

## **FIXED EQUIPMENT**

**Agricultural Tenancies**  
Short Limited Duration Tenancy  
Limited Duration Tenancy

## **FIXED EQUIPMENT**

The term “fixed equipment” is defined in the Agricultural Holdings legislation and includes –

- all permanent buildings, including farm houses and farm cottages, necessary for the proper conduct of the farm
- all permanent fences, including hedges, stone dykes, gate posts and gates
- all ditches open drains and tile drains, conduits and culverts, ponds, sluices, flood banks and main water courses
- stells, fanks, folds, dippers, pens and bughts necessary for the proper conduct of the farm
- water and sewerage systems
- electrical installations including generating plant, fixed motors, wiring systems, switches and plug sockets
- shelter belts

The fixed equipment on the farm must be specified in the lease at the commencement of the tenancy. However, once the tenancy has commenced additional fixed equipment can be specified or the terms of the original specification can be varied.

## **LANDLORD RESPONSIBILITIES**

The landlord has three principal obligations –

- At the commencement of the lease, or as soon as is practicable thereafter, he must put the fixed equipment on the farm into a thorough state of repair. This is considered to be an exacting standard.
- At the commencement of the lease, or as soon as is practicable thereafter, he must provide such buildings and other fixed equipment as will enable an occupier reasonably skilled in husbandry to maintain efficient production. Efficient production relates to the kind of produce specified in the lease or otherwise commonly produced on the farm and the quality and quantity which might reasonably be expected to be

- produced. For example, if the farm is let as a stock farm the landlord would need to provide the necessary stock handling equipment, buildings etc. to run an efficient operation but the tenant could not expect specialist dairy equipment to be provided.
- Once the lease has commenced the landlord is obliged to effect such replacement or renewal (NB, not maintenance or repair) of the buildings or other fixed equipment as may be rendered necessary by natural decay or fair wear and tear.

The landlord may not contract out of these obligations.

## **TENANT RESPONSIBILITIES**

The tenant is obliged to maintain the fixed equipment on the farm in as good a state of repair (natural decay and fair wear and tear excepted) as it was in immediately after it had been either (i) put into repair by the landlord at the commencement of the tenancy or (ii) provided, improved, replaced or renewed during the course of the tenancy.

### **A “FULL REPAIRING LEASE”**

A full repairing lease is deemed to exist where the landlord’s statutory or common law obligations, in relation to the fixed equipment on the farm, become the responsibility of the tenant. These are in addition to the repair and maintenance obligations which the tenant already has.

As the landlord cannot contract out of his renewal or replacement obligations, it is not possible for the tenant to have “a full repairing lease” in relation to a Short Limited Duration Tenancy or a Limited Duration Tenancy.

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