

SCHEDULE 2

Regulation 3

LEASE RENEWAL

Interpretation

1. In this Schedule—

“counter-notice” means a notice given under section 45, and “further counter-notice” means a notice required by or by virtue of section 46(4) or section 47(4) or (5);

“flat” shall be construed in accordance with section 62(2);

“the landlord” has the meaning given by section 40(1);

“lease” means a lease granted to give effect to a tenant’s notice;

“the relevant date” has the meaning given by section 39(8);

“tenant” means a tenant who has given a tenant’s notice;

“terms of acquisition” has the meaning given by section 48(7).

Payment of deposit

2.—(1) The landlord may give to the tenant a notice requiring him to pay a deposit on account of the premium payable for the lease at any time when the tenant’s notice continues in force under section 42(8).

(2) The amount of the deposit shall be £250, or 10 per cent. of the amount proposed in the tenant’s notice as payable on the grant of the lease in accordance with Schedule 13 (premium and other amounts payable by tenant on grant of new lease), whichever is the greater.

(3) The tenant shall pay the deposit so required to the landlord’s solicitor or licensed conveyancer as stakeholder within the period of fourteen days beginning with the date the notice is given.

Return of deposit

3.—(1) Subject to sub-paragraph (3), the tenant may give to the landlord a notice requiring him to procure the return of the deposit to the tenant at any time after the tenant’s notice is withdrawn, deemed to have been withdrawn or otherwise ceases to have effect.

(2) The landlord shall comply with any such requirement within the period of fourteen days beginning with the date the notice is given.

(3) The landlord shall be entitled to have deducted from the deposit any amount due to him from the tenant in accordance with section 60 (tenant’s liability for landlord’s costs).

Evidence of tenant’s right to a lease

4.—(1) The landlord may require the tenant to—

(a) deduce title to his tenancy, and

(b) give evidence by statutory declaration of the occupation on which he relies in the tenant’s notice

by giving him notice within the period of twenty-one days beginning with the relevant date.

(2) The tenant shall comply with any such requirement within the period of twenty-one days beginning with the date the notice is given.

Status: This is the original version (as it was originally made). This item of legislation is currently only available in its original format.

Delivery of proof of title

5.—(1) Sub-paragraph (2) applies where the landlord has given a counter-notice complying with section 45(2)(a) (admitting the right to a new lease) or a further counter-notice, or, if no such counter-notice or further counter-notice is given, the tenant has applied to the court for an order under section 49(1) (applications where landlord fails to give counter-notice or further counter-notice).

(2) The tenant may require the landlord to deduce title to his interest in the flat to which the tenant's notice relates by giving him notice.

(3) The landlord shall comply with any such requirement by giving the tenant: —

(a) in the case of an interest registered in the register of title kept at Her Majesty's Land Registry, all particulars and information which have to be given or may be required to be given on a sale of registered land pursuant to section 110 of the Land Registration Act 1925(1) (provisions as between vendor and purchaser), and

(b) subject to sub-paragraph (4), in the case of any other interest, an epitome of title,

within the period of twenty-eight days beginning with the date the notice is given.

(4) In a case where the landlord is not the freeholder, and the title to the freehold or any leasehold reversion to the landlord's title (if any) is not registered at Her Majesty's Land Registry, the landlord shall use his best endeavours to obtain an epitome of that title and shall also give it to the tenant.

Requisitions

6.—(1) The tenant shall give to the landlord a statement of any objections to or requisitions on the proof of title within the period of fourteen days beginning with the date the proof is given (whether or not within the time required).

(2) The landlord shall give to the tenant an answer to any statement of objections or requisitions within the period of fourteen days beginning with the date the statement is given.

(3) The tenant shall give to the landlord a further statement of any objections to or comments on the answer within the period of seven days beginning with the date the answer is given.

(4) Any objection or requisition not included in any statement given within the period referred to in sub-paragraph (1) shall be deemed waived, and any matter which could have been raised in a statement so given shall be deemed not to be a defect in title for the purposes of paragraph 3(5) of Schedule 13 and as it is applied by paragraph 8(1) of that Schedule (effect of defect in title on calculation of diminution in value of landlord's interest or any intermediate leasehold interest).

(5) Any objection not included in any further statement given within the period specified in sub-paragraph (3) shall be deemed waived and any matter which could have been raised in a further statement so given shall be deemed not to form a defect in the title for the purposes of paragraph 3(5) of Schedule 13 and as it is applied as described in sub-paragraph (4).

(6) If no further statement is given within the time specified in sub-paragraph (3), the landlord's answer shall be considered satisfactory.

Preparation of lease

7.—(1) The landlord shall prepare a draft lease and give it to the tenant within the period of fourteen days beginning with the date the terms of acquisition are agreed or determined by a leasehold valuation tribunal.

(2) The tenant shall give to the landlord a statement of any proposals for amending the draft lease within the period of fourteen days beginning with the date the draft lease is given.

(1) 1925 c. 21.

(3) If no statement is given by the tenant within the time specified in sub-paragraph (2), he shall be deemed to have approved the draft lease.

(4) The landlord shall give to the tenant an answer giving any objections to or comments on the proposals in the statement within the period of fourteen days beginning with the date the statement is given.

(5) If no answer is given by the landlord within the time specified in sub-paragraph (4), he shall be deemed to have approved the amendments to the draft lease proposed by the tenant.

(6) The landlord shall prepare the lease and as many counterparts as he may reasonably require and shall give the counterpart or counterparts to the tenant for execution a reasonable time before the completion date.

(7) The tenant shall give the counterpart or counterparts of the lease, duly executed, to the landlord and the landlord shall give the lease, duly executed, to the tenant, on the completion date or as soon as possible afterwards.

Completion

8.—(1) Subject to sub-paragraph (2), after the draft lease is approved or deemed to have been approved, either the landlord or the tenant may give the other notice requiring him to complete the grant of the lease on the first working day after the expiration of twenty-one days beginning with the date the notice is given.

(2) Sub-paragraph (1) shall not apply if the date for completion would fall after the expiry of the appropriate period specified for the purposes of section 48 or 49 (applications where terms in dispute or failure to enter into new lease, and applications where landlord fails to give counter-notice or further counter-notice), and in that event the date for completion shall be such day as the landlord and tenant agree in writing or the court orders under section 48(3) or 49(4) (order of the court on failure to enter into new lease).

(3) The landlord shall by notice inform any other landlord who has given notice in accordance with paragraph 7(2) of Schedule 11 (other landlords acting independently) of the date for completion as soon as possible after notice has been given in accordance with sub-paragraph (1) or the date for completion agreed or ordered by the court in accordance with sub-paragraph (2).

(4) Completion shall take place at the office of the landlord's solicitor or licensed conveyancer.

Cancellation of land charges etc.

9. Where a tenant's notice has been registered under section 97(1) as a land charge or a notice or caution has been registered in respect of it, and it is withdrawn, deemed to have been withdrawn or otherwise ceases to have effect, the tenant shall at the request of the landlord without delay take all steps necessary to procure cancellation of the registration.