwithstanding that no other relief is sought than a declaration.

16 Meaning of “lease” and related expressions.

In sections 11 to 15 (repairing obligations in short leases)—

- (a) “lease” does not include a mortgage term;

- (b) “lease of a dwelling-house” means a lease by which a building or part of a building is let wholly or mainly as a private residence and “dwelling-house” means that building or part of a building;
- (c) “lessee” and “lessor” mean, respectively, the person for the time being entitled to the term of a lease and to the reversion expectant on it.

17 Specific performance of landlord’s repairing obligations.

- (1) In proceedings in which a tenant of a dwelling alleges a breach on the part of his landlord of a repairing covenant relating to any part of the premises in which the dwelling is comprised, the court may order specific performance of the covenant whether or not the breach relates to a part of the premises let to the tenant and notwithstanding any equitable rule restricting the scope of the remedy, whether on the basis of a lack of mutuality or otherwise.
- (2) In this section—
 - (a) “tenant” includes a statutory tenant,
 - (b) in relation to a statutory tenant the reference to the premises let to him is to the premises of which he is a statutory tenant,
 - (c) “landlord”, in relation to a tenant, includes any person against whom the tenant has a right to enforce a repairing covenant, and
 - (d) “repairing covenant” means a covenant to repair, maintain, renew, construct or replace any property.

Service charges

18 Meaning of “service charge” and “relevant costs”.

- (1) In the following provisions of this Act “service charge” means an amount payable by a tenant of a flat as part of or in addition to the rent—
 - (a) which is payable, directly or indirectly, for services, repairs, maintenance or insurance or the landlord’s costs of management, and
 - (b) the whole or part of which varies or may vary according to the relevant costs.
- (2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.
- (3) For this purpose—
 - (a) “costs” includes overheads, and
 - (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

19 Limitation of service charges: reasonableness.

- (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period—
 - (a) only to the extent that they are reasonably incurred, and
 - (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

- (2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.
- (3) An agreement by the tenant of a flat (other than an arbitration agreement within the meaning of section 32 of the Arbitration Act 1950) is void in so far as it purports to provide for a determination in a particular manner, or on particular evidence, of any question—
 - (a) whether costs incurred for services, repairs, maintenance, insurance or management were reasonably incurred,
 - (b) whether services or works for which costs were incurred are of a reasonable standard, or
 - (c) whether an amount payable before costs are incurred is reasonable.
- (4) A county court may make a declaration—
 - (a) that any such costs were or were not reasonably incurred,
 - (b) that any such services or works are or are not of a reasonable standard, or
 - (c) that any such amount is or is not reasonable,notwithstanding that no other relief is sought in the proceedings.

20 Limitation of service charges: estimates and consultation.

- (1) Where relevant costs incurred on the carrying out of works on a building exceed the limit specified in subsection (2), the excess shall not be taken into account in determining the amount of a service charge unless—
 - (a) the requirements of subsection (3) as to estimates and consultation have been complied with, or
 - (b) those requirements have been dispensed with by the court in accordance with subsection (5);and the amount payable shall be limited accordingly.
- (2) The limit is whichever is the greater of—
 - (a) £25, or such other amount as may be prescribed by order of the Secretary of State, multiplied by the number of flats in the building, or
 - (b) £500, or such other amount as may be so prescribed.
- (3) The requirements are:—
 - (a) At least two estimates for the works shall be obtained, one of them from a person wholly unconnected with the landlord.
 - (b) A notice accompanied by a copy of the estimates shall be given to each of the tenants concerned or shall be displayed in the buildings so as to be likely to come to the notice of all those tenants; and if, there is a recognised tenants' association for the building, the notice and copy of the estimates shall also be given to the secretary of the association.
 - (c) The notice shall describe the works to be carried out and invite observations on them and on the estimates and shall state the name and address in the United Kingdom of the person to whom the observations may be sent and the date by which they are to be received.

- (d) The date stated in the notice shall not be earlier than one month after the date on which the notice is given or displayed as required by paragraph (b).
 - (e) The landlord shall have regard to any observations received in pursuance of the notice; and unless the works are urgently required they shall not be begun earlier than the date specified in the notice.
- (4) For the purposes of subsection (3) the tenants concerned are all the landlord's tenants of flats in the building by whom a service charge is payable to which the costs of the proposed works are relevant.
- (5) In proceedings relating to a service charge the court may, if satisfied that the landlord acted reasonably, dispense with all or any of the requirements of subsection (3).
- (6) An order under this section—
- (a) may make different provision with respect to different cases or descriptions of case, including different provision for different areas, and
 - (b) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

21 Request for summary of relevant costs.

- (1) A tenant may require the landlord in writing to supply him with a written summary of the costs incurred—
- (a) if the relevant accounts are made up for periods of twelve months, in the last such period ending not later than the date of the request, or
 - (b) if the accounts are not so made up, in the period of twelve months ending with the date of the request,
- and which are relevant costs in relation to the service charges payable or demanded as payable in that or any other period.
- (2) If there is a recognised tenants' association for the building and the tenant consents, the request may be made by the secretary of the association instead of by the tenant and may then be for the supply of the summary to the secretary.
- (3) A request is duly served on the landlord if it is served on—
- (a) an agent of the landlord named as such in the rent book or similar document, or
 - (b) the person who receives the rent on behalf of the landlord;
- and a person on whom a request is so served shall forward it as soon as may be to the landlord.
- (4) The landlord shall comply with the request within one month of the request or within six months of the end of the period referred to in subsection (1)(a) or (b) whichever is the later.
- (5) The summary shall set out the costs in a way showing how they are or will be reflected in demands for services charges.
- (6) If there are more than four flats in the building or the costs also relate to another building, the summary shall be certified by a qualified accountant as—
- (a) in his opinion a fair summary complying with the requirement of subsection (5), and
 - (b) being sufficiently supported by accounts, receipts and other documents which have been produced to him.

22 Request to inspect supporting accounts &c.

- (1) This section applies where a tenant, or the secretary of a recognised tenants' association, has obtained such a summary as is referred to in section 21(1) (summary of relevant costs), whether in pursuance of that section or otherwise.
- (2) The tenant, or the secretary with the consent of the tenant, may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities—
 - (a) for inspecting the accounts, receipts and other documents supporting the summary, and
 - (b) for taking copies or extracts from them.
- (3) A request under this section is duly served on the landlord if it is served on—
 - (a) an agent of the landlord named as such in the rent book or similar document, or
 - (b) the person who receives the rent of behalf of the landlord;and a person on whom a request is so served shall forward it as soon as may be to the landlord.
- (4) The landlord shall make such facilities available to the tenant or secretary for a period of two months beginning not later than one month after the request is made.

23 Request relating to information held by superior landlord.

- (1) If a request under section 21 (request for summary of relevant costs) relates in whole or in part to relevant costs incurred by or on behalf of a superior landlord, and the landlord to whom the request is made is not in possession of the relevant information—
 - (a) he shall in turn make a written request for the relevant information to the person who is his landlord (and so on, if that person is not himself the superior landlord),
 - (b) the superior landlord shall comply with that request within a reasonable time, and
 - (c) the immediate landlord shall then comply with the tenant's or secretary's request, or that part of it which relates to the relevant costs incurred by or on behalf of the superior landlord, within the time allowed by section 21 or such further time, if any, as is reasonable in the circumstances.
- (2) If a request under section 22 (request for facilities to inspect supporting accounts, &c.) relates to a summary of costs incurred by or on behalf of a superior landlord—
 - (a) the landlord to whom the request is made shall forthwith inform the tenant or secretary of that fact and of the name and address of the superior landlord, and
 - (b) section 22 shall then apply to the superior landlord as it applies to the immediate landlord.

24 Effect of assignment on request.

The assignment of a tenancy does not affect the validity of a request made under section 21, 22 or 23 before the assignment; but a person is not obliged to provide a summary or make facilities available more than once for the same flat and for the same period.

25 Failure to comply with s. 21, 22 or 23 an offence.

- (1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by section 21, 22 or 23.
- (2) A person committing such an offence is liable on conviction to a fine not exceeding level 4 on the standard scale.

26 Exception: tenants of certain public authorities.

- (1) Sections 18 to 25 (limitation on service charges and requests for information about costs) do not apply to a service charge payable by a tenant of—
 - a local authority,
 - a new town corporation, or
 - the Developmental Board for Rural Wales,unless the tenancy is a long tenancy, in which case sections 18 to 24 apply but section 25 (offence of failure to comply) does not.
- (2) The following are long tenancies for the purposes of subsection (1), subject to subsection (3)—
 - (a) a tenancy granted for a term certain exceeding 21 years, whether or not it is (or may become) terminable before the end of that term by notice given by the tenant or by re-entry or forfeiture;
 - (b) a tenancy for a term fixed by law under a grant with a covenant or obligation for perpetual renewal, other than a tenancy by sub-demise from one which is not a long tenancy;
 - (c) any tenancy granted in pursuance of Part V of the Housing Act 1985 (the right to buy).
- (3) A tenancy granted so as to become terminable by notice after a death is not a long tenancy for the purposes of subsection (1), unless—
 - (a) it is granted by a housing association which at the time of the grant is registered,
 - (b) it is granted at a premium calculated by reference to a percentage of the value of the dwelling-house or the cost of providing it, and
 - (c) at the time it is granted it complies with the requirements of the regulations then in force under section 140(4)(b) of the Housing Act 1980 (conditions for exclusion of shared ownership leases from Part I of Leasehold Reform Act 1967) or, in the case of a tenancy granted before any such regulations were brought into force, with the first such regulations to be in force.

27 Exception: rent registered and not entered as variable.

Sections 18 to 25 (limitation on service charges and requests for information about costs) do not apply to a service charge payable by the tenant of a flat the rent of which is registered under Part IV of the Rent Act 1977, unless the amount registered is, in pursuance of section 71(4) of that Act, entered as a variable amount.

28 Meaning of “qualified accountant”.

- (1) The reference to a “qualified accountant” in section 21(6) (certification of summary of information about relevant costs) is to a person who, in accordance with the following provisions, has the necessary qualification and is not disqualified from acting.
- (2) A person has the necessary qualification if he is a member of one of the following bodies—
 - the Institute of Chartered Accountants in England and Wales,
 - the Institute of Chartered Accountants in Scotland,
 - the Association of Certified Accountants,
 - the Institute of Chartered Accountants in Ireland, or
 - any other body of accountants established in the United Kingdom and recognised by the Secretary of State for the purposes of section 389(1)(a) of the Companies Act 1985,or if he is a person who is for the time being authorised by the Secretary of State under section 389(1)(b) of that Act (or the corresponding provision of the Companies Act 1948) as being a person with similar qualifications obtained outside the United Kingdom.
- (3) A Scottish firm has the necessary qualification if each of the partners in it has the necessary qualification.
- (4) The following are disqualified from acting—
 - (a) a body corporate, except a Scottish firm;
 - (b) an officer or employee of the landlord or, where the landlord is a company, of an associated company;
 - (c) a person who is a partner or employee of any such officer or employee.
- (5) For the purposes of subsection (4)(b) a company is associated with a landlord company if it is (within the meaning of section 736 of the Companies Act 1985) the landlord’s holding company, a subsidiary of the landlord or another subsidiary of the landlord’s holding company.
- (6) Where the landlord is a local authority, a new town corporation or the Development Board for Rural Wales—
 - (a) the persons who have the necessary qualification include members of the Chartered Institute of Public Finance and Accountancy, and
 - (b) subsection (4)(b) (disqualification of officers and employees of landlord) does not apply.

29 Meaning of “recognised tenants' association”.

- (1) A recognised tenants' association is an association of tenants of flats in a building which is recognised for purposes of the provisions of this Act relating to service charges either—
 - (a) by notice in writing given by the landlord to the secretary of the association, or
 - (b) by a certificate of a member of the local rent assessment committee panel.
- (2) A notice given under subsection (1)(a) may be withdrawn by the landlord by notice in writing given to the secretary of the association not less than six months before the date on which it is to be withdrawn.

- (3) A certificate given under subsection (1)(b) may be cancelled by any member of the local rent assessment committee panel.
- (4) In this section the “local rent assessment committee panel” means the persons appointed by the Lord Chancellor under the Rent Act 1977 to the panel of persons to act as members of a rent assessment committee for the registration area in which the building is situated.
- (5) The Secretary of State may by regulations specify the matters to which regard is to be had in giving or cancelling a certificate under subsection (1)(b).
- (6) Regulations under subsection (5)—
 - (a) may make different provisions with respect to different cases or descriptions of case, including different provision for different areas, and
 - (b) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

30 Meaning of “flat”, “landlord” and “tenant”.

In the provisions of this Act relating to service charges—

“flat” means a separate set of premises, whether or not on the same floor, which—

- (a) forms part of a building,
- (b) is divided horizontally from some other part of the building, and
- (c) is constructed or adapted for use for the purposes of a dwelling and is occupied wholly or mainly as a private dwelling;

“landlord” includes any person who has a right to enforce payment of a service charge;

“tenant” includes

- (a) a statutory tenant, and
- (b) where the flat or part of it is sub-let, the sub-tenant.

Miscellaneous

31 Reserve power to limit rents.

- (1) The Secretary of State may by order provide for—
 - (a) restricting or preventing increases of rent for dwellings which would otherwise take place, or
 - (b) restricting the amount of rent which would otherwise be payable on new lettings of dwellings;and may provide either generally or in relation to any specified description of dwelling.
- (2) An order may contain supplementary or incidental provisions, including provisions excluding, adapting or modifying any provision made by or under an enactment (whenever passed) relating to rent or the recovery of overpaid rent.
- (3) In this section—

“new letting” includes any grant of a tenancy, whether or not the premises were previously let, and any grant of a licence;

Status: This is the original version (as it was originally enacted).

“rent” includes a sum payable under a licence, but does not include a sum attributable to rates or, in the case of dwellings of local authorities or new town corporations, to the use of furniture, or the provision of services; and for the purposes of this section an increase in rent takes place at the beginning of the rental period for which the increased rent is payable.

- (4) An order under this section shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

Supplementary provisions

32 Provisions not applying to tenancies within Part II of the Landlord and Tenant Act 1954.

- (1) The following provisions do not apply to a tenancy to which Part II of the Landlord and Tenant Act 1954 (business tenancies) applies—
sections 1 to 3 (information to be given to tenant),
section 17 (specific performance of landlord’s repairing obligations).
- (2) Section 11 (repairing obligations) does not apply to a new lease granted to an existing tenant, or to a former tenant still in possession, if the new lease is a tenancy to which Part II of the Landlord and Tenant Act 1954 applies and the previous lease either is such a tenancy or would be but for section 28 of that Act (tenancy not within Part II if renewal agreed between the parties).

In this subsection “existing tenant”, “former tenant still in possession” and “previous lease” have the same meaning as in section 14(2).

- (3) Section 31 (reserve power to limit rents) does not apply to a dwelling forming part of a property subject to a tenancy to which Part II of the Landlord and Tenant Act 1954 applies; but without prejudice to the application of that section in relation to a sub-tenancy of a part of the premises comprised in such a tenancy.

33 Liability of directors, &c. for offences by body corporate.

- (1) Where an offence under this Act which has been committed by a body corporate is proved—
- (a) to have been committed with the consent or connivance of a director, manager, secretary or other similar officer of the body corporate, or a person purporting to act in any such capacity, or
 - (b) to be attributable to any neglect on the part of such an officer or person,
- he, as well as the body corporate, is guilty of an offence and liable to be proceeded against and punished accordingly.
- (2) Where the affairs of a body corporate are managed by its members, subsection (1) applies in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

34 Power of local housing authority to prosecute.

Proceedings for an offence under any provision of this Act may be brought by a local housing authority.

35 Application to Isles of Scilly.

- (1) This Act applies to the Isles of Scilly subject to such exceptions, adaptations and modifications as the Secretary of State may by order direct.
- (2) An order shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

36 Meaning of “lease” and “tenancy” and related expressions.

- (1) In this Act “lease” and “tenancy” have the same meaning.
- (2) Both expressions include—
 - (a) a sub-lease or sub-tenancy, and
 - (b) an agreement for a lease or tenancy (or sub-lease or sub-tenancy).
- (3) The expressions “lessor” and “lessee” and “landlord” and “tenant”, and references to letting, to the grant of a lease or to covenants or terms, shall be construed accordingly.

37 Meaning of “statutory tenant” and related expressions.

In this Act—

- (a) “statutory tenancy” and “statutory tenant” mean a statutory tenancy or statutory tenant within the meaning of the Rent Act 1977 or the Rent (Agriculture) Act 1976; and
- (b) “landlord”, in relation to a statutory tenant, means the person who, apart from the statutory tenancy, would be entitled to possession of the premises.

38 Minor definitions.

In this Act—

“address” means a person’s place of abode or place of business or, in the case of a company, its registered office;

“co-operative housing association” has the same meaning as in the Housing Associations Act 1985;

“dwelling” means a building or part of a building occupied or intended to be occupied as a separate dwelling together with any yard, garden, outhouses and appurtenances belonging to it or usually enjoyed with it;

“housing association” has the same meaning as in the Housing Associations Act 1985;

“local authority” means a district, county or London borough council, the Common Council of the City of London or the Council of the Isles of Scilly and in sections 14(4), 26(1) and 28(6) includes the Inner London Education Authority and a joint authority established by Part IV of the Local Government Act 1985;

“local housing authority” has the meaning given by section 1 of the Housing Act 1985;

“new town corporation” means—

- (a) a development corporation established by an order made, or treated as made, under the New Towns Act 1981, or
- (b) the Commission for the New Towns;

Status: This is the original version (as it was originally enacted).

“protected tenancy” has the same meaning as in the Rent Act 1977;
“registered”, in relation to a housing association, means registered under the Housing Associations Act 1985;
“restricted contract” has the same meaning as in the Rent Act 1977;
“urban development corporation” has the same meaning as in Part XVI of the Local Government, Planning and Land Act 1980.

39 Index of defined expressions.

The following Table shows provisions defining or otherwise explaining expressions used in this Act (other than provisions) defining or explaining an expression in the same section):

address	section 38
co-operative housing association	section 38
dwelling	section 38
dwelling-house (in the provisions relating to repairing obligations)	section 16
fit for human habitation	section 10
flat (in the provisions relating to service charges)	section 30
housing association	section 38
landlord—	
(generally)	section 36(3)
(in sections 1 and 2)	section 1(3)
(in the provisions relating to rent books)	section 4(3)
(in the provisions relating to service charges)	section 30
(in relation to a statutory tenancy)	section 37(b)
lease, lessee and lessor—	
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registered (in relation to a housing association)	section 38
recognised tenants' association	section 29
relevant costs (in relation to a service charge)	section 18(2)
restricted contract	section 38
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statutory tenant	section 37(a)
tenancy and tenant—	
(generally)	section 36
(in sections 1 and 2)	section 1(3)
(in the provisions relating to rent books)	section 4(3)
(in the provisions relating to service charges)	section 30
urban development corporation	section 38

Final provisions

40 Short title, commencement and extent.

- (1) This Act may be cited as the Landlord and Tenant Act 1985.
- (2) This Act comes into force on 1st April 1986.
- (3) This Act extends to England and Wales.