

SCHEDULE

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

Part II

Rights and liabilities of the Tenant

Except in so far as such liabilities fall to be undertaken by the landlord under Part 1 hereof:

5.—(1) To repair and to keep and leave clean and in good tenantable repair, order and condition the farmhouse, cottages and farm buildings together with all fixtures and fittings, boilers, ranges and grates, drains, sewers, gulleys, grease-traps, manholes and inspection chambers, electrical supply systems and fittings, water supply systems and fittings in so far as they are situated above ground, including pipes, tanks, cisterns, sanitary fittings, drinking troughs and pumping equipment, hydraulic rams (whether situated above or below ground), fences, hedges, field walls, stiles, gates and posts, cattle grids, bridges, culverts, ponds, watercourses, sluices, ditches, roads and yards in and upon the holding, or which during the tenancy may be erected or provided thereon.

(2) To repair or replace all removable covers to manholes, to inspection chambers and to sewage disposal systems.

(3) To keep clean and in good working order all roof valleys, eaves-guttering and downpipes, wells, septic tanks, cesspools and sewage disposal systems.

(4) To use carefully so as to protect from wilful, reckless or negligent damage all items for the repair or replacement of which the landlord is responsible under paragraph 1; and also to report in writing immediately to the landlord any damage, however caused, to items for the repair or replacement of which the landlord is responsible.

6. Subject to paragraph 2(1)(b)—

(1) to replace or repair and, upon replacement or repair, adequately to paint, gas-tar, creosote or otherwise treat with effective preservative material as may be proper, all items of fixed equipment, and to do any work, where such replacement, repair or work is rendered necessary by the wilful act or negligence of the tenant or any members of his household or his employees; and

(2) to replace anything mentioned in paragraph 5(1) which has worn out or otherwise become incapable of repair if its condition has been brought about by or is substantially due to the tenant's failure to repair it.

7. As often as may be necessary, and in any case at intervals of not more than seven years, properly to clean, colour, whiten, paper, paint, limewash or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors and windows of the farmhouse and cottages, which have been previously so treated and in the last year of the tenancy to limewash the inside of all buildings which previously have been limewashed.

8. Notwithstanding the general liability of the landlord for repairs and replacements, to renew all broken or cracked tiles or slates and to replace all slipped tiles or slates from time to time as the damage occurs, but so that the cost shall not exceed £25 in any one year of the tenancy.

9. To cut, trim or lay a proper proportion of the hedges in each year of the tenancy so as to maintain them in good and sound condition.

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10. To dig out, scour and cleanse all ponds, watercourses, ditches and grips, as may be necessary to maintain them at sufficient width and depth, and to keep clear from obstruction all field drains and their outlets.

11.—(1) If the last year of the tenancy is not a year in which such cleaning, colouring, whitening, papering, painting, limewashing or other treatment as is mentioned in paragraph 7 is due to be carried out, the tenant shall pay to the landlord at the end of such last year either the estimated reasonable cost thereof or a sum equal to the aggregate of one-seventh part of that cost in respect of each year that has elapsed since such last cleaning, colouring, whitening, papering, painting, limewashing or other treatment as aforesaid, was completed, whichever is the less.

(2) If the last year of the tenancy is not a year in which the landlord is liable, under paragraph 3, to paint, gas-tar, creosote or otherwise treat the doors, windows, eavesguttering and downpipes of buildings, the tenant shall pay to the landlord at the end of such last year either one-half of the estimated reasonable cost thereof or a sum equal to the aggregate of one-tenth part of that cost in respect of each year that has elapsed since such last painting, gas-tarring, creosoting or other treatment as aforesaid, was completed, whichever is the less.

(3) In the assessment of any compensation payable by the tenant on the termination of the tenancy in respect of dilapidation, any accrued liability under the two preceding sub-paragraphs shall be taken into account.

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.