

SCHEDULES

SCHEDULE 5

Section 10.

TERMS OF THE STATUTORY TENANCY

Preliminary

- 1 (1) In this Schedule the "original contract", in relation to a statutory tenancy, means the licence or tenancy on the termination of which the statutory tenancy arose.
- (2) No account shall be taken for the purposes of this Schedule of any term of the original contract under which the right of occupation depended, or which itself depended, on the occupier being employed in agriculture or in some other way.
- (3) In this Schedule "term ", in relation to the statutory tenancy, or in relation to the original contract, includes a condition of the tenancy or contract.

Terms derived from the original licence or tenancy

- 2 (1) So long as he retains possession, the statutory tenant shall observe, and be entitled to the benefit of, all the terms of the original contract.
- (2) Sub-paragraph (1) applies whether or not the terms are express or implied or statutory.
- (3) Sub-paragraph (1) applies subject to the provisions of this Schedule, and of Part II of this Act.

Tenancy derived from licence

- 3 If the original contract was a licence, the statutory tenancy shall be a weekly tenancy.

Covenant for quiet enjoyment, etc.

- 4 (1) If the original contract was a licence, the terms of the statutory tenancy shall include any term which would be implied if the contract had been a contract of tenancy.
- (2) This applies in particular to the landlord's covenant for quiet enjoyment and the tenant's obligation to use the premises in a tenant-like manner, which are implied in any tenancy.

Non-contractual arrangements

- 5 (1) It shall be a term of the statutory tenancy that the landlord provides the tenant with any services or facilities—
- (a) which the landlord was providing for the occupier before the beginning of the statutory tenancy, though not under the original contract, or which he had

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provided for the occupier, but was not providing when the original contract terminated, and

- (b) which are reasonably necessary for any person occupying the dwelling-house as a statutory tenant, but which such a tenant cannot reasonably be expected to provide for himself.

- (2) This paragraph may apply, for example, where the only convenient electricity or water supplies, or the only convenient sewage disposal facilities, are those provided by the landlord from his own installations.

Landlord's obligation to repair

- 6 (1) Section 32 of the Housing Act 1961 shall apply to the dwelling-house so long as it is subject to the statutory tenancy.
- (2) This paragraph is without prejudice to the operation of paragraph 2 above where the original contract was a tenancy to which the said section 32 applied.

Tenant's obligations

- 7 (1) It shall be a condition of the statutory tenancy that the tenant will not use the dwelling-house, or any part of it, for purposes other than those of a private dwelling-house.
- (2) It shall be a condition of the statutory tenancy that the tenant will not assign, sub-let, or part with possession of, the dwelling-house, or any part of it.
- (3) Sub-paragraph (2) does not affect anything lawfully done before the beginning of the statutory tenancy.

Access by landlord

- 8 It shall be a condition of the statutory tenancy that the tenant will afford to the landlord access to the dwelling-house and all reasonable facilities for executing therein any repairs which the landlord is entitled to execute.

Access by tenant

- 9 (1) The landlord shall afford any such right of access to the dwelling-house as is reasonable in the circumstances.
- (2) In applying sub-paragraph (1) account shall be taken of any right of access to be afforded under paragraph 2 or 4 of this Schedule.
- (3) Without prejudice to the definition of original contract in paragraph 1 of this Schedule, any right of access to be afforded under paragraph 2 of this Schedule shall be confined to such right of access to the dwelling-house as is reasonable in the circumstances, and without regard to any right of access afforded wholly or mainly because the occupier of the dwelling-house, or his predecessor, was employed on the land.
- (4) Paragraph 5 of this Schedule shall not apply to facilities for access to the dwelling-house.
- (5) If it is reasonably necessary in order to prevent the spread of disease which might otherwise affect livestock or crops, whether on the landlord's land or elsewhere, the

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landlord may temporarily restrict access to the dwelling-house made available in pursuance of this Schedule so long as suitable alternative access is available or is made available.

- (6) If it is reasonably necessary in the interests of efficient agriculture, the landlord may permanently or temporarily deprive the dwelling-house of access made available in pursuance of this Schedule so long as suitable alternative access is available or is made available.

Notice to quit served on landlord

- 10 (1) If the original contract—
- (a) was not a tenancy, or
 - (b) was a tenancy the provisions of which did not require the tenant to give notice to quit before giving up possession,
- the statutory tenant shall be entitled to give up possession of the dwelling-house if, and only if, he gives not less than four weeks' notice to quit.
- (2) If the original contract required the tenant to give notice to quit before giving up possession, the statutory tenant shall be entitled to give up possession of the dwelling-house if, and only if, he gives that notice, or, if longer, the notice required by section 16 of the Rent Act 1957 (four weeks' notice).

Rates, water rates, etc.

- 11 (1) Paragraph 2 of this Schedule shall not impose any liability on the tenant to make payments to the landlord in respect of rates borne by the landlord or a superior landlord.
- (2) The following provisions of this paragraph shall apply as respects any rental period of the statutory tenancy, including one as respects which an agreement under section 11 of this Act either fixes the rent or provides that no rent is payable.
- (3) Subject to sub-paragraph (4) below, where any rates in respect of the dwelling-house are borne by the landlord or a superior landlord, the amount of the rates for the rental period, as ascertained in accordance with Schedule 4 to the Rent Act 1968, shall be recoverable from the statutory tenant as if it were rent payable under the statutory tenancy.
- (4) The tenant's liability under sub-paragraph (3) above shall not arise unless notice in writing to that effect is served by the landlord on the tenant, and that notice shall take effect from such date as may be specified in the notice, which shall not be earlier than four weeks before service of the notice.
- (5) If the dwelling-house forms part only of a hereditament in respect of which any rates are charged, the proportion for which the statutory tenant is liable under this paragraph shall be such as may be agreed by him with the landlord, or as may be determined by the county court; and the decision of the county court shall be final.
- (6) In this paragraph " rental period" means, in relation to a statutory tenancy under which no rent is payable, any period of the statutory tenancy which would be a rental period if a rent were payable under that tenancy ; and in Schedule 4 to the Rent Act 1968 as applied by sub-paragraph (3) above any reference to a rental period, or to a rating period during which the rent for a rental period is payable, shall be construed accordingly.

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Variation of statutory tenancy

- 12 (1) Subject to the provisions of this paragraph, the landlord and the statutory tenant may by agreement in writing vary any of the provisions of the statutory tenancy.
- (2) An agreement under this paragraph may be made at any time, including a time before the beginning of the statutory tenancy.
- (3) So far as a variation of the provisions of the statutory tenancy concerns rent it shall be effected in accordance with section 11 of this Act, and no agreement under that section may conflict with any of the provisions of this Act.
- (4) This paragraph shall not authorise an agreement which results in—
- (a) a substantial addition to the land or premises which the statutory tenant is entitled to occupy, or
 - (b) the breach of any obligation implied by law, and in particular the breach of the obligation imposed by section 32 of the Housing Act 1961 (landlord's obligation to repair), or
 - (c) the circumstances in which the statutory tenant can give notice to quit, or
 - (d) the inclusion of any term which relates to the employment by the landlord of the tenant, or of any other term unrelated to the occupation of the dwelling-house.
- (5) The following bind any successor of the landlord or the tenant under a statutory tenancy to the same extent as they bind the landlord, or as the case may be the tenant—
- (a) an agreement under this paragraph,
 - (b) an agreement under section 10(3)(b) or section 11 of this Act,
 - (c) section 11(9) (rent payable after termination of agreement),
 - (d) a notice of increase by the landlord under section 12 or section 14 of this Act,
 - (e) a notice under paragraph 11 of this Schedule (rates recoverable by landlord from statutory tenant).