



Landlord and Tenant Act 1985

1985 CHAPTER 70

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).

Status: This is the original version (as it was originally enacted).

- (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.