
STATUTORY INSTRUMENTS

1987 No. 710

The Agricultural Holdings (Arbitration on Notices) Order 1987

PART II:

NOTICES TO DO WORK

notices requiring arbitration

Notice where arbitration is available at the notice to remedy stage only

3.—(1) Where a tenant on whom a notice to do work has been served wishes to have determined by arbitration under the 1986 Act any of the following questions, namely—

- (a) his liability under the terms or conditions of his tenancy to do any of the work specified in the notice,
- (b) the deletion from the notice of any item or part of an item of work on the ground that it is unnecessary or unjustified, or
- (c) the substitution, in the case of any item or part of an item of work, of a different method or material for the method or material which the notice would otherwise require to be followed or used,

he shall do so by service of a notice requiring the question or questions to be determined by arbitration under the 1986 Act.

(2) A notice under paragraph (1) above shall be in writing, and shall be served on the landlord within one month after the service on the tenant of the notice to do work.

(3) A notice under paragraph (1) above shall specify, as the case may be—

- (a) any items in respect of which the tenant denies liability,
- (b) any items or parts of items which the tenant claims to be unnecessary or unjustified, and
- (c) any method or material in respect of which the tenant desires a substitution to be made.

Notice on other questions or in other cases

4.—(1) Where the tenant on whom a notice to do work has been served wishes to have determined by arbitration under the 1986 Act in addition to a question specified in article 3(1) any other question arising under that notice which is not a question so specified, he shall do so by serving on the landlord within one month after the service of the notice to do work a notice in writing requiring the question to be so determined.

(2) Where the tenant on whom a notice to do work has been served does not wish any question specified in article 3(1) to be determined by arbitration under the 1986 Act but wishes to have determined by such arbitration any other question arising under that notice, he shall do so—

- (a) by serving on the landlord within one month after the service of the notice to do work a notice in writing requiring the question to be so determined, or

(b) by serving a notice in accordance with article 9.

(3) Nothing in this article shall preclude a tenant who has required arbitration under this article and who has been found liable to comply with a notice to do work or with any part of it from subsequently requiring arbitration under article 9 on the ground that, in consequence of anything happening before the expiration of the time for doing the work as extended by the arbitrator in pursuance of article 6(2), it would have been unreasonable to require the tenant to do the work within that time.

powers of arbitrator

Power to modify notice

5. In addition to any powers otherwise available to him, an arbitrator may—
- (a) in relation to any question specified in article 3(1)(b), modify a notice to do work by deleting any item or part of an item of work specified in the notice as to which, having due regard to the interests of good husbandry as respects the agricultural holding to which the notice relates and of sound management of the estate of which that holding forms part or which that holding constitutes, the arbitrator is satisfied that it is unnecessary or unjustified, and
 - (b) in relation to a question specified in article 3(1)(c), modify a notice to do work by substituting, in the case of any item or part of an item of work specified in the notice, a different method or material for the method or material which the notice would otherwise require to be followed or used where, having regard to the purpose which that item or part is intended to achieve, the arbitrator is satisfied that—
 - (i) the last-mentioned method or material would involve undue difficulty or expense,
 - (ii) the first-mentioned method or material would be substantially as effective for that purpose, and
 - (iii) in all the circumstances the substitution is justified.

supplementary

Extension of time for doing work

6.—(1) Where a tenant requires any question to be determined by arbitration under article 3 or 4, the time specified for doing the work which is the subject of the arbitration shall be extended until the termination of the arbitration.

(2) Where the arbitrator finds that the tenant is liable to comply with a notice to do work or with any part of it, he shall extend the time for doing that work by such further period as he thinks fit.

Date of termination of tenancy on failure to do work

7.—(1) Where the time specified for doing any work is extended under article 6(2), the arbitrator may, either of his own motion or on the application of the landlord made not later than fourteen days after the termination of the arbitration, specify a date for the termination of the tenancy by notice to quit in the event of the tenant's failure to do the work within the extended time.

- (2) A date specified under paragraph (1) above shall not be earlier than—
- (a) the date on which the tenancy could have been terminated by notice to quit served on the expiration of the time originally specified in the notice to do work, or
 - (b) six months after the expiration of the extended time, whichever is the later.

(3) Where the landlord applies to the arbitrator under paragraph (1) above, he shall at the same time give written notice of the application to the tenant (except where the application is made at the arbitration) and the tenant shall be entitled to be heard on the application.

(4) A notice to quit on a date specified under paragraph (1) above shall be served on the tenant within one month after the expiration of the extended time, and shall (subject to any right to contest its effectiveness available to the tenant) be valid notwithstanding that it is served less than twelve months before the date on which the tenancy is to be terminated or that that date is not the end of a year of the tenancy.

Recovery of cost of work

8. Where, on an arbitration relating in whole or in part to the question specified in article 3(1)(a), it appears to the arbitrator that the tenant has done work required by a notice to do work which he was under no obligation to do, the arbitrator shall determine the reasonable cost of such work, which shall be recoverable from the landlord by the tenant in accordance with section 85(1) of the 1986 Act.