



# Housing Act 1961

## 1961 CHAPTER 65

### PART III

#### MISCELLANEOUS AND GENERAL

##### *Repairing obligations*

### **32 Repairing obligations in short leases of dwelling-houses**

- (1) In any lease of a dwelling-house, being a lease to which this section applies, there shall be implied a covenant by the lessor—
- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes); and
  - (b) to keep in repair and proper working order the installations in the dwelling-house—
    - (i) for the supply of water, gas and electricity, and for sanitation (including basins, sinks, baths and sanitary conveniences but not, except as aforesaid, fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
    - (ii) for space heating or heating water,
- and any covenant by the lessee for the repair of the premises (including any covenant to put in repair or deliver up in repair, to paint, point or render or to pay money in lieu of repairs by the lessee or on account of repairs by the lessor) shall be of no effect so far as it relates to the matters mentioned in paragraphs (a) and (b) of this subsection.
- (2) The covenant implied by this section (hereinafter referred to as the lessor's repairing covenant) shall not be construed as requiring the lessor—
- (a) to carry out any works or repairs for which the lessee is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable apart from any express covenant on his part;
  - (b) to rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood, or other inevitable accident; or

---

*Status: This is the original version (as it was originally enacted). This item of legislation is currently only available in its original format.*

---

- (c) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling-house ;
- and subsection (1) of this section shall not avoid any covenant by the lessee so far as it imposes on the lessee any of the requirements mentioned in paragraph (a) or paragraph (c) of this subsection.
- (3) In determining the standard of repair required by the lessor's repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and the locality in which it is situated.
- (4) In any lease in which the lessor's repairing covenant is implied, there shall also be implied a covenant by the lessee that the lessor, or any person authorised by him in writing, may at reasonable times of the day, on giving twenty-four hours notice in writing to the occupier, enter the premises comprised in the lease for the purpose of viewing their condition and state of repair.
- (5) In this and the next following section the following expressions have the meanings hereby respectively assigned to them, that is to say:—
- " lease " includes an underlease, an agreement for a lease or underlease, and any other tenancy, but does not include a mortgage, and " covenant ", " demise " and " term " shall be construed accordingly ;
  - " lease of a dwelling-house " means a lease whereby a building or part of a building is let wholly or mainly as a private dwelling, and " the dwelling-house " means that building or part of a building ;
  - " lessee " and " lessor " mean respectively the person for the time being entitled to the term of a lease and to the reversion expectant thereon.