



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.

[^{F1}(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 ^{M1}1987, which the lessee, as such, is entitled to use.]

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1985, Section 11 is up to date with all changes known to be in force on or before 15 January 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)

- (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.
- [^{F2}(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).

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