



BRIEF ENCOUNTER

Must I fix the patio for my tenants to have a barbecue?

Q We rent out a house through an agent. The tenants are always complaining about the most trivial problems, and the agent has charged us for a handyman to go in on several occasions. The latest complaint is that the tenants would like to have a barbecue but the paving slabs on the patio are broken. The tenancy agreement does not mention the patio. Do we have to repair it?

A Most assured shorthold tenancy agreements require the landlord to repair the structure and external parts of the building let to the tenant, but require the tenant to carry out minor maintenance to the interior parts (such as replacing light bulbs and damaged fittings). This allocation of responsibilities reflects the requirements of section 11 of the Landlord and Tenant Act 1985, which makes it mandatory for a landlord to repair “the structure and exterior of the dwelling house”.

It is quite clear that a lawn or flowerbed in the garden cannot be considered part of the “structure” or the “exterior” of a house, so most agreements make the tenant responsible for gardening. The position with external paths and patios depends on how important they are to the use and enjoyment of the property. In the 1969 case of *Brown v Liverpool City Council* it was decided that a path leading to the front door of a house, without which the house could not be used at all, was part of the “structure” of the building let to the tenant. By contrast, in the 1974 case of *Hopwood v Cannock Chase District Council*, the Court of Appeal decided that a landlord was not responsible for repairing uneven patio slabs that were merely part of the back garden to the house let to the tenants. However, different rules probably apply if the patio is likely to cause injury.

Your tenants cannot, therefore, require you to mend the patio so that they can have a barbecue.

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