



# Disability Discrimination Act 1995

## 1995 CHAPTER 50

### [<sup>F1</sup>PART 5B

#### IMPROVEMENTS TO DWELLING HOUSES

#### [<sup>F1</sup>49G Improvements to let dwelling houses

- (1) This section applies in relation to a lease of a dwelling house if—
  - (a) the tenancy is not a protected tenancy, a statutory tenancy or a secure tenancy,
  - (b) the tenant or any other person who lawfully occupies or is intended lawfully to occupy the premises is a disabled person,
  - (c) the person mentioned in paragraph (b) occupies or is intended to occupy the premises as his only or principal home,
  - (d) the tenant is entitled under the lease to make improvements to the premises with the consent of the landlord, and
  - (e) the tenant applies to the landlord for his consent to make a relevant improvement.
- (2) If the consent of the landlord is unreasonably withheld it must be taken to have been given.
- (3) Where the tenant applies in writing for the consent—
  - (a) if the landlord refuses to give consent, he must give the tenant a written statement of the reason why the consent was withheld;
  - (b) if the landlord neither gives nor refuses to give consent within a reasonable time, consent must be taken to have been withheld.
- (4) If the landlord gives consent to the making of an improvement subject to a condition which is unreasonable, the consent must be taken to have been unreasonably withheld.
- (5) In any question as to whether—
  - (a) the consent of the landlord was unreasonably withheld, or
  - (b) a condition imposed by the landlord is unreasonable,it is for the landlord to show that it was not.

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*Status: Point in time view as at 04/12/2006. This version of this provision has been superseded.*

*Changes to legislation: There are currently no known outstanding effects for the Disability Discrimination Act 1995, Section 49G. (See end of Document for details)*

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- (6) If the tenant fails to comply with a reasonable condition imposed by the landlord on the making of a relevant improvement, the failure is to be treated as a breach by the tenant of an obligation of his tenancy.
- (7) An improvement to premises is a relevant improvement if, having regard to the disability which the disabled person mentioned in subsection (1)(b) has, it is likely to facilitate his enjoyment of the premises.
- (8) Subsections (2) to (6) apply to a lease only to the extent that provision of a like nature is not made by the lease.
- (9) In this section—
- “improvement” means any alteration in or addition to premises and includes—
- (a) any addition to or alteration in landlord’s fittings and fixtures,
  - (b) any addition or alteration connected with the provision of services to the premises,
  - (c) the erection of a wireless or television aerial, and
  - (d) the carrying out of external decoration;
- “lease” includes a sub-lease or other tenancy, and “landlord” and “tenant” must be construed accordingly;
- “protected tenancy” has the same meaning as in section 1 of the Rent Act 1977;
- “statutory tenancy” must be construed in accordance with section 2 of that Act;
- “secure tenancy” has the same meaning as in section 79 of the Housing Act 1985.]

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**Textual Amendments**

**F1** Pt. 5B (ss. 49G, 49H) inserted (E.W.) (4.12.2006) by [Disability Discrimination Act 2005 \(c. 13\)](#), **ss. 16(1), 20(3)-(6)**, [S.I. 2005/2774](#), {art. 4(d)}

**Status:**

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**Changes to legislation:**

There are currently no known outstanding effects for the Disability Discrimination Act 1995, Section 49G.