



Landlord and Tenant (War Damage) Act (Northern Ireland) 1941

1941 CHAPTER 9

PART I

MODIFICATION OF OBLIGATIONS TO REPAIR

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 passing 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 sub-section 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 sub-section.

Changes to legislation:

There are currently no known outstanding effects for the Landlord and Tenant (War Damage) Act (Northern Ireland) 1941, Section 2.