



Landlord and Tenant Act 1987

1987 CHAPTER 31

PART I

TENANTS' RIGHTS OF FIRST REFUSAL

Notices conferring rights of first refusal

7 Rejection of landlord's offer: counter-offer by tenants

(1) Where—

- (a) a landlord has, in accordance with section 5, served an offer notice on the qualifying tenants of the constituent flats, and
- (b) an acceptance notice is not served on the landlord by the requisite majority of qualifying tenants of the constituent flats within the period specified in the offer notice under section 5(2)(c), and
- (c) paragraph (b) of subsection (2) below does not apply,

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 restrictions mentioned in section 6(3)(a) and (b).

(2) Where—

- (a) a landlord has served an offer notice as mentioned in subsection (1)(a), and
- (b) within the period specified in the offer notice under section 5(2)(c), a notice is served on the landlord by the requisite majority of qualifying tenants of the constituent flats stating that the persons by whom it is served are making him a counteroffer for the acquisition by them of such estate or interest in the property specified in the offer notice under section 5(2)(a) as is specified in their notice,

the landlord shall serve on such person as is specified in that notice in pursuance of subsection (3)(b) a notice which either accepts the counteroffer or rejects it.

- (3) Any notice making a counter-offer in accordance with subsection (2)(b) must specify—

Status: This is the original version (as it was originally enacted).

- (a) the terms (including those relating to the consideration payable) on which the counter-offer is made; and
 - (b) the name and address of a person on whom any notice by the landlord under subsection (2) is to be served.
- (4) If the landlord serves a notice under subsection (2) above accepting the counter-offer, section 6(1) and the other provisions of section 6 shall apply to him as if an acceptance notice had been served on him as mentioned in section 6(1)(b), except that—
- (a) any reference to the protected interest shall be read as a reference to any such estate or interest as is specified in the notice making the counter-offer in accordance with subsection (2)(b) above;
 - (b) any reference in section 6(3) to the offer notice shall be read as a reference to the notice making the counter-offer; and
 - (c) where the landlord's notice is served under subsection (2) above after the end of the period specified under section 5(2)(c), section 6(2) and (3) shall have effect as if the period specified under section 5(2)(d) began with the date of service of the landlord's notice.
- (5) If the landlord serves a notice under subsection (2) above rejecting the counter-offer, then, unless it is a notice falling within section 8(1), subsection (1) above shall apply to him as if no such notice as is mentioned in subsection (2)(b) above had been served on him (except that where he serves his notice under subsection (2) above after the end of the period specified under section 5(2)(c), subsection (1) above shall have effect as if the period of 12 months there mentioned began with the date of service of that notice).