



Landlord and Tenant (Covenants) Act 1995

1995 CHAPTER 30

Landlord's consent to assignments

22 Imposition of conditions regulating giving of landlord's consent to assignments

After subsection (1) of section 19 of the Landlord and Tenant Act 1927 (provisions as to covenants not to assign etc. without licence or consent) there shall be inserted—

“(1A) Where the landlord and the tenant under a qualifying lease have entered into an agreement specifying for the purposes of this subsection—

- (a) any circumstances in which the landlord may withhold his licence or consent to an assignment of the demised premises or any part of them, or
- (b) any conditions subject to which any such licence or consent may be granted,

then the landlord—

- (i) shall not be regarded as unreasonably withholding his licence or consent to any such assignment if he withholds it on the ground (and it is the case) that any such circumstances exist, and
 - (ii) if he gives any such licence or consent subject to any such conditions, shall not be regarded as giving it subject to unreasonable conditions;
- and section 1 of the Landlord and Tenant Act 1988 (qualified duty to consent to assignment etc.) shall have effect subject to the provisions of this subsection.

(1B) Subsection (1A) of this section applies to such an agreement as is mentioned in that subsection—

- (a) whether it is contained in the lease or not, and
- (b) whether it is made at the time when the lease is granted or at any other time falling before the application for the landlord's licence or consent is made.

- (1C) Subsection (1A) shall not, however, apply to any such agreement to the extent that any circumstances or conditions specified in it are framed by reference to any matter falling to be determined by the landlord or by any other person for the purposes of the agreement, unless under the terms of the agreement—
- (a) that person's power to determine that matter is required to be exercised reasonably, or
 - (b) the tenant is given an unrestricted right to have any such determination reviewed by a person independent of both landlord and tenant whose identity is ascertainable by reference to the agreement,
- and in the latter case the agreement provides for the determination made by any such independent person on the review to be conclusive as to the matter in question.
- (1D) In its application to a qualifying lease, subsection (1)(b) of this section shall not have effect in relation to any assignment of the lease.
- (1E) In subsections (1A) and (1D) of this section—
- (a) “qualifying lease” means any lease which is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995 other than a residential lease, namely a lease by which a building or part of a building is let wholly or mainly as a single private residence; and
 - (b) references to assignment include parting with possession on assignment.”