STATUTORY INSTRUMENTS

2015 No. 950

LANDLORD AND TENANT, ENGLAND

The Agriculture (Model Clauses for Fixed Equipment) (England) Regulations 2015

Made - - - -	*26th March 2015*
Laid before Parliament	*27th March 2015*
Coming into force - -	*1st October 2015*

The Secretary of State makes these Regulations in exercise of the powers conferred by section 7(1) and (2) of the Agricultural Holdings Act 1986(**1**).

In accordance with section 7(1) of that Act, the Secretary of State has consulted such bodies appearing to represent the interests of landlords and tenants of agricultural holdings.

Citation, commencement, extent, application and interpretation

1.—(1) These Regulations may be cited as the Agriculture (Model Clauses for Fixed Equipment) (England) Regulations 2015 and come into force on 1st October 2015.

(2) They extend to England and Wales but apply in England only.

(3) In these Regulations "the Act" means the Agricultural Holdings Act 1986.

Incorporation of provisions in tenancy agreements

2.—(1) Schedule 1 contains model provisions for the maintenance, repair and insurance of fixed equipment for incorporation in every contract of tenancy of an agricultural holding to which the Act applies, whether made before or after the commencement of the Act, except in so far as they would impose on one of the parties to an agreement in writing a liability which under the agreement is imposed on the other.

(2) Paragraph 2(1) of Schedule 1 requiring the landlord to insure against loss or damage by fire does not apply to the following landlords—

(a) where the interest of the landlord is held for the purposes of a Government Department,

(**1**) 1986 c.5; section 96(1) defines "the Minister" as the Secretary of State in relation to England. That definition was amended by S.I. 2002/794. Section 96(1) defines "prescribed" as prescribed by the Minister by regulations. Section 7(2) was amended by section 13 of, and paragraph 4 of Schedule 4 to, the Deregulation Act 2015 (c. 20) to include "third party determination"; see also section 84A, inserted by paragraph 21 of that Schedule.

(b) where a person representing Her Majesty or the Duke of Cornwall under section 95 of the Act is deemed to be the landlord, and

(c) where the landlord has made provision approved by the Minister for defraying the cost of any works of repair or replacement as referred to in paragraph 2(2) of Schedule 1.

Prescribed periods for the purposes of section 9 of the Act

3.—(1) The prescribed period for the purposes of section 9(1) of the Act is 1 month.

(2) The prescribed period for the purposes of section 9(3) of the Act is 1 month.

(3) The prescribed period for the purposes of section 9(4) of the Act is 3 months.

Revocations

4. The Regulations specified in Schedule 2 are revoked.

Review

5.—(1) The Secretary of State must from time to time—

(a) carry out a review of paragraphs 9(2)(e) and 14(3)(c) of Schedule 1,

(b) set out the conclusions of the review in a report, and

(c) publish the report.

(2) The report must in particular—

(a) set out the objectives intended to be achieved by paragraphs 9(2)(e) and 14(3)(c) of Schedule 1,

(b) assess the extent to which those objectives are achieved, and

(c) assess whether those objectives remain appropriate and, if so, the extent to which they could be achieved with less regulation.

(3) The first report under this regulation must be published before the end of the period of ten years beginning with the day on which these regulations come into force.

(4) Reports under this regulation are afterwards to be published at intervals not exceeding ten years.

George Eustice
Parliamentary Under Secretary of State
Department for Environment, Food and Rural Affairs

26th March 2015

SCHEDULE 1 Regulation 2

Maintenance, repair and insurance of the fixed equipment of an agricultural holding

PART 1

Rights and liabilities of the landlord

Repairs and replacements

1.—(1) The landlord must repair or replace the following parts of the farmhouse, cottages and farm buildings—

(a) roofs, bargeboards, fascias and soffits, eaves guttering and downpipes;

(b) chimney stacks, chimney linings and chimney pots;

(c) main walls and exterior walls, however constructed, including structural frames and cladding;

(d) interior repair or decoration made necessary as a result of structural defect to the parts specified in paragraphs (a), (b) and (c);

(e) walls and fences of open and covered yards and garden walls;

(f) floors and floor joists;

(g) ceiling joists and timbers;

(h) exterior and interior staircases and fixed ladders (including bannisters or handrails) of the farmhouse and cottages;

(i) doors, windows and skylights and their frames and sills but not door and window furniture including sash cord, locks, fastenings and glass and glass substitute unless the repair or replacement of glass or glass substitute is a consequence of the condition of the doors, windows, skylights or their frames;

(j) roof and wall insulation; and

(k) fireplaces, firebacks and firebricks.

(2) The landlord must repair or replace the following water and drainage systems—

(a) underground water supply pipes, wells, boreholes, reservoirs and all connected underground installations (excluding removeable covers and tops);

(b) sewage disposal systems including septic tanks, filtering media, and cess pools (excluding removeable covers and tops);

(c) reed beds for water and sewage treatment; and

(d) slurry, silage and other effluent systems excluding anaerobic digesters (excluding removeable covers and tops).

(3) The landlord must repair or replace the following gas, electrical and safety detection systems —

(a) gas pipes, fixed liquid petroleum and gas tanks;

(b) the electrical supply system including the consumer board but excluding sockets, switches, light fittings and similar electrical furniture; and

(c) fire and carbon monoxide detectors and alarms.

(4) In respect of sub-paragraph (3)(b), the landlord must—

(a) have the electrical supply system regularly inspected, maintained and serviced;

(b) keep full records of any work carried out; and

(c) make the records of work available to the tenant if the tenant asks to see them.

(5) The landlord must replace anything specified in paragraph 9(1) (tenant's liability to repair) which has worn out or become incapable of repair unless the tenant is liable to replace it under paragraph 9(3).

Insurance

2.—(1) The landlord must insure the farmhouse, cottages and farm buildings to their full value against loss or damage by fire.

(2) Where any of the farmhouse, cottages and farm buildings, or any part of them, is damaged or destroyed by fire the landlord must—

(a) execute all repairs and replacements to make good such damage or destruction; and

(b) cause all money received from insurance entered into under sub-paragraph (1) in respect of such damage or destruction to be expended on those repairs and replacements.

(3) The recovery of one-half of the reasonable costs provided for under paragraph 7(1) does not apply to repairs and replacements falling within sub-paragraph (2) of this paragraph.

Maintenance

3.—(1) The landlord must paint, decorate or treat, as appropriate, to a proper standard using materials of suitable quality at intervals of not more than five years or whenever necessary to prevent deterioration, the following (which have been previously painted, decorated or treated or which it is necessary to paint, decorate or treat to prevent deterioration)—

(a) all outside wood and ironwork of the farmhouse, cottages and farm buildings;

(b) the inside wood and ironwork of all external outward opening doors and windows of farm buildings; and

(c) interior structural steelwork of open-sided farm buildings.

(2) In this paragraph "open-sided" means having the whole or the greater part of at least one side or end permanently open, apart from roof supports, if any.

No liability

4. The landlord is under no liability—

(a) to repair, replace or insure buildings or fixtures which are the property of the tenant including buildings or fixtures erected or provided by the tenant during their tenancy; or

(b) subject to paragraph 2(2), to execute repairs or replacements rendered necessary by the wilful act or the negligence of the tenant or of any of the tenant's household members or employees.

Landlord may execute repairs or replacements which are tenant liabilities

5. Where the landlord has given the tenant written notice (other than a notice to quit under section 26 of, and Schedule 3 to, the Act which includes a statement in accordance with Case D that is given by reason of the tenant's failure to comply with a notice to do work) specifying necessary repairs, replacements or maintenance to be executed by the tenant for which the tenant is liable under paragraph 9 or 11(a) to (d), the landlord may enter and execute those repairs, replacements or maintenance—

(a) if the tenant does not start work on the repairs, replacements or maintenance within two months of receiving that written notice; or

(b) if the tenant fails to complete the repairs, replacements or maintenance within three months of receiving that written notice.

Tenant may contest liability

6.—(1) Subject to sub-paragraph (2), a tenant who wishes to contest liability to execute any repairs, replacements or maintenance specified in a notice from the landlord under paragraph 5 must within one month of the service of that notice serve a counter-notice in writing upon the landlord specifying the grounds on which, and the items of repair and replacement in respect of which, liability is contested and requiring that the question of liability be determined by arbitration under the Act.

(2) Alternatively, the landlord and tenant may agree to refer the question of liability for third party determination.

(3) The operation of a notice given under paragraph 5 is suspended upon—

(a) a counter-notice being served by the tenant on the landlord (to the extent of the items specified in the counter-notice); or

(b) the parties referring the question of liability for third party determination (to the extent of the items specified in the referral).

(4) The suspension operates under—

(a) sub-paragraph 3(a) until the date on which the arbitrator's award is delivered to the tenant; and

(b) sub-paragraph 3(b) until the date on which the third party's determination is delivered to the tenant.

Recovery of costs

7.—(1) The landlord may recover from the tenant one-half of the reasonable cost of repairs or replacements executed under paragraph 1(1) to—

(a) bargeboards, fascias and soffits, eaves-guttering and downpipes;

(b) floorboards;

(c) interior staircases and fixed ladders (including bannisters or handrails); and

(d) doors, windows and opening skylights and their frames and sills (including glass or glass substitute repaired or replaced as a consequence of the door, window, skylight and frame repair or replacement).

(2) The landlord may recover from the tenant one-half of the reasonable cost of work carried out under paragraph 3(1) but, if such work is completed before the start of the fifth year of the tenancy, the sum which the landlord may recover from the tenant is restricted to an amount equal to the total of one-tenth part of such reasonable cost for each year that has elapsed between the commencement of the tenancy and the completion of the work to—

(a) bargeboards, fascias and soffits, eaves-guttering and downpipes; and

(b) doors and windows.

(3) Subject to sub-paragraph (4), the landlord may recover the reasonable cost of the works under paragraph 5 from the tenant without delay.

(4) Where the question of liability to execute repairs, replacements or maintenance under paragraph 5 has been referred to arbitration or third party determination, the landlord's right to recover the reasonable cost of the repairs, replacements or maintenance does not arise unless the