

Landlord and Tenant Act 1985

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Landlord and Tenant Act 1985

An Act to consolidate certain provisions of the law of landlord and tenant formerly found in the; Housing Acts, together with the Landlord and Tenant Act 1962, with amendments to give effect to recommendations of the Law Commission. 30th October 1985]

1. DISCLOSURE OF LANDLORD'S IDENTITY

(1) If the tenant of premises occupied as a dwelling makes a written request for the landlord's name and address to—

(a) any person who demands, or the last person who received, rent payable under the tenancy, or any other person for the time being acting as agent for the landlord, in relation to the tenancy,

that person shall supply the tenant with a written statement of the landlord's name and address within the period of 21 days beginning with the day on which he receives the request.

(2) A person who, without reasonable excuse, fails to comply with subsection (1) commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

(3) In this section and section 2—

(a) "tenant" includes a statutory tenant; and (b) "landlord" means the immediate landlord.

2. DISCLOSURE OF DIRECTORS, AND ETC. OF CORPORATE LANDLORD

(1) Where a tenant is supplied under section 1 with the name and address of his landlord and the landlord is a body corporate, he may make a further written request to the landlord for the name and address of every director and of the secretary of the landlord.

(2) The landlord shall supply the tenant with a written statement of the information requested within the period of 21 days beginning with the day on which he receives the request.

(3) A request under this section is duly made to the landlord if it is made to—

(a) an agent of the landlord, or

(b) a person who demands the rent of the premises concerned;

and any such agent or person to whom such a request is made shall forward it to the landlord as soon as may be.

(4) A landlord who, without reasonable excuse, fails to comply with a request under this section, and a person who, without reasonable excuse, fails to comply with a requirement imposed on him by subsection (3), commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

SECTION 3. DUTY TO INFORM TENANT OF ASSIGNMENT OF LANDLORD'S INTEREST

(1) If the interest of the landlord under a tenancy of premises which consist of or include a dwelling is assigned, the new landlord shall give notice in writing of the assignment, and of his name and address, to the tenant not later than the next day on which rent is payable under the tenancy or, if that is within two months of the assignment, the end of that period of two months.

(2) If trustees constitute the new landlord, a collective description of the trustees as the trustees of the trust in question may be given as the name of the landlord, and where such a collective description is given—

(a) the address of the new landlord may be given as the address from which the affairs of the trust are conducted, and

(b) a change in the persons who are for the time being the trustees of the trust shall not be treated as an assignment of the interest of the landlord.

(3) A person who is the new landlord under a tenancy falling within subsection (1) and who fails, without reasonable excuse, to give the notice required by that subsection, commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

(3A) The person who was the landlord under the tenancy immediately before the assignment (~the old landlord') shall be liable to the tenant in respect of any breach of any covenant, condition or agreement under the tenancy occurring before the end of the relevant period in like manner as if the interest assigned were still vested in him; and where the new landlord is also liable to the tenant in respect of any such breach occurring within that period, he and the old landlord shall be jointly and severally liable in respect of it.

(3B) In subsection (3A) "the relevant period" means the period beginning with the date of the assignment and ending with the date when—

(a) notice in writing of the assignment, and of the new landlord's name and address, is given to the tenant by the new landlord (whether in accordance with subsection (1) or not), or

(b) notice in writing of the assignment, and of the new landlord's name and last known address, is given to the tenant by the old landlord, whichever happens first.

(4) In this section—

(a) "tenancy" includes a statutory tenancy. and

(b) references to the assignment of the landlord's interest include any conveyance other than a mortgage or charge.

SECTION 3A. DUTY TO INFORM TENANT OF POSSIBLE RIGHT TO ACQUIRE LANDLORD'S INTEREST

(1) Where a new landlord is required by section 3(1) to give notice to a tenant of an assignment to him, then if—

(a) the tenant is a qualifying tenant within the meaning of Part I of the Landlord and Tenant Act 1987 (tenants' rights of first refusal), and

(b) the assignment was a relevant disposal within the meaning of that Part affecting premises to which at the time of the disposal that

Part applied, the landlord shall give also notice in writing to the tenant to the following effect.

(2) The notice shall state—

(a) that the disposal to the landlord was one to which Part I of the Landlord and Tenant Act 1987 applied;

(b) that the tenant (together with other qualifying tenants) may have the right under that Part—

(i) to obtain information about the disposal, and

(ii) to acquire the landlord's interest in the whole or part of the premises in which the tenant's flat is situated; and

(c) the time within which any such right must be exercised, and the fact that the time would run from the date of receipt of notice under this section by the requisite majority of qualifying tenants (within the meaning of that Part).

(3) A person who is required to give notice under this section and who fails, without reasonable excuse, to do so within the time allowed for giving notice under section 3(1) commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

SECTION 4. PROVISION OF RENT BOOKS

(1) Where a tenant has a right to occupy premises as a residence in consideration of a rent payable weekly, the landlord shall provide a rent book or other similar document for use in respect of the premises.

(2) Subsection (1) does not apply to premises if the rent includes a payment in respect of board and the value of that board to the tenant forms a substantial proportion of the whole rent.

(3) In this section and sections 5 to 7—

(a) "tenant" includes a statutory tenant and a person having a contractual right to occupy the premises: and

(b) "landlord", in relation to a person having such a contractual right, means the person who granted the right or any successor in title of his, as the case may require.

SECTION 5. INFORMATION TO BE CONTAINED IN RENT BOOKS

(1) A rent book or other similar document provided in pursuance of section 4 shall contain notice of the name and address of the landlord of the premises and—

(a) if the premises are occupied by virtue of a restricted contract, particulars of the rent and of the other terms and conditions of the contract and notice of such other matters as may be prescribed;

(b) if the premises are let on or subject to a protected or statutory tenancy [or let on an assured tenancy within the meaning of Part I of the Housing Act 1988], notice of such matters as may be prescribed.

(2) If the premises are occupied by virtue of a restricted contract or let on or subject to a protected or statutory tenancy [or let on an assured tenancy within the meaning of Part I of the Housing Act 1988], the notice and particulars required by this section shall be in the prescribed form.

(3) In this section "prescribed" means prescribed by regulations made by the Secretary of State, which—

(a) may make different provision for different cases, and

(b) shall be made by statutory instrument which shall be subject to annulment in pursuance of a resolution of either House of Parliament.

SECTION 6. INFORMATION TO BE SUPPLIED BY COMPANIES

(1) Where the landlord of premises to which section 4(1) applies (premises occupied as a residence at a weekly rent) is a company, and the tenant serves on the landlord a request in writing to that effect, the landlord shall give the tenant in writing particulars of the name and address of every director and of the secretary of the company.

(2) A request under this section is duly served on the landlord if it is served—

- (a) on an agent of the landlord named as such in the rent book or other similar document,
- or
- (b) on the person who receives the rent of the premises;

and a person on whom a request is so served shall forward it to the landlord as soon as may be.

SECTION 7. OFFENCES

(1) If the landlord of premises to which section 4(1) applies (premises occupied as a residence at a weekly rent) fails to comply with any relevant requirement of— section 4 (provision of rent book), section 5 (information to be contained in rent book), or section 6 (information to be supplied by companies), he commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

(2) If a person demands or receives rent on behalf of the landlord of such premises while any relevant requirement of— section 4 (provision of rent book), or section 5 (information to be contained in rent book), is not complied with, then, unless he shows that he neither knew nor had reasonable cause to suspect that any such requirement had not been complied with, he commits a summary offence and is liable to a fine not exceeding level 4 on the standard scale.

(3) If a person fails to comply with a requirement imposed on him by section 6(2) (duty to forward request to landlord), he commits a summary offence and is liable on conviction to a fine not exceeding level 4 on the standard scale.

(4) If a default in respect of which—

- (a) a landlord is convicted of an offence under subsection (1), or
- (b) another person is convicted of an offence under subsection (3), continues for more than 14 days after the conviction, the landlord or other person commits a further offence under that subsection in respect of the default.

SECTION 8. IMPLIED TERMS AS TO FITNESS FOR HUMAN HABITATION

(1) In a contract to which this section applies for the letting of a house for human habitation there is implied, notwithstanding any stipulation to the contrary—

- (a) a condition that the house is fit for human habitation at the commencement of the tenancy, and
- (b) an undertaking that the house will be kept by the landlord fit for human habitation during the tenancy.

(2) The landlord, or a person authorised by him in writing, may at reasonable times of the day, on giving 24 hours' notice in writing to the tenant or occupier, enter premises to which this section applies for the purpose of viewing their state and condition.

(3) This section applies to a contract if—

(a) the rent does not exceed the figure applicable in accordance with subsection (4), and
(b) the letting is not on such terms as to the tenant's responsibility as are mentioned in subsection (5).

(4) The rent limit for the application of this section is shown by the following Table, by reference to the date of making of the contract and the situation of the premises:

TABLE

Date of making of contract	Rent limit
Before 31st July 1923	In London: £40. Elsewhere: £26 or £16 (see Note1).
On or after 31st July 1923 and before 6th July 1957	In London: £40. Elsewhere: £26.
On or after 6th July 1957	In London: £80. Elsewhere: £52.

NOTES

1. The applicable figure for contracts made before 31st July 1923 is £26 in the case of

(5) This section does not apply where a house is let for a term of three years or more (the lease not being determinable at the option of either party before the expiration of three years) upon terms that the tenant puts the premises into a condition reasonably fit for human habitation.

(6) In this section "house" includes —

- (a) a part of a house, and
- (b) any yard, garden, outhouses and appurtenances belonging to the house or usually enjoyed with it.

SECTION 9. APPLICATION OF SECTION 8 TO CERTAIN HOUSES OCCUPIED BY AGRICULTURAL WORKERS

(1) Where under the contract of employment of a worker employed in agriculture the provision of a house for his occupation forms part of his remuneration and the provisions of section 8 (implied terms as to fitness for human habitation) are inapplicable by reason only of the house not being let to him —

- (a) there are implied as part of the contract of employment, notwithstanding any stipulation to the contrary, the like condition and undertaking as would be implied under that section if the house were so let, and
- (b) the provisions of that section apply accordingly, with the substitution of "employer" for "landlord" and such other modifications as may be necessary.

(2) This section does not affect any obligation of a person other than the employer to repair a house to which this section applies, or any remedy for enforcing such an obligation.

(3) In this section "house" includes

- (a) a part of a house, and
 - (b) any yard, garden, outhouses and appurtenances belonging to the house or usually enjoyed with it.
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SECTION 10. FITNESS FOR HUMAN HABITATION

In determining for the purposes of this Act whether a house is fit for human habitation, regard shall be had to its condition in respect of the following matters —repair, stability, freedom from damp, internal arrangement, natural lighting, ventilation, water supply, drainage and sanitary conveniences, facilities for preparation and cooking of food and for the disposal of waste water; and the house shall be regarded as unfit for human habitation if, and only if, it is so far defective in one or more of those matters that it is not reasonably suitable for occupation in that condition.

SECTION 11. REPAIRING OBLIGATIONS IN SHORT LEASES

(1) In a lease to which this section applies (as to which, see sections 13 and 14) there is implied a covenant by the lessor -

- (a) to keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- (b) to keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and
- (c) to keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

(1A) If a lease to which this section applies is a lease of a dwelling-house which forms part only of a building, then, subject to subsection (1B), the covenant implied by subsection (1) shall have effect as if—

- (a) the reference in paragraph (a) of that subsection to the dwelling-house included a reference to any part of the building in which the lessor has an estate or interest; and
- (b) any reference in paragraphs (b) and (c) of that subsection to an installation in the dwelling-house included a reference to an installation which, directly or indirectly, serves the dwelling-house and which either—

- (i) forms part of any part of a building in which the lessor has an estate or interest; or
- (ii) is owned by the lessor or under his control.

(1B) Nothing in subsection (1A) shall be construed as requiring the lessor to carry out any works or repairs unless the disrepair (or failure to maintain in working order) is such as to affect the lessee's enjoyment of the dwelling-house or of any common parts, as defined in section 60(1) of the Landlord and Tenant Act 1987, which the lessee, as such, is entitled to use.

(2) The covenant implied by subsection (1) ("the lessor's repairing covenant") shall not be construed as requiring the lessor—

- (a) to carry out works or repairs for which the lessee is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable but for an express covenant 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 dwelling-house.

(3) In determining the standard of repair required by the lessor's repairing covenant, regard shall be had to the age, character and prospective

life of the dwelling-house and the locality in which it is situated.

(3A) In any case where—

- (a) the lessor's repairing covenant has effect as mentioned in subsection (1A), and
- (b) in order to comply with the covenant the lessor needs to carry out works or repairs otherwise than in, or to an installation in, the dwelling-house, and
- (c) the lessor does not have a sufficient right in the part of the building or the installation concerned to enable him to carry out the required works or repairs,

then, in any proceedings relating to a failure to comply with the lessor's repairing covenant, so far as it requires the lessor to carry out the works or repairs in question, it shall be a defence for the lessor to prove that he used all reasonable endeavours to obtain, but was unable to obtain, such rights as would be adequate to enable him to carry out the works or repairs.

(4) A covenant by the lessee for the repair of the premises is of no effect so far as it relates to the matters mentioned in subsection (1)(a) to (c), except so far as it imposes on the lessee any of the requirements mentioned in subsection (2)(a) or (c).

(5) The reference in subsection (4) to a covenant by the lessee for the repair of the premises includes a covenant —

- (a) to put in repair or deliver up in repair,
- (b) to paint, point or render,
- (c) to pay money in lieu of repairs by the lessee, or
- (d) to pay money on account of repairs by the lessor.

(6) In a lease in which the lessor's repairing covenant is implied there is also implied a covenant by the lessee that the lessor, or any person authorised by him in writing, may at reasonable times of the day and 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.

NOTE— The implementation of subsections (1A~), (1B) and (3A~) are not applicable to leases or an agreement for a lease entered into before 15th January 1989, see section 116(4) Housing Act 1988, page 402

SECTION 12. RESTRICTION ON CONTRACTING OUT OF SECTION 11

(1) A covenant or agreement, whether contained in a lease to which section 11 applies or in an agreement collateral to such a lease, is void in so far as it purports—

- (a) to exclude or limit the obligations of the lessor or the immunities of the lessee under that section, or
- (b) to authorise any forfeiture or impose on the lessee any penalty, disability or obligation in the event of his enforcing or relying upon those obligations or immunities, unless the inclusion of the provision was authorised by the county court.

(2) The county court may, by order made with the consent of the parties, authorise the inclusion in a lease, or in an agreement collateral to a lease, of provisions excluding or modifying in relation to the lease, the provisions of section 11 with respect to the repairing obligations of the parties if it appears to the court that it is reasonable to do so, having regard to all the circumstances of the case, including the other terms and conditions of the lease.

SECTION 13. LEASES TO WHICH SECTION 11 APPLIES: GENERAL RULE

(1) Section 11 (repairing obligations) applies to a lease of a dwelling-house granted on or after 24th October 1961 for a term of less than seven years.

(2) In determining whether a lease is one to which section 11 applies—

- (a) any part of the term which falls before the grant shall be left out of account and the lease shall be treated as a lease for a term commencing with the grant,
- (b) a lease which is determinable at the option of the lessor before the expiration of seven years from the commencement of the term shall be treated as a lease for a term of less than seven years, and
- (c) a lease (other than a lease to which paragraph (b) applies) shall not be treated as a lease for a term of less than seven years if it confers on the lessee an option for renewal for a term which, together with the original term, amounts to seven years or more.

(3) This section has effect subject to— section 14 (leases to which section 11 applies: exceptions), and section 32(2) (provisions not applying to tenancies within Part II of the Landlord and Tenant Act 1954).

SECTION 14. LEASES TO WHICH SECTION 11 APPLIES; EXCEPTIONS

(1) Section 11 (repairing obligations) does not apply to a new lease granted to an existing tenant, or to a former tenant still in possession, if the previous lease was not a lease to which section 11 applied (and, in the case of a lease granted before 24th October 1961, would not have been if it had been granted on or after that date).

(2) In subsection (1)— "existing tenant" means a person who is when, or immediately before, the new lease is granted, the lessee under another lease of the dwelling-house;

"former tenant still in possession" means a person who—

- (a) was the lessee under another lease of the dwelling-house which terminated at some time before the new lease was granted, and
- (b) between the termination of that other lease and the grant of the new lease was continuously in possession of the dwelling-house or of the rents and profits of the dwelling-house~ and

"the previous lease" means the other lease referred to in the above definitions.

(3) Section 11 does not apply to a lease of a dwelling-house which is a tenancy of an agricultural holding within the meaning of the [Agricultural Holdings Act 1986]' [and in relation to which that Act applies or to a farm business tenancy within the meaning of the Agricultural Tenancies Act 1995.]

(4) Section 11 does not, apply to a lease granted on or after 3rd October 1980 to—

a local authority,
[a National Park authority]
a new town corporation,
an urban development corporation,
the Development Board for Rural Wales,
a [registered social landlord],
a co-operative housing association, or
an educational institution or other body specified, or of a class specified, by regulations under section 8 of the Rent Act 1977 [or paragraph 8 of Schedule 1 to the Housing Act 1988] (bodies making student lettings), [a housing action trust established under Part III of the Housing Act 1988]

(5) Section 11 does not apply to a lease granted on or after 3rd October 1980 to—

- (a) Her Majesty in right of the Crown (unless the lease is under the management of the Crown Estate Commissioners), or
 - (b) a government department or a person holding in trust for Her Majesty for the purposes of a government department.
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SECTION 15. JURISDICTION OF COUNTY COURT

The county court has jurisdiction to make a declaration that section 11 (repairing obligations) applies, or does not apply, to a lease—

- (a) whatever the net annual value of the property in question, and
 - (b) notwithstanding that no other relief is sought than a declaration.
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SECTION 16. MEANING OF "LEASE" AND RELATED EXPRESSIONS

In sections 11 to 15 (repairing obligations in short leases)—

- (a) "lease" does not include a mortgage term;
 - (b) "lease of a dwelling-house" means a lease by which a building or part of a building is let wholly or mainly as a private residence, and "dwelling-house" means that building or part of a building;
 - (c) "lessee" and "lessor" mean, respectively, the person for the time being entitled to the term of a lease and to the reversion expectant on it.
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SECTION 17. SPECIFIC PERFORMANCE OF LANDLORD'S REPAIRING OBLIGATIONS

(1) In proceedings in which a tenant of a dwelling alleges a breach on the part of dwelling alleges a breach on the part of his landlord of a repairing covenant relating to any part of the premises in which the dwelling is comprised, the court may order specific performances of the covenant whether or not the breach relates to a part of the premises let to the tenant and notwithstanding any equitable rule restricting the scope of the remedy, whether on the basis of a lack of mutuality or otherwise.

(2) In this section-

(a) "tenant" includes statutory tenant,

(b) in relation to a statutory tenant the reference to the premises let to him is to the premises of which he is a statutory tenant,

(c) "landlord", in relation to a tenant, includes any person against whom the tenant has a right to enforce a repairing covenant, and

(d) "repairing covenant" means a covenant to repair, maintain, renew, construct or replace any property.