

SCHEDULES

SCHEDULE 10

LANDLORD'S REPAIRING OBLIGATIONS

Repairing obligations in short leases of houses

- 3 (1) In any lease of a house, being a lease to which this paragraph applies, there shall be implied a provision that the lessor will—
- (a) keep in repair the structure and exterior of the house (including drains, gutters and external pipes); and
 - (b) keep in repair and proper working order the installations in the 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 provision that the lessee will repair the premises (including any that he will put in repair or deliver up in repair, or will paint, point or render the premises, or 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 any of the matters mentioned in paragraphs (a) and (b) of this paragraph.
- (2) The provision implied by this paragraph (hereinafter referred to as "the implied repairs provision") 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 proper manner, or would be so liable apart from any express undertaking 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 house;
- and sub-paragraph (1) of this paragraph shall not avoid so much of any provision as imposes on the lessee any of the requirements mentioned in head (a) or head (c) of this sub-paragraph.
- (3) In determining the standard of repair required by the implied repairs provision in relation to any house, regard shall be had to the age, character and prospective life of the house and the locality in which it is situated.
- (4) In any lease in which the implied repairs provision is implied there shall also be implied a provision that the lessor, or any person authorised by him in writing, may at reasonable times of the day, 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.

Status: This is the original version (as it was originally enacted).

- (5) In this paragraph and in paragraphs 4 and 5, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them respectively, that is to say—
- (a) "lease" includes a sublease, and "lessor" and "lessee", in relation to a lease, include respectively any person for the time being holding the interest of lessor, and any person for the time being holding the interest of lessee, under the lease, and
 - (b) "lease of a house" means a lease whereby a building or part of a building is let wholly or mainly as a private dwelling and "house", in relation to such a lease, means that building or part of a building.