



Landlord and Tenant (War Damage) Act 1939

1939 CHAPTER 72

PART II

DISCLAIMER AND RETENTION OF LEASES

Notices of retention and notices to avoid disclaimer

10 Effect of notice of retention

(1) Where a notice of retention is served or is deemed to have been served in respect of a lease, then, unless the notice of retention is of no effect under this Part of this Act or the notice to elect by virtue whereof the notice of retention is deemed to have been served is of no effect under this Part of this Act, the lease shall have effect subject to the following modifications :—

- (a) There shall be implied in the lease, notwithstanding anything in Part I of this Act, a covenant by the tenant with the landlord that the land comprised in the lease shall be rendered fit as soon as is reasonably practicable after the date when the notice was served or is deemed to have been served :

Provided that where before that date any person has guaranteed the performance of the covenants in the lease, the guarantee shall be deemed not to extend to the covenant implied in the lease by virtue of this paragraph.

- (b) Subject to the powers of the court under the following provisions of this subsection, no rent shall be payable by the tenant under the lease in respect of the period beginning with the date when the notice was served or is deemed to have been served and ending with the date on which the land is rendered fit:
- (c) Where the court is satisfied, on the application of the landlord made at any time before the land has been rendered fit, that part of the land is capable of beneficial occupation, the court may direct that there shall be payable by the tenant such rent, at such times and in respect of such period as the court may fix:

Status: This is the original version (as it was originally enacted).

Provided that the amount of the rent fixed by the court under this paragraph shall not exceed such proportion of—

- (i) the annual value at the time of the application of so much of the land as is at that time capable of beneficial occupation; or
- (ii) the full annual rent reserved by the lease;

whichever is the less, as the period in respect of which the rent is payable bears to a year :

- (d) Where the court is satisfied, on the application of the landlord made at any time, that there has been unreasonable delay on the part of the tenant in rendering the land fit, the court may direct that there shall be payable by the tenant such rent (not exceeding the rent reserved by the lease) at such times and in respect of such period as the court may fix. (2) In this section the expression " rent ", in relation to a lease, includes any periodical sum payable by the tenant in connection with the occupation of the land comprised in the lease, whether for services, fighting, heating, board, use of furniture or otherwise, and

references to rent reserved by a lease include references to any such sum contracted to be paid by any agreement.