

1988 No. 281

LANDLORD AND TENANT

AGRICULTURAL HOLDINGS

**The Agriculture (Maintenance, Repair and Insurance of
Fixed Equipment) (Amendment) Regulations 1988**

<i>Made</i> - - - -	<i>17th February 1988</i>
<i>Laid before Parliament</i>	<i>29th February 1988</i>
<i>Coming into force</i> -	<i>24th March 1988</i>

The Minister of Agriculture, Fisheries and Food in relation to England and the Secretary of State in relation to Wales, in exercise of the powers conferred on them by section 7(1) of the Agricultural Holdings Act 1986(a) as read with section 7(2) of that Act, and of all other powers enabling them in that behalf, and after consultation with such bodies of persons as appear to them to represent the interests of landlords and tenants of agricultural holdings, hereby make the following Regulations:

Citation and commencement

1. These Regulations may be cited as the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) (Amendment) Regulations 1988, and shall come into force on 24th March 1988.

Amendment of principal regulations

2. The Schedule to the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations 1973(b) shall be amended as follows:—

(a) for paragraph 8 (tenant's liability to renew and replace tiles or slates) there shall be substituted the following paragraph—

“ 8.—(1) Notwithstanding the general liability of the landlord for repairs and replacements, to renew all broken or cracked tiles or slates and to replace all slipped tiles or slates from time to time as the damage occurs, but so that the cost shall not exceed £100 in any one year of the tenancy.

(2) This paragraph shall not have effect so as to render a tenant liable for the cost of any renewals or replacement of tiles in excess of £25 which have been carried out by the landlord prior to 24th March 1988.”

(a) 1986 c.5. The powers conferred by section 7(1) as read with section 7(2) are conferred on “ the Minister ”, which expression is defined in section 96(1) of the Agricultural Holdings Act 1986 as referring to the Minister of Agriculture, Fisheries and Food in relation to England and the Secretary of State in relation to Wales.

(b) S.I. 1973/1473.

(b) for paragraph 12 (recovery of cost of landlord's repairs or replacements if carried out by tenant) there shall be substituted the following paragraph—

“ 12.—(1) If the landlord fails to execute repairs other than repairs to an underground waterpipe which are his liability within three months of receiving from the tenant a written notice specifying the necessary repairs and calling on him to execute them, the tenant may execute such repairs and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover (subject to the landlord's right to require arbitration under sub-paragraph (5) below) the reasonable cost from the landlord forthwith.

(2) If the landlord fails to execute any repairs which are his liability to an underground waterpipe within one week of receiving from the tenant a written notice specifying the necessary repairs and calling on him to execute them, the tenant may execute such repairs and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover (subject to the landlord's right to require arbitration under sub-paragraph (5) below) the reasonable cost from the landlord upon the expiry of a period of one month from the execution of the repairs.

(3) Subject to sub-paragraph (4) below, if the landlord fails to execute any replacements which are his liability within three months of receiving from the tenant a written notice specifying the necessary replacements and calling on him to execute them, the tenant may execute such replacements and, except to the extent to which under the terms of Part I hereof the tenant is liable to bear the cost, recover (subject to the landlord's right to require arbitration under sub-paragraph (5) below) the reasonable cost from the landlord forthwith.

(4) The tenant shall not be entitled to recover, in respect of the aggregate of the replacements executed by him after being specified in a notice given in pursuance of sub-paragraph (3) above, in any year of the tenancy any sum in excess of whichever of the following sums is hereinafter specified in relation to the replacements so executed, that is to say—

(a) in relation to replacements executed in any year of the tenancy terminating on or before 24th March 1988, a sum equal to the rent of the holding for that year or £500, whichever is the smaller, or

(b) in relation to replacements executed in any year of the tenancy terminating after 24th March 1988, a sum equal to the rent of the holding for that year or £2,000, whichever is the smaller.

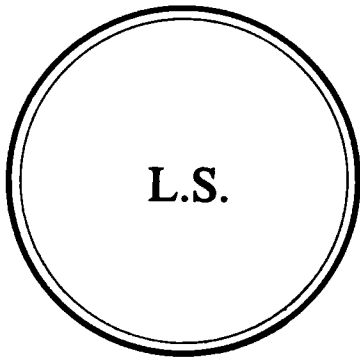
(5) (a) If the landlord wishes to contest his liability to execute any repairs or replacements specified in a notice served upon him by the tenant under sub-paragraph (1), (2) or (3) above he shall within one month of the service of that notice serve a counter-notice in writing upon the tenant specifying the grounds on which and the items of repair or replacement in respect of which he denies liability and requiring the question of liability in respect thereof to be determined by arbitration under the Act.

(b) Upon service of a counter-notice on the tenant which relates to a notice served on the landlord under sub-paragraph (1) or (3) above, the operation of the notice so served under sub-paragraph (1) or (3) (including the running of time thereunder) shall be suspended, in so far as it relates to the items specified in the counter-notice, until the termination of an arbitration determining the question of liability in respect of those items.

(c) Upon service of a counter-notice on the tenant which relates to a notice served on the landlord under sub-paragraph (2) above, the tenant's right under that sub-paragraph to recover the reasonable cost of the repairs specified in the counter-notice shall not arise unless the question of liability to execute those repairs is first determined by arbitration in favour of the tenant, and shall thereupon arise from the termination of the arbitration.

(d) In this sub-paragraph “ termination ” in relation to an arbitration means the date on which the arbitrator's award is delivered to the landlord.”.

In Witness whereof the Official Seal of the Minister of Agriculture, Fisheries and Food is hereunto affixed on 17th February 1988.



John MacGregor
Minister of Agriculture, Fisheries and Food

17th February 1988

Peter Walker
Secretary of State for Wales

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations are made under section 7(1) of the Agricultural Holdings Act 1986, as read with section 7(2) of that Act. They amend the Agriculture (Maintenance, Repair and Insurance of Fixed Equipment) Regulations 1973 ("the 1973 Regulations") which were made under section 6(1) of the Agricultural Holdings Act 1948(c.63) as read with section 15(2) of the Agriculture (Miscellaneous Provisions) Act 1972(c.62). Section 6(1) and section 15(2) have been re-enacted in section 7(1) and (2) of the 1986 Act. The 1973 Regulations prescribe model clauses relating to the maintenance, repair and insurance of fixed equipment. These clauses are deemed to be incorporated in every contract of tenancy of an agricultural holding except in so far as they would impose on one of the parties to an agreement in writing a liability which under the agreement is imposed on the other.

The present Regulations, which come into force on 24th March 1988, amend the model clauses in the 1973 Regulations in the following ways—

- (1) The limit on the tenant's liability for the renewal and replacement of tiles or slates in any one year is increased from £25 to £100.
- (2) The period of notice after which a tenant may carry out repairs to underground waterpipes which are the landlord's liability and recover the reasonable cost from the landlord is reduced from three months to one week. If, however, the landlord refers his liability to carry out such repairs to arbitration, his liability to pay for the cost of the work will not arise unless the arbitration is determined in favour of the tenant.
- (3) The maximum amount which the tenant may recover from the landlord in any year of the tenancy towards the cost of replacements which he carried out but which are wholly or partially the landlord's liability is increased to £2000 or a sum equal to the year's rent, whichever is the less. (The previous limit was £500 or a sum equal to the year's rent whichever was the less).

85p net

ISBN 0 11 086281 3

Printed in the United Kingdom by Her Majesty's Stationery Office

845/WO772 C10 5/88 3179089