



# Housing Act 1974

## 1974 CHAPTER 44

### PART I

#### THE HOUSING CORPORATION: EXTENDED FUNCTIONS

#### **2 Control by Corporation of dispositions of land by housing associations**

- (1) Subject to the following provisions of this section,—
- (a) a registered housing association may not sell, lease, mortgage, charge or otherwise dispose of any land, and
  - (b) an unregistered housing association may not sell, lease, mortgage, charge or otherwise dispose of any grant-aided land, as defined in Schedule 2 to this Act, except with the consent of the Corporation.
- (2) Subsection (1) above shall not apply to a disposition by a housing association which is a registered charity if—
- (a) the disposition is one which, by virtue of subsection (1) or subsection (2) of section 29 of the Charities Act 1960 (certain disposals not to take place without an order of the court or of the Charity Commissioners), cannot be made without such an order as is mentioned in that section; or
  - (b) the disposition is of land which is not grant-aided land, as defined in Schedule 2 to this Act, and is one for which the sanction of an order under the said section 29 is not required by virtue of subsection (3) thereof (certain dispositions excluded from the requirements of that section).
- (3) The Charity Commissioners shall consult the Corporation before making any order under section 29 of the Charities Act 1960 permitting a disposition which, apart from subsection (2) above, would be a disposition requiring the consent of the Corporation.
- (4) Subsection (1) above shall not apply to the grant of a lease for a term ending within the period of 7 years and 3 months beginning on the date of the grant unless—
- (a) there is conferred on the lessee (whether by the lease or otherwise) an option for renewal for a term which, together with the original term, would expire outside that period; or

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- (b) the lease is granted wholly or partly in consideration of a fine.
- (5) Without prejudice to the generality of the expression "dispose" in subsection (1) above, in subsection (4) above the expression "lease" includes an agreement for a lease and a licence to occupy and the expressions "grant" and "term" shall be construed accordingly.
- (6) Any reference in this section to the consent of the Corporation is a reference to an order under the seal of the Corporation giving their consent.