UNFURNISHED PREMISES

1954 No. 1036

The Housing Repairs (Increase of Rent) Regulations, 1954

Made - - - -	30*th July*, 1954
Coming into Operation	30*th August*, 1954

The Minister of Housing and Local Government, in exercise of his powers under Sections 25, 26, 28 and 30 of and the Second Schedule to the Housing Repairs and Rents Act, 1954(**a**), and of all other powers enabling him in that behalf, hereby makes the following regulations:—

1. These regulations may be cited as the Housing Repairs (Increase of Rent) Regulations, 1954, and shall come into operation on the thirtieth day of August, 1954.

2.—(1) In these regulations the expression "the Act of 1954" means the Housing Repairs and Rents Act, 1954.

(2) The Interpretation Act, 1889(**b**), applies to the interpretation of these regulations as it applies to the interpretation of an Act of Parliament.

3. The form contained in the First Schedule to these regulations, or a form substantially to the like effect, shall be the form to be used for the purpose of a notice of repairs increase of rent under Section 25 of the Act of 1954.

4. The forms contained in the Second Schedule to these regulations, or forms substantially to the like effect, shall be the forms to be used for the purpose of declarations by landlords under Section 25 of and the Second Schedule to the Act of 1954, as to the conditions justifying a repairs increase of rent, and as to the carrying out of work of repair.

5. The form contained in the Third Schedule to these regulations, or a form substantially to the like effect, shall be the form to be used for the purpose of a notice of the passing on of a repairs increase of rent to a sub-tenant under Section 28 of the Act of 1954.

6. The form contained in the Fourth Schedule to these regulations, or a form substantially to the like effect, shall be the form to be used for the purpose of an election by a landlord as to internal decorative repair under Section 30 of the Act of 1954.

7. The form contained in the Fifth Schedule to these regulations, or a form substantially to the like effect, shall be the form in which a certificate of disrepair shall be granted by a local authority under Section 26 of the Act of 1954.

(**a**) 2 & 3 Eliz. 2. c. 53. (**b**) 52 & 53 Vict. c. 63.

8. The form contained in the Sixth Schedule to these regulations, or a form substantially to the like effect, shall be the form to be used for the purpose of a notice of increase of standard rent under proviso (*a*) to subsection (2) of Section 36 of the Act of 1954.

9. The form contained in the Seventh Schedule to these regulations, or a form substantially to the like effect, shall be the form to be used for the purpose of a notice of increase of rent under Section 37 of the Act of 1954 on account of a new standard rent having been fixed by the local authority under Section 22 of the Housing Act, 1949(**a**).

10. Any document which is required to be in a form contained in any of the Schedules to these regulations, or in a form substantially to the like effect, shall contain the information comprised in such of the Notes set out in the Eighth Schedule to these regulations as are referred to in the relevant form.

Given under the official seal of the Minister of Housing and Local Government this thirtieth day of July, nineteen hundred and fifty-four.

(L.S.) *Harold Macmillan,*

Minister of Housing and Local Government.

FIRST SCHEDULE

Form of Notice of Repairs Increase

HOUSING REPAIRS AND RENTS ACT, 1954

Notice of Repairs Increase

Date.....

To.....[prospective] tenant of.....

Take notice that [*Note* 1]—

(*a*) Delete the words in these square brackets in the case of a notice to a prospective tenant.

[The existing recoverable rent of the above-mentioned premises inserted at (1) below will be increased as from by the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (2) below.] (*a*)

(*b*) Delete the words in these square brackets in the case of a notice to a tenant.

[The rent proposed to be charged for the above-mentioned premises is £ s. d. per , and is made up of the existing recoverable rent, the amount of which is inserted at (1) below, and the repairs increase permitted by the above-mentioned Act, the amount of which is inserted at (2) below.] (*b*)

A declaration as to the condition of the premises and the carrying out of work of repair accompanies this notice. [*Note* 2.]

(Signed) .....

(Address).....

	£ s. d. per
(1) Existing recoverable rent of the premises [*Note* 3.] ...	
(2) Repairs increase as calculated below [*Note* 4; *Note* 5; *Note* 6.]	
Total Rent	

(a) 12, 13 & 14 Geo. 6. c. 60.

Calculation of Repairs Increase

	£ s. d. per
Maximum repairs increase of twice the statutory repairs deduction [*Note* 7] for the premises, the gross value of which is £ s. d. per annum [*Note* 8.]	
Less £ s. d. per	
(i) A proportionate part of maximum repairs increase corresponding to the tenant's share (if any) of the burden of repair, which is per cent. [*Note* 9.]	
(ii) A further amount (if any) calculated in the manner set out below to ensure that the recoverable rent, excluding the amounts set out below but including the repairs increase, does not exceed twice the gross value of the premises	
Total of (i) and (ii)...	
Net repairs increase	
Less	
One-third of net repairs increase where landlord has made an election as to internal decorative repair [*Note* 10.]	
Repairs increase recoverable	

Calculation referred to in (ii) above

	£ s. d. per
Existing recoverable rent	
Less £ s. d. per	
(*a*) Amount payable by the landlord for rates for current rating period ...	
(*b*) Part of rent which represents payment for furniture or services provided by the landlord [*Note* 11.]	
(*c*) Part of rent which represents payment in respect of improvements, alterations or additional or improved fixtures or fittings	
Total of (*a*), (*b*) and (*c*)	
Add	
Maximum repairs increase less any amount entered at (i) above	
Less	
Twice the gross value, £ s. d. per annum, equals	
Amount of further deduction (if any) under (ii) above	

SECOND SCHEDULE

Forms of Declaration by Landlords that the Conditions Justifying a Repairs Increase are Fulfilled, and that Work of Repair to the Required Value has been Carried Out.

PART I

(Forms to be used in all cases except where the landlord of a building containing two or more dwelling-houses has elected that the value of the work carried out shall be determined in accordance with paragraph 7 (3) of the Second Schedule to the Housing Repairs and Rents Act, 1954.)

FORM A

(To be used where tenant is under no express liability for any repairs, whether or not the landlord has made an election as to internal decorative repair)

HOUSING REPAIRS AND RENTS ACT, 1954

Declaration of landlord to accompany notice of repairs increase

Date.....

To.....[prospective] tenant of.....

I, , the landlord of the above-mentioned premises, being wholly responsible for repairs [*Note* 12] and [not] having made an election as to internal decorative repair [*Note* 10], hereby make the following declaration [*Note* 13]:—

1. At the date of service of the notice of repairs increase which accompanies this declaration, the conditions justifying an increase of rent are fulfilled. [*Note* 14.]

2. During the period of (*a*) ending on the day of , , being a period falling within the (*b*) ending with the date of service of the notice of increase, work of repair of the general description specified in the Schedule to this declaration has been carried out on or for the benefit of the premises to the value of £ s. d., being a value not less than (*c*) the amount of the statutory repairs deduction for the premises. [*Note* 7; *Note* 15; *Note* 16.]

(*a*) "twelve months" or "three years".

(*b*) "fourteen months" or "four years".

(*c*) If the period inserted at (*a*) above is twelve months, insert "three times" (or "twice" if the landlord has made an election as to internal decorative repair). If the period is three years, insert "six times" (or "four times" if the landlord has made an election).

Schedule

(*A general description of work should be inserted under each of the headings which is material*)

	Value of Work £ s. d.
External structural repairs	
Internal structural repairs	
External decorative repairs	
Internal decorative repairs	
Repair, maintenance or replacement, without improvement, of fixtures and fittings	
Other repairs wholly for the benefit of the premises	

	Value of Work £ s. d.	*Value of Work* £ s. d.
Other repairs partly for the benefit of the premises and partly for the benefit of other premises [*Note* 17.]		
Proportion of value apportionable to premises is per cent.		
Apportioned value		
Total		

(Signed) .....
(Address).....

FORM B

(To be used where tenant is under an express liability for some repairs)

HOUSING REPAIRS AND RENTS ACT, 1954

Declaration of landlord to accompany notice of repairs increase

Date.....

To.....[prospective] tenant of.....

I, , the landlord of the above-mentioned premises, being partly responsible for repairs, hereby make the following declaration [*Note* 13]:—

1. At the date of service of the notice of repairs increase which accompanies this declaration, the conditions justifying an increase of rent are fulfilled. [*Note* 14.]

2. During the period of (*a*) ending on the day of , , being a period falling within the (*b*) ending with the date of service of the notice of increase, work of repair of the general description specified in the Schedule to this declaration has been carried out on or for the benefit of the premises to the value of £ s. d., being a value not less than per cent. of (*c*) times the amount of the statutory repairs deduction for the premises, that percentage representing my share of the burden of repairs [as agreed in writing between us] [as determined by the County Court]. [*Note* 7; *Note* 15; *Note* 16.]

(*a*) "twelve months" or "three years".

(*b*) "fourteen months" or "four years".

(*c*) If the period inserted at (*a*) above is twelve months, insert "three". If the period is three years, insert "six".

Schedule

(*A general description of work should be inserted under each of the headings which is material*)

	Value of Work £ s. d.
External structural repairs	
Internal structural repairs	
External decorative repairs	
Internal decorative repairs	
Repair, maintenance or replacement, without improvement, of fixtures and fittings	
Other repairs wholly for the benefit of the premises	

	Value of Work £ s. d.	*Value of Work* £ s. d.
Other repairs partly for the benefit of the premises and partly for the benefit of other premises [*Note* 17.]		
Proportion of value apportionable to premises is per cent.		
Apportioned value		
Total		

(Signed) .....
(Address).....

PART II

(Forms to be used where the landlord of a building containing two or more dwelling-houses has elected that the value of the work carried out shall be determined in accordance with paragraph 7 (3) of the Second Schedule to the Housing Repairs and Rents Act, 1954.)

FORM C

(To be used where tenant is under no express liability for any repairs, whether or not the landlord has made an election as to internal decorative repair)

HOUSING REPAIRS AND RENTS ACT, 1954

Declaration of landlord to accompany notice of repairs increase

Date.....

To.....[prospective] tenant of.....

I, , the landlord of the above-mentioned premises, being wholly responsible for repairs [*Note* 12] and having elected that the value of the work to which paragraph 2 of this declaration relates shall be determined in accordance with paragraph 7 (3) of the Second Schedule to the Housing Repairs and Rents Act, 1954, [*Note* 18] and [not] having made an election as to internal decorative repair [*Note* 10], hereby make the following declaration [*Note*13]:—

1. At the date of service of the notice of repairs increase which accompanies this declaration, the conditions justifying an increase of rent are fulfilled. [*Note* 14.]

2. During the period of (*a*) ending on the day of , , being a period falling within the (*b*) ending with the date of service of the notice of increase, work of repair of the general description specified in the Schedule to this declaration has been carried out on the building comprising the premises or solely for the benefit of the premises or of other dwelling-houses comprised in the building to the value of £ s. d., being a value not less than (*c*) the aggregate of the amounts of the statutory repairs deductions for all the dwelling-houses comprised in the building, namely £ s. d. [*Note* 7; *Note* 15; *Note* 16.]

(*a*) "twelve months" or "three years".

(*b*) "fourteen months" or "four years".

(*c*) If the period inserted at (*a*) above is twelve months, insert "three times" (or "twice" if the landlord has made an election as to internal decorative repair). If the period is three years, insert "six times" (or "four times" if the landlord has made an election).

Schedule

(*A general description of work should be inserted under each of the headings which is material*)

	Value of Work £ s. d.
External structural repairs	
Internal structural repairs	
External decorative repairs	
Internal decorative repairs	
Repair, maintenance or replacement, without improvement, of fixtures and fittings	
Other repairs wholly for the benefit of dwelling-houses comprised in the building	
Total	

(Signed) .....

(Address).....

FORM D

(To be used where tenant is under an express liability for some repairs)

HOUSING REPAIRS AND RENTS ACT, 1954

Declaration of landlord to accompany notice of repairs increase

Date.....

To.....[prospective] tenant of.....

I, , the landlord of the above-mentioned premises, being partly responsible for repairs, and having elected that the value of the work to which paragraph 2 of this declaration relates shall be determined in accordance with paragraph 7 (3) of the Second Schedule to the Housing Repairs and Rents Act, 1954, [*Note* 18] hereby make the following declaration [*Note* 13]:—

1. At the date of service of the notice of repairs increase which accompanies this declaration, the conditions justifying an increase of rent are fulfilled. [*Note* 14.]

(*a*) "twelve months" or "three years".
(*b*) "fourteen months" or "four years".

2. During the period of (*a*), ending on the day of , being a period falling within the (*b*) ending with the date of service of the notice of increase, work of repair of the general description specified in the Schedule to this declaration has been carried out on the building comprising the premises or solely for the benefit of the premises or of other dwelling-houses comprised in the building to the value of £ s. d., being a value not less than per cent. of (*c*) times the aggregate of the amounts of the statutory repairs deductions for all the dwelling-houses comprised in the building, namely £ s. d., that percentage representing my share of the burden of repair of the premises [as agreed in writing between us] [as determined by the County Court]. [*Note* 7; *Note* 15; *Note* 16.]

(*c*) If the period inserted at (*a*) above is twelve months, insert "three". If the period is three years, insert "six".

Schedule

(*A general description of work should be inserted under each of the headings which is material*)

	Value of Work £ s. d.
External structural repairs	
Internal structural repairs	
External decorative repairs	
Internal decorative repairs	
Repair, maintenance or replacement, without improvement, of fixtures and fittings	
Other repairs wholly for the benefit of dwelling-houses comprised in the building	
Total	

(Signed) .....

(Address)..... .....

THIRD SCHEDULE

Form of Notice of Passing On of Repairs Increase

HOUSING REPAIRS AND RENTS ACT, 1954

Notice of passing on of repairs increase

Date.....

To.....sub-tenant of.....

Take notice [*Note* 19] that a repairs increase and/or passed on repairs increase [is] [will be] payable by me to my landlord as from , and that the existing recoverable rent of the above-mentioned premises, the amount of which is inserted at (1) below, will as from be increased by the sum inserted at (2) below.

(Signed) .....
(Address).....

	£ s. d. per
(1) Existing recoverable rent (including any repairs increase payable by sub-tenant)	
(2) Sum, as calculated below, passed on to sub-tenant on account of repairs increase (including passed on repairs increase) payable by sub-tenant's landlord [*Note* 20; *Note* 21; *Note* 5; *Note* 6.]	
Total Rent ...	

Calculation of sum to be passed on to sub-tenant

	£ s. d. per	£ s. d. per
Repairs increase (including passed on repairs increase) payable by sub-tenant's landlord...		
Less		
(i) Appropriate proportion of the repairs increase where the sub-tenancy is of part only of the premises comprised in the tenancy [*Note* 20 (2).]		
(ii) Any amount calculated in the manner set out at "A" below which is necessary to ensure that the annual amount of the sum to be passed on, together with the annual amount of any repairs increase payable by the sub-tenant, shall not exceed twice the statutory repairs deduction for the premises [*Note* 7.]		
(iii) Any further deduction calculated in the manner set out at "B" below which is necessary to ensure that the recoverable rent, excluding the amounts set out below but including the sum to be passed on, does not exceed twice the gross value of the premises [*Note* 8.]		
Total of (i), (ii) and (iii)		
Sum to be passed on		

Calculation "A" referred to in (ii) above

	£ s. d.
(*a*) Annual amount of repairs increase and/or passed on repairs increase payable by sub-tenant's landlord (less annual amount of deduction (if any) under (i) above)	
(*b*) Annual amount of repairs increase (if any) payable by sub-tenant	
Total of (*a*) and (*b*)	

Less £ s. d.

Twice the statutory repairs deduction for the premises ... _____

Annual amount of deduction (if any) under (ii) above ... _____

equals _____ per

Calculation "B" referred to in (iii) above

£ s. d. per

Existing recoverable rent (including any repairs increase payable by sub-tenant) ... ...

Less £ s. d. per

(*a*) Amount payable by the landlord for rates for current rating period ...

(*b*) Part of rent which represents payment for furniture or services provided by the landlord [*Note* 11.] ... ...

(*c*) Part of recoverable rent which represents payment in respect of improvements, alterations or additional or improved fixtures or fittings ... ... _____

Total of (*a*), (*b*) and (*c*) ... ... _____

Add

Repairs increase and/or passed on repairs increase payable by sub-tenant's landlord less the amount of any deductions under (i) and (ii) above ... ... _____

Less

Twice the gross value, £ s. d. per annum, equals ... _____

Amount of further deduction (if any) under (iii) above ... ... _____

FOURTH SCHEDULE

Form of Notice of Election by Landlord as to Internal Decorative Repair

HOUSING REPAIRS AND RENTS ACT, 1954

Notice of election as to internal decorative repair

Date.....

To.....[prospective] tenant of.....

Take notice that I, , the landlord of the above-mentioned premises, hereby elect that subsection (3) of Section 30 of the Housing Repairs and Rents Act, 1954, shall apply to the above-mentioned premises. [*Note* 10.]

(Signed) .....

(Address).....

FIFTH SCHEDULE

Form of Certificate of Disrepair

HOUSING REPAIRS AND RENTS ACT, 1954

Certificate of disrepair

Date.....

1. With reference to the application made by tenant of under Section 26 of the above-mentioned Act on the day of , the Council hereby certify [*Note* 22] that the premises—

(*a*) are not in good repair [*Note* 23] [apart from internal decorative repair]. [*Note* 24.]

(*b*) are not reasonably suitable for occupation. [*Note* 25.]

2. The defects in the repair of the premises are those specified in the First Schedule hereto.

3. The defects which make the premises not reasonably suitable for occupation are those specified in the Second Schedule hereto.

4. The tenant has paid a fee of.....for this certificate. [*Note* 26.]

(Signed) .....

Clerk of the.....Council.

FIRST SCHEDULE

DEFECTS OF REPAIR

(*This Schedule is to be completed by the insertion of a description of defects under each of the headings which is material*)

1. *External Structure*
2. *Internal Structure*
3. *External Decoration*
4. [*Internal Decoration*]
5. *Fixtures and Fittings*
6. *Other defects of Repair*

SECOND SCHEDULE

DEFECTS AS TO SUITABILITY FOR OCCUPATION

(*This Schedule is to be completed by the insertion of a description of defects under each of the headings which is material*)

1. *Instability*
2. *Condition as to damp*
3. *Natural lighting*
4. *Ventilation*
5. *Water supply*
6. *Drainage and sanitary conveniences*
7. *Facilities for storage, preparation and cooking of food, and for the disposal of waste water*

SIXTH SCHEDULE

Form of Notice of Increase of Standard Rent as Determined by Rent Tribunal

HOUSING REPAIRS AND RENTS ACT, 1954

Notice of increase of standard rent as determined by rent tribunal

Date.....

To.....[prospective] tenant of.....

Take notice [*Note* 27] that, the Rent Tribunal having determined on the day of that the reasonable rent for the above-mentioned premises was £ s. d. per , that rent [, after the deduction therefrom of £ s. d. per , being the amount, as determined by the Tribunal, by which the recoverable rent exceeded the standard rent,] will pursuant to proviso (*a*) to subsection (2) of Section 36 of the Housing Repairs and Rents Act, 1954 become the standard rent of the premises as from [the day of] [the date of the commencement of the tenancy.]

(Signed).....

(Address).....

SEVENTH SCHEDULE

Form of Notice of Increase of Rent to Amount of Standard Rent Fixed by Local Authority

HOUSING ACT, 1949

HOUSING REPAIRS AND RENTS ACT, 1954

Notice of increase of rent to amount of standard rent fixed by local authority

Date.....

To.....[prospective] tenant of.....

Take notice [*Note* 28] that—

(*a*) on approving an application for an improvement grant in respect of improvement works to the above-mentioned premises the local authority fixed £ s. d. per as the standard rent of the premises.

(*b*) on the day of the local authority certified that the improvement works had been completed to their satisfaction; and

[(*c*) the rent payable by you as tenant of the above-mentioned premises will as from the day of be increased from £ s. d. per to £ s. d. per , being the amount of the above-mentioned standard rent.] (*a*).

[(*c*) the rent proposed to be charged for the above-mentioned premises is £ s. d. per , being the amount of the above-mentioned standard rent.] (*b*).

(*a*) Delete the words in these square brackets in the case of a notice to a prospective tenant.

(*b*) Delete the words in these square brackets in the case of a notice to a tenant.

(Signed) .....

(Address).....

EIGHTH SCHEDULE

Notes to be inserted in the various forms contained in the preceding Schedules to these Regulations

Note 1

A repairs increase of rent can only be charged after notice has been given by the landlord in the statutory form or in a form substantially to the same effect.

If the premises are occupied, at least six weeks notice of the increase demanded must be given to the tenant. If the notice is served on a prospective tenant, the increase of rent will become operative immediately he becomes tenant. If he does not become tenant, the notice has no effect. Where an effective notice of increase has been served on any tenant or prospective tenant, the increase may be continued without further notice to any subsequent tenant.

Note 2

A notice of repairs increase must be accompanied by a declaration in the statutory form that—

(*a*) at the date of service of the notice the conditions justifying an increase of the rent are fulfilled ; and

(*b*) during a specified period determined in accordance with the Second Schedule to the Housing Repairs and Rents Act, 1954, work of repair of the required value has been carried out on or for the benefit of the premises.

Forms of declaration are prescribed by the Second Schedule to the Housing Repairs (Increase of Rent) Regulations, 1954. Whichever of those forms is appropriate should be used.

Note 3

The existing recoverable rent is usually the rent being paid by the tenant. This rent is made up of the standard rent with the addition of any permitted increases under the Rent and Mortgage Interest Restrictions Acts on account of repairs (the 40 per cent. maximum permitted by Section 2 (1) (*c*) and (*d*) of the Rent Act of 1920), on account of increased rates (Section 2 (1) (*b*)), on account of improvements (Section 2 (1) (*a*)), on account of a sub-tenancy (Section 7 (1) of the Rent Act of 1923), or on account of increased cost of providing services (Section 40 of the Housing Repairs and Rents Act, 1954.)

Note 4

(1) The maximum amount of repairs increase to which a landlord is entitled, if he is wholly responsible for the repair of the premises, is at the annual rate of twice the statutory repairs deduction for the premises. (*See Note* 7.)

(2) The landlord is treated as being wholly responsible for repairs if the tenant is under no express liability to carry out any repairs.

(3) If the landlord is only partly responsible for repairs, because the tenant is expressly liable to do some of the repairs, the amount of the repairs increase must be reduced proportionately. (*See Note* 9.)

(4) The landlord is not entitled to a repairs increase if the rent recoverable, excluding the items mentioned below, equals or exceeds twice the gross value of the premises. (*See Note* 8.) If the rent is less than twice the gross value, but the repairs increase would bring it above this amount, the repairs increase must be reduced by the amount of the excess. The items to be excluded are:—

(*a*) any amount payable by the landlord for rates (including water rates and charges) ;

(*b*) any part of the rent which may have been agreed in writing between the landlord and the tenant or a former tenant, or which may have been at any time determined by the Rent Tribunal, to represent payment for furniture or services which the landlord has contracted to provide ;

(*c*) any amount recoverable in respect of improvements, structural alterations, or additional or improved fixtures or fittings.

(5) Where the landlord has made an election as to internal decorative repair, the amount of repairs increase must be reduced by one-third.

Note 5

(1) If the tenant considers that the premises are not in good repair or that they are not reasonably suitable for occupation, he can apply to the local authority for a certificate of disrepair. If this is granted, and the tenant has served a copy of the certificate on the landlord or his agent, then so long as the certificate is in force no sum is recoverable by way of repairs increase in

respect of the premises; and the amount of any increase paid in respect of the period between the date of the application to the local authority for the certificate and the date of the certificate is recoverable by the tenant within two years from the date of payment, and may be deducted from any subsequent payment of rent.

(2) If the landlord, in proceedings for the recovery of any amount alleged to be due by way of repairs increase in respect of the premises, satisfies the Court that at the time when the certificate was given the premises were in good repair and/or reasonably suitable for occupation, or that any defect was due to an act, neglect or default of the tenant or some person claiming under him, or to a breach by the tenant or such person of an express agreement, the Court will annul the certificate.

(3) The annulment will take effect as from the date of the application for the certificate, unless the Court orders that the annulment shall only take effect as from a later date. Any repairs increase withheld by the tenant on account of the existence of the certificate in respect of any period after the date as from which the annulment takes effect will be recoverable by the landlord.

(4) If, after the local authority have granted a certificate of disrepair, the landlord executes to their satisfaction any necessary works, the landlord is entitled to have the certificate revoked by the local authority. In that event, the repairs increase will again become payable as from the date of the revocation of the certificate.

(5) Any fee paid to the local authority by the tenant in order to obtain a certificate of disrepair granted by the authority may be deducted by him from the rent.

Note 6

If by reason of the grant of a certificate of disrepair no sum by way of repairs increase is recoverable in respect of the premises, no sum will be recoverable in respect of the 40 per cent. permitted increase under Section 2 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920; and the information contained in Note 5 in relation to the repairs increase will be equally applicable in relation to this permitted increase.

Note 7

The statutory repairs deductions for premises of various gross values are set out in the Tables in Part I (Dwelling-houses in County of London) and Part II (Dwelling-houses outside County of London) of the Third Schedule to the Housing Repairs and Rents Act, 1954.

Note 8

The gross value of the premises means the gross value shown in the valuation list at the date of the commencement of the Housing Repairs and Rents Act, 1954, or, if no value was then shown, the value first shown after that date.

Where the premises form part of larger premises and are not separately rated, the gross value must be ascertained by apportioning the gross value of the larger premises. This apportionment may be determined either by agreement in writing between the landlord and the tenant or, in default of agreement, by the County Court on the application of either of them.

Note 9

The amount to be deducted on this account may be determined either by agreement in writing between the landlord and the tenant or, in default of agreement, by the County Court on the application of either of them.

Note 10

Where neither the landlord nor the tenant is under an express liability to carry out internal decorative repairs, the landlord may, not later than the date on which he serves a notice of repairs increase, make an election in

the statutory form that Section 30 (3) of the Housing Repairs and Rents Act, 1954, shall apply to the premises. The effect of such an election is that—

(*a*) the amount of the repairs increase will be reduced by one-third ;

(*b*) the value of the work of repair required to have been carried out on or for the benefit of the premises is also reduced by one-third ; and

(*c*) for the purpose of determining whether the premises are in good repair the state of internal decorative repair must be disregarded, unless it makes the premises not reasonably suitable for occupation.

The effect of an election is therefore that the landlord will be entitled to a smaller repairs increase, but he will not be responsible for keeping the interior of the premises in good decorative repair.

Note 11

The amount to be deducted under this head is such amount as may have been agreed in writing between the landlord and the tenant or a former tenant of the premises or as may have been determined by the Rent Tribunal.

Note 12

The landlord is treated as being wholly responsible for repairs if the tenant is under no express liability to carry out any repairs.

Note 13

If in paragraph 2 of this declaration or in the Schedule thereto the landlord makes a statement which he knows to be false in a material particular, or recklessly makes a statement which is false in a material particular, he will render himself liable on summary conviction to a fine not exceeding £30.

Note 14

The conditions justifying an increase of rent are that—

(*a*) the premises, having regard to their age, character and locality, are in good repair, both as respects structure and as respects decoration ; and

(*b*) the premises are reasonably suitable for occupation, having regard to the following matters, namely, stability, freedom from damp, natural lighting, ventilation, water supply, drainage and sanitary conveniences, and facilities for the storage, preparation and cooking of food and for the disposal of waste water.

Any defect due to any act, neglect or default by the tenant, or any person claiming under him, or to any breach by the tenant or such a person of an express agreement, is to be disregarded in determining whether the premises are in good repair.

Note 15

(1) No repairs increase can be claimed unless work of repair has been carried out on or for the benefit of the premises during a period and to a value determined in the following manner.

(2) Where the landlord is wholly responsible for repairs, he must show that, in a period of twelve months within the fourteen months ending with the date of service of the notice, work of repair of a general description specified in his declaration has been carried out on or for the benefit of the premises to a value of not less than three times the amount of the statutory repairs deduction for the premises.

(3) If the notice is served within four months after the commencement of the Housing Repairs and Rents Act, 1954, the landlord may, as an alternative, show that, in any period of three years during the four years ending with the date of service of the notice, work of repair of a general description specified in the declaration has been carried out on or for the benefit of the premises to a value of not less than six times the amount of the statutory repairs deduction.

(4) Where the landlord has made an election as to internal decorative repair, the value of the work which is required to have been carried out is reduced by one-third.

(5) A landlord is treated as being responsible for any repairs which the tenant is not under an express liability to carry out. Where the landlord is only partly responsible for the repair of the premises, because the tenant is expressly liable to do some of the repairs, the value of the work which is required to have been carried out is proportionately reduced. The proportion of the repairs for which the landlord is liable must either be determined by agreement in writing between the landlord and the tenant or, if they are unable to agree, by the County Court on the application of either of them.

Note 16

Within twenty-eight days after the service of the notice of increase, the tenant may challenge the landlord's declaration of expenditure by applying to the County Court to determine whether work of repair has been carried out on or for the benefit of the premises during the period specified in the declaration to a value not less than the value specified, and/or whether the value specified is at least the value required by the Act in order to entitle the landlord to a repairs increase.

If the Court is not satisfied that the work of repair to the proper value has been carried out, the Court will certify accordingly, and in that event the notice will be treated as never having had any effect. If the tenant has already made payments by way of repairs increase, these will be recoverable within two years from the date of payment, and may be deducted from any subsequent payment of rent.

Note 17

Work of repair which was partly for the benefit of the premises and partly for the benefit of other premises, e.g. work on the roof or common stairway of a block of flats, is treated as having been carried out on the premises to a value equal to such proportion of the value of the work as ought to be apportioned to the premises.

Note 18

In the case of a building containing two or more dwellings, e.g. a block of flats, the landlord may elect that the value of the work carried out on each of the dwellings shall be determined by reference to the aggregate value of the work of repair carried out on the building as a whole. If he has so elected, the value of the work carried out on any of the dwellings comprised in the building is taken to be an amount which bears to the amount of the statutory repairs deduction for the dwelling the same proportion as the aggregate value of all the work carried out on the building bears to the aggregate of the amounts of the statutory repairs deductions for all the dwellings comprised in the building. For example, the landlord is treated as having carried out work of the required value on each of the dwellings, if during a period of twelve months, where that is the appropriate period, work has been carried out on the building as a whole to a value of not less than three times the aggregate amount of the statutory repairs deductions of all the dwellings in the building.

Note 19

A repairs increase of rent or a passed on repairs increase payable by a sub-tenant's landlord to a superior landlord can only be passed on to the sub-tenant after notice is given by the sub-tenant's landlord in the statutory form, or in a form substantially to the same effect. The sub-tenant must be given at least two weeks notice terminating not earlier than the date on which the sum to be passed on becomes payable by the tenant. Where a valid notice of increase has been served on a sub-tenant, the increase may be continued without further notice to any subsequent sub-tenant.

Note 20

(1) A tenant who is paying a repairs increase to his landlord is entitled, if he has a sub-tenant of the whole of the premises comprised in his tenancy, to pass on the amount of the increase to the sub-tenant, subject to the restrictions mentioned at (3) and (4) below.

(2) If the tenant has a sub-tenant of part only of the premises comprised in his tenancy, he is entitled, subject to the same restrictions, to pass on to the sub-tenant the just proportion of the amount of the repairs increase. This proportion must either be determined by agreement in writing between the tenant and the sub-tenant or, in default of agreement, by the County Court on the application of either of them.

(3) The increase which can be passed on to the sub-tenant must not, when added to any repairs increase recoverable from the sub-tenant by the tenant, exceed twice the statutory repairs deduction for the premises comprised in the sub-tenancy.

(4) The increase which can be passed on must also be limited so as to secure that the rent recoverable from the sub-tenant, excluding the items mentioned below but including the sum to be passed on, does not exceed twice the gross value of the premises comprised in the sub-tenancy. The items to be excluded are—

(*a*) any amount payable by the landlord for rates (including water rates and charges);

(*b*) any part of the rent which may have been agreed in writing between the tenant and the sub-tenant or a former sub-tenant, or which may have been at any time determined by the Rent Tribunal, to represent payment for furniture or services;

(*c*) any amount recoverable in respect of improvements, structural alterations, or additional or improved fixtures or fittings.

(5) If a sub-tenant who is paying a passed on repairs increase has a sub-sub-tenant, the passed on repairs increase can be further passed on to the sub-sub-tenant subject to the same conditions as apply to the passing on of the repairs increase to the sub-tenant.

Note 21

If the sub-tenant considers that the premises are not in good repair or not reasonably suitable for occupation, he can apply to the local authority for a certificate of disrepair. The procedure and the effect of the certificate are the same as in the case of a repairs increase. (*See Notes* 5 *and* 6.)

Note 22

(1) If the tenant serves a copy of this certificate on the landlord or his agent, then so long as the certificate is in force no sum is recoverable by way of repairs increase, passed on repairs increase, or the 40 per cent. permitted increase under Section 2 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, in respect of the premises; and the amount of any such increase paid in respect of the period between the date mentioned in paragraph 1 of this certificate and the date of the certificate is recoverable by the tenant within two years from the date of payment, and may be deducted from any subsequent payment of rent.

(2) If in proceedings for the recovery of any amount alleged to be due by way of any such increase of rent in respect of the premises, the landlord satisfies the Court that at the date of this certificate the premises were in good repair and/or reasonably suitable for occupation, or that any defect was due to an act, neglect or default by the tenant or some person claiming under him, or to a breach by the tenant or such person of an express agreement, the Court will annul the certificate.

(3) If the certificate is annulled, the annulment will take effect as from the date mentioned in paragraph 1 of the certificate, unless the Court orders that the annulment shall take effect as from a later date. Any increase of rent withheld by the tenant on account of the existence of the certificate in respect of any period after the date as from which the annulment takes effect will be recoverable by the landlord.

(4) If the landlord executes to the satisfaction of the local authority the works necessary to remedy the defects specified in this certificate, he is entitled to have the certificate revoked by the local authority. In that event any increase of rent which has been irrecoverable while the certificate was in force will again become payable as from the date of the revocation of the certificate.

Note 23

Good repair means that, having regard to the age, character and locality of the premises, they are in good repair both as respects structure and as respects decoration.

Note 24

If the landlord has made an election as to internal decorative repair, the state of that repair has to be disregarded by the local authority unless it is such as to make the premises not reasonably suitable for occupation.

Note 25

In considering whether premises are not reasonably suitable for occupation the local authority may take into consideration the state of the premises in regard only to the matters set out at 1 to 7 in the Second Schedule to this certificate.

Note 26

Any fee paid to the local authority by the tenant on making application for this certificate may be deducted by him from his rent.

Note 27

Where under Section 1 of the Landlord and Tenant (Rent Control) Act, 1949 the Rent Tribunal, before the commencement of the Housing Repairs and Rents Act, 1954, determined in respect of any premises a reasonable rent which, after the deduction of any amount determined by the Tribunal to represent the excess of the recoverable rent over the standard rent (on account of permitted increases), was more than the standard rent, the increase was not recoverable. Under that Section, as amended by Section 36 of the Housing Repairs and Rents Act, 1954, the increase will be recoverable after notice has been given by the landlord in the statutory form or in a form substantially to the same effect, and the rent determined by the Tribunal, after any deduction, will become the new standard rent on the date specified in the notice. If the premises are occupied, at least four weeks notice must be given to the tenant. If the notice is served on a prospective tenant, the increase will become operative immediately he becomes tenant. If he does not become tenant, the notice has no effect.

Note 28

(1) Where a local authority approve an application for a grant under Section 20 of the Housing Act, 1949, in respect of expenses incurred in the improvement of a dwelling, it is their duty under Section 22 of the Act to fix a maximum rent for the improved dwelling, unless a Rent Tribunal have already determined a reasonable rent for the dwelling under Section 1 of the Landlord and Tenant (Rent Control) Act, 1949.

(2) If the dwelling is one to which the Rent Restrictions Acts apply, the maximum rent fixed by the local authority will become the standard rent in lieu of any existing standard rent and permitted increases under Section 2 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, as from the date on which the local authority certify that the improvement works have been completed to their satisfaction or, if the dwelling is not then let under a tenancy to which the Rent Restrictions Acts applied, as from the date on which the dwelling is next let under a tenancy to which those Acts apply.

(3) No increase is however recoverable by reason of the fixing of the maximum rent by the local authority until notice has been given in the statutory form or in a form substantially to the same effect. At least one week's notice must be given, and the notice must state the amount of the standard rent fixed by the local authority and that the local authority have certified that the improvement works have been completed to their satisfaction.

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to indicate their general purport.)

These Regulations prescribe the forms of notice and other documents for use for the purposes of the Housing Repairs and Rents Act, 1954.

The forms prescribed consist of—

1. A form of notice to be served by a landlord for the purpose of demanding a repairs increase of rent from his tenant under Section 25 of the Act. (First Schedule)

2. Alternative forms of declaration by landlords, under Section 25 of and the Second Schedule to the Act, that the conditions justifying a repairs increase are fulfilled, and that work of repair to the required value has been carried out; these declarations are to accompany the notices of repairs increase of rent. (Second Schedule)

3. A form of notice to be used by a tenant for passing on to his sub-tenant, under Section 28 of the Act, a repairs increase of rent payable by the tenant to his landlord. (Third Schedule)

4. A form to be used by a landlord who elects, under Section 30 of the Act, not to be responsible for internal decorative repair. (Fourth Schedule)

5. A form of certificate of disrepair to be granted by a local authority under Section 26 of the Act. (Fifth Schedule)

6. A form of notice of increase of standard rent under Section 36 of the Act to give effect to a determination of a Rent Tribunal made before the commencement of the Act. (Sixth Schedule)

7. A form of notice of increase of rent under Section 37 of the Act to give effect to a new standard rent fixed by a Local Authority. (Seventh Schedule)

The Eighth Schedule to these Regulations contains explanatory notes for the guidance of landlords and tenants to be inserted in the forms in the various Schedules to which the notes relate.