



Disability Discrimination Act 2005

2005 CHAPTER 13

Other matters

16 Improvements to let dwelling houses

- (1) In the 1995 Act, after Part 5A (which is inserted by section 3 of this Act) there is inserted—

“PART 5B

IMPROVEMENTS TO DWELLING HOUSES

49G Improvements to let dwelling houses

- (1) This section applies in relation to a lease of a dwelling house if—
- (a) the tenancy is not a protected tenancy, a statutory tenancy or a secure tenancy,
 - (b) the tenant or any other person who lawfully occupies or is intended lawfully to occupy the premises is a disabled person,
 - (c) the person mentioned in paragraph (b) occupies or is intended to occupy the premises as his only or principal home,
 - (d) the tenant is entitled under the lease to make improvements to the premises with the consent of the landlord, and
 - (e) the tenant applies to the landlord for his consent to make a relevant improvement.
- (2) If the consent of the landlord is unreasonably withheld it must be taken to have been given.
- (3) Where the tenant applies in writing for the consent—
- (a) if the landlord refuses to give consent, he must give the tenant a written statement of the reason why the consent was withheld;

Status: Point in time view as at 01/10/2007. This version of this provision has been superseded.

Changes to legislation: There are currently no known outstanding effects for the Disability Discrimination Act 2005, Section 16. (See end of Document for details)

- (b) if the landlord neither gives nor refuses to give consent within a reasonable time, consent must be taken to have been withheld.
- (4) If the landlord gives consent to the making of an improvement subject to a condition which is unreasonable, the consent must be taken to have been unreasonably withheld.
- (5) In any question as to whether—
 - (a) the consent of the landlord was unreasonably withheld, or
 - (b) a condition imposed by the landlord is unreasonable,
 it is for the landlord to show that it was not.
- (6) If the tenant fails to comply with a reasonable condition imposed by the landlord on the making of a relevant improvement, the failure is to be treated as a breach by the tenant of an obligation of his tenancy.
- (7) An improvement to premises is a relevant improvement if, having regard to the disability which the disabled person mentioned in subsection (1)(b) has, it is likely to facilitate his enjoyment of the premises.
- (8) Subsections (2) to (6) apply to a lease only to the extent that provision of a like nature is not made by the lease.
- (9) In this section—
 - “improvement” means any alteration in or addition to premises and includes—
 - (a) any addition to or alteration in landlord’s fittings and fixtures,
 - (b) any addition or alteration connected with the provision of services to the premises,
 - (c) the erection of a wireless or television aerial, and
 - (d) the carrying out of external decoration;
 - “lease” includes a sub-lease or other tenancy, and “landlord” and “tenant” must be construed accordingly;
 - “protected tenancy” has the same meaning as in section 1 of the Rent Act 1977;
 - “statutory tenancy” must be construed in accordance with section 2 of that Act;
 - “secure tenancy” has the same meaning as in section 79 of the Housing Act 1985.

49H Conciliation of disputes

- (1) The Disability Rights Commission may make arrangements with any other person for the provision of conciliation services by, or by persons appointed by, that person in relation to a dispute of any description concerning the question whether it is unreasonable for a landlord to withhold consent to the making of a relevant improvement to a dwelling house.
- (2) Subsections (2) to (8) of section 28 apply for the purposes of this section as they apply for the purposes of that section and for that purpose a reference in that section to—

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- (a) a dispute arising under Part 3 must be construed as a reference to a dispute mentioned in subsection (1) above;
- (b) arrangements under that section must be construed as a reference to arrangements under this section.

(3) “Relevant improvement” has the same meaning as in section 49G.”

(2) ^{F1}

(3) ^{F1}

Textual Amendments

F1 S. 16(2)(3) repealed (1.10.2007) by Equality Act 2006 (c. 3), ss. 91, 93, **Sch. 4** (with s. 92); S.I. 2007/2603, **art. 2(c)(d)** (with art. 3)

Commencement Information

I1 S. 16 wholly in force at 4.12.2006; s. 16 not in force at Royal Assent see s. 20(3); s. 16(2) in force at 30.6.2005 by S.I. 2005/1676, **art. 2(1)(b)**; s. 16 fully in force at 4.12.2006 by S.I. 2005/2774, **art. 4(d)**

Status:

Point in time view as at 01/10/2007. This version of this provision has been superseded.

Changes to legislation:

There are currently no known outstanding effects for the Disability Discrimination Act 2005, Section 16.