

SCHEDULE 1

Maintenance, repair and insurance of the fixed equipment of an agricultural holding

PART 2

Rights and liabilities of tenant

Application

8. This Part does not apply in so far as any liability falls to be undertaken by the landlord under Part 1.

Commencement Information

II Sch. 1 para. 8 in force at 1.10.2015, see [reg. 1\(1\)](#)

Repairs and replacements

9.—(1) The tenant must repair and leave clean and in good tenantable repair, order and condition the farmhouse, cottages and farm buildings together with the following (which are in or upon the holding, or which during the tenancy may be erected or provided upon the holding)—

- (a) fixtures and fittings;
- (b) space heating and water heating systems (including the repair of any boiler but not its replacement), ranges, grates;
- (c) drains, sewers, gulleys and grease traps;
- (d) manholes and inspection chambers;
- (e) water supply systems and fittings situated above ground (including pipes, tanks, cisterns, sanitary fittings and drinking troughs), pumping equipment, and hydraulic rams whether above or below ground;
- (f) fences, hedges, field walls, stiles, cattle grids, gates and posts, and garden and yard doors;
- (g) bridges, culverts, ponds, watercourses, sluices and ditches;
- (h) roads and yards;
- (i) fixed equipment generating electricity, heat or power (including solar panels, heat pumps, wind turbines and anaerobic digesters) which is wholly for the use or benefit of the tenant;
- (j) vehicle fuel and oil tanks;
- (k) radon pumps;
- (l) insulation on water pipes; and
- (m) livestock handling systems and sheep dips.

(2) The tenant must repair or replace and leave in good tenantable repair, order and condition the following—

Status: This version of this part contains provisions that are prospective.
Changes to legislation: There are currently no known outstanding effects for the The Agriculture (Model Clauses for Fixed Equipment) (England) Regulations 2015, PART 2. (See end of Document for details)

- (a) door and window furniture including sashcords, locks and fastenings, glass and glass substitute except for glass or glass substitute which requires repair or replacement as a consequence of the condition of the door, window, skylight or their frames;
 - (b) removeable covers to any manhole, inspection chamber, sewage disposal system, slurry, silage or other effluent system excluding anaerobic digesters;
 - (c) electrical sockets, switches, light fittings on or outside the surface of walls, ceilings and floors excluding switches that are part of the consumer board;
 - (d) signs and notices; and
 - (e) all broken or cracked roof tiles or slates and all slipped roof tiles or slates, as the damage occurs, providing that the reasonable cost of the work does not exceed £500 in any one year of the tenancy.
- (3) Subject to paragraph 2(2)—
- (a) the tenant must repair or replace and, upon repair or replacement, adequately paint or otherwise treat with effective preservative material as may be proper, all items of fixed equipment, and to do any work, where such repair, replacement or work is rendered necessary by the wilful act or negligence of the tenant or of any of the tenant's household members or employees; and
 - (b) the tenant must replace anything mentioned in sub-paragraph (1) which has worn out or otherwise become incapable of repair if it's condition has been brought about by or is substantially due to the tenant's failure to repair it.

Commencement Information

I2 Sch. 1 para. 9 in force at 1.10.2015, see [reg. 1\(1\)](#)

Careful use

10. For the parts of the holding listed in paragraph 1 which are the responsibility of the landlord to repair or replace, the tenant must—

- (a) use those parts carefully to protect from damage; and
- (b) report in writing immediately to the landlord any damage, however caused, to those parts of the holding.

Commencement Information

I3 Sch. 1 para. 10 in force at 1.10.2015, see [reg. 1\(1\)](#)

Maintenance

11. The tenant must carry out the following maintenance—

- (a) keep clean and in good working order all roof valleys, eaves-guttering and downpipes, wells, septic tanks, cesspools, sewage disposal systems, slurry, silage and effluent systems excluding anaerobic digesters;
- (b) keep clear and in good working order reed beds for water and sewage treatment;
- (c) properly clean, paint or otherwise treat with materials of suitable quality the inside of the farmhouse, cottages and farm buildings, including the interior of outward opening doors

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- and windows of the farmhouse and cottages, which have been previously so treated, whenever necessary, and in any case at intervals of not more than 7 years;
- (d) in the last year of the tenancy to lime wash the inside of buildings previously lime washed;
 - (e) dig out, scour and cleanse all ponds, watercourses, ditches and grips as necessary to maintain them at sufficient width and depth; and
 - (f) cut, trim and lay a proper proportion of the hedges in each year of the tenancy to maintain them in good and sound condition.

Commencement Information

I4 Sch. 1 para. 11 in force at 1.10.2015, see [reg. 1\(1\)](#)

Tenant may execute repairs or replacements which are landlord liabilities

12.—(1) The tenant may execute repairs or replacements for which the landlord is liable in the following circumstances—

- (a) where the landlord fails to execute repairs or replacements, other than repairs to an underground waterpipe, within three months of receiving from the tenant a written notice specifying the necessary repairs or replacements and calling on the landlord to execute them;
- (b) where the landlord fails to execute repairs to an underground waterpipe within one week of receiving from the tenant a written notice specifying the necessary repairs and calling on the landlord to execute them;
- (c) where underground water pipes are damaged; and
- (d) where fire or carbon monoxide detectors or alarms are not working.

(2) The tenant must serve a written notice upon the landlord of repairs or replacements executed under sub-paragraph (1)(c) or (d) immediately after their execution.

Commencement Information

I5 Sch. 1 para. 12 in force at 1.10.2015, see [reg. 1\(1\)](#)

Landlord may contest liability

13.—(1) Subject to sub-paragraph (2), a landlord who wishes to contest liability to execute any repairs or replacements specified in a notice from the tenant under paragraph 12 must 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, liability is contested and requiring that the question of liability be determined by arbitration under the Act.

(2) Alternatively, the landlord and tenant may agree to refer the question of liability for third party determination.

- (3) The operation of a notice given under paragraph 12(1)(a) is suspended upon—
 - (a) a counter-notice being served by the landlord on the tenant (to the extent of the items specified in the counter-notice); or
 - (b) the parties referring the question of liability for third party determination (to the extent of the items specified in the referral).
- (4) The suspension operates under—

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- (a) sub-paragraph 3(a) until the date on which the arbitrator's award is delivered to the tenant; and
- (b) sub-paragraph 3(b) until the date on which the third party's determination is delivered to the tenant.

Commencement Information

I6 Sch. 1 para. 13 in force at 1.10.2015, see [reg. 1\(1\)](#)

Payment and recovery of costs

14.—(1) If the last year of the tenancy is not a year in which—

- (a) cleaning, decorating or other treatment as stated in paragraph 11(c) or (d) is due to be carried out, the tenant must pay to the landlord at the end of that last year the estimated reasonable cost of that work or a sum equal to the total of one-seventh of that cost for each year that has elapsed since the last cleaning, decorating or other treatment was completed, whichever is less;
- (b) the landlord is liable under paragraph 3 to paint or otherwise treat the doors, windows, eaves-guttering and downpipes of buildings, the tenant must pay to the landlord at the end of that last year either one-half of the estimated reasonable cost of that work or a sum equal to the total of one-tenth of that cost for each year that has elapsed since the last painting or other treatment was completed, whichever is less.

(2) In the assessment of any compensation payable by the tenant on the termination of the tenancy in respect of dilapidation, any accrued liability under sub-paragraph (1) must be taken into account.

(3) Subject to sub-paragraph (4), the tenant may recover the reasonable costs of repairs or replacements from the landlord—

- (a) in relation to repairs or replacements executed under paragraph 12(1)(a), without delay;
- (b) in relation to repairs or replacements executed under paragraph 12(1)(b) or (d), upon the expiry of one month from the execution of the repairs or replacements; and
- (c) in relation to repairs or replacements executed under paragraph 12(1)(c), upon the expiry of one month from the execution of the repairs or replacements and not to exceed £2000 for each repair or replacement.

(4) Where the question of liability to execute repairs or replacements under paragraph 12(1) has been referred to arbitration or third party determination, the tenant's right to recover the reasonable cost of the repairs or replacements does not arise unless the question of liability to execute those repairs or replacements is first determined by arbitration or third party determination in favour of the tenant, and then arises from the date on which the arbitrator's award or third party's determination is delivered to the landlord.

Commencement Information

I7 Sch. 1 para. 14 in force at 1.10.2015, see [reg. 1\(1\)](#)

Status:

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Changes to legislation:

There are currently no known outstanding effects for the The Agriculture (Model Clauses for Fixed Equipment) (England) Regulations 2015, PART 2.