



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

11 Effect of notice to avoid disclaimer

(1) Where a notice to avoid disclaimer is served in respect of a notice of disclaimer, the notice of disclaimer shall be of no effect and, unless the notice of disclaimer is of no effect by reason of some other provision of this Part of this Act, the lease to which it relates 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 landlord with the tenant that the land comprised in the lease shall be rendered fit as soon as is "reasonably practicable after the service of the notice to avoid disclaimer :

Provided that where before the service of the said notice 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 next following paragraph, no rent shall be payable by the tenant under the lease in respect of the period beginning with the date of the service of the notice of disclaimer and ending with the date on which the land is rendered fit:
- (c) If the court is satisfied, on the application of the landlord made at any time before the land has been rendered fit, that any part of the land is capable of beneficial occupation, the court shall have the same powers as it has under paragraph (c) of subsection (1) of the last foregoing section.

Status: This is the original version (as it was originally enacted).

- (2) In this section the expression "rent" has the same meaning as in the last foregoing section.