



# Landlord and Tenant (War Damage) Act 1939

1939 CHAPTER 72 2 and 3 Geo 6

## PART I

### MODIFICATION OF OBLIGATIONS TO REPAIR

#### **1 Relief from obligation to repair in cases of war damage.**

- (1) Where, by virtue of the provisions (whether express or implied) of a disposition or of any contract collateral thereto, an obligation (in this Part of this Act referred to as an “obligation to repair”) is imposed on any person to do any repairs in relation to the land comprised in the disposition, those provisions shall be construed as not extending to the imposition of any liability on that person to make good any war damage occurring to the land so comprised.
- (2) Where war damage occurs to land comprised in a disposition, then, in so far as compliance with an obligation to repair, as modified by the provisions of the preceding subsection, is, having regard to the extent of the war damage—
  - (a) impracticable, or only practicable at a cost which is unreasonable in view of all the circumstances; or
  - (b) of no substantial advantage to the person who, but for the provisions of this subsection, would be entitled to the benefit of the obligation;the obligation shall be suspended until the war damage is made good to such an extent that compliance with the obligation is practicable at a reasonable cost and is of substantial advantage to the person entitled to the benefit thereof.
- (3) Any disposition or contract collateral thereto containing a provision whereunder an obligation to make good war damage as such is imposed on any person, shall have effect as if that provision were not contained therein.
- (4) Where, under the foregoing provisions of this section, an obligation to repair is modified or suspended or an obligation to make good war damage as such is extinguished, all rights and remedies (whether by way of damages, forfeiture, re-entry,

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sale, foreclosure or otherwise) arising out of the non-fulfilment of the obligation, including all rights against any person who has guaranteed the fulfilment of the obligation, shall be modified or suspended or extinguished accordingly.

- (5) In this section the expression “disposition” means any instrument (including an enactment) or oral transaction, whether made before or after the commencement of this Act, creating or transferring any interest in land.
- (6) Where a disposition is made under or in pursuance of an enactment which imposes an obligation to repair in relation to the land the subject of the disposition, the obligation shall be deemed for the purposes of this section to have been imposed by virtue of the provisions of the disposition.
- (7) The provisions of this section shall have effect subject to the provisions of Part II of this Act relating to notices of retention and notices to avoid disclaimer.

**Modifications etc. (not altering text)**  
 C1 S. 1 excluded by Landlord and Tenant (War Damage) (Amendment) Act 1941 (c. 41), ss. 5(4), 15

**2 Supplementary provisions to be implied in leases and mortgages.**

- (1) Where, by virtue of the provisions (whether express or implied) of any lease (whether made before or after the commencement of this Act) or any contract collateral thereto, an obligation to repair is imposed on the tenant, the lease shall have effect as if there were contained therein covenants by the tenant with the landlord that, in the event of war damage occurring to the land comprised in the lease, the tenant will—
  - (a) as soon as practicable after the damage has become known, to him, serve a notice on the landlord stating that the damage has occurred and the general nature of the damage so far as it is known to him; and
  - (b) permit the landlord or any person authorised by him, at such times as may be reasonable in the circumstances, to enter upon the land for the purpose of ascertaining the extent of the damage and making it good either temporarily or permanently.
- (2) The foregoing subsection shall have effect as if references to a lease, tenant and landlord included respectively references to a mortgage, mortgagor and mortgagee: Provided that it shall not be lawful for a mortgagee without the leave of the court to enforce any right or remedy arising out of a breach of the covenant referred to in paragraph (a) of the foregoing subsection.

**3 Raising of money for making good war damage on settled land, &c.**

Where war damage occurs to—

- (a) settled land; or
- (b) land which by virtue of section twenty-nine of the <sup>M1</sup>Settled Land Act 1925 (which relates to certain land vested or to be vested in trustees for charitable, ecclesiastical or public trusts or purposes) is deemed to be settled land; or
- <sup>F1</sup>(c) .....
- (d) land belonging to a university or college to which the <sup>M2</sup>Universities and College Estates Act 1925 applies;

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the making good of the damage may be defrayed out of capital moneys, and accordingly shall, notwithstanding the provisions of any instrument, be deemed to be an improvement authorised by Part I of the Third Schedule to the <sup>M3</sup>Settled Land Act 1925, or Part I of the First Schedule to the <sup>M4</sup>Universities and College Estates Act 1925, as the case may be.

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**Textual Amendments**

**F1** S. 3(c) repealed (1.1.1997) by 1996 c. 47, s. 25(2), **Sch. 4** (with ss. 24(2), 25(4)); S.I. 1996/2974, **art. 2**

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**Marginal Citations**

**M1** 1925 c. 18.  
**M2** 1925 c. 24.  
**M3** 1925 c. 18.  
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