



Equality Act 2010

2010 CHAPTER 15

PART 13

DISABILITY: MISCELLANEOUS

190 Improvements to let dwelling houses

- (1) This section applies in relation to a lease of a dwelling house if each of the following applies—
 - (a) the tenancy is not a protected tenancy, a statutory tenancy or a secure tenancy;
 - (b) the tenant or another person occupying or intending to occupy the premises is a disabled person;
 - (c) the disabled person occupies or intends to occupy the premises as that person's only or main home;
 - (d) the tenant is entitled, with the consent of the landlord, to make improvements to the premises;
 - (e) the tenant applies to the landlord for consent to make a relevant improvement.
- (2) Where the tenant applies in writing for the consent—
 - (a) if the landlord refuses to give consent, the landlord must give the tenant a written statement of the reason why the consent was withheld;
 - (b) if the landlord neither gives nor refuses to give consent within a reasonable time, consent must be taken to have been unreasonably withheld.
- (3) If the landlord gives consent subject to a condition which is unreasonable, the consent must be taken to have been unreasonably withheld.
- (4) If the landlord's consent is unreasonably withheld, it must be taken to have been given.
- (5) On any question as to whether—
 - (a) consent was unreasonably withheld, or
 - (b) a condition imposed was unreasonable,it is for the landlord to show that it was not.

Status: This is the original version (as it was originally enacted).

- (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 the tenancy.
- (7) An improvement to premises is a relevant improvement if, having regard to the disabled person's disability, it is likely to facilitate that person's enjoyment of the premises.
- (8) Subsections (2) to (7) apply only in so far as provision of a like nature is not made by the lease.
- (9) In this section—
- “improvement” means an alteration in or addition to the premises and includes—
 - (a) an addition to or alteration in the landlord's fittings and fixtures;
 - (b) an addition or alteration connected with the provision of services to the premises;
 - (c) the erection of a wireless or television aerial;
 - (d) carrying out external decoration;
 - “lease” includes a sub-lease or other tenancy, and “landlord” and “tenant” are to be construed accordingly;
 - “protected tenancy” has the same meaning as in section 1 of the Rent Act 1977;
 - “statutory tenancy” is to 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.