



Landlord and Tenant (Covenants) Act 1995

1995 CHAPTER 30

Excluded assignments

11 Assignments in breach of covenant or by operation of law

- (1) This section provides for the operation of sections 5 to 10 in relation to assignments in breach of a covenant of a tenancy or assignments by operation of law (“excluded assignments”).
- (2) In the case of an excluded assignment subsection (2) or (3) of section 5—
 - (a) shall not have the effect mentioned in that subsection in relation to the tenant as from that assignment, but
 - (b) shall have that effect as from the next assignment (if any) of the premises assigned by him which is not an excluded assignment.
- (3) In the case of an excluded assignment subsection (2) or (3) of section 6 or 7—
 - (a) shall not enable the landlord or former landlord to apply for such a release as is mentioned in that subsection as from that assignment, but
 - (b) shall apply on the next assignment (if any) of the reversion assigned by the landlord which is not an excluded assignment so as to enable the landlord or former landlord to apply for any such release as from that subsequent assignment.
- (4) Where subsection (2) or (3) of section 6 or 7 does so apply—
 - (a) any reference in that section to the assignment (except where it relates to the time as from which the release takes effect) is a reference to the excluded assignment; but
 - (b) in that excepted case and in section 8 as it applies in relation to any application under that section made by virtue of subsection (3) above, any reference to the assignment or proposed assignment is a reference to any such subsequent assignment as is mentioned in that subsection.

- (5) In the case of an excluded assignment section 9—
- (a) shall not enable the tenant or landlord and his assignee to apply for an agreed apportionment to become binding in accordance with section 10 as from that assignment, but
 - (b) shall apply on the next assignment (if any) of the premises or reversion assigned by the tenant or landlord which is not an excluded assignment so as to enable him and his assignee to apply for such an apportionment to become binding in accordance with section 10 as from that subsequent assignment.
- (6) Where section 9 does so apply—
- (a) any reference in that section to the assignment or the assignee under it is a reference to the excluded assignment and the assignee under that assignment; but
 - (b) in section 10 as it applies in relation to any application under section 9 made by virtue of subsection (5) above, any reference to the assignment or proposed assignment is a reference to any such subsequent assignment as is mentioned in that subsection.
- (7) If any such subsequent assignment as is mentioned in subsection (2), (3) or (5) above comprises only part of the premises assigned by the tenant or (as the case may be) only part of the premises the reversion in which was assigned by the landlord on the excluded assignment—
- (a) the relevant provision or provisions of section 5, 6, 7 or 9 shall only have the effect mentioned in that subsection to the extent that the covenants or covenant in question fall or falls to be complied with in relation to that part of those premises; and
 - (b) that subsection may accordingly apply on different occasions in relation to different parts of those premises.