



# Housing Act 1980

## 1980 CHAPTER 51

### PART III

#### TENANT'S REPAIRS AND IMPROVEMENTS

#### **80      Repairing obligations in short leases**

- (1) Section 32 of the Housing Act 1961 (covenant by landlord to repair to be implied in short leases) does not apply to any lease granted after the commencement of this section—
  - (a) to a specified educational institution or other specified body;
  - (b) to a housing association falling within section 15(3) of the 1977 Act;
  - (c) to a body of a kind mentioned in section 14 of the 1977 Act (local authorities etc);
  - (d) to Her Majesty in right of the Crown unless the lease is under the management of the Crown Estate Commissioners ; or
  - (e) to a government department, or to any person holding in trust for Her Majesty for the purposes of a government department.
- (2) In subsection (1) above " specified " means specified, or of a class specified, by regulations made by the Secretary of State under section 8 of the 1977 Act.
- (3) In section 33(1) of the Housing Act 1961 (leases to which section 32 applies) after the words " this section " there are inserted the words " and section 80 of the Housing Act 1980 ".

#### **81      Tenant's improvements**

- (1) The following provisions of this section have effect with respect to secure tenancies, protected tenancies and statutory tenancies in place of section 19(2) of the Landlord and Tenant 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.

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*Status: This is the original version (as it was originally enacted).*

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- (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 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.

## **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 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.

**83 Conditional consent to tenant's improvements**

Any failure by a secure tenant, 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 for the purposes of Chapter II of Part I of this Act or, as the case may be, 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.

**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 Industrial and Provident Societies Act 1965).

**85 Interpretation and application of Part III**

- (1) In this Part of this Act any expression used in Chapter II of Part I of this Act or in the 1977 Act has the same meaning as in that Chapter or, as the case may be, 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.