



Landlord and Tenant Act 1954

1954 CHAPTER 56

PART I

SECURITY OF TENURE FOR RESIDENTIAL TENANTS

Statutory tenancies arising under Part I

- 9 Principles to be observed in determining terms of statutory tenancy as to repairs and rent.**
- (1) Where it falls to the court to determine what initial repairs (if any) should be carried out by the landlord, the court shall not, except with the consent of the landlord and the tenant, require the carrying out of initial repairs in excess of what is required to bring the dwelling-house into good repair or the carrying out of any repairs not specified by the landlord in his application as repairs which he is willing to carry out.
 - (2) In the last foregoing subsection the expression " good repair " means good repair as respects both structure and decoration, having regard to the age, character and locality of the dwelling-house.
 - (3) Notwithstanding anything in subsection (1) of section seven of this Act, the court shall not have power to determine that any initial repairs shall be carried out by the tenant except with his consent.
 - (4) Any obligations imposed by the court under this Part of this Act as to keeping the dwelling-house in repair during the period of the statutory tenancy shall not be such as to require the dwelling-house to be kept in a better state of repair than the state which may be expected to subsist after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, in a better state of repair than the state subsisting at the time of the court's determination of what obligations are to be imposed.
 - (5) Where it falls to the court to determine the rent which should be the standard rent of the dwelling-house during the period of the statutory tenancy, the court shall have regard in particular—

Status: This is the original version (as it was originally enacted).

- (a) to the state of repair of the dwelling-house which may be expected to subsist after the completion of the initial repairs (if any) to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, to the state of repair at the time of the court's determination, and
- (b) to the terms (other than terms as to rent, as to initial repairs and as to any payment for accrued tenant's repairs) which will have effect as respects the dwelling-house during the period of the statutory tenancy,

and the rent determined by the court shall be the rent which, irrespective of the personal circumstances of the parties, in its opinion would be a reasonable rent for the dwelling-house on a letting in that state of repair and on those terms.