

Karnataka Rent Control Act, 2001

Section 47 - Landlords Duty to Keep the Premises in Good Repair

(1) Subject to any contract in writing to the contrary every landlord shall be bound to keep the premises in good and tenantable repairs in relation to matters falling under Part A of Schedule V.

Explanation.- Good and tenantable repairs under this section and under section 49 shall mean such repairs as shall keep the premises in the same condition in which it was let out, except for the normal wear and tear.

(2) Where any repairs in relation to a matter falling under Part A of Schedule V without which the premises are not habitable or useable except with undue inconvenience are to be made and the landlord neglects or fails to make them within a period of three months after notice in writing, the tenant may apply to the Controller for permission to make such repairs himself and may submit to the Controller an estimate of the cost of such repairs, and, the Controller, may, after giving the landlord an opportunity of being heard and after considering such estimate of the cost and making such inquiries as he may consider necessary, by an order in writing, permit the tenant to make repairs at such cost as may be specified in the order and it shall thereafter be lawful for the tenant to make such repairs himself and to deduct the cost thereof, from the rent or otherwise recover it from the landlord:

Provided that the amount so deducted or recoverable from rent in any year shall not exceed one-half of the rent payable by the tenant for that year and any amount remaining not recovered in that year shall be deducted or recovered from the rent in the subsequent years at the rate of not more than twenty-five percent of the rent for a month:

Provided further that where there are more than one premises owned by a landlord in a building, the tenants thereof may jointly carry out the repairs and share the expenses proportionately.

(3) Nothing in sub-section (2) shall apply to premises,-

(a) which at the time of letting out was not habitable or useable except with undue inconvenience and the tenant had agreed to take the same in that condition;

(b) which was after being let out, caused to be not habitable or useable except with undue inconvenience, by the tenant.
