



# Housing Act 1980

## 1980 CHAPTER 51

### PART III

#### TENANT'S REPAIRS AND IMPROVEMENTS

80 .....<sup>F1</sup>

#### Textual Amendments

**F1** S. 80 repealed by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\)](#), s. 3, [Sch. 1, Pt. I](#)

#### 81 Tenant's improvements.

- (1) The following provisions of this section have effect with respect to <sup>F2</sup> protected tenancies and statutory tenancies in place of section 19(2) of the <sup>M1</sup>Landlord and Tenancy Act 1927.
- (2) It is by virtue of this section a term of every such tenancy that the tenant will not make any improvement without the written consent of the landlord.
- (3) The consent required by virtue of subsection (2) above is not to be unreasonably withheld and, if unreasonably withheld, shall be treated as given.
- (4) Subsections (1) to (3) above do not apply in any case where the tenant has been given a notice—
  - (a) of a kind mentioned in one of Cases 11 to 18 and 20 in Schedule 15 to the 1977 Act (notice that possession might be recovered under that Case); or
  - (b) under section 52(1)(b) of this Act (notice that a tenancy is to be a protected shorthold tenancy);

unless the tenant proves that, at the time when the landlord gave the notice, it was unreasonable for the landlord to expect to be able in due course to recover possession

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*Changes to legislation: There are currently no known outstanding effects for the Housing Act 1980, Part III. (See end of Document for details)*

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of the dwelling-house under that Case or, as the case may be, Case 19 of Schedule 15 (added by section 55 of this Act).

(5) In Part I, and in this Part, of this Act “improvement” means any alteration in, or addition to, a dwelling-house and includes—

- (a) any addition to, or alteration in, landlord’s fixtures and fittings and any addition or alteration connected with the provision of any services to a dwelling-house;
- (b) the erection of any wireless or television aerial; and
- (c) the carrying out of external decoration;

but paragraph (c) above does not apply in relation to a protected or statutory tenancy if the landlord is under an obligation to carry out external decoration or to keep the exterior of the dwelling-house in repair.

#### **Textual Amendments**

**F2** Words repealed by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\)](#), s. 3, [Sch. 1 Pt. I](#)

#### **Marginal Citations**

**M1** [1927 c. 36\(75:1\)](#).

## **82 Provisions as to consents required by section 81.**

- (1) If any question arises whether the withholding of a consent required by virtue of section 81 above was unreasonable it is for the landlord to show that it was not; and in determining that question the court shall, in particular, have regard to the extent to which the improvement would be likely—
  - (a) to make the dwelling-house, or any other premises, less safe for occupiers;
  - (b) to cause the landlord to incur the expenditure which it would be unlikely to incur if the improvement were not made; or
  - (c) to reduce the price which the dwelling-house would fetch if sold on the open market or the rent which the landlord would be able to charge on letting the dwelling-house.
- (2) A consent required by virtue of section 81 may be validly given notwithstanding that it follows, instead of preceding, the action requiring it and may be given subject to a condition.
- (3) Where the tenant has applied in writing for a consent which is required by virtue of section 81 then—
  - (a) if the landlord refuses to give the consent it shall give to the tenant a written statement of the reasons why the consent was refused; and
  - (b) if the landlord neither gives nor refuses to give the consent within a reasonable time, the consent shall be taken to have been withheld, and if the landlord gives the consent but subject to an unreasonable condition, the consent shall be taken to have been unreasonably withheld.
- (4) If any question arises whether a condition attached to a consent was reasonable, it is for the landlord to show that it was.

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### 83 Conditional consent to tenant's improvements.

Any failure by <sup>F3</sup> a protected tenant or a statutory tenant to satisfy any reasonable condition imposed by his landlord in giving consent to an improvement which the tenant proposes to make, or has made, shall be treated <sup>F3</sup> for the purposes of the 1977 Act as a breach by the tenant of an obligation of his tenancy or, as the case may be, of an obligation of the previous protected tenancy which is applicable to the statutory tenancy.

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#### Textual Amendments

**F3** Words repealed by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\)](#), s. 3, [Sch. 1 Pt. I](#)

### 84 Exclusion of certain housing associations from Part III.

This Part of this Act does not apply in relation to a housing association which falls within paragraph (d) of section 15(3) of the 1977 Act (certain societies registered under the <sup>M2</sup>Industrial and Provident Societies Act 1965).

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#### Marginal Citations

**M2** 1965 c. 12.

### 85 Interpretation and application of Part III.

- (1) In this Part of this Act any expression used <sup>F4</sup> in the 1977 Act has the same meaning as in <sup>F4</sup> that Act.
- (2) This Part of this Act applies to tenancies granted before as well as tenancies granted after the commencement of this Part of this Act.

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#### Textual Amendments

**F4** Words repealed by [Housing \(Consequential Provisions\) Act 1985 \(c. 71, SIF 61\)](#), s. 3, [Sch. 1 Pt. I](#)

**Changes to legislation:**

There are currently no known outstanding effects for the Housing Act 1980, Part III.