



# Landlord and Tenant Act 1985

## 1985 CHAPTER 70

### *Repairing obligations*

#### **11 Repairing obligations in short leases.**

- (1) In a lease to which this section applies (as to which, see sections 13 and 14) there is 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),
  - (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
  - (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

[<sup>F1</sup>(1A) If a lease to which this section applies is a lease of a dwelling-house which forms part only of a building, then, subject to subsection (1B), the covenant implied by subsection (1) shall have effect as if—

- (a) the reference in paragraph (a) of that subsection to the dwelling-house included a reference to any part of the building in which the lessor has an estate or interest; and
- (b) any reference in paragraphs (b) and (c) of that subsection to an installation in the dwelling-house included a reference to an installation which, directly or indirectly, serves the dwelling-house and which either—
  - (i) forms part of any part of a building in which the lessor has an estate or interest; or
  - (ii) is owned by the lessor or under his control.

(1B) Nothing in subsection (1A) shall be construed as requiring the lessor to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the lessee's enjoyment of the dwelling-house or of any common parts, as defined in section 60(1) of the Landlord and Tenant Act <sup>M1</sup>1987, which the lessee, as such, is entitled to use.]

*Status: Point in time view as at 01/02/1991.*

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- (2) The covenant implied by subsection (1) (“the lessor’s repairing covenant”) shall not be construed as requiring the lessor—
- (a) to carry out 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 but for an 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
  - (c) to keep in repair or maintain anything which the lessee is entitled to remove from the dwelling-house.
- (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.
- [<sup>F2</sup>(3A) In any case where—
- (a) the lessor’s repairing covenant has effect as mentioned in subsection (1A), and
  - (b) in order to comply with the covenant the lessor needs to carry out works or repairs otherwise than in, or to an installation in, the dwelling-house, and
  - (c) the lessor does not have a sufficient right in the part of the building or the installation concerned to enable him to carry out the required works or repairs,
- then, in any proceedings relating to a failure to comply with the lessor’s repairing covenant, so far as it requires the lessor to carry out the works or repairs in question, it shall be a defence for the lessor to prove that he used all reasonable endeavours to obtain, but was unable to obtain, such rights as would be adequate to enable him to carry out the works or repairs.]
- (4) A covenant by the lessee for the repair of the premises is of no effect so far as it relates to the matters mentioned in subsection (1)(a) to (c), except so far as it imposes on the lessee any of the requirements mentioned in subsection (2)(a) or (c).
- (5) The reference in subsection (4) to a covenant by the lessee for the repair of the premises includes a covenant—
- (a) to put in repair or deliver up in repair,
  - (b) to paint, point or render,
  - (c) to pay money in lieu of repairs by the lessee, or
  - (d) to pay money on account of repairs by the lessor.
- (6) In a lease in which the lessor’s repairing covenant is implied there is also implied a covenant by the lessee that the lessor, or any person authorised by him in writing, may at reasonable times of the day and on giving 24 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.

#### Textual Amendments

**F1** S. 11(1A)(1B) inserted by [Housing Act 1988 \(c. 50, SIF 75:1\)](#), **s. 116(1)** (with s. 116(4))

**F2** S. 11(3A) inserted by [Housing Act 1988 \(c. 50, SIF 75:1\)](#), **s. 116(2)** (with s. 116(4))

#### Modifications etc. (not altering text)

**C1** S. 11 modified (30.9.2003 for E. and 30.3.2004 for W.) by 2002 c. 15, ss. 102, 181(1), **Sch. 7 para. 3(1)-(6)**; S.I. 2003/1986, **art. 2(a)**; S.I. 2004/669, **art. 2(a)**

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#### Marginal Citations

M1 1987 c.31(75:1).

### 12 Restriction on contracting out of s. 11.

- (1) A covenant or agreement, whether contained in a lease to which section 11 applies or in an agreement collateral to such a lease, is void in so far as it purports—
  - (a) to exclude or limit the obligations of the lessor or the immunities of the lessee under that section, or
  - (b) to authorise any forfeiture or impose on the lessee any penalty, disability or obligation in the event of his enforcing or relying upon those obligations or immunities,unless the inclusion of the provision was authorised by the county court.
- (2) The county court may, by order made with the consent of the parties, authorise the inclusion in a lease, or in an agreement collateral to a lease, of provisions excluding or modifying in relation to the lease, the provisions of section 11 with respect to the repairing obligations of the parties if it appears to the court that it is reasonable to do so, having regard to all the circumstances of the case, including the other terms and conditions of the lease.

#### Modifications etc. (not altering text)

C2 S. 12(1)(a) modified (E.) (30.9.2003) (W.) (30.3.2004) by 2002 c. 15, ss. 102, 181(1), Sch. 7 para. 3(7); S.I. 2003/1986, art. 2(a); S.I. 2004/669 {art. 2(a)}

### 13 Leases to which s. 11 applies: general rule.

- (1) Section 11 (repairing obligations) applies to a lease of a dwelling-house granted on or after 24th October 1961 for a term of less than seven years.
- (2) In determining whether a lease is one to which section 11 applies—
  - (a) any part of the term which falls before the grant shall be left out of account and the lease shall be treated as a lease for a term commencing with the grant,
  - (b) a lease which is determinable at the option of the lessor before the expiration of seven years from the commencement of the term shall be treated as a lease for a term of less than seven years, and
  - (c) a lease (other than a lease to which paragraph (b) applies) shall not be treated as a lease for a term of less than seven years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to seven years or more.
- (3) This section has effect subject to—
  - section 14 (leases to which section 11 applies: exceptions), and
  - section 32(2) (provisions not applying to tenancies within Part II of the <sup>M2</sup>Landlord and Tenant Act 1954).

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#### Marginal Citations

M2 1954 c. 56.

## 14 Leases to which s. 11 applies: exceptions.

- (1) Section 11 (repairing obligations) does not apply to a new lease granted to an existing tenant, or to a former tenant still in possession, if the previous lease was not a lease to which section 11 applied (and, in the case of a lease granted before 24th October 1961, would not have been if it had been granted on or after that date).
- (2) In subsection (1)—
  - “existing tenant” means a person who is when, or immediately before, the new lease is granted, the lessee under another lease of the dwelling-house;
  - “former tenant is still in possession” means a person who—
    - (a) was the lessee under another lease of the dwelling-house which terminated at some time before the new lease was granted, and
    - (b) between the termination of that other lease and the grant of the new lease was continuously in possession of the dwelling-house or of the rents and profits of the dwelling-house; and

“the previous lease” means the other lease referred to in the above definitions.
- (3) Section 11 does not apply to a lease of a dwelling-house which is a tenancy of an agricultural holding within the meaning of the <sup>F3</sup>Agricultural Holdings Act 1986].
- (4) Section 11 does not apply to a lease granted on or after 3rd October 1980 to—
  - a local authority,
  - a new town corporation,
  - an urban development corporation,
  - the Development Board for Rural Wales,
  - a registered housing association,
  - a co-operative housing association, or
  - an educational institution or other body specified, or of a class specified, by regulations under section 8 of the <sup>M3</sup>Rent Act 1977 [<sup>F4</sup>or paragraph 8 of Schedule 1 to the Housing Act 1988] (bodies making student lettings) [<sup>F5</sup>a housing action trust established under Part III of the Housing Act 1988].
- (5) Section 11 does not apply to a lease granted on or after 3rd October 1980 to—
  - (a) Her Majesty in right of the Crown (unless the lease is under the management of the Crown Estate Commissioners), or
  - (b) a government department or a person holding in trust for Her Majesty for the purposes of a government department.

#### Textual Amendments

- F3** Words substituted by [Agricultural Holdings Act 1986 \(c. 5, SIF 2:3\)](#), ss. 99, 100, Sch. 13 para. 3, [Sch. 14 para. 64](#)
- F4** Words inserted by [Local Government and Housing Act 1989 \(c. 42, SIF 75:1\)](#), s. 194(1), [Sch. 11 para. 89](#)
- F5** Words added by [Housing Act 1988 \(c. 50, SIF 75:1\)](#), [s. 116\(3\)](#) (with s. 116(4))

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#### **Modifications etc. (not altering text)**

- C3** S. 14(4) amended by Local Government Act 1985 (c. 51, SIF 81:1), s. 57(7), **Sch. 13 para. 24** (as substituted by Housing (Consequential Provisions) Act 1985 (c. 71, SIF 61), ss. 4, 5, **Sch. 2 para. 61**)
- C4** S. 14(4) explained by Housing (Consequential Provisions) Act 1985 (c. 71, SIF 61), ss. 4, 5, **Sch. 3 para. 5(3)**  
S. 14(4) extended (5.7.1994) by 1994 c. 19, ss. 39, 66(2)(b), **Sch. 13 para. 23(a)** (with ss. 54(5)(7), 55(5), Sch. 17 paras. 22(1), 23(2))  
S. 14(4) modified (1.4.1995) by S.I. 1995/401, art. 18, **Sch. para. 10(a)**

#### **Marginal Citations**

- M3** 1977 c. 42.

### **15 Jurisdiction of county court.**

The county court has jurisdiction to make a declaration that section 11 (repairing obligations) applies, or does not apply, to a lease—

- (a) whatever the net annual value of the property in question, and
- (b) notwithstanding that no other relief is sought than a declaration.

### **16 Meaning of “lease” and related expressions.**

In sections 11 to 15 (repairing obligations in short leases)—

- (a) “lease” does not include a mortgage term;
- (b) “lease of a dwelling-house” means a lease by which a building or part of a building is let wholly or mainly as a private residence and “dwelling-house” means that building or part of a building;
- (c) “lessee” and “lessor” mean, respectively, the person for the time being entitled to the term of a lease and to the reversion expectant on it.

### **17 Specific performance of landlord’s repairing obligations.**

(1) In proceedings in which a tenant of a dwelling alleges a breach on the part of his landlord of a repairing covenant relating to any part of the premises in which the dwelling is comprised, the court may order specific performance of the covenant whether or not the breach relates to a part of the premises let to the tenant and notwithstanding any equitable rule restricting the scope of the remedy, whether on the basis of a lack of mutuality or otherwise.

(2) In this section—

- (a) “tenant” includes a statutory tenant,
- (b) in relation to a statutory tenant the reference to the premises let to him is to the premises of which he is a statutory tenant,
- (c) “landlord”, in relation to a tenant, includes any person against whom the tenant has a right to enforce a repairing covenant, and
- (d) “repairing covenant” means a covenant to repair, maintain, renew, construct or replace any property.

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