

Repairs and improvements: the bright and the blurred

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One direction?

- Obligation to repair
- Obligation to pay for the repairs
 - Short term/periodic tenancies
 - Long residential leases

Ordinary English words

- Repair
- Renewal
- Replacement
- Alteration
- Addition
- Improvement

Considerations

- Condition of the premises at the date of grant of the lease
- Prospective life of the premises
- Length of the lease
- Nature of the defect
- Compliance with legislation
- Good practice
- Cost of the works
- Who is to pay for the works

Lister v Lane [1893] 2 QB 212

Lord Esher MR – “a different thing”

- House in Lambeth built on boggy soil on a timber platform
- Timber rotted & walls bulged
- Remedy: underpinning
- *Not repair having regard to the nature & age of the property*

Lurcott v Wakely [1911] 1 KB 905

- Wall without proper footings or damp proof course
- Rebuilt under the London Building Act 1894
- *Repair: the wall could only be rebuilt in accordance with statute*

Pembury v Landin [1940] 2 All ER 434

- 100 year old building
- Basement constructed without any waterproofing
- Remedy: asphaltting the walls; building 4½” wall to keep asphalt in position; new concrete floor 4” deep
- *Not repair*

Brew Bros Ltd v Snax (Ross) Ltd [1970] 1 QB 612

Sachs LJ

- Repair of foundations
- Rebuilding flank wall
- Repair of drains
- *Not repair*

Post Office v Aquarius Properties Ltd
[1985] 2 EGLR 85

Hoffmann J

- Defectively constructed kicker joint allowed water into the property
- Remedy: new concrete slab with reinforcement to the upper side & inner concrete skin to the walls
- *Structural alterations and improvements.*
Not repair

Specific items: windows

- *Quick v Taff Ely BC* [1985] 3 WLR 981
- *Mullaney v Maybourne Grange (Croydon) Management Co Ltd* [1986] 1 EGLR 70
- *Sutton (Hastoe) Housing Association v Williams* [1988] 1 EGLR 56 (CA)

Specific items: windows

- *Minja Properties Ltd v Cussins Property Group plc* [1998] 2 EGLR 52
- *Wandsworth London Borough Council v Griffin* [2000] 2 EGLR 105
- *Craighead v LB Islington* [2010] UKUT 47

Specific items: roofs

- *Elite Investments Ltd v Tl Bainbridge (Silencers) Ltd* [1986] 2 EGLR 43
- *Postel Properties Ltd v Boots the Chemist* [1996] 2 EGLR 60

Improvements & service charges

- *Holding & Management Ltd v Property Holding & Investment Trust Ltd* [1990] 1 EGLR 65
- *Waler v LB Hounslow* [2017] EWCA Civ 45

Thank you for listening

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