



# Disability Discrimination Act 1995

## 1995 CHAPTER 50

### [<sup>F1</sup>PART 5B

#### IMPROVEMENTS TO DWELLING HOUSES

##### Textual Amendments

**F1** Pt. 5B (ss. 49G, 49H) inserted (E.W.) (4.12.2006) by [Disability Discrimination Act 2005 \(c. 13\)](#), ss. [16\(1\)](#), [20\(3\)-\(6\)](#), S.I 2005/2774, {art. 4(d)}

#### **49G Improvements to let dwelling houses**

- (1) This section applies in relation to a lease of a dwelling house if—
  - (a) the tenancy is not a protected tenancy, a statutory tenancy or a secure tenancy,
  - (b) the tenant or any other person who lawfully occupies or is intended lawfully to occupy the premises is a disabled person,
  - (c) the person mentioned in paragraph (b) occupies or is intended to occupy the premises as his only or principal home,
  - (d) the tenant is entitled under the lease to make improvements to the premises with the consent of the landlord, and
  - (e) the tenant applies to the landlord for his consent to make a relevant improvement.
- (2) If the consent of the landlord is unreasonably withheld it must be taken to have been given.
- (3) Where the tenant applies in writing for the consent—
  - (a) if the landlord refuses to give consent, he must give the tenant a written statement of the reason why the consent was withheld;
  - (b) if the landlord neither gives nor refuses to give consent within a reasonable time, consent must be taken to have been withheld.

*Status: Point in time view as at 04/12/2006.*

*Changes to legislation: There are currently no known outstanding effects for the Disability Discrimination Act 1995, Part 5B. (See end of Document for details)*

- (4) If the landlord gives consent to the making of an improvement subject to a condition which is unreasonable, the consent must be taken to have been unreasonably withheld.
- (5) In any question as to whether—
- (a) the consent of the landlord was unreasonably withheld, or
  - (b) a condition imposed by the landlord is unreasonable,
- it is for the landlord to show that it was not.
- (6) If the tenant fails to comply with a reasonable condition imposed by the landlord on the making of a relevant improvement, the failure is to be treated as a breach by the tenant of an obligation of his tenancy.
- (7) An improvement to premises is a relevant improvement if, having regard to the disability which the disabled person mentioned in subsection (1)(b) has, it is likely to facilitate his enjoyment of the premises.
- (8) Subsections (2) to (6) apply to a lease only to the extent that provision of a like nature is not made by the lease.
- (9) In this section—
- “improvement” means any alteration in or addition to premises and includes—
- (a) any addition to or alteration in landlord’s fittings and fixtures,
  - (b) any addition or alteration connected with the provision of services to the premises,
  - (c) the erection of a wireless or television aerial, and
  - (d) the carrying out of external decoration;
- “lease” includes a sub-lease or other tenancy, and “landlord” and “tenant” must be construed accordingly;
- “protected tenancy” has the same meaning as in section 1 of the Rent Act 1977;
- “statutory tenancy” must be construed in accordance with section 2 of that Act;
- “secure tenancy” has the same meaning as in section 79 of the Housing Act 1985.

#### **49H Conciliation of disputes**

- (1) The Disability Rights Commission may make arrangements with any other person for the provision of conciliation services by, or by persons appointed by, that person in relation to a dispute of any description concerning the question whether it is unreasonable for a landlord to withhold consent to the making of a relevant improvement to a dwelling house.
- (2) Subsections (2) to (8) of section 28 apply for the purposes of this section as they apply for the purposes of that section and for that purpose a reference in that section to—
- (a) a dispute arising under Part 3 must be construed as a reference to a dispute mentioned in subsection (1) above;
  - (b) arrangements under that section must be construed as a reference to arrangements under this section.
- (3) “Relevant improvement” has the same meaning as in section 49G.

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*Status: Point in time view as at 04/12/2006.*

*Changes to legislation: There are currently no known outstanding effects for the Disability Discrimination Act 1995, Part 5B. (See end of Document for details)*

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**[<sup>F2</sup>49I Conciliation of disputes: rented housing in Scotland]**

- (1) The Disability Rights Commission may make arrangements with any other person for the provision of conciliation services by, or by persons appointed by, that person in relation to a dispute of any description concerning the question whether—
  - (a) it is unreasonable for a landlord to withhold consent to the carrying out of any relevant work in relation to a house (within the meaning of the Housing (Scotland) Act 2006 (asp 01)) in Scotland, or
  - (b) any condition imposed by a landlord on consenting to the carrying out of any such work is unreasonable.
- (2) Subsections (2) to (8) of section 28 apply for the purpose of this section as they apply for the purpose of that section and for that purpose a reference in that section to—
  - (a) a dispute arising under Part 3 is to be construed as a reference to a dispute mentioned in subsection (1), and
  - (b) arrangements under that section is to be construed as a reference to arrangements under subsection (1).
- (3) In subsection (1), “relevant work”, in relation to a house, means work for the purpose of making the house suitable for the accommodation, welfare or employment of any disabled person who occupies, or intends to occupy, the house as a sole or main residence.]

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**Textual Amendments**

- F2** [S. 49I](#) inserted (E.W.S.) (4.12.2006) by [Equality Act 2006 \(c. 3\)](#), [ss. 43\(1\)](#), 93 (with s. 92); [S.I. 2006/1082](#), [art. 3](#)

**Status:**

Point in time view as at 04/12/2006.

**Changes to legislation:**

There are currently no known outstanding effects for the Disability Discrimination Act 1995, Part 5B.