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OBLIGATION OF TENANTS WITH RESPECT TO THE REPAIR OF THE PREMISES DEMISED TO THEM.

- I. OBLIGATION OF THE PARTIES IN THE ABSENCE OF AN EXPRESS AGREEMENT.
- Landlord not bound to repair in the absence of an express agreement to do so.

2. Consequences of this principle.

- Agreement of landlord to repair, whether tenant entirely relieved from responsibility by.
- Obligation of tenant to repair in the absence of express stipulations.
- 5. Liability of tenants for voluntary waste.—(a) Tenants for years.

 (b) Tenants from year to year or at will.
- 6. Liability of tenants for permissive waste.—(a) Tenants for years.

 (b) Tenant from year to year and at will.
- 6a. Comparison between the extent of the obligations created by the duty to refrain from waste and by an express agreement to repair.—(a) Where voluntary waste has been committed.

 (b) Where the waste is merely permissive.
- 6b. Obligation to repair, treated as one arising from an implied contract.
- II. CONSTRUCTION AND EFFECT OF THE VARIOUS COVENANTS RELATING TO REPAIRS. GENERALLY.
- 7. Enumeration of covenants respecting repairs.—(A) Covenants to repair and keep in repair during the term. (B) Covenants to repair within a certain period after notice from the landlord. (C) Covenants to deliver up in good repair. (D) Covenants to put into repair. (E) Covenants to paint. (F) Covenants of indemnity.

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- 9. Contemporaneous agreements by lessor and lessee as to repairs, effect of.
- Covenants to repair considered in relation to the validity of leases given in pursuance of powers.

11. During what period agreements to repair are obligatory.

- 12. Obligation of covenants as to repair, how far continuous.—

 (a) General covenant to keep in repair. (b) Covenant to put in repair.
- 18. What covenants respecting repairs are classed among the "usual" covenants of leases.
- 14. Short Forms Acts.