



# Landlord and Tenant (Covenants) Act 1995

## 1995 CHAPTER 30

### *Apportionment of liability between assignor and assignee*

- 9 Apportionment of liability under covenants binding both assignor and assignee of tenancy or reversion**
- (1) This section applies where—
- a tenant assigns part only of the premises demised to him by a tenancy;
  - after the assignment both the tenant and his assignee are to be bound by a non-attributable tenant covenant of the tenancy; and
  - the tenant and his assignee agree that as from the assignment liability under the covenant is to be apportioned between them in such manner as is specified in the agreement.
- (2) This section also applies where—
- a landlord assigns the reversion in part only of the premises of which he is the landlord under a tenancy;
  - after the assignment both the landlord and his assignee are to be bound by a non-attributable landlord covenant of the tenancy; and
  - the landlord and his assignee agree that as from the assignment liability under the covenant is to be apportioned between them in such manner as is specified in the agreement.
- (3) Any such agreement as is mentioned in subsection (1) or (2) may apportion liability in such a way that a party to the agreement is exonerated from all liability under a covenant.
- (4) In any case falling within subsection (1) or (2) the parties to the agreement may apply for the apportionment to become binding on the appropriate person in accordance with section 10.

- (5) In any such case the parties to the agreement may also apply for the apportionment to become binding on any person (other than the appropriate person) who is for the time being entitled to enforce the covenant in question; and section 10 shall apply in relation to such an application as it applies in relation to an application made with respect to the appropriate person.
- (6) For the purposes of this section a covenant is, in relation to an assignment, a “non-attributable” covenant if it does not fall to be complied with in relation to any premises comprised in the assignment.
- (7) In this section “the appropriate person” means either—
- (a) the landlord of the entire premises referred to in subsection (1)(a) (or, if different parts of those premises are held under the tenancy by different landlords, each of those landlords), or
  - (b) the tenant of the entire premises referred to in subsection (2)(a) (or, if different parts of those premises are held under the tenancy by different tenants, each of those tenants),
- depending on whether the agreement in question falls within subsection (1) or subsection (2).

## **10 Procedure for making apportionment bind other party to lease**

- (1) For the purposes of section 9 the parties to an agreement falling within subsection (1) or (2) of that section apply for an apportionment to become binding on the appropriate person if, either before or within the period of four weeks beginning with the date of the assignment in question, they serve on that person a notice informing him of—
- (a) the proposed assignment or (as the case may be) the fact that the assignment has taken place;
  - (b) the prescribed particulars of the agreement; and
  - (c) their request that the apportionment should become binding on him.
- (2) Where an application for an apportionment to become binding has been made in accordance with subsection (1), the apportionment becomes binding on the appropriate person if—
- (a) he does not, within the period of four weeks beginning with the day on which the notice is served under subsection (1), serve on the parties to the agreement a notice in writing objecting to the apportionment becoming binding on him, or
  - (b) he does so serve such a notice but the court, on the application of the parties to the agreement, makes a declaration that it is reasonable for the apportionment to become binding on him, or
  - (c) he serves on the parties to the agreement a notice in writing consenting to the apportionment becoming binding on him and, if he has previously served a notice objecting thereto, stating that that notice is withdrawn.
- (3) Where any apportionment becomes binding in accordance with this section, this shall be regarded as occurring at the time when the assignment in question takes place.
- (4) In this section—
- “the appropriate person” has the same meaning as in section 9;
  - “the court” means a county court;
  - “prescribed” means prescribed by virtue of section 27.