

SCHEDULES

SCHEDULE 10

LANDLORD'S REPAIRING OBLIGATIONS

Obligations to repair

- 1 (1) This paragraph applies—
- (a) to a contract entered into before 31st July 1923 for letting for human habitation a house at a rent not exceeding £16;
 - (b) to a contract entered into on or after 31st July 1923 for letting for human habitation a house at a rent not exceeding £26;
- but shall not apply to a contract for the letting by a local authority of any house purchased or retained by the authority under section 121 or paragraph 5 of Schedule 8 for use for housing purposes.
- (2) In any contract to which this paragraph applies there shall, notwithstanding any stipulation to the contrary, be implied a condition that the house is at the commencement of the tenancy, and an undertaking that the house will be kept by the landlord during the tenancy, in all respects reasonably fit for human habitation:
- Provided that that condition and the undertaking shall not be implied when a house is let for a period of not less than 3 years upon the terms that it will be put by the lessee into a condition in all respects reasonably fit for human habitation, and the lease is not determinable at the option of either party before the expiration of 3 years.
- (3) The landlord, or any 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 any premises in respect of which this paragraph applies for the purpose of viewing their state and condition.
- (4) In determining for the purposes of this paragraph whether a house is fit for human habitation, regard shall be had to the extent, if any, to which by reason of disrepair or sanitary defects the house falls short of the provisions of any building regulations in operation in the district.
- (5) In this paragraph—
- (a) the expression "landlord" means any person who lets to a tenant for human habitation any house under any contract to which this paragraph applies, and includes his successors in title; and
 - (b) the expression "house" includes part of a house; and
 - (c) the expression "sanitary defects" includes lack of air space or of ventilation, darkness, dampness, absence of adequate and readily accessible water supply or of sanitary arrangements or of other conveniences, and inadequate paving or drainage of courts, yards or passages..