



# Housing Act 2004

## 2004 CHAPTER 34

### PART 4

#### ADDITIONAL CONTROL PROVISIONS IN RELATION TO RESIDENTIAL ACCOMMODATION

#### CHAPTER 1

##### INTERIM AND FINAL MANAGEMENT ORDERS

##### *Interim and final management orders: other general provisions*

#### **125 Effect of management orders: agreements and legal proceedings**

- (1) An agreement or instrument within subsection (2) has effect, while an interim or final management order is in force, as if any rights or liabilities of the immediate landlord under the agreement or instrument were instead rights or liabilities of the local housing authority.
- (2) An agreement or instrument is within this subsection if—
  - (a) it is effective on the commencement date,
  - (b) one of the parties to it is a person who is the immediate landlord of the house or a part of the house (“the relevant premises”),
  - (c) it relates to the house, whether in connection with—
    - (i) any management activities with respect to the relevant premises, or
    - (ii) the provision of any services or facilities for persons occupying those premises,or otherwise,
  - (d) it is specified for the purposes of this subsection in the order or falls within a description of agreements or instruments so specified, and
  - (e) the authority serve a notice in writing on all the parties to it stating that subsection (1) is to apply to it.

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*Status: This is the original version (as it was originally enacted).*

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- (3) An agreement or instrument is not within subsection (2) if—
- (a) it is a lease within section 107(5) or 116(5), or
  - (b) it relates to any disposition by the immediate landlord which is not precluded by section 109(2) or 118(2), or
  - (c) it is within section 124(4).
- (4) Proceedings in respect of any cause of action within subsection (5) may, while an interim or final management order is in force, be instituted or continued by or against the local housing authority instead of by or against the immediate landlord.
- (5) A cause of action is within this subsection if—
- (a) it is a cause of action (of any nature) which accrued to or against the immediate landlord of the house or a part of the house before the commencement date,
  - (b) it relates to the house as mentioned in subsection (2)(c),
  - (c) it is specified for the purposes of this subsection in the order or falls within a description of causes of action so specified, and
  - (d) the authority serve a notice in writing on all interested parties stating that subsection (4) is to apply to it.
- (6) If, by virtue of this section, the authority become subject to any liability to pay damages in respect of anything done (or omitted to be done) before the commencement date by or on behalf of the immediate landlord of the house or a part of it, the immediate landlord is liable to reimburse to the authority an amount equal to the amount of the damages paid by them.
- (7) In this section—
- “agreement” includes arrangement;
  - “the commencement date” means the date on which the order comes into force (or, if that order was preceded by one or more orders under this Chapter, the date when the first order came into force);
  - “management activities” includes repair, maintenance, improvement and insurance.