



Landlord and Tenant (Covenants) Act 1995

1995 CHAPTER 30

Release of covenants on assignment

5 Tenant released from covenants on assignment of tenancy.

- (1) This section applies where a tenant assigns premises demised to him under a tenancy.
- (2) If the tenant assigns the whole of the premises demised to him, he—
 - (a) is released from the tenant covenants of the tenancy, and
 - (b) ceases to be entitled to the benefit of the landlord covenants of the tenancy, as from the assignment.
- (3) If the tenant assigns part only of the premises demised to him, then as from the assignment he—
 - (a) is released from the tenant covenants of the tenancy, and
 - (b) ceases to be entitled to the benefit of the landlord covenants of the tenancy, only to the extent that those covenants fall to be complied with in relation to that part of the demised premises.
- (4) This section applies as mentioned in subsection (1) whether or not the tenant is tenant of the whole of the premises comprised in the tenancy.
- [^{F1}(5) This section is subject to paragraph 16(4) of Schedule 3A to the Communications Act 2003 (which places conditions on the release of an operator from liability under an agreement granting code rights under the electronic communications code).]

Textual Amendments

- F1** S. 5(5) inserted (28.12.2017) by [Digital Economy Act 2017 \(c. 30\)](#), s. 118(6), [Sch. 3 para. 36](#); S.I. 2017/1286, reg. 2(d)

Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (Covenants) Act 1995, Cross Heading: Release of covenants on assignment. (See end of Document for details)

6 Landlord may be released from covenants on assignment of reversion.

- (1) This section applies where a landlord assigns the reversion in premises of which he is the landlord under a tenancy.
- (2) If the landlord assigns the reversion in the whole of the premises of which he is the landlord—
 - (a) he may apply to be released from the landlord covenants of the tenancy in accordance with section 8; and
 - (b) if he is so released from all of those covenants, he ceases to be entitled to the benefit of the tenant covenants of the tenancy as from the assignment.
- (3) If the landlord assigns the reversion in part only of the premises of which he is the landlord—
 - (a) he may apply to be so released from the landlord covenants of the tenancy to the extent that they fall to be complied with in relation to that part of those premises; and
 - (b) if he is, to that extent, so released from all of those covenants, then as from the assignment he ceases to be entitled to the benefit of the tenant covenants only to the extent that they fall to be complied with in relation to that part of those premises.
- (4) This section applies as mentioned in subsection (1) whether or not the landlord is landlord of the whole of the premises comprised in the tenancy.

7 Former landlord may be released from covenants on assignment of reversion.

- (1) This section applies where—
 - (a) a landlord assigns the reversion in premises of which he is the landlord under a tenancy, and
 - (b) immediately before the assignment a former landlord of the premises remains bound by a landlord covenant of the tenancy (“the relevant covenant”).
- (2) If immediately before the assignment the former landlord does not remain the landlord of any other premises demised by the tenancy, he may apply to be released from the relevant covenant in accordance with section 8.
- (3) In any other case the former landlord may apply to be so released from the relevant covenant to the extent that it falls to be complied with in relation to any premises comprised in the assignment.
- (4) If the former landlord is so released from every landlord covenant by which he remained bound immediately before the assignment, he ceases to be entitled to the benefit of the tenant covenants of the tenancy.
- (5) If the former landlord is so released from every such landlord covenant to the extent that it falls to be complied with in relation to any premises comprised in the assignment, he ceases to be entitled to the benefit of the tenant covenants of the tenancy to the extent that they fall to be so complied with.
- (6) This section applies as mentioned in subsection (1)—
 - (a) whether or not the landlord making the assignment is landlord of the whole of the premises comprised in the tenancy; and

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- (b) whether or not the former landlord has previously applied (whether under section 6 or this section) to be released from the relevant covenant.

8 Procedure for seeking release from a covenant under section 6 or 7.

- (1) For the purposes of section 6 or 7 an application for the release of a covenant to any extent is made by serving on the tenant, either before or within the period of four weeks beginning with the date of the assignment in question, a notice informing him of—
 - (a) the proposed assignment or (as the case may be) the fact that the assignment has taken place, and
 - (b) the request for the covenant to be released to that extent.
- (2) Where an application for the release of a covenant is made in accordance with subsection (1), the covenant is released to the extent mentioned in the notice if—
 - (a) the tenant does not, within the period of four weeks beginning with the day on which the notice is served, serve on the landlord or former landlord a notice in writing objecting to the release, or
 - (b) the tenant does so serve such a notice but the court, on the application of the landlord or former landlord, makes a declaration that it is reasonable for the covenant to be so released, or
 - (c) the tenant serves on the landlord or former landlord a notice in writing consenting to the release and, if he has previously served a notice objecting to it, stating that that notice is withdrawn.
- (3) Any release from a covenant in accordance with this section shall be regarded as occurring at the time when the assignment in question takes place.
- (4) In this section—
 - (a) “the tenant” means the tenant of the premises comprised in the assignment in question (or, if different parts of those premises are held under the tenancy by different tenants, each of those tenants);
 - (b) any reference to the landlord or the former landlord is a reference to the landlord referred to in section 6 or the former landlord referred to in section 7, as the case may be; and
 - (c) “the court” means [^{F2} the county court].

Textual Amendments

- F2** Words in s. 8(4) substituted (22.4.2014) by [Crime and Courts Act 2013 \(c. 22\)](#), s. 61(3), [Sch. 9 para. 52](#); [S.I. 2014/954](#), art. 2(c) (with art. 3) (with transitional provisions and savings in [S.I. 2014/956](#), arts. 3-11)

Changes to legislation:

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