

SCHEDULE

MAINTENANCE, REPAIR AND INSURANCE OF THE FIXED EQUIPMENT OF A HOLDING

Part II

Rights and liabilities of the Tenant

12.—(1) If the landlord fails to execute repairs which are his liability within three months of receiving from the tenant a written notice specifying the necessary repairs and calling on him to execute them, the tenant may execute such repairs and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover the reasonable cost from the landlord forthwith.

(2) If the landlord fails to execute any replacements which are his liability within three months of receiving from the tenant a written notice specifying the necessary replacements and calling on him to execute them, the tenant may execute such replacements and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover the reasonable cost from the landlord forthwith;

provided that the tenant shall not be entitled to recover in respect of the aggregate of the replacements so executed by him in any year of the tenancy any sum in excess of whichever is the smaller of the two following sums, that is to say, a sum equal to the rent of the holding for that year or £500.

- (a) (3) (a) If the landlord wishes to contest his liability to execute any repairs or replacements specified in a notice served upon him by the tenant under either of the last two foregoing sub-paragraphs he shall within one month serve a counter-notice in writing upon the tenant specifying the grounds on which and the items of repair or replacement in respect of which he denies liability and requiring the question of liability in respect thereof to be determined by arbitration under the Act.
- (b) Upon service of the counter-notice on the tenant, the operation of the notice (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the termination of an arbitration determining the question of liability in respect of those items.
- (c) In this sub-paragraph, “termination”, in relation to an arbitration, means the date on which the arbitrator's award is delivered to the landlord.