

1969 No. 1771

LANDLORD AND TENANT

The Landlord and Tenant (Notices) Regulations 1969

<i>Made</i> - - - -	10th December 1969
<i>Laid before Parliament</i>	18th December 1969
<i>Coming into Operation</i>	1st January 1970

The Lord Chancellor, in exercise of the powers conferred on him by section 66 of the Landlord and Tenant Act 1954(a), hereby makes the following Regulations:—

1.—(1) These Regulations may be cited as the Landlord and Tenant (Notices) Regulations 1969 and shall come into operation on 1st January 1970.

(2) The Interpretation Act 1889(b) shall apply to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

2. In these Regulations, unless the context otherwise requires—
“the principal Regulations” means the Landlord and Tenant (Notices) Regulations 1957(c) as amended(d).

3. For Forms 7 and 9 in the Appendix to the Landlord and Tenant (Notices) Regulations 1957 as amended by the Landlord and Tenant (Notices) Regulations 1963 and regulation 6 of the Landlord and Tenant (Notices) Regulations 1967 there shall be substituted the forms so numbered in Appendix I to these Regulations.

4. Form 12 in the Appendix to the principal Regulations shall be amended by the insertion of the following words at the end of Note 4(f):—

“but where the landlord opposes the application on this ground, the court can still order the grant of a new tenancy, if

(i) the tenant agrees to the inclusion in the new tenancy of terms giving the landlord facilities for carrying out the work intended and, given those facilities, the landlord could reasonably carry

(a) 1954 c. 56.

(b) 1889 c. 63.

(c) S.I. 1957/1157 (1957 I, p. 1230).

(d) S.I. 1963/795, 1967/1831 (1963 I, p. 1179; 1967 III, p. 4866).

out the work without obtaining possession of the tenant's premises and without interfering to a substantial extent or for a substantial time with the use of the premises for the tenant's business; or

- (ii) the tenant is willing to accept a tenancy of part of the premises, which can be let separately without substantially reducing the rental income obtainable from the entire premises, and either the tenant agrees to give the landlord facilities for carrying out work as under paragraph (i) above, or possession of the remainder of the premises would be reasonably sufficient to enable the landlord to carry out the intended work;"

5. The Form in Appendix II to these Regulations shall be added to the Appendix to the principal Regulations and stand as number 16.

6. Nothing in these Regulations shall invalidate any Notice served before 1st July 1970 which complies with the requirements of the principal Regulations.

Dated 10th December 1969.

Gardiner, C.

APPENDIX I

FORM 7
LANDLORD AND TENANT ACT 1954

Landlord's Notice to Terminate Business Tenancy

To _____, of _____, tenant of
premises known as _____

1. I, _____ of _____, landlord of the See Note 1.
above-mentioned premises, hereby give you notice terminating your tenancy
on the _____ day of _____, 19 ____.

2. You are required within two months after the giving of this Notice to See Note 2.
notify me in writing whether or not you will be willing to give up possession
of the premises on that date.

3. I would not oppose an application to the Court under Part II of the Act See Note 6.
for the grant of a new tenancy, *or*

I would oppose an application to the Court under Part II of the Act for the See Note 4.
grant of a new tenancy on the ground that [*state ground or grounds*].

4. This Notice is given under the provisions of section 25 of the Landlord
and Tenant Act 1954.

Your attention is called to the Notes below.

Dated this _____ day of _____, 19 ____.

Signed.....(Landlord)

.....(Address)

FORM 7

NOTES

1. Under the Landlord and Tenant Act 1954, a tenancy of premises to which Part II of the Act applies continues until it is brought to an end in accordance with the Act. One of the ways in which it can be brought to an end is by a landlord's notice to terminate the tenancy. As a general rule, that notice must be given not more than 12 nor less than 6 months before the date specified in it for the termination of the current tenancy of the premises. This date must not be earlier than the date on which apart from Part II of the Act the current tenancy would expire or could be terminated by notice to quit given by the landlord on the date of the notice.

2. Part II of the Act enables the tenant, on being served with a notice in this form, to apply to the court for an order for the grant of a new tenancy. Such an application, however, will not be entertained unless the tenant has within 2 months after the giving of the notice terminating the tenancy notified the landlord in writing that he will not be willing to give up possession of the premises on the date specified in the notice. The application must be made not less than 2 or more than 4 months after the giving of the notice.

3. Where the rateable value of the premises (excluding any part which is not occupied by the tenant or by an employee in his business) does not exceed £2,000, an application for an order for the grant of a new tenancy must be made to the County Court and in any other case it must be made to the High Court.

4. The court has no power to make an order for the grant of a new tenancy if the landlord, having stated in his notice that he will oppose an application to the court on one of the grounds specified in the Act, establishes that ground to the satisfaction of the court. The grounds specified in the Act are—

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the premises, that the tenant ought not to be granted a new tenancy in view of the state of repair of the premises which has resulted from the tenant's failure to comply with these obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the premises;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the premises which he occupies;
- (e) where the current tenancy was created by the subletting of part only of the property comprised in a superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the tenant's premises and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, and that on the termination of the current tenancy the landlord requires possession of the tenant's premises for the purpose of letting or otherwise disposing of the said property as a whole and therefore the tenant ought not to be granted a new tenancy;

- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the whole or a substantial part of the premises or to carry out substantial work of construction on the whole or part of them and that he could not reasonably do so without obtaining possession of the premises; but where the landlord opposes the application on this ground, the court can still order the grant of a new tenancy, if
- (i) the tenant agrees to the inclusion in the new tenancy of terms giving the landlord facilities for carrying out the work intended and, given those facilities, the landlord could reasonably carry out the work without obtaining possession of the tenant's premises and without interfering to a substantial extent or for a substantial time with the use of the premises for the tenant's business; or
 - (ii) the tenant is willing to accept a tenancy of a part of the premises, which can be let separately without substantially reducing the rental income obtainable from the entire premises, and either the tenant agrees to give the landlord facilities for carrying out work as under paragraph (i) above, or possession of the remainder of the premises would be reasonably sufficient to enable the landlord to carry out the intended work;
- (g) that on the termination of the current tenancy the landlord intends to occupy the premises for the purposes, or partly for the purposes, of a business to be carried on by him in them or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

5. If the only grounds for opposing an application for the grant of a new tenancy stated in paragraph 3 of this notice are grounds set out in (e), (f) and (g) above, the tenant is entitled on leaving the premises to recover compensation from the landlord at the rate specified in the Act. If other grounds are also stated, the tenant is entitled to the compensation if the court on an application for a new tenancy finds that it is precluded from making an order by reason only of any of the grounds set out in (e), (f) and (g).

6. If the landlord states in this notice that he will not oppose an application to the court for the grant of a new tenancy, it will be open to the tenant and the landlord to negotiate on the terms of the tenancy. If all the terms are agreed between them, an application to the court will not be necessary; if some but not all of the terms are agreed, the agreed terms will be incorporated in any tenancy granted by the court and the other terms will be such as the court may determine. A new tenancy, if granted by the court, will not include any part of the property comprised in the current tenancy which is occupied neither by the tenant, nor by a person employed by him for the purposes of his business, unless the landlord requires the new tenancy to include the whole of the property.

7. The term "landlord" in this notice does not necessarily mean the landlord to whom the rent is paid; it means the person who is the landlord for the purposes of Part II of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons, whether corporate or unincorporate.

FORM 9

LANDLORD AND TENANT ACT 1954

Landlord's Notice to Terminate Business Tenancy where Change Required at Future Date on Grounds of Public Interest

To _____, tenant of premises known as

See Note 1. 1. I, _____, landlord of the above-mentioned premises, hereby give you notice terminating your tenancy on the day of _____, 19 .

See Note 2. 2. You are required within two months after the giving of this Notice to notify me in writing whether or not you will be willing to give up possession of the premises on that date.

See Note 2. 3. A certificate has been given by _____ that it is requisite for the purposes of the _____ [insert name of Government department, local authority, statutory undertakers, development corporation, or as the case may be] that the use or occupation of the property or of a part of the property shall be changed by the _____ day of _____, 19 , and a copy of the certificate is set out in the schedule to this Notice.

See Note 6. 4. I would not oppose an application to the court under Part II of the Act for the grant of a new tenancy terminating on or before the _____ day of _____, 19 , or

See Note 4. I would oppose an application to the court under Part II of the Act for the grant of a new tenancy on the ground that _____ [state ground or grounds].

5. This Notice is given under the provisions of section 25 and section 57 of the Landlord and Tenant Act 1954.

Your attention is called to the Notes below.

Dated this _____ day of _____, 19 .

Signed.....

for.....(Landlord)

.....(Address)

THE SCHEDULE

[Insert a copy of the relevant certificate]

FORM 9

NOTES

1. Under the Landlord and Tenant Act 1954 a tenancy of premises to which Part II of the Act applies continues until it is brought to an end in accordance with the Act. One of the ways in which it can be brought to an end is by a landlord's notice to terminate the tenancy. As a general rule, that notice must be given not more than 12 nor less than 6 months before the date specified in it for the termination of the current tenancy. This date must not be earlier than the date on which apart from Part II of the Act the current tenancy would expire, or could be terminated by notice to quit given by the landlord on the date of the notice.

2. Part II of the Act enables the tenant, on being served with a notice in this form, to apply to the court for an order for the grant of a new tenancy. Such an application, however, will not be entertained unless the tenant has within 2 months after the giving of the notice terminating the tenancy notified the landlord in writing that he will not be willing to give up possession of the premises on the date specified in the notice. The application must be made not less than 2 nor more than 4 months after the giving of the notice.

The notice you are now given contains a copy of a certificate stating that a change in the use or occupation of the premises or part of them is required for the purposes of a Government department or public body. The date on which the change is stated to be required is later than the date of termination of your tenancy specified in paragraph 1 of this notice. Where such a certificate has been given in accordance with the provisions of the Act, any new tenancy granted by the court must expire on or before the date stated in the certificate.

3. Where the rateable value of the premises (excluding any part which is not occupied by the tenant or by an employee in his business) does not exceed £2,000, an application for an order for the grant of a new tenancy must be made to the County Court and in any other case it must be made to the High Court.

4. The court has no power to make an order for the grant of a new tenancy if the landlord has stated in this notice that he will oppose an application to the court on one of the grounds specified in the Act, and establishes that ground to the court's satisfaction. The grounds specified in the Act are—

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the premises, that the tenant ought not to be granted a new tenancy in view of the state of repair of the premises which has resulted from the tenant's failure to comply with these obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the premises;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the premises which he occupies;

- (e) where the current tenancy was created by the subletting of part only of the property comprised in a superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the tenant's premises and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, and that on the termination of the current tenancy the landlord requires possession of the tenant's premises for the purpose of letting or otherwise disposing of the said property as a whole and therefore the tenant ought not to be granted a new tenancy;
- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the whole or a substantial part of the premises or to carry out substantial work of construction on the whole or part of them and that he could not reasonably do so without obtaining possession of the premises; but where the landlord opposes the application on this ground the court can still order the grant of a new tenancy, if
- (i) the tenant agrees to the inclusion in the new tenancy of terms giving the landlord facilities for carrying out the work intended and, given those facilities, the landlord could reasonably carry out the work without obtaining possession of the tenant's premises and without interfering to a substantial extent or for a substantial time with the use of the premises for the tenant's business; or
 - (ii) the tenant is willing to accept a tenancy of a part of the premises, which can be let separately without substantially reducing the rental income obtainable from the entire premises, and either the tenant agrees to give the landlord facilities for carrying out work as under paragraph (i) above, or possession of the remainder of the premises would be reasonably sufficient to enable the landlord to carry out the intended work;
- (g) that on the termination of the current tenancy the landlord intends to occupy the premises for the purposes, or partly for the purposes, of a business to be carried on by him in them or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

5. If no grounds for opposing an application for the grant of a new tenancy are stated in paragraph 4 of this notice or if the only grounds there stated are those set out in (e), (f) and (g) above, the tenant is entitled on leaving the premises to recover compensation from the landlord at the rate specified in the Act. If other grounds are also stated, the tenant is entitled to the compensation if the court on an application for a new tenancy finds that it is precluded from making an order by reason only of any of the grounds set out in (e), (f) and (g). If the court makes an order for a new tenancy, but is precluded from ordering a new tenancy expiring later than the date specified in the Ministerial certificate, the tenant may similarly be entitled to compensation.

6. If the landlord states in this notice that he will not oppose an application to the court for the grant of a new tenancy, it will be open to the tenant and the landlord to negotiate on the terms of the tenancy. If all the terms are agreed between them, an application to the court will not be necessary; if some but not all of the terms are agreed, the agreed terms will be incorporated in any tenancy granted by the court and the other terms will be such as the court may determine. If the court grants a new tenancy it will not include any part of the property comprised in the current tenancy which is occupied neither by the tenant nor by a person employed by him for the purposes of his business, unless the landlord requires the new tenancy to include the whole of the property.

7. The term "landlord" in this notice does not necessarily mean the landlord to whom the rent is paid; it means the person or body who is the landlord for the purposes of Part II of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons, whether corporate or unincorporate.

APPENDIX II

FORM 16

LANDLORD AND TENANT ACT 1954

Superior Landlord's Notice Withdrawing Notice to Terminate Business Tenancy
To _____, of _____
tenant of premises known as _____

1. Notice terminating your tenancy of the premises has been given you by a
Landlord's Notice to Terminate Business Tenancy dated the _____
given by your landlord, [state name and address]

2. I, _____ of _____, have now become
the landlord for the purposes of Part II of the Landlord and Tenant Act 1954, See Note 1.
because—

*your landlord's tenancy will expire by effluxion of time on the _____ day of _____
19 _____, *Delete which-
ever is not
appropriate.

or
I have served a notice on your landlord terminating his tenancy on the
day of _____ 19 _____.

[or state for what reason intermediate landlord's interest is coming to an end]

3. I hereby give you notice that I withdraw the Landlord's Notice referred to
in paragraph 1 above, which shall cease to have effect from the date of this See Note 2.
Notice.

4. This Notice is given under the provisions of section 44 of and paragraph 6
of the Sixth Schedule to the Landlord and Tenant Act 1954, as amended by
section 14 of the Law of Property Act 1969.

Your attention is called to the Notes below.

Dated this _____ day of _____ 19 _____.

Signed.....

.....(Address)

NOTES

1. The "landlord" who can terminate a business tenancy is not necessarily the
landlord to whom the rent is paid; it is, broadly, the person who qualifies as
landlord for the purposes of Part II of the Landlord and Tenant Act 1954
because he has an interest in the property which is superior to that of the tenant
and has at least 14 months to run.

2. This notice can be given by a superior landlord who becomes the landlord
for the purposes of the Act and wishes to withdraw a notice to terminate a
business tenancy given by the person who previously qualified as the landlord.
When this notice is given the earlier notice ceases to have effect, but the tenant
may be given a fresh notice terminating the tenancy by the newly qualified
landlord.

EXPLANATORY NOTE

(This Note is not part of the Regulations.)

These Regulations amend Forms 7, 9 and 12 prescribed in the Landlord and Tenant (Notices) Regulations 1957 which by the Landlord and Tenant Act 1954 are required to be used for landlords' notices to terminate business tenancies and for tenants' requests for new business tenancies. A new form is prescribed for use where a superior landlord withdraws a notice to terminate a business tenancy given by an intermediate landlord. The amendments are consequential on the amendment of Part II of the Act of 1954 by the Law of Property Act 1969 (c. 59).