



Landlord and Tenant (War Damage) Act (Northern Ireland) 1941

1941 CHAPTER 9

SUPPLEMENTAL

38 Interpretation.

- (1) In this Act, unless the context otherwise requires, the following expressions have the meanings hereby assigned to them, that is to say:—

“Agricultural lease” means a lease the land comprised wherein consists wholly or mainly of agricultural land or agricultural buildings within the meaning of the Valuation Acts Amendment Act (Northern Ireland), 1932^{MIF1};

“Annual value,” in relation to land, means the rent at which the land might reasonably be expected to let from year to year, if the tenant undertook to pay all usual tenants' rates and taxes and the landlord undertook to bear the cost of repairs and insurance and the other expenses necessary to command that rent;

“Disposition” means any instrument (including an enactment) or oral transaction, whether made before or after the passing of this Act, creating or transferring any interest in land;

“Dwelling-house” means a house or part of a house let as a separate dwelling, and does not exclude a house or part of a house so let by reason only that part of the premises is used as a shop or office or for business, trade or professional purposes;

“Fee simple” includes estates held under fee farm grants and perpetuity grants;

“Ground lease” means a lease at a rent (or, where the rent varies, at a maximum rent) which does not substantially exceed the rent which a tenant might reasonably have been expected, at the commencement of the tenancy created by the lease, to pay for the land comprised in the lease, excluding any buildings, for a tenancy of the same duration as the tenancy created by the lease;

“Interest,” in relation to land, means any estate or interest in the land, whether legal or equitable;

Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (War Damage) Act (Northern Ireland) 1941, Section 38. (See end of Document for details)

“Land” means land of any tenure, and includes any buildings or works situated on, over or under land;

“Landlord” in relation to a lease means the person who under the lease is, as between himself and the tenant, for the time being entitled to the rents and profits of the demised premises payable under the lease, and includes a mortgagee of the lessor's interest who is in possession of that interest or has appointed a receiver of the rents and profits thereof;

“Lease” means a lease, under-lease or other contract of tenancy (whether in writing or oral) in respect of any lands in consideration of a rent or return, and (without prejudice to the generality of this definition) includes—

- (a) a grant of land in perpetuity in consideration of a rent or return;
- (b) an assignment operating as a lease or underlease; and
- (c) an agreement for any such lease, underlease, grant, assignment or other contract of tenancy;

and also includes a ground lease;

“Mining lease” means a lease for any mining purpose or purposes connected therewith, and

“mining purposes” include the sinking and searching for, winning, working, getting, making merchantable, smelting or otherwise converting or working for the purposes of any manufacture, carrying away, and disposing of mines and minerals, in or under land, and the erection of buildings, and the execution of engineering and other works suitable for those purposes;

“Mortgage” includes charge and debenture;

“Multiple lease” means a lease comprising buildings which are used or adapted for use as two or more separate tenements;

“Rent,” in relation to any short tenancy, includes any periodical sum payable by the tenant to the landlord in connection with his tenancy, whether for services, lighting, heating, board, use of furniture, or otherwise, and references to rent payable under the tenancy include references to any such sum contracted to be paid by any agreement;

“Reversion” includes the landlord's interest in a lease or in the land comprised therein;

“Rules of court” means rules made by the authority having power to make rules of court for regulating the practice of the county courts or, as the case may [^{F2} require, rules under section 55 of the Judicature (Northern Ireland) Act 1978 ^{M2}];

“Short tenancy” means any tenancy or sub-tenancy which the tenant is entitled to determine at any time by a notice to quit expiring not later than the end of the next complete quarter or the next complete period of three months of the tenancy, and, in a case where a person is holding over any land, which he previously held under a short tenancy, by virtue of the Rent and Mortgage Interest (Restrictions) Acts (Northern Ireland), 1920 to 1940, Part II of the Rent and Mortgage Interest (Restrictions) Act (Northern Ireland), 1940 ^{M3}, ^{F3} ..., such person shall be deemed to be holding the land under a short tenancy;

“Tenant,” in relation to a lease, means the person for the time being entitled to the tenancy created by the lease;

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“Unfit” means—

- (a) in relation to buildings or works, or to land of which three-quarters or more of the value is attributable to buildings or works, unfit for the purpose for which those buildings or works were used or adapted for use immediately before the occurrence of the war damage in question, having regard to the class of tenant likely to occupy similar buildings or works which are not unfit for that purpose, to the standard of accommodation available at the material time, and to all other circumstances; and
- (b) in relation to other land, unfit for any purpose for which the tenant can be reasonably expected to use the land, having regard to the terms of the lease under which it is held;

and the expression “fit” shall be construed accordingly;

“War damage” has the meaning assigned to that expression by sub-sections (1) and (2) of section eighty of the War Damage Act, 1941^{M4}.

- (2) Sub-section (3) of section eighty of the War Damage Act, 1941, shall apply for the purposes of this Act as it applies for the purposes of the first-mentioned Act.

Subs. (3) rep. by 1995 c. 44

- (4) References in this Act to buildings or works on land shall be construed as including references to buildings or works under and over land.

Subs.(5) rep by 1954 c.33 (NI)

F1 1977 NI 28
F2 1978 c.23
F3 SL(R) 1993 c.50

Marginal Citations

M1 1932 c. 26
M2 1978 c. 23
M3 1940 c. 7
M4 1941 c. 12

Changes to legislation:

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