



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

## 1941 CHAPTER 9

### 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 sub-section, 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 sub-section, 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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*Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (War Damage) Act (Northern Ireland) 1941, PART I. (See end of Document for details)*

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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) 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.
- (6) 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.

## 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.

## 3 **Raising of money for making good war damage on settled land, etc.**

- (1) Where war damage occurs to settled land or land which is held on trust for sale, the making good of the damage shall be deemed to be an improvement authorised by the Settled Land Act, 1882<sup>M1</sup>, and mentioned in section twenty-five of that Act.
- (2) Capital money arising under the said Act may be applied in or towards the making good of war damage without any scheme for the execution of the improvement being first submitted to, or approved by, the trustees of the settlement or the court, and accordingly in the application of section twenty-six of the said Act to the expenditure of capital money for the making good of war damage the references to a scheme and to its submission and approval shall not apply.

### **Marginal Citations**

**M1** 1882 c. 38

**Changes to legislation:**

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