Landlord and Tenant Act 1987

1987 CHAPTER 31

PART I

TENANTS' RIGHTS OF FIRST REFUSAL

Preliminary

1 Qualifying tenants to have rights of first refusal on disposals by landlord.

(1) A landlord shall not make a relevant disposal affecting any premises to which at the time of the disposal this Part applies unless—

(a) he has in accordance with section 5 previously served a notice under that section with respect to the disposal on the qualifying tenants of the flats contained in those premises (being a notice by virtue of which rights of first refusal are conferred on those tenants); and

(b) the disposal is made in accordance with the requirements of sections 6 to 10.

(2) Subject to subsections (3) and (4), this Part applies to premises if—

(a) they consist of the whole or part of a building; and

(b) they contain two or more flats held by qualifying tenants; and

(c) the number of flats held by such tenants exceeds 50 per cent. of the total number of flats contained in the premises.

(3) This Part does not apply to premises falling within subsection (2) if—

(a) any part or parts of the premises is or are occupied or intended to be occupied otherwise than for residential purposes; and

(b) the internal floor area of that part or those parts (taken together) exceeds 50 per cent. of the internal floor area of the premises (taken as a whole);

and for the purposes of this subsection the internal floor area of any common parts shall be disregarded.

(4) This Part also does not apply to any such premises at a time when the interest of the landlord in the premises is held by an exempt landlord or a resident landlord.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(5) The Secretary of State may by order substitute for the percentage for the time being specified in subsection (3)(b) such other percentage as is specified in the order.

2 Landlords for the purposes of Part I.

(1) Subject to subsection (2) **[**[F1]and section 4(1A)**]**, a person is for the purposes of this Part the landlord in relation to any premises consisting of the whole or part of a building if he is—

(a) the immediate landlord of the qualifying tenants of the flats contained in those premises, or

(b) where any of those tenants is a statutory tenant, the person who, apart from the statutory tenancy, would be entitled to possession of the flat in question.

(2) Where the person who is, in accordance with subsection (1), the landlord in relation to any such premises for the purposes of this Part ("the immediate landlord") is himself a tenant of those premises under a tenancy which is either—

(a) a tenancy for a term of less than seven years, or

(b) a tenancy for a longer term but terminable within the first seven years at the option of the person who is the landlord under that tenancy ("the superior landlord"),

the superior landlord shall also be regarded as the landlord in relation to those premises for the purposes of this Part and, if the superior landlord is himself a tenant of those premises under a tenancy falling within paragraph (a) or (b) above, the person who is the landlord under that tenancy shall also be so regarded (and so on).

Textual Amendments

F1 Words inserted by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 1**

3 Qualifying tenants.

(1) Subject to the following provisions of this section, a person is for the purposes of this Part a qualifying tenant of a flat if he is the tenant of the flat under a tenancy other than—

(a) a protected shorthold tenancy as defined in section 52 of the [M1]Housing Act 1980;

(b) a tenancy to which Part II of the [M2]Landlord and Tenant Act 1954 (business tenancies) applies; . . . [F2]

(c) a tenancy terminable on the cessation of his employment **[**[F3]or

(d) an assured tenancy or assured agricultural occupancy within the meaning of Part I of the Housing Act 1988**]**.

(2) A person is not to be regarded as being a qualifying tenant of any flat contained in any particular premises consisting of the whole or part of a building if **[**[F4]by virtue of one or more tenancies none of which falls within paragraphs (a) to (d) of subsection (1), he is the tenant not only of the flat in question but also of at least two other flats contained in those premises**]**.

Status: *Point in time view as at 03/10/1996.*
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(3) For the purposes of subsection **[**[F5](2)**]** any tenant of a flat contained in the premises in question who is a body corporate shall be treated as the tenant of any other flat so contained and let to an associated company.

(4) A tenant of a flat whose landlord is a qualifying tenant of that flat is not to be regarded as being a qualifying tenant of that flat.

Textual Amendments

F2 Word repealed by Housing Act 1988 (c. 50, SIF 61, 75:1), ss. 119, 140, Sch. 13 para. 2(1), **Sch. 18**

F3 S. 3(1)(d) and the word "or" immediately preceding it added by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 2(1)**

F4 Words substituted for paragraphs (a) and (b) by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 2(2)**

F5 "(2)" substituted for "(2)(b)" by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 2(2)**

Marginal Citations

M1 1980 c. 51.

M2 1954 c. 56.

4 Relevant disposals.

(1) In this Part references to a relevant disposal affecting any premises to which this Part applies are references to the disposal by the landlord of any estate or interest (whether legal or equitable) in any such premises, including the disposal of any such estate or interest in any common parts of any such premises but excluding—

(a) the grant of any tenancy under which the demised premises consist of a single flat (whether with or without any appurtenant premises); and

(b) any of the disposals falling within subsection (2).

[[F6](1A) Where an estate or interest of the landlord has been mortgaged, the reference in subsection (1) above to the disposal of an estate or interest by the landlord includes a reference to its disposal by the mortgagee in exercise of a power of sale or leasing, whether or not the disposal is made in the name of the landlord; and, in relation to such a proposed disposal by the mortgagee, any reference in the following provisions of this Part to the landlord shall be construed as a reference to the mortgagee.**]**

(2) The disposals referred to in subsection (1)(b) are—

(a) a disposal of—

(i) any interest of a beneficiary in settled land within the meaning of the [M3]Settled Land Act 1925, **[**[F7]or**]**

(ii) . . . . . [F7]

(iii) any incorporeal hereditament;

[[F7](aa) a disposal [F8]. . .by way of security for a loan**]**

(b) a disposal to a trustee in bankruptcy or to the liquidator of a company;

[[F9](c) a disposal in pursuance of an order made under—

(i) section 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings),

(ii) section 24A of the Matrimonial Causes Act 1973 (orders for the sale of property in connection with matrimonial proceedings) where

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the order includes provision requiring the property concerned to be offered for sale to a person or class of persons specified in the order,

(iii) section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 (orders as to financial provision to be made from estate),

(iv) section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, &c.),

(v) section 17(2) of the Matrimonial and Family Proceedings Act 1984 (orders for the sale of property after overseas divorce, &c.) where the order includes provision requiring the property concerned to be offered for sale to a person or class of persons specified in the order, or

(vi) paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents);**]**

(d) a disposal in pursuance of a compulsory purchase order or in pursuance of an agreement entered into in circumstances where, but for the agreement, such an order would have been made or (as the case may be) carried into effect;

[[F10](da) a disposal of any freehold or leasehold interest in pursuance of Chapter I of Part I of the Leasehold Reform, Housing and Urban Development Act 1993;**]**

(e) a disposal by way of gift to a member of the landlord's family or to a charity;

(f) a disposal by one charity to another of an estate or interest in land which prior to the disposal is functional land of the first-mentioned charity and which is intended to be functional land of the other charity once the disposal is made;

(g) a disposal consisting of the transfer of an estate or interest held on trust for any person where the disposal is made in connection with the appointment of a new trustee or in connection with the discharge of any trustee;

(h) a disposal consisting of a transfer by two or more persons who are members of the same family either—

(i) to fewer of their number, or

(ii) to a different combination of members of the family (but one that includes at least one of the transferors);

[[F11](i) a disposal in pursuance of a contract, option or right of pre-emption binding on the landlord (except as provided by section 8D (application of sections 11 to 17 to disposal in pursuance of option or right of pre-emption));**]**

(j) a disposal consisting of the surrender of a tenancy in pursuance of any covenant, condition or agreement contained in it;

(k) a disposal to the Crown; and

[[F12](l) a disposal by a body corporate to a company which has been an associated company of that body for at least two years.**]**

(3) In this Part "disposal" means a disposal whether by the creation or the transfer of an estate or interest and—

(a) includes the surrender of a tenancy and the grant of an option or right of pre-emption, but

(b) excludes a disposal under the terms of a will or under the law relating to intestacy;

and references in this Part to the transferee in connection with a disposal shall be construed accordingly.

(4) In this section "appurtenant premises", in relation to any flat, means any yard, garden, outhouse or appurtenance (not being a common part of the building containing the flat) which belongs to, or is usually enjoyed with, the flat.

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(5) A person is a member of another's family for the purposes of this section if—

(a) that person is the spouse of that other person, or the two of them live together as husband and wife, or

(b) that person is that other person's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

(6) For the purposes of subsection (5)(b)—

(a) a relationship by marriage shall be treated as a relationship by blood,

(b) a relationship of the half-blood shall be treated as a relationship of the whole blood,

(c) the stepchild of a person shall be treated as his child, and

(d) an illegitimate child shall be treated as the legitimate child of his mother and reputed father.

Textual Amendments

F6 S. 4(1A) inserted by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 3(1)**

F7 Word "or" inserted, sub-paragraph (ii) omitted and paragraph (aa) inserted by Housing Act 1988 (c. 50, SIF 75:1), s. 119, **Sch. 13 para. 3(2)**

F8 Words in s. 4(2)(aa) repealed (1.10.1996) by 1996 c. 52, ss. 92(1), 227, Sch. 6 Pt. IV para. 1, **Sch. 19 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F9 S. 4(2)(c) substituted (1.10.1996) by 1996 c. 52, s. 222, **Sch. 18 Pt. III para. 18**; S.I. 1996/2402, **art. 3**

F10 S. 4(2)(da) inserted (1.11.1993) by 1993 c. 28, **s. 187(1)**, SCh. 21 para. 26; S.I. 1993/2134, **arts. 2**, 5

F11 S. 4(2)(i) substituted (1.10.1996) by 1996 c. 52, **s. 89(2)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F12 S. 4(2)(l) substituted (1.10.1996 with effect as mentioned in s. 90(2) of the amending Act) by 1996 c. 52, **s. 90(1)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Modifications etc. (not altering text)

C1 S. 4 excluded (coming into force in accordance with s. 3(2) of the excluding Act) by 1994 c. xiv, **s. 9(1)**
S. 4 excluded (coming into force in accordance with s. 5(2) of the excluding Act) by 1996 c. ii, **s. 11(1)**
S. 4 excluded (coming into force in accordance with s. 3 of the excluding Act) by 1998 c. v, **s. 13(1)(a)**
S. 4 excluded (coming into force in accordance with s. 3 of the excluding Act) by 1999 c. iv, **s. 13(1)(a)**
S. 4 excluded (coming into force in accordance with s. 3 of the excluding Act) by 2000 c. iii, **s. 14(a)** (with s. 16)
S. 4 excluded (coming into force in accordance with s. 3 of the excluding Act) by 2001 c. i, **s. 11(a)** (with s. 13)
S. 4 excluded (coming into force in accordance with s. 3 of the excluding Act) by 2001 c. v, **s. 15(1)(a)**
S. 4 excluded by 2002 c. iii, **s. 14(1)(a)**
S. 4 excluded by 2002 c. iv, **s. 14(1)(a)**

Marginal Citations

M3 1925 c. 18.

[F13 4A Application of provisions to contracts.

(1) The provisions of this Part apply to a contract to create or transfer an estate or interest in land, whether conditional or unconditional and whether or not enforceable by specific

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performance, as they apply in relation to a disposal consisting of the creation or transfer of such an estate or interest.

As they so apply—

(a) references to a disposal of any description shall be construed as references to a contract to make such a disposal;

(b) references to making a disposal of any description shall be construed as references to entering into a contract to make such a disposal; and

(c) references to the transferee under the disposal shall be construed as references to the other party to the contract and include a reference to any other person to whom an estate or interest is to be granted or transferred in pursuance of the contract.

(2) The provisions of this Part apply to an assignment of rights under such a contract as is mentioned in subsection (1) as they apply in relation to a disposal consisting of the transfer of an estate or interest in land.

As they so apply—

(a) references to a disposal of any description shall be construed as references to an assignment of rights under a contract to make such a disposal;

(b) references to making a disposal of any description shall be construed as references to making an assignment of rights under a contract to make such a disposal;

(c) references to the landlord shall be construed as references to the assignor; and

(d) references to the transferee under the disposal shall be construed as references to the assignee of such rights.

(3) The provisions of this Part apply to a contract to make such an assignment as is mentioned in subsection (2) as they apply (in accordance with subsection (1)) to a contract to create or transfer an estate or interest in land.

(4) Nothing in this section affects the operation of the provisions of this Part relating to options or rights of pre-emption.**]**

Textual Amendments

F13 S. 4A inserted (1.10.1996) by 1996 c. 52, **s. 89(1)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F14 Rights of first refusal]

Textual Amendments

F14 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F15 5 Landlord required to serve offer notice on tenants.

(1) Where the landlord proposes to make a relevant disposal affecting premises to which this Part applies, he shall serve a notice under this section (an "offer notice") on the qualifying tenants of the flats contained in the premises (the "constituent flats").

Status: *Point in time view as at 03/10/1996.*
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(2) An offer notice must comply with the requirements of whichever is applicable of the following sections—

section 5A (requirements in case of contract to be completed by conveyance, &c.),

section 5B (requirements in case of sale at auction),

section 5C (requirements in case of grant of option or right of pre-emption),

section 5D (requirements in case of conveyance not preceded by contract, &c.);

and in the case of a disposal to which section 5E applies (disposal for non-monetary consideration) shall also comply with the requirements of that section.

(3) Where a landlord proposes to effect a transaction involving the disposal of an estate or interest in more than one building (whether or not involving the same estate or interest), he shall, for the purpose of complying with this section, sever the transaction so as to deal with each building separately.

(4) If, as a result of the offer notice being served on different tenants on different dates, the period specified in the notice as the period for accepting the offer would end on different dates, the notice shall have effect in relation to all the qualifying tenants on whom it is served as if it provided for that period to end with the latest of those dates.

(5) A landlord who has not served an offer notice on all of the qualifying tenants on whom it was required to be served shall nevertheless be treated as having complied with this section—

(a) if he has served an offer notice on not less than 90% of the qualifying tenants on whom such a notice was required to be served, or

(b) where the qualifying tenants on whom it was required to be served number less than ten, if he has served such a notice on all but one of them.**]**

Textual Amendments

F15 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F16 5A Offer notice: requirements in case of contract to be completed by conveyance, &c.

(1) The following requirements must be met in relation to an offer notice where the disposal consists of entering into a contract to create or transfer an estate or interest in land.

(2) The notice must contain particulars of the principal terms of the disposal proposed by the landlord, including in particular—

(a) the property, and the estate or interest in that property, to which the contract relates,

(b) the principal terms of the contract (including the deposit and consideration required).

(3) The notice must state that the notice constitutes an offer by the landlord to enter into a contract on those terms which may be accepted by the requisite majority of qualifying tenants of the constituent flats.

Status: *Point in time view as at 03/10/1996.*
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(4) The notice must specify a period within which that offer may be so accepted, being a period of not less than two months which is to begin with the date of service of the notice.

(5) The notice must specify a further period of not less than two months within which a person or persons may be nominated by the tenants under section 6.

(6) This section does not apply to the grant of an option or right of pre-emption (see section 5C).**]**

Textual Amendments

F16 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F17 5B Offer notice: requirements in case of sale by auction.

(1) The following requirements must be met in relation to an offer notice where the landlord proposes to make the disposal by means of a sale at a public auction held in England and Wales.

(2) The notice must contain particulars of the principal terms of the disposal proposed by the landlord, including in particular the property to which it relates and the estate or interest in that property proposed to be disposed of.

(3) The notice must state that the disposal is proposed to be made by means of a sale at a public auction.

(4) The notice must state that the notice constitutes an offer by the landlord, which may be accepted by the requisite majority of qualifying tenants of the constituent flats, for the contract (if any) entered into by the landlord at the auction to have effect as if a person or persons nominated by them, and not the purchaser, had entered into it.

(5) The notice must specify a period within which that offer may be so accepted, being a period of not less than two months beginning with the date of service of the notice.

(6) The notice must specify a further period of not less than 28 days within which a person or persons may be nominated by the tenants under section 6.

(7) The notice must be served not less than four months or more than six months before the date of the auction; and—

(a) the period specified in the notice as the period within which the offer may be accepted must end not less than two months before the date of the auction, and

(b) the period specified in the notice as the period within which a person may be nominated under section 6 must end not less than 28 days before the date of the auction.

(8) Unless the time and place of the auction and the name of the auctioneers are stated in the notice, the landlord shall, not less than 28 days before the date of the auction, serve on the requisite majority of qualifying tenants of the constituent flats a further notice stating those particulars.**]**

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Textual Amendments

F17 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F18 5C Offer notice: requirements in case of grant or option or right of pre-emption.

(1) The following requirements must be met in relation to an offer notice where the disposal consists of the grant of an option or right of pre-emption.

(2) The notice must contain particulars of the principal terms of the disposal proposed by the landlord, including in particular—

(a) the property, and the estate or interest in that property, to which the option or right of pre-emption relates,

(b) the consideration required by the landlord for granting the option or right of pre-emption, and

(c) the principal terms on which the option or right of pre-emption would be exercisable, including the consideration payable on its exercise.

(3) The notice must state that the notice constitutes an offer by the landlord to grant an option or right of pre-emption on those terms which may be accepted by the requisite majority of qualifying tenants of the constituent flats.

(4) The notice must specify a period within which that offer may be so accepted, being a period of not less than two months which is to begin with the date of service of the notice.

(5) The notice must specify a further period of not less than two months within which a person or persons may be nominated by the tenants under section 6.**]**

Textual Amendments

F18 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F19 5D Offer notice: requirements in case of conveyance not preceded by contract, &c.

(1) The following requirements must be met in relation to an offer notice where the disposal is not made in pursuance of a contract, option or right of pre-emption binding on the landlord.

(2) The notice must contain particulars of the principal terms of the disposal proposed by the landlord, including in particular—

(a) the property to which it relates and the estate or interest in that property proposed to be disposed of, and

(b) the consideration required by the landlord for making the disposal.

(3) The notice must state that the notice constitutes an offer by the landlord to dispose of the property on those terms which may be accepted by the requisite majority of qualifying tenants of the constituent flats.

(4) The notice must specify a period within which that offer may be so accepted, being a period of not less than two months which is to begin with the date of service of the notice.

(5) The notice must specify a further period of not less than two months within which a person or persons may be nominated by the tenants under section 6.**]**

Textual Amendments

F19 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F20 5E Offer notice: disposal for non-monetary consideration.

(1) This section applies where, in any case to which section 5 applies, the consideration required by the landlord for making the disposal does not consist, or does not wholly consist, of money.

(2) The offer notice, in addition to complying with whichever is applicable of sections 5A to 5D, must state—

(a) that an election may made under section 8C (explaining its effect), and

(b) that, accordingly, the notice also constitutes an offer by the landlord, which may be accepted by the requisite majority of qualifying tenants of the constituent flats, for a person or persons nominated by them to acquire the property in pursuance of sections 11 to 17.

(3) The notice must specify a period within which that offer may be so accepted, being a period of not less than two months which is to begin with the date of service of the notice.**]**

Textual Amendments

F20 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F21 6 Acceptance of landlord's offer: general provisions.

(1) Where a landlord has served an offer notice, he shall not during—

(a) the period specified in the notice as the period during which the offer may be accepted, or

(b) such longer period as may be agreed between him and the requisite majority of the qualifying tenants of the constituent flats,

dispose of the protected interest except to a person or persons nominated by the tenants under this section.

(2) Where an acceptance notice is duly served on him, he shall not during the protected period (see subsection (4) below) dispose of the protected interest except to a person duly nominated for the purposes of this section by the requisite majority of qualifying tenants of the constituent flats (a "nominated person").

Status: *Point in time view as at 03/10/1996.*
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(3) An "acceptance notice" means a notice served on the landlord by the requisite majority of qualifying tenants of the constituent flats informing him that the persons by whom it is served accept the offer contained in his notice.

An acceptance notice is "duly served" if it is served within—

(a) the period specified in the offer notice as the period within which the offer may be accepted, or

(b) such longer period as may be agreed between the landlord and the requisite majority of qualifying tenants of the constituent flats.

(4) The "protected period" is the period beginning with the date of service of the acceptance notice and ending with—

(a) the end of the period specified in the offer notice as the period for nominating a person under this section, or

(b) such later date as may be agreed between the landlord and the requisite majority of qualifying tenants of constituent flats.

(5) A person is "duly nominated" for the purposes of this section if he is nominated at the same time as the acceptance notice is served or at any time after that notice is served and before the end of—

(a) the period specified in the offer notice as the period for nomination, or

(b) such longer period as may be agreed between the landlord and the requisite majority of qualifying tenants of the constituent flats.

(6) A person nominated for the purposes of this section by the requisite majority of qualifying tenants of the constituent flats may be replaced by another person so nominated if, and only if, he has (for any reason) ceased to be able to act as a nominated person.

(7) Where two or more persons have been nominated and any of them ceases to act without being replaced, the remaining person or persons so nominated may continue to act.**]**

Textual Amendments

F21 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F22 7 Failure to accept landlord's offer or to make nomination.

(1) Where a landlord has served an offer notice on the qualifying tenants of the constituent flats and—

(a) no acceptance notice is duly served on the landlord, or

(b) no person is nominated for the purposes of section 6 during the protected period,

the landlord may, during the period of 12 months beginning with the end of that period, dispose of the protected interest to such person as he thinks fit, but subject to the following restrictions.

(2) Where the offer notice was one to which section 5B applied (sale by auction), the restrictions are—

(a) that the disposal is made by means of a sale at a public auction, and

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) that the other terms correspond to those specified in the offer notice.

(3) In any other case the restrictions are—

(a) that the deposit and consideration required are not less than those specified in the offer notice, and

(b) that the other terms correspond to those specified in the offer notice.

(4) The entitlement of a landlord, by virtue of this section or any other corresponding provision of this Part, to dispose of the protected interest during a specified period of 12 months extends only to a disposal of that interest, and accordingly the requirements of section 1(1) must be satisfied with respect to any other disposal by him during that period of 12 months (unless the disposal is not a relevant disposal affecting any premises to which at the time of the disposal this Part applies).**]**

Textual Amendments

F22 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F23 8 Landlord's obligations in case of acceptance and nomination.

(1) This section applies where a landlord serves an offer notice on the qualifying tenants of the constituent flat and—

(a) an acceptance notice is duly served on him, and

(b) a person is duly nominated for the purposes of section 6,

by the requisite majority of qualifying tenants of the constituent flats.

(2) Subject to the following provisions of this Part, the landlord shall not dispose of the protected interest except to the nominated person.

(3) The landlord shall, within the period of one month beginning with the date of service of notice of nomination, either—

(a) serve notice on the nominated person indicating an intention no longer to proceed with the disposal of the protected interest, or

(b) be obliged to proceed in accordance with the following provisions of this Part.

(4) A notice under subsection (3)(a) is a notice of withdrawal for the purposes of section 9B(2) to (4) (consequences of notice of withdrawal by landlord).

(5) Nothing in this section shall be taken as prejudicing the application of the provisions of this Part to any further offer notice served by the landlord on the qualifying tenants of the constituent flats.**]**

Textual Amendments

F23 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted (1.110.1996) for ss. 5-10 by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)**(with Sch.)

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

[F24 8A Landlord's obligation: general provisions.

(1) This section applies where the landlord is obliged to proceed and the offer notice was not one to which section 5B applied (sale by auction).

(2) The landlord shall, within the period of one month beginning with the date of service of the notice of nomination, send to the nominated person a form of contract for the acquisition of the protected interest on the terms specified in the landlord's offer notice.

(3) If he fails to do so, the following provisions of this Part apply as if he had given notice under section 9B (notice of withdrawal by landlord) at the end of that period.

(4) If the landlord complies with subsection (2), the nominated person shall, within the period of two months beginning with the date on which it is sent or such longer period beginning with that date as may be agreed between the landlord and that person, either—

(a) serve notice on the landlord indicating an intention no longer to proceed with the acquisition of the protected interest, or

(b) offer an exchange of contracts, that is to say, sign the contract and send it to the landlord, together with the requisite deposit.

In this subsection "the requisite deposit" means a deposit of an amount determined by or under the contract or an amount equal to 10 per cent of the consideration, whichever is the less.

(5) If the nominated person—

(a) serves notice in pursuance of paragraph (a) of subsection (4), or

(b) fails to offer an exchange of contracts within the period specified in that subsection,

the following provisions of this Part apply as if he had given notice under section 9A (withdrawal by nominated person) at the same time as that notice or, as the case may be, at the end of that period.

(6) If the nominated person offers an exchange of contracts within the period specified in subsection (4), but the landlord fails to complete the exchange within the period of seven days beginning with the day on which he received that person's contract, the following provisions of this Part apply as if the landlord had given notice under section 9B (withdrawal by landlord) at the end of that period.**]**

Textual Amendments

F24 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F25 8B Landlord's obligation: election in case of sale at auction.

(1) This section applies where the landlord is obliged to proceed and the offer notice was one to which section 5B applied (sale by auction).

(2) The nominated person may, by notice served on the landlord not less than 28 days before the date of the auction, elect that the provisions of this section shall apply.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) If a contract for the disposal is entered into at the auction, the landlord shall, within the period of seven days beginning with the date of the auction, send a copy of the contract to the nominated person.

(4) If, within the period of 28 days beginning with the date on which such a copy is so sent, the nominated person—

(a) serves notice on the landlord accepting the terms of the contract, and

(b) fulfils any conditions falling to be fulfilled by the purchaser on entering into the contract,

the contract shall have effect as if the nominated person, and not the purchaser, had entered into the contract.

(5) Unless otherwise agreed, any time limit in the contract as it has effect by virtue of subsection (4) shall start to run again on the service of notice under that subsection; and nothing in the contract as it has effect by virtue of a notice under this section shall require the nominated person to complete the purchase before the end of the period of 28 days beginning with the day on which he is deemed to have entered into the contract.

(6) If the nominated person—

(a) does not serve notice on the landlord under subsection (2) by the time mentioned in that subsection, or

(b) does not satisfy the requirements of subsection (4) within the period mentioned in that subsection,

the following provisions of this Part apply as if he had given notice under section 9A (withdrawal by nominated person) at the end of that period.**]**

Textual Amendments

F25 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F26 8C Election in case of disposal for non-monetary consideration.

(1) This section applies where an acceptance notice is duly served on the landlord indicating an intention to accept the offer referred to in section 5E (offer notice: disposal for non-monetary consideration).

(2) The requisite majority of qualifying tenants of the constituent flats may, by notice served on the landlord within—

(a) the period specified in the offer notice for nominating a person or persons for the purposes of section 6, or

(b) such longer period as may be agreed between the landlord and the requisite majority of qualifying tenants of the constituent flats,

elect that the following provisions shall apply.

(3) Where such an election is made and the landlord disposes of the protected interest on terms corresponding to those specified in his offer notice in accordance with section 5A, 5B, 5C or 5D, sections 11 to 17 shall have effect as if—

(a) no notice under section 5 had been served;

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(b) in section 11A(3) (period for serving notice requiring information, &c.), the reference to four months were a reference to 28 days; and

(c) in section 12A(2) and 12B(3) (period for exercise of tenants' rights against purchaser) each reference to six months were a reference to two months.

(4) For the purposes of sections 11 to 17 as they have effect by virtue of subsection (3) so much of the consideration for the original disposal as did not consist of money shall be treated as such amount in money as was equivalent to its value in the hands of the landlord.

The landlord or the nominated person may apply to have that amount determined by a leasehold valuation tribunal.**]**

Textual Amendments

F26 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F27 8D Disposal in pursuance of option or right of pre-emption.

(1) Where—

(a) the original disposal was the grant of an option or right of pre-emption, and

(b) in pursuance of the option or right, the landlord makes another disposal affecting the premises ("the later disposal") before the end of the period specified in subsection (2),

sections 11 to 17 shall have effect as if the later disposal, and not the original disposal, were the relevant disposal.

(2) The period referred to in subsection (1)(b) is the period of four months beginning with the date by which—

(a) notices under section 3A of the [M4]Landlord and Tenant Act 1985 (duty of new landlord to inform tenants of rights) relating to the original disposal, or

(b) where that section does not apply, documents of any other description—

(i) indicating that the original disposal has taken place, and

(ii) alerting the tenants to the existence of their rights under this Part and the time within which any such rights must be exercised,

have been served on the requisite majority of qualifying tenants of the constituent flats.**]**

Textual Amendments

F27 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Marginal Citations

M4 1985 c 70.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

[F28 8E Covenant, &c affecting landlord's power to dispose.

(1) Where the landlord is obliged to proceed but is precluded by a covenant, condition or other obligation from disposing of the protected interest to the nominated person unless the consent of some other person is obtained—

(a) he shall use his best endeavours to secure that the consent of that person to that disposal is given, and

(b) if it appears to him that that person is obliged not to withhold his consent unreasonably but has nevertheless so withheld it, he shall institute proceedings for a declaration to that effect.

(2) Subsection (1) ceases to apply if a notice of withdrawal is served under section 9A or 9B (withdrawal of either party from transaction) or if notice is served under section 10 (lapse of landlord's offer: premises ceasing to be premises to which this Part applies).

(3) Where the landlord has discharged any duty imposed on him by subsection (1) but any such consent as is there mentioned has been withheld, and no such declaration as is there mentioned has been made, the landlord may serve a notice on the nominated person stating that to be the case.

When such a notice has been served, the landlord may, during the period of 12 months beginning with the date of service of the notice, dispose of the protected interest to such person as he thinks fit, but subject to the following restrictions.

(4) Where the offer notice was one to which section 5B applied (sale by auction), the restrictions are—

(a) that the disposal is made by means of a sale at a public auction, and

(b) that the other terms correspond to those specified in the offer notice.

(5) In any other case the restrictions are—

(a) that the deposit and consideration required are not less than those specified in the offer notice or, if higher, those agreed between the landlord and the nominated person (subject to contract), and

(b) that the other terms correspond to those specified in the offer notice.

(6) Where notice is given under subsection (3), the landlord may recover from the nominated party and the qualifying tenants who served the acceptance notice any costs reasonably incurred by him in connection with the disposal between the end of the first four weeks of the nomination period and the time when that notice is served by him.

Any such liability of the nominated person and those tenants is a joint and several liability.]

Textual Amendments

F28 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F29 9A Notice of withdrawal by nominated person.

(1) Where the landlord is obliged to proceed, the nominated person may serve notice on the landlord (a "notice of withdrawal") indicating his intention no longer to proceed with the acquisition of the protected interest.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) If at any time the nominated person becomes aware that the number of the qualifying tenants of the constituent flats desiring to proceed with the acquisition of the protected interest is less than the requisite majority of qualifying tenants of those flats, he shall forthwith serve a notice of withdrawal.

(3) Where notice of withdrawal is given by the nominated person under this section, the landlord may, during the period of 12 months beginning with the date of service of the notice, dispose of the protected interest to such person as he thinks fit, but subject to the following restrictions.

(4) Where the offer notice was one to which section 5B applied (sale by auction), the restrictions are—
   (a) that the disposal is made by means of a sale at a public auction, and
   (b) that the other terms correspond to those specified in the offer notice.

(5) In any other case the restrictions are—
   (a) that the deposit and consideration required are not less than those specified in the offer notice or, if higher, those agreed between the landlord and the nominated person (subject to contract), and
   (b) that the other terms correspond to those specified in the offer notice.

(6) If notice of withdrawal is served under this section before the end of the first four weeks of the nomination period specified in the offer notice, the nominated person and the qualifying tenants who served the acceptance notice are not liable for any costs incurred by the landlord in connection with the disposal.

(7) If notice of withdrawal is served under this section after the end of those four weeks, the landlord may recover from the nominated person and the qualifying tenants who served the acceptance notice any costs reasonably incurred by him in connection with the disposal between the end of those four weeks and the time when the notice of withdrawal was served on him.

   Any such liability of the nominated person and those tenants is a joint and several liability.

(8) This section does not apply after a binding contract for the disposal of the protected interest—
   (a) has been entered into by the landlord and the nominated person, or
   (b) has otherwise come into existence between the landlord and the nominated person by virtue of any provision of this Part.**]**

Textual Amendments

F29 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F30 9B Notice of withdrawal by landlord.

(1) Where the landlord is obliged to proceed, he may serve notice on the nominated person (a "notice of withdrawal") indicating his intention no longer to proceed with the disposal of the protected interest.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(2) Where a notice of withdrawal is given by the landlord, he is not entitled to dispose of the protected interest during the period of 12 months beginning with the date of service of the notice.

(3) If a notice of withdrawal is served before the end of the first four weeks of the nomination period specified in the offer notice, the landlord is not liable for any costs incurred in connection with the disposal by the nominated person and the qualifying tenants who served the acceptance notice.

(4) If a notice of withdrawal is served after the end of those four weeks, the nominated person and the qualifying tenants who served the acceptance notice may recover from the landlord any costs reasonably incurred by them in connection with the disposal between the end of those four weeks and the time when the notice of withdrawal was served.

(5) This section does not apply after a binding contract for the disposal of the protected interest—

(a) has been entered into by the landlord and the nominated person, or

(b) has otherwise come into existence between the landlord and the nominated person by virtue of any provision of this Part.**]**

Textual Amendments

F30 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[[F31]10 Lapse of landlord's offer.

(1) If after a landlord has served an offer notice the premises concerned cease to be premises to which this Part applies, the landlord may serve a notice on the qualifying tenants of the constituent flats stating—

(a) that the premises have ceased to be premises to which this Part applies, and

(b) that the offer notice, and anything done in pursuance of it, is to be treated as not having been served or done;

and on the service of such a notice the provisions of this Part cease to have effect in relation to that disposal.

(2) A landlord who has not served such a notice on all of the qualifying tenants of the constituent flats shall nevertheless be treated as having duly served a notice under subsection (1)—

(a) if he has served such a notice on not less than 90% of those tenants, or

(b) where those qualifying tenants number less than ten, if he has served such a notice on all but one of them.

(3) Where the landlord is entitled to serve a notice under subsection (1) but does not do so, this Part shall continue to have effect in relation to the disposal in question as if the premises in question were still premises to which this Part applies.

(4) The above provisions of this section do not apply after a binding contract for the disposal of the protected interest—

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(a) has been entered into by the landlord and the nominated person, or

(b) has otherwise come into existence between the landlord and the nominated person by virtue of any provision of this Part.

(5) Where a binding contract for the disposal of the protected interest has been entered into between the landlord and the nominated person but it has been lawfully rescinded by the landlord, the landlord may, during the period of 12 months beginning with the date of the rescission of the contract, dispose of that interest to such person (and on such terms) as he thinks fit.**]**

Textual Amendments

F31 Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[[F32]10A Offence of failure to comply with requirements of Part I.

(1) A landlord commits an offence if, without reasonable excuse, he makes a relevant disposal affecting premises to which this Part applies—

(a) without having first complied with the requirements of section 5 as regards the service of notices on the qualifying tenants of flats contained in the premises, or

(b) in contravention of any prohibition or restriction imposed by sections 6 to 10.

(2) A person guilty of an offence under this section is liable on summary conviction to a fine not exceeding level 5 on the standard scale.

(3) Where an offence under this section committed by a body corporate is proved—

(a) to have been committed with the consent or connivance of a director, manager, secretary or other similar officer of the body corporate, or a person purporting to act in such a capacity, or

(b) to be due to any neglect on the part of such an officer or person,

he, as well as the body corporate, is guilty of the offence and liable to be proceeded against and punished accordingly.

Where the affairs of a body corporate are managed by its members, the above provision applies in relation to the acts and defaults of a member in connection with his functions of management as if he were a director of the body corporate.

(4) Proceedings for an offence under this section may be brought by a local housing authority (within the meaning of section 1 of the [M5]Housing Act 1985).

(5) Nothing in this section affects the validity of the disposal.**]**

Textual Amendments

F32 S. 10A inserted (1.10.1996) by 1996 c. 52, **s. 91**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Marginal Citations

M5 1985 c. 68.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

[F33 Enforcement by tenants of rights against purchaser]

Textual Amendments

F33 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

11 [F34 Circumstances in which tenants' rights enforceable against purchaser]

(1) The following provisions of this Part apply where a landlord has made a relevant disposal affecting premises to which at the time of the disposal this Part applied ("the original disposal"), and either—

(a) no notice was served by the landlord under section 5 with respect to that disposal, or

(b) the disposal was made in contravention of any provision of sections 6 to 10,

and the premises are still premises to which this Part applies.

(2) In those circumstances the requisite majority of the qualifying tenants of the flats contained in the premises affected by the relevant disposal (the "constituent flats") have the rights conferred by the following provisions—

section 11A (right to information as to terms of disposal, &c.),

section 12A (right of qualifying tenants to take benefit of contract),

section 12B (right of qualifying tenants to compel sale, &c. by purchaser), and

section 12C (right of qualifying tenants to compel grant of new tenancy by superior landlord).

(3) In those sections the transferee under the original disposal (or, in the case of the surrender of a tenancy, the superior landlord) is referred to as "the purchaser".

This shall not be read as restricting the operation of those provisions to disposals for consideration.

Textual Amendments

F34 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F35 11A Right to information as to terms of disposal, &c.

(1) The requisite majority of qualifying tenants of the constituent flats may serve a notice on the purchaser requiring him—

(a) to give particulars of the terms on which the original disposal was made (including the deposit and consideration required) and the date on which it was made, and

(b) where the disposal consisted of entering into a contract, to provide a copy of the contract.

(2) The notice must specify the name and address of the person to whom (on behalf of the tenants) the particulars are to be given, or the copy of the contract provided.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) Any notice under this section must be served before the end of the period of four months beginning with the date by which—
  (a) notices under section 3A of the [M6]Landlord and Tenant Act 1985 (duty of new landlord to inform tenants of rights) relating to the original disposal, or
  (b) where that section does not apply, documents of any other description—
    (i) indicating that the original disposal has taken place, and
    (ii) alerting the tenants to the existence of their rights under this Part and the time within which any such rights must be exercised,

  have been served on the requisite majority of qualifying tenants of the constituent flats.

(4) A person served with a notice under this section shall comply with it within the period of one month beginning with the date on which it is served on him.**]**

Textual Amendments

F35 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Marginal Citations

M6 1985 c 70.

[[F36]12A Right of qualifying tenants to take benefit of contract.

(1) Where the original disposal consisted of entering into a contract, the requisite majority of qualifying tenants of the constituent flats may by notice to the landlord elect that the contract shall have effect as if entered into not with the purchaser but with a person or persons nominated for the purposes of this section by the requisite majority of qualifying tenants of the constituent flats.

(2) Any such notice must be served before the end of the period of six months beginning—
  (a) if a notice was served on the purchaser under section 11A (right to information as to terms of disposal, &c.), with the date on which the purchaser complied with that notice;
  (b) in any other case, with the date by which documents of any description—
    (i) indicating that the original disposal has taken place, and
    (ii) alerting the tenants to the existence of their rights under this Part and the time within which any such rights must be exercised,

  have been served on the requisite majority of qualifying tenants of the constituent flats.

(3) The notice shall not have effect as mentioned in subsection (1) unless the nominated person—
  (a) fulfils any requirements as to the deposit required on entering into the contract, and
  (b) fulfils any other conditions required to be fulfilled by the purchaser on entering into the contract.

(4) Unless otherwise agreed, any time limit in the contract as it has effect by virtue of a notice under this section shall start to run again on the service of that notice; and

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

nothing in the contract as it has effect by virtue of a notice under this section shall require the nominated person to complete the purchase before the end of the period of 28 days beginning with the day on which he is deemed to have entered into the contract.

(5) Where the original disposal related to other property in addition to premises to which this Part applied at the time of the disposal—
   (a) a notice under this section has effect only in relation to the premises to which this Part applied at the time of the original disposal, and
   (b) the terms of the contract shall have effect with any necessary modifications.

In such a case the notice under this section may specify the subject-matter of the disposal, and the terms on which the disposal is to be made (whether doing so expressly or by reference to the original disposal), or may provide for that estate or interest, or any such terms, to be determined by a leasehold valuation tribunal.**]**

Textual Amendments

F36 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[[F37]12B Right of qualifying tenants to compel sale, &c. by purchaser.

(1) This section applies where—
   (a) the original disposal consisted of entering into a contract and no notice has been served under section 12A (right of qualifying tenants to take benefit of contract), or
   (b) the original disposal did not consist of entering into a contract.

(2) The requisite majority of qualifying tenants of the constituent flats may serve a notice (a "purchase notice") on the purchaser requiring him to dispose of the estate or interest that was the subject-matter of the original disposal, on the terms on which it was made (including those relating to the consideration payable), to a person or persons nominated for the purposes of this section by any such majority of qualifying tenants of those flats.

(3) Any such notice must be served before the end of the period of six months beginning—
   (a) if a notice was served on the purchaser under section 11A (right to information as to terms of disposal, &c.), with the date on which the purchaser complied with that notice;
   (b) in any other case, with the date by which—
      (i) notices under section 3A of the [M7]Landlord and Tenant Act 1985 (duty of new landlord to inform tenants of rights) relating to the original disposal, or
      (ii) where that section does not apply, documents of any other description indicating that the original disposal has taken place, and alerting the tenants to the existence of their rights under this Part and the time within which any such rights must be exercised,

   have been served on the requisite majority of qualifying tenants of the constituent flats.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(4) A purchase notice shall where the original disposal related to other property in addition to premises to which this Part applied at the time of the disposal—

(a) require the purchaser only to make a disposal relating to those premises, and

(b) require him to do so on the terms referred to in subsection (2) with any necessary modifications.

In such a case the purchase notice may specify the subject-matter of the disposal, and the terms on which the disposal is to be made (whether doing so expressly or by reference to the original disposal), or may provide for those matters to be determined by a leasehold valuation tribunal.

(5) Where the property which the purchaser is required to dispose of in pursuance of the purchase notice has since the original disposal become subject to any charge or other incumbrance, then, unless the court by order directs otherwise—

(a) in the case of a charge to secure the payment of money or the performance of any other obligation by the purchaser or any other person, the instrument by virtue of which the property is disposed of by the purchaser to the person or persons nominated for the purposes of this section shall (subject to the provisions of Part I of Schedule 1) operate to discharge the property from that charge; and

(b) in the case of any other incumbrance, the property shall be so disposed of subject to the incumbrance but with a reduction in the consideration payable to the purchaser corresponding to the amount by which the existence of the incumbrance reduces the value of the property.

(6) Subsection (5)(a) and Part I of Schedule 1 apply, with any necessary modifications, to mortgages and liens as they apply to charges; but nothing in those provisions applies to a rentcharge.

(7) Where the property which the purchaser is required to dispose of in pursuance of the purchase notice has since the original disposal increased in monetary value owing to any change in circumstances (other than a change in the value of money), the amount of the consideration payable to the purchaser for the disposal by him of the property in pursuance of the purchase notice shall be the amount that might reasonably have been obtained on a corresponding disposal made on the open market at the time of the original disposal if the change in circumstances had already taken place.**]**

Textual Amendments

F37 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Marginal Citations

M7 1985 c 70.

[F38 12C Right of qualifying tenants to compel grant of new tenancy by superior landlord

(1) This section applies where the original disposal consisted of the surrender by the landlord of a tenancy held by him ("the relevant tenancy").

(2) The requisite majority of qualifying tenants of the constituent flats may serve a notice on the purchaser requiring him to grant a new tenancy of the premises which were

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subject to the relevant tenancy, on the same terms as those of the relevant tenancy and so as to expire on the same date as that tenancy would have expired, to a person or persons nominated for the purposes of this section by any such majority of qualifying tenants of those flats.

(3) Any such notice must be served before the end of the period of six months beginning—
  (a) if a notice was served on the purchaser under section 11A (right to information as to terms of disposal, &c.), with the date on which the purchaser complied with that notice;
  (b) in any other case, with the date by which documents of any description—
    (i) indicating that the original disposal has taken place, and
    (ii) alerting the tenants to the existence of their rights under this Part and the time within which any such rights must be exercised,

  have been served on the requisite majority of qualifying tenants of the constituent flats.

(4) If the purchaser paid any amount to the landlord as consideration for the surrender by him of that tenancy, the nominated person shall pay that amount to the purchaser.

(5) Where the premises subject to the relevant tenancy included premises other than premises to which this Part applied at the time of the disposal, a notice under this section shall—
  (a) require the purchaser only to grant a new tenancy relating to the premises to which this Part then applied, and
  (b) require him to do so on the terms referred to in subsection (2) subject to any necessary modifications.

(6) The purchase notice may specify the subject-matter of the disposal, and the terms on which the disposal is to be made (whether doing so expressly or by reference to the original disposal), or may provide for those matters to be determined by a leasehold valuation tribunal.**]**

Textual Amendments

F38 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[[F39]12D Nominated persons: supplementary provisions.

(1) The person or persons initially nominated for the purposes of section 12A, 12B or 12C shall be nominated in the notice under that section.

(2) A person nominated for those purposes by the requisite majority of qualifying tenants of the constituent flats may be replaced by another person so nominated if, and only if, he has (for any reason) ceased to be able to act as a nominated person.

(3) Where two or more persons have been nominated and any of them ceases to act without being replaced, the remaining person or persons so nominated may continue to act.

(4) Where, in the exercise of its power to award costs, the court or the Lands Tribunal makes, in connection with any proceedings arising under or by virtue of this Part, an award of costs against the person or persons so nominated, the liability for those

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costs is a joint and several liability of that person or those persons together with the qualifying tenants by whom the relevant notice was served.**]**

Textual Amendments

F39 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F40 13 Determination of questions by leasehold valuation tribunal.

(1) A leasehold valuation tribunal has jurisdiction to hear and determine—

(a) any question arising in relation to any matters specified in a notice under section 12A, 12B or 12C, and

(b) any question arising for determination as mentioned in section 8C(4), 12A(5) or 12B(4) (matters left for determination by tribunal).

(2) On an application under this section the interests of the persons by whom the notice was served under section 12A, 12B or 12C shall be represented by the nominated person; and accordingly the parties to any such application shall not include those persons.**]**

Textual Amendments

F40 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F41 14 Withdrawal of nominated person from transaction under s.12B or 12C.

(1) Where notice has been duly served on the landlord under—

section 12B (right of qualifying tenants to compel sale, &c by purchaser), or

section 12C (right of qualifying tenants to compel grant of new tenancy by superior landlord),

the nominated person may at any time before a binding contract is entered into in pursuance of the notice, serve notice under this section on the purchaser (a " notice of withdrawal") indicating an intention no longer to proceed with the disposal.

(2) If at any such time the nominated person becomes aware that the number of qualifying tenants of the constituent flats desiring to proceed with the disposal is less than the requisite majority of those tenants, he shall forthwith serve a notice of withdrawal.

(3) If a notice of withdrawal is served under this section the purchaser may recover from the nominated person any costs reasonably incurred by him in connection with the disposal down to the time when the notice is served on him.

(4) If a notice of withdrawal is served at a time when proceedings arising under or by virtue of this Part are pending before the court or the Lands Tribunal, the liability of the nominated person for any costs incurred by the purchaser as mentioned in subsection (3) shall be such as may be determined by the court or (as the case may be) by the Tribunal.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(5) The costs that may be recovered by the purchaser under this section do not include any costs incurred by him in connection with an application to a leasehold valuation tribunal.**]**

Textual Amendments

F41 Ss. 11, 11A, 12A-12D, 13, 14 and crossheading substituted for ss. 11-15 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. II**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F42 Enforcement by tenants of rights against subsequent purchasers]

Textual Amendments

F42 Ss. 16, 17 and crossheadings substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

16 [F43 Rights of qualifying tenants against subsequent purchaser.]

(1) This section applies where, at the time when a notice is served on the purchaser under section 11A, 12A, 12B or 12C, he no longer holds the estate or interest that was the subject-matter of the original disposal.

(2) In the case of a notice under section 11A (right to information as to terms of disposal, &c.) the purchaser shall, within the period for complying with that notice—

(a) serve notice on the person specified in the notice as the person to whom particulars are to be provided of the name and address of the person to whom he has disposed of that estate or interest ("the subsequent purchaser"), and

(b) serve on the subsequent purchaser a copy of the notice under section 11A and of the particulars given by him in response to it.

(3) In the case of a notice under section 12A, 12B or 12C the purchaser shall forthwith—

(a) forward the notice to the subsequent purchaser, and

(b) serve on the nominated person notice of the name and address of the subsequent purchaser.

(4) Once the purchaser serves a notice in accordance with subsection (2)(a) or (3)(b), sections 12A to 14 shall, instead of applying to the purchaser, apply to the subsequent purchaser as if he were the transferee under the original disposal.

(5) Subsections (1) to (4) have effect, with any necessary modifications, in a case where, instead of disposing of the whole of the estate or interest referred to in subsection (1) to another person, the purchaser has disposed of it in part or in parts to one or more other persons.

In such a case, sections 12A to 14—

(a) apply to the purchaser in relation to any part of that estate or interest retained by him, and

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(b) in relation to any part of that estate or interest disposed of to any other person, apply to that other person instead as if he were (as respects that part) the transferee under the original disposal.

Textual Amendments

F43 S. 16 and crossheading substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

[F44 Termination of rights against purchasers or subsequent purchasers]

Textual Amendments

F44 S. 17 and crossheading substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

17 [F45 Termination of rights against purchaser or subsequent purchaser.]

(1) If, at any time after a notice has been served under section 11A, 12A, 12B or 12C, the premises affected by the original disposal cease to be premises to which this Part applies, the purchaser may serve a notice on the qualifying tenants of the constituent flats stating—

(a) that the premises have ceased to be premises to which this Part applies, and

(b) that any such notice served on him, and anything done in pursuance of it, is to be treated as not having been served or done.

(2) A landlord who has not served such a notice on all of the qualifying tenants of the constituent flats shall nevertheless be treated as having duly served a notice under subsection (1)—

(a) if he has served such a notice on not less than 90% of those tenants, or

(b) where those qualifying tenants number less than ten, if he has served such a notice on all but one of them.

(3) Where a period of three months beginning with the date of service of a notice under section 12A, 12B or 12C on the purchaser has expired—

(a) without any binding contract having been entered into between the purchaser and the nominated person, and

(b) without there having been made any application in connection with the notice to the court or to a leasehold valuation tribunal,

the purchaser may serve on the nominated person a notice stating that the notice, and anything done in pursuance of it, is to be treated as not having been served or done.

(4) Where any such application as is mentioned in subsection (3)(b) was made within the period of three months referred to in that subsection, but—

(a) a period of two months beginning with the date of the determination of that application has expired,

(b) no binding contract has been entered into between the purchaser and the nominated person, and

(c) no other such application as is mentioned in subsection (3)(b) is pending,

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Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

the purchaser may serve on the nominated person a notice stating that any notice served on him under section 12A, 12B or 12C, and anything done in pursuance of any such notice, is to be treated as not having been served or done.

(5) Where the purchaser serves a notice in accordance with subsection (1), (3) or (4), this Part shall cease to have effect in relation to him in connection with the original disposal.

(6) Where a purchaser is entitled to serve a notice under subsection (1) but does not do so, this Part shall continue to have effect in relation to him in connection with the original disposal as if the premises in question were still premises to which this Part applies.

(7) References in this section to the purchaser include a subsequent purchaser to whom sections 12A to 14 apply by virtue of section 16(4) or (5).

Textual Amendments

F45 Ss. 16, 17 and crossheadings substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

Notices served by prospective purchasers

18 Notices served by prospective purchasers to ensure that rights of first refusal do not arise.

(1) Where—

(a) any disposal of an estate or interest in any premises consisting of the whole or part of a building is proposed to be made by a landlord, and

(b) it appears to the person who would be the transferee under that disposal ("the purchaser") that any such disposal would, or might, be a relevant disposal affecting premises to which this Part applies,

the purchaser may serve notices under this subsection on the tenants of the flats contained in the premises referred to in paragraph (a) ("the flats affected").

(2) Any notice under subsection (1) shall—

(a) inform the person on whom it is served of the general nature of the principal terms of the proposed disposal, including in particular—

(i) the property to which it would relate and the estate or interest in that property proposed to be disposed of by the landlord, and

(ii) the consideration required by him for making the disposal;

(b) invite that person to serve a notice on the purchaser stating—

(i) whether the landlord has served on him, or on any predecessor in title of his, a notice under section 5 with respect to the disposal, and

(ii) if the landlord has not so served any such notice, whether he is aware of any reason why he is not entitled to be served with any such notice by the landlord, and

(iii) if he is not so aware, whether he would wish to avail himself of the right of first refusal conferred by any such notice if it were served; and

(c) inform that person of the effect of the following provisions of this section.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) Where the purchaser has served notices under subsection (1) on at least 80 per cent. of the tenants of the flats affected and—

(a) not more than 50 per cent. of the tenants on whom those notices have been served by the purchaser have served notices on him in pursuance of subsection (2)(b) by the end of the period of **[**[F46]two months**]** beginning with the date on which the last of them was served by him with a notice under this section, or

(b) more than 50 per cent. of the tenants on whom those notices have been served by the purchaser have served notices on him in pursuance of subsection (2)(b) but the notices in each case indicate that the tenant serving it either—

(i) does not regard himself as being entitled to be served by the landlord with a notice under section 5 with respect to the disposal, or

(ii) would not wish to avail himself of the right of first refusal conferred by such a notice if it were served,

the premises affected by the disposal shall, in relation to the disposal, be treated for the purposes of this Part as premises to which this Part does not apply.

(4) For the purposes of subsection (3) each of the flats affected shall be regarded as having one tenant, who shall count towards any of the percentages specified in that subsection whether he is a qualifying tenant of the flat or not.

Textual Amendments

F46 Words in s. 18(3)(a) substituted (3.10.1996) by S.I. 1996/2371, **reg. 2**

Supplementary

[[F47]18A The requisite majority of qualifying tenants.

(1) In this Part "the requisite majority of qualifying tenants of the constituent flats" means qualifying tenants of constituent flats with more than 50 per cent. of the available votes.

(2) The total number of available votes shall be determined as follows—

(a) where an offer notice has been served under section 5, that number is equal to the total number of constituent flats let to qualifying tenants on the date when the period specified in that notice as the period for accepting the offer expires;

(b) where a notice is served under section 11A without a notice having been previously served under section 5, that number is equal to the total number of constituent flats let to qualifying tenants on the date of service of the notice under section 11A;

(c) where a notice is served under section 12A, 12B or 12C without a notice having been previously served under section 5 or section 11A, that number is equal to the total number of constituent flats let to qualifying tenants on the date of service of the notice under section 12A, 12B or 12C, as the case may be.

Status: *Point in time view as at 03/10/1996.*
Changes to legislation: *Landlord and Tenant Act 1987, Part I is up to date with all changes known to be in force on or before 09 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

(3) There is one available vote in respect of each of the flats so let on the date referred to in the relevant paragraph of subsection (2), which shall be attributed to the qualifying tenant to whom it is let.

(4) The persons constituting the requisite majority of qualifying tenants for one purpose may be different from the persons constituting such a majority for another purpose.**]**

Textual Amendments

F47 S. 18A inserted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 2**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

19 Enforcement of obligations under Part I.

(1) The court may, on the application of any person interested, make an order requiring any person who has made default in complying with any duty imposed on him by any provision of this Part to make good the default within such time as is specified in the order.

(2) An application shall not be made under subsection (1) unless—

(a) a notice has been previously served on the person in question requiring him to make good the default, and

(b) more than 14 days have elapsed since the date of service of that notice without his having done so.

(3) The restriction imposed by section 1(1) may be enforced by an injunction granted by the court.

20 Construction of Part I and power of Secretary of State to prescribe modifications.

(1) In this Part—

[[F48]"acceptance notice" has the meaning given by section 6(3);**]**

"associated company", in relation to a body corporate, means another body corporate which is (within the meaning of section 736 of the [M8]Companies Act 1985) that body's holding company, a subsidiary of that body or another subsidiary of that body's holding company;

[[F49]"constituent flat" shall be construed in accordance with section 5(1) or 11(2), as the case may require;**]**

"disposal" **[**[F50]shall be construed in accordance with section 4(3) and section 4A (application of provisions to contracts)**]**, and references to the acquisition of an estate or interest shall be construed accordingly;

"landlord", in relation to any premises, shall be construed in accordance with section 2;

[F51] . . .

[[F52]"the nominated person" means the person or persons for the time being nominated by the requisite majority of the qualifying tenants of the constituent flats for the purposes of section 6, 12A, 12B or 12C, as the case may require;**]**

"offer notice" means a notice served by a landlord under section 5;

"the original disposal" means the relevant disposal referred to in section 11(1);

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[[F53]"the protected interest" means the estate, interest or other subject-matter of an offer notice;**]**

[[F54]"the protected period" has the meaning given by section 6(4);**]**

[[F55]"purchase notice" has the meaning given by section 12B(2);**]**

[[F56]"purchaser" has the meaning given by section 11(3);**]**

"qualifying tenant", in relation to a flat, shall be construed in accordance with section 3;

"relevant disposal" shall be construed in accordance with section 4;

"the requisite majority", in relation to qualifying tenants, shall be construed in accordance with **[**[F57]section 18A**]**;

"transferee", in relation to a disposal, shall be construed in accordance with section 4(3).

(2) In this Part—

(a) any reference to an offer [F58]. . . is a reference to an offer [F58]. . . made subject to contract, and

(b) any reference to the acceptance of an offer [F58]. . . is a reference to its acceptance subject to contract.

(3) Any reference in this Part to a tenant of a particular description shall be construed, in relation to any time when the interest under his tenancy has ceased to be vested in him, as a reference to the person who is for the time being the successor in title to that interest.

(4) The Secretary of State may by regulations make such modifications of any of the provisions of sections 5 to 18 as he considers appropriate, and any such regulations may contain such incidental, supplemental or transitional provisions as he considers appropriate in connection with the regulations.

(5) In subsection (4) "modifications" includes additions, omissions and alterations.

Textual Amendments

F48 Definition of "acceptance notice" in s. 20(1) substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(2)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F49 Definition of "constituent flat" in s. 20(1) substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(3)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F50 Words in definition of "disposal" in s. 20(1) substituted (1.10.1996) by 1996 c. 52, **s. 89(3)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F51 Definition of "the new landlord" in s. 20(1) repealed (1.10.1996) by 1996 c. 52, ss. 92(1), 227, Sch. 6 Pt. IV para. 3(4), **Sch. 19 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F52 Definition of "the nominated person" in s. 20(1) inserted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(5)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F53 Definition of "the protected interest" substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(6)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F54 Definition of "the protected period" in s. 20(1) inserted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(7)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F55 Definition of "purchase notice" in s. 20(1) substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(8)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F56 Definition of "purchaser" in s. 20(1) inserted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(9)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F57 Words in definition of "the requisite majority" in s. 20(1) substituted (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. IV para. 3(10)**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

F58 Words in s. 20(2) repealed (1.10.1996) by 1996 c. 52, ss. 92(1), 227, Sch. 6 para. 4, **Sch. 19 Pt. III**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

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