SCHEDULES

FIRST SCHEDULE

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.

(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 cither 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.