
STATUTORY INSTRUMENTS

1995 No. 2964

**LANDLORD AND TENANT,
ENGLAND AND WALES**

**The Landlord and Tenant (Covenants)
Act 1995 (Notices) Regulations 1995**

Made - - - - *9th November 1995*
Laid before Parliament *20th November 1995*
Coming into force - - *1st January 1996*

The Lord Chancellor, in exercise of the powers conferred on him by section 27 of the Landlord and Tenant (Covenants) Act 1995(1) hereby makes the following Regulations:

1.—(1) These Regulations may be cited as the Landlord and Tenant (Covenants) Act 1995 (Notices) Regulations 1995 and shall come into force on 1st January 1996.

(2) In these Regulations, “the Act” means the Landlord and Tenant (Covenants) Act 1995, and a form referred to by number means the form so numbered in the Schedule to these Regulations.

2. The forms prescribed for the purposes of the Act shall be as follows, or in each case a form substantially to the like effect:

PURPOSE OF NOTICE	FORM TO BE USED
(a) (i) Landlord informing a former tenant or guarantor of such a tenant of an amount payable in respect of a fixed charge under a covenant of the tenancy which the landlord intends to recover from that person under section 17 of the Act	Form 1
(ii) Landlord informing a former tenant or guarantor of such a tenant of a revised, greater amount payable in respect of a fixed charge under a covenant of the	Form 2

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PURPOSE OF NOTICE	FORM TO BE USED
tenancy which the landlord intends to recover from that person under section 17 of the Act	
(b) (i) Landlord applying to be released from all the landlord covenants of the tenancy on assignment of his entire interest under sections 6 and 8 of the Act	Whole of Form 3 (landlord to complete Part I only)
(ii) Tenant objecting to the landlord's release under section 8 of the Act	Part II of Form 3
(iii) Tenant consenting to the landlord's release and withdrawing a notice objecting to such release under section 8 of the Act	Notice in writing stating that tenant is now consenting and that the notice of objection is withdrawn
(c) (i) Landlord applying to be released from the landlord covenants of the tenancy to the appropriate extent on assignment of part only of his interest under sections 6 and 8 of the Act	Whole of Form 4 (landlord to complete Part I only)
(ii) Tenant objecting to the landlord's release under section 8 of the Act	Part II of Form 4
(iii) Tenant consenting to the landlord's release and withdrawing a notice objecting to such release under section 8 of the Act	Notice in writing stating that tenant is now consenting and that the notice of objection is withdrawn
(d) (i) Former landlord applying to be released from all the landlord covenants of the tenancy on a subsequent assignment of the landlord's interest under sections 7 and 8 of the Act	Whole of Form 5 (landlord to complete Part I only)
(ii) Tenant objecting to the former landlord's release under section 8 of the act	Part II of Form 5
(iii) Tenant consenting to the former landlord's release and withdrawing a notice objecting to such release under section 8 of the Act	Notice in writing stating that tenant is now consenting and that the notice of objection is withdrawn
(e) (i) Former landlord who assigned part only of his interest applying to be released from the landlord covenants of the tenancy to the appropriate extent on a subsequent assignment of the landlord's	Whole of Form 6 (landlord to complete Part I only)

PURPOSE OF NOTICE	FORM TO BE USED
interest under sections 7 and 8 of the Act	
(ii) Tenant objecting to the former landlord's release under section 8 of the Act	Part II of Form 6
(iii) Tenant consenting to the former landlord's release and withdrawing a notice objecting to such release under section 8 of the Act	Notice in writing stating that tenant is now consenting and that the notice of objection is withdrawn
(f) (i) Tenant and tenant's assignee jointly applying for an apportionment of liability under the covenants of the tenancy to become binding on the appropriate person under sections 9 and 10 of the Act	Whole of Form 7 (tenant and assignee to complete Part I only)
(ii) Appropriate person objecting to the apportionment becoming binding on that person under section 10 of the Act	Part II of Form 7
(iii) Appropriate person consenting to the apportionment becoming binding on that person and withdrawing a notice objecting to the apportionment becoming so binding under section 10 of the Act	Notice in writing stating that appropriate person is now consenting and that the notice of objection is withdrawn
(g) (i) Landlord and landlord's assignee jointly applying for an apportionment of liability under the covenants of the tenancy to become binding on the appropriate person under sections 9 and 10 of the Act	Whole of Form 8 (landlord and assignee to complete Part I only)
(ii) Appropriate person objecting to the apportionment becoming binding on that person under section 10 of the Act	Part II of Form 8
(iii) Appropriate person consenting to the apportionment becoming binding on that person and withdrawing a notice objecting to the apportionment becoming so binding under section 10 of the Act	Notice in writing stating that appropriate person is now consenting and that the notice of objection is withdrawn

Dated 9th November 1995

Mackay of Clashfern, C.

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SCHEDULE

FORM 1 NOTICE TO FORMER TENANT OR GUARANTOR OF INTENTION TO RECOVER FIXED CHARGE(2)(Landlord and Tenant (Covenants) Act 1995, section 17)

(2) The Act defines a fixed charge as (a) rent, (b) any service charge (as defined by section 18 of the Landlord and Tenant Act 1985, disregarding the words “of a dwelling”) and (c) any amount payable under a tenant covenant of the tenancy providing for payment of a liquidated sum in the event of failure to comply with the covenant.

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To [name and address]:

IMPORTANT THE PERSON GIVING THIS NOTICE IS PROTECTING THE RIGHT TO RECOVER THE AMOUNT(S) SPECIFIED FROM YOU NOW OR AT SOME TIME IN THE FUTURE. THERE MAY BE ACTION WHICH YOU CAN TAKE TO PROTECT YOUR POSITION. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 17 of the Landlord and Tenant (Covenants) Act 1995. *[see Note 1 overleaf]*

2. It relates to (address and description of property)

let under a lease dated and made between

[of which you were formerly tenant] [in relation to which you are liable as guarantor of a person who was formerly tenant].²

3. I/we as landlord³ hereby give you notice that the fixed charge(s) of which details are set out in the attached Schedule⁴ is/are now due and unpaid, and that I/we intend to recover from you the amount(s) specified in the Schedule [and interest from the date and calculated on the basis specified in the Schedule]⁵. *[see Notes 2 and 3 overleaf]*

[continued over]

1 The Act defines a fixed charge as (a) rent, (b) any service charge (as defined by section 18 of the Landlord and Tenant Act 1985, disregarding the words "of a dwelling") and (c) any amount payable under a tenant covenant of the tenancy providing for payment of a liquidated sum in the event of failure to comply with the covenant.

2 Delete alternative as appropriate.

3 "Landlord" for these purposes includes any person who has the right to enforce the charge.

4 The Schedule must be in writing, and must indicate in relation to each item the date on which it became payable, the amount payable and whether it is rent, service charge or a fixed charge of some other kind (in which case particulars of the nature of the charge should be given). Charges due before 1 January 1996 are deemed to have become due on that date, but the actual date on which they became due should also be stated.

5 Delete words in brackets if not applicable. If applicable, the Schedule must state the basis on which interest is calculated (for example, rate of interest, date from which it is payable and provision of Lease or other document under which it is payable).

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4.¹ There is a possibility that your liability in respect of the fixed charge(s) detailed in the Schedule will subsequently be determined to be for a greater amount. [see Note 4 below]

5. All correspondence about this notice should be sent to the landlord/landlord's agent at the address given below.

Date Signature of landlord/landlord's agent

Name and address of landlord

.....

.....

Name and address of agent

.....

.....]

NOTES

1. The person giving you this notice alleges that you are still liable for the performance of the tenant's obligations under the tenancy to which this notice relates, either as a previous tenant bound by privity of contract or an authorised guarantee agreement, or because you are the guarantor of a previous tenant. By giving you this notice, the landlord (or other person entitled to enforce payment, such as a management company) is protecting his right to require you to pay the amount specified in the notice. There may be other sums not covered by the notice which the landlord can also recover because they are not fixed charges (for example in respect of repairs or costs if legal proceedings have to be brought). If you pay the amount specified in this notice in full, you will have the right to call on the landlord to grant you an "overriding lease", which puts you in the position of landlord to the present tenant. There are both advantages and drawbacks to doing this, and you should take advice before coming to a decision.

Validity of notice

2. The landlord is required to give this notice within six months of the date on which the charge or charges in question became due (or, if it became due before 1 January 1996, within six months of that date). If the notice has been given late, it is not valid and the amount in the notice cannot be recovered from you. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the landlord. If you are in any doubt, you should seek advice immediately.

Interest

3. If interest is payable on the amount due, the landlord does not have to state the precise amount of interest, but he must state the basis on which the interest is calculated to enable you to work out the likely amount, or he will not be able to claim interest at all. This does not include interest which may be payable under rules of court if legal proceedings are brought.

Change in amount due

4. Apart from interest, the landlord is not entitled to recover an amount which is more than he has specified in the notice, with one exception. This is where the amount cannot be finally determined within six months after it is due (for example, if there is dispute concerning an outstanding rent review or if the charge is a service charge collected on account and adjusted following final determination). In such a case, if the amount due is eventually determined to be more than originally notified, the landlord may claim the larger amount if and only if he completes the paragraph giving notice of the possibility that the amount may change, and gives a further notice specifying the larger amount within three months of the final determination.

¹ Delete this paragraph if not applicable. If applicable (for example, where there is an outstanding rent review or service charge collected on account) a further notice must be served on the former tenant or guarantor within three (3) months beginning with the date on which the greater amount is determined. If only applicable to one or more charge of several, the Schedule should specify which.

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FORM 2 FURTHER NOTICE TO FORMER TENANT OR GUARANTOR OF REVISED AMOUNT DUE IN RESPECT OF A FIXED CHARGE⁽³⁾(Landlord and Tenant (Covenants) Act 1995, section 17)

(3) The Act defines a fixed charge as (a) rent, (b) any service charge (as defined by section 18 of the Landlord and Tenant Act 1985, disregarding the words “of a dwelling”) and (c) any amount payable under a tenant covenant of the tenancy providing for payment of a liquidated sum in the event of failure to comply with the covenant.

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

To [name and address]:
.....

IMPORTANT – THE PERSON GIVING THIS NOTICE IS PROTECTING THE RIGHT TO RECOVER THE AMOUNT(S) SPECIFIED FROM YOU NOW OR AT SOME TIME IN THE FUTURE. THERE MAY BE ACTION WHICH YOU CAN TAKE TO PROTECT YOUR POSITION. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY. FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 17 of the Landlord and Tenant (Covenants) Act 1995. *[see Note 1 overleaf]*

2. It relates to (address and description of property)

let under a lease dated and made between

[of which you were formerly tenant] [in relation to which you are liable as guarantor of a person who was formerly tenant].²

3. You were informed on (date of original notice) of the amount due in respect of a fixed charge or charges, and of the possibility that your liability in respect of the charge(s) might subsequently be determined to be for a greater amount.

4. I/we as landlord³ hereby give you notice that the fixed charge(s) of which details are set out in the attached Schedule⁴ has/have now been determined to be for a greater amount than specified in the original notice, and that I/we intend to recover from you the amount(s) specified in the Schedule [and interest from the date and calculated on the basis specified in the Schedule].⁵ *[see Notes 2 and 3 overleaf]*

[continued over]

1 The Act defines a fixed charge as (a) rent, (b) any service charge (as defined by section 18 of the Landlord and Tenant Act 1985, disregarding the words "of a dwelling") and (c) any amount payable under a tenant covenant of the tenancy providing for payment of a liquidated sum in the event of failure to comply with the covenant.

2 Delete alternative as appropriate.

3 "Landlord" for these purposes includes any person who has the right to enforce the charge.

4 The Schedule can be in any form, but must indicate in relation to each item the date on which it was revised, the revised amount payable and whether it is rent, service charge or a fixed charge of some other kind (in which case particulars of the nature of the charge should be given).

5 Delete words in brackets if not applicable. If applicable, the Schedule must state the basis on which interest is calculated (for example, rate of interest, date from which it is payable and provision of Lease or other document under which it is payable).

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5. All correspondence about this notice should be sent to the landlord/landlord's agent at the address given below.

Date Signature of landlord/landlord's agent

Name and address of landlord

.....

.....

[Name and address of agent

.....

.....]

NOTES

1. The person giving you this notice alleges that you are still liable for the performance of the tenant's obligations under the tenancy to which this notice relates, either as a previous tenant bound by privity of contract or an authorised guarantee agreement, or because you are the guarantor of a previous tenant. You should already have been given a notice by which the landlord (or other person entitled to enforce payment, such as a management company) protected his right to require you to pay the amount specified in that notice. The purpose of this notice is to protect the landlord's right to require you to pay a larger amount, because the amount specified in the original notice could not be finally determined at the time of the original notice (for example, because there was a dispute concerning an outstanding rent review or if the charge was a service charge collected on account and adjusted following final determination).

Validity of notice

2. The notice is not valid unless the original notice contained a warning that the amount in question might subsequently be determined to be greater. In addition, the landlord is required to give this notice within three months of the date on which the amount was finally determined. If the original notice did not include that warning, or if this notice has been given late, then this notice is not valid and the landlord cannot recover the greater amount, but only the smaller amount specified in the original notice. The date of the giving of this notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving notice. If you are in any doubt, you should seek advice immediately.

Interest

3. If interest is chargeable on the amount due, the landlord does not have to state the precise amount of interest, but he must have stated the basis on which the interest is calculated, or he will not be able to claim interest at all.

FORM 3PART ILANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF WHOLE OF REVERSION(Landlord and Tenant (Covenants) Act 1995, sections 6 and 8)

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

To [name and address]:
.....

IMPORTANT - THIS NOTICE IS INTENDED TO RELEASE YOUR LANDLORD FROM HIS OBLIGATIONS WHEN HE TRANSFERS HIS INTEREST TO A NEW LANDLORD. IF YOU CONSIDER THAT THERE IS GOOD REASON FOR YOUR LANDLORD NOT TO BE RELEASED, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY. FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995. *{see Note 1 overleaf}*

2. It relates to (address and description of property)
.....

let under a lease dated and made between

.....
.....
of which you are the tenant.

3. I/we [propose to transfer] {transferred on} the whole of the landlord's interest and wish to be released from the landlord's obligations under the tenancy with effect from the date of the transfer. *{see Note 2 overleaf}*

4. If you consider that it is reasonable for me/us to be released, you do not need to do anything, but it would help me/us if you notify me/us using Part II of this Form. *{see Note 3 overleaf}*

5. If you do not consider it reasonable for me/us to be released, you must notify me/us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice, or I/we will be released in any event. You may withdraw your objection at any time by notifying me/us in writing. *{see Notes 4-6 overleaf}*

6. All correspondence about this notice should be sent to the landlord/landlord's agent at the address given below.

Date Signature of landlord/landlord's agent

Name and address of landlord

.....

.....

[Name and address of agent

.....

.....]

1 Delete alternative as appropriate.

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NOTES TO PART I

Release of landlord

1. The landlord is about to transfer his interest to a new landlord, or has just done so, and is applying to be released from the obligations of the landlord under your tenancy. You have a number of options: you may expressly agree to the landlord's being released; you may object to his being released (with the option of withdrawing your objection later); or you may do nothing, in which case the landlord will automatically be released, with effect from the date of the transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to oppose release, you must act within four weeks of the giving of the notice.

Validity of notice

2. The landlord must give this notice either before the transfer or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to release

3. If you are content for the landlord to be released, you may notify him of this using Part II of this Form, and the landlord will then be released as from the date of the transfer. If you do this, you may not later change your mind and object.

Objecting to release

4. If you think that it is not reasonable for the landlord to be released, you may object to release by notifying the landlord, using Part II of this Form. You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known by the landlord. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying the landlord *in writing* that you now consent to his being released and that your objection is withdrawn.

5. If you object within the time limit, the landlord will only be released if *either* he applies to a court and the court decides that it is reasonable for him to be released, *or* you withdraw your objection by a notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for the landlord to be released, or if you withdraw your objection late, you may have to pay costs.

PART II TENANT'S RESPONSE TO LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF WHOLE OF REVISION(Landlord and Tenant (Covenants) Act 1995, section 8)

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

To (name and address):
.....

- 1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995.
- 2. It relates to (address and description of property)

.....
let under a lease dated and made between

.....
of which you are the landlord or have just transferred the landlord's interest.

3. You [propose to transfer] [transferred on]¹ the landlord's interest and have applied to be released from the landlord's obligations under the tenancy with effect from the date of the transfer.

~~4.² I/we agree to your being released from the landlord's obligations with effect from the date of the transfer. [see Note 1 overleaf]~~

OR

~~4. I/we do **not** consider it reasonable that you should be released from the landlord's obligations, and object to the release. [see Notes 2 and 3 overleaf]~~

5. All correspondence about this notice should be sent to the tenant/tenant's agent at the address given below.

Date Signature of tenant/tenant's agent

Name and address of tenant

.....

.....

[Name and address of agent

.....

.....]

1 Delete alternative as appropriate.

2 The tenant should select one version of paragraph 4 and cross out the other.

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NOTES TO PART II

Agreement to release

1. If the tenant has indicated agreement in paragraph 4 of the notice, you will automatically be released from the landlord's obligations under the tenancy with effect from the date of your transfer of the landlord's interest.

Objection to release

2. If the tenant has indicated an objection in paragraph 4 of the notice, you will not be released unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is reasonable for you to be released, and the court so declares. If you are not released, you may still apply for release when the landlord's interest, or part of it, is next transferred, and it may therefore be sensible to make arrangements for the person to whom you are making the transfer to inform you when he intends to transfer the landlord's interest in his turn.

Validity of notice of objection

3. A notice of objection by the tenant is only valid if he has given it to you within the period of four weeks beginning with the date on which you gave him your notice applying for release. If you are in any doubt, you should seek advice before applying to the court.

FORM 4PART ILANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF PART OF REVERSION(Landlord and Tenant (Covenants) Act 1995, sections 6 and 8)

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

To [name and address]:

IMPORTANT – THIS NOTICE IS INTENDED TO RELEASE YOUR LANDLORD PARTLY FROM HIS OBLIGATIONS WHEN HE TRANSFERS PART OF HIS INTEREST TO A NEW LANDLORD. IF YOU CONSIDER THAT THERE IS GOOD REASON FOR YOUR LANDLORD NOT TO BE RELEASED, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995. *{see Note 1 overleaf}*

2. It relates to (address and description of property)

let under a lease dated and made between

of which you are the tenant.

3. I/we [propose to transfer] [transferred on]¹ part of the landlord's interest, namely and wish to be released from the landlord's obligations under the tenancy, to the extent that they fall to be complied with in relation to that part, with effect from the date of the transfer. *{see Note 2 overleaf}*

4. If you consider that it is reasonable for me/us to be released, you do not need to do anything, but it would help me/us if you notify me/us using Part II of this Form. *{see Note 3 overleaf}*

5. If you do not consider it reasonable for me/us to be released, you must notify me/us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice, or I/we will be released in any event. You may withdraw your objection at any time by notifying me/us in writing. *{see Notes 4-6 overleaf}*

6. All correspondence about this notice should be sent to the landlord/landlord's agent at the address given below.

Date Signature of landlord/landlord's agent

Name and address of landlord

{continued over}

¹ Delete alternative as appropriate

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[Name and address of agent
.....
.....]

NOTES TO PART I

Release of landlord

1. The landlord is about to transfer part of his interest to a new landlord, or has just done so, and is applying to be released from the obligations of the landlord under your tenancy, to the extent that they fall to be complied with in relation to that part. You have a number of options: you may expressly agree to the landlord's being released; you may object to his being released (with the option of withdrawing your objection later); or you may do nothing, in which case the landlord will automatically be released, with effect from the date of the assignment, once four weeks have elapsed from the date of the giving of the notice. If you choose to oppose release, you must act within four weeks of the giving of the notice.

Validity of notice

2. The landlord must give this notice either before the transfer or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to release

3. If you are content for the landlord to be released, you may notify him of this using Part II of this Form, and the landlord will then be released as from the date of the transfer. If you do this, you may not later change your mind and object.

Objecting to release

4. If you think that it is not reasonable for the landlord to be released, you may object to release by notifying the landlord, using Part II of this Form. You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying the landlord *in writing* that you now consent to his being released and that your objection is withdrawn.

5. If you object within the time limit, the landlord will only be released if *either* he applies to a court and the court decides that it is reasonable for him to be released, *or* you withdraw your objection by a notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for the landlord to be released, or if you withdraw your objection late, you may have to pay costs.

PART II TENANTS RESPONSE TO LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF PART OF REVERSION(Landlord and Tenant (Covenants) Act 1995, section 8)

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

To [name and address]:
.....

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995.
2. It relates to (address and description of property)

.....
let under a lease dated and made between
.....
.....
of which you are the landlord or have just transferred part of the landlord's interest.

3. You [propose to transfer] [transferred on]¹ part of the landlord's interest, namely
.....
and have applied to be released from the landlord's obligations under the tenancy, to the extent that they fall to be complied with in relation to that part, with effect from the date of the transfer.

4.² I/we agree to your being released from the landlord's obligations to that extent with effect from the date of the transfer. *[see Note 1 overleaf]*

OR

4. I/we do **not** consider it reasonable that you should be released from the landlord's obligations, and object to the release. *[see Notes 2 and 3 overleaf]*

5. All correspondence about this notice should be sent to the tenant/tenant's agent at the address given below.

Date Signature of tenant/tenant's agent

Name and address of tenant

[Name and address of agent

.....]

1 Delete alternative as appropriate.

2 The tenant should select one version of paragraph 4 and cross out the other.

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

NOTES TO PART II

Agreement to release

1. If the tenant has indicated agreement in paragraph 4 of the notice, you will automatically be released from the landlord's obligations under the tenancy, to the extent that they fall to be complied with in relation to the part of your interest being transferred, with effect from the date of the transfer.

Objection to release

2. If the tenant has indicated an objection in paragraph 4 of the notice, you will not be released unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is reasonable for you to be released, and the court so declares. If you are not released, you may still apply for release when the landlord's interest, or part of it, is next transferred, and it may therefore be sensible to make arrangements for the person to whom you are making the transfer to inform you when he intends to transfer the landlord's interest in his turn.

Validity of notice of objection

3. A notice of objection by the tenant is only valid if he has given it to you within the period of four weeks beginning with the date on which you gave him your notice applying for release. If you are in any doubt, you should seek advice before applying to the court.

FORM 5PART IFORMER LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY(Landlord and Tenant (Covenants) Act 1995, section 7 and 8)

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

To [name and address]:
.....

IMPORTANT – THIS NOTICE IS INTENDED TO RELEASE THE FORMER LANDLORD OF THE PROPERTY FROM HIS OBLIGATIONS UNDER YOUR TENANCY. IF YOU CONSIDER THAT THERE IS GOOD REASON FOR THE FORMER LANDLORD NOT TO BE RELEASED, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995. *{see Note 1 overleaf}*

2. It relates to (address and description of property)
.....

let under a lease dated and made between

.....
of which you are the tenant.

3. I/we was/were formerly landlord of the property of which you are tenant and remained bound by the landlord's obligations under the tenancy after transferring the landlord's interest. The landlord's interest, or part of it [is about to be transferred] [was transferred on]¹. I/we wish to be released from my/our obligations with effect from the date of that transfer. *{see Note 2 overleaf}*

4. If you consider that it is reasonable for me/us to be released, you do not need to do anything, but it would help me/us if you notify me/us using Part II of this Form. *{see Note 3 overleaf}*

5. If you do not consider it reasonable for me/us to be released, you must notify me/us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice, or I/we will be released in any event. You may withdraw your objection at any time by notifying me/us in writing. *{see Notes 4–6 overleaf}*

6. All correspondence about this notice should be sent to the former landlord/former landlord's agent at the address given below.

Date Signature of former landlord/agent,

Name and address of former landlord

.....
.....

{continued over}

¹ Delete alternative as appropriate.

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

[Name and address of agent
.....
.....]

NOTES TO PART I

Release of former landlord

1. Your landlord is about to transfer his interest, or part of it, to a new landlord, or has just done so, and a former landlord of the property is applying to be released from his obligations, from which he was not released when he transferred the landlord's interest himself. You have a number of options: you may expressly agree to the former landlord's being released; you may object to his being released (with the option of withdrawing your objection later); or you may do nothing, in which case the former landlord will automatically be released, with effect from the date of the present transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to oppose release, you must act within four weeks of the giving of the notice.

Validity of notice

2. The former landlord is required to give this notice either before the transfer by the present landlord takes place or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to release

3. If you are content for the former landlord to be released, you may notify him of this using Part II of this Form, and the former landlord will then automatically be released as from the date of the present transfer. If you do this, you may not later change your mind and object.

Objecting to release

4. If you think that it is not reasonable for the former landlord to be released, you may object to release by notifying the former landlord, using Part II of this Form. You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying the former landlord *in writing* that you now consent to his being released and that your objection is withdrawn.

5. If you object within the time limit, the former landlord will only be released if *either* he applies to a court and the court decides that it is reasonable for him to be released, *or* you withdraw your objection by a notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for the former landlord to be released, or if you withdraw your objection late, you may have to pay costs.

PART II TENANT'S RESPONSE TO FORMER LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY(Landlord and Tenant (Covenants) Act 1995, section 8)

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

To [name and address]:
.....

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995.

2. It relates to (address and description of property)

let under a lease dated and made between

.....
.....
of which you were formerly landlord.

3. You have applied to be released from the landlord's obligations under the tenancy with effect from the date of a [proposed transfer] [transfer on] of the landlord's interest.

4.² I/we agree to your being released from the landlord's obligations with effect from the date of that transfer. *[see Note 1 overleaf]*

OR

4. I/we do **not** consider it reasonable that you should be released from the landlord's obligations, and object to your being so released. *[see Notes 2 and 3 overleaf]*

5. All correspondence about this notice should be sent to the tenant/tenant's agent at the address given below.

Date Signature of tenant/tenant's agent

Name and address of tenant

Name and address of agent

1 Delete alternative as appropriate.

2 The tenant should select one version of paragraph 4 and cross out the other.

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

NOTES TO PART II

Agreement to release

1. If the tenant has indicated agreement in paragraph 4 of the notice, you will automatically be released from the landlord's obligations under the tenancy with effect from the date of the transfer by the present landlord.

Objection to release

2. If the tenant has indicated an objection in paragraph 4 of the notice, you will not be released unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is reasonable for you to be released, and the court so declares. If you are not released, you may still apply for release when the reversion, or part of it, is next assigned, and it may therefore be sensible to make arrangements for you to be informed when the present landlord's transferee intends to transfer the landlord's interest in his turn.

Validity of notice of objection

3. A notice of objection by the tenant is only valid if he has given it to you within the period of four weeks beginning with the date on which you gave him your notice applying for release. If you are in any doubt, you should seek advice before applying to the court.

FORM 6PART IFORMER LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY (FORMER LANDLORD HAVING ASSIGNED PART OF REVERSION)(Landlord and Tenant (Covenants) Act 1995, section 7 and 8)

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

To [name and address]:
.....

IMPORTANT THIS NOTICE IS INTENDED TO RELEASE THE FORMER LANDLORD OF THE PROPERTY PARTIALLY FROM HIS OBLIGATIONS UNDER YOUR TENANCY. IF YOU CONSIDER THAT THERE IS GOOD REASON FOR THE FORMER LANDLORD NOT TO BE RELEASED, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995. *{see Note 1 overleaf}*

2. It relates to (address and description of property)
.....

let under a lease dated and made between
.....

of which you are the tenant.

3. I/we was/were formerly landlord of the property of which you are tenant and remained bound by all the landlord's obligations under the tenancy after transferring part of the landlord's interest, namely.....

The landlord's interest, or part of it [is about to be transferred] [was transferred on]¹. I/we wish to be released from my/our obligations with effect from the date of that transfer. *{see Note 2 overleaf}*

4. If you consider that it is reasonable for me/us to be released, you do not need to do anything, but it would help me/us if you notify me/us using Part II of this Form. *{see Note 3 overleaf}*

5. If you do not consider it reasonable for me/us to be released, you must notify me/us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice, or I/we will be released in any event. You may withdraw your objection at any time by notifying me/us in writing. *{see Notes 4-6 overleaf}*

6. All correspondence about this notice should be sent to the former landlord/former landlord's agent at the address given below.

Date Signature of former landlord/agent

Name and address of former landlord

.....
.....

{continued over}

1 Delete alternative as appropriate.

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

[Name and address of agent:
.....
.....]

NOTES TO PART I

Release of former landlord

1. Your landlord is about to transfer his interest, or part of it, to a new landlord, or has just done so, and a former landlord of the property is applying to be released from his obligations in relation to part of the landlord's interest, from which he was not released when he transferred that part himself. You have a number of options. you may expressly agree to the former landlord's being released; you may object to his being released (with the option of withdrawing your objection later); or you may do nothing, in which case the former landlord will automatically be released, with effect from the date of the present transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to oppose release, you must act within four weeks of the giving of the notice.

Validity of notice

2. The former landlord is required to give this notice either before the transfer by the present landlord takes place or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to release

3. If you are content for the former landlord to be released, you may notify him of this using Part II of this Form, and the former landlord will then automatically be released as from the date of the present transfer. If you do this, you may not later change your mind and object.

Objecting to release

4. If you think that it is not reasonable for the former landlord to be released, you may object to release by notifying the former landlord, using Part II of this Form. You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying the former landlord *in writing* that you now consent to his being released and that your objection is withdrawn.

5. If you object within the time limit, the former landlord will only be released *if either* he applies to a court and the court decides that it is reasonable for him to be released, *or* you withdraw your objection by a notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for the former landlord to be released, or if you withdraw your objection late, you may have to pay costs.

PART II TENANT'S RESPONSE TO FORMER LANDLORD'S NOTICE APPLYING FOR RELEASE FROM LANDLORD COVENANTS OF A TENANCY (FORMER LANDLORD HAVING ASSIGNED PART OF REVERSION)(Landlord and Tenant (Covenants) Act 1995, section 8)

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

To [name and address]:
.....

- 1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995.
- 2. It relates to (address and description of property)

let under a lease dated and made between
.....
.....
of which you were formerly landlord.

- 3. You remain bound by the landlord's obligations under the tenancy in relation to a part of the landlord's interest which you previously assigned, namely

You have applied to be released from those obligations, to the extent that they relate to that part, with effect from the date of a [proposed transfer] (transfer on)¹ of the landlord's interest.

- 4.² I/we agree to your being released from the landlord's obligations to that effect from the date of that transfer. *[see Note 1 overleaf]*

OR

- 4. I/we do **not** consider it reasonable that you should be released from the landlord's obligations, and object to your being so released. *[see Notes 2 and 3 overleaf]*

- 5. All correspondence about this notice should be sent to the tenant/tenant's agent at the address given below.

Date Signature of tenant/tenant's agent

Name and address of tenant

[Name and address of agent

.....]

1 Delete alternative as appropriate.

2 The tenant should select one version of paragraph 4 and cross out the other.

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

NOTES TO PART II

Agreement to release

1. If the tenant has indicated agreement in paragraph 4 of the notice, you will automatically be released from the landlord's obligations under the tenancy to the appropriate extent with effect from the date of the transfer by the present landlord.

Objection to release

2. If the tenant has indicated an objection in paragraph 4 of the notice, you will not be released unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is reasonable for you to be released, and the court so declares. If you are not released, you may still apply for release when the reversion, or part of it, is next transferred, and it may therefore be sensible to make arrangements for you to be informed when the present landlord's transferee intends to transfer the landlord's interest in his turn.

Validity of notice of objection

3. A notice of objection by the tenant is only valid if he has given it to you within the period of four weeks beginning with the date on which you gave him your notice applying for release. If you are in any doubt, you should seek advice before applying to the court.

FORM 7PART IJOINT NOTICE BY TENANT AND ASSIGNEE FOR BINDING APPORTIONMENT OF LIABILITY UNDER NON-ATTRIBUTABLE TENANT COVENANTS OF A TENANCY ON ASSIGNMENT OR PART OF PROPERTY(Landlord and Tenant (Covenants) Act 1995, sections 9 and 10)

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

To [name and address]:
.....

IMPORTANT THIS NOTICE IS INTENDED TO AFFECT THE WAY IN WHICH YOU CAN ENFORCE THE TENANT'S OBLIGATIONS UNDER THE TENANCY AS BETWEEN THE TENANT AND THE NEW TENANT. IF YOU CONSIDER THAT THERE IS GOOD REASON WHY YOU SHOULD NOT BE BOUND BY THEIR AGREEMENT, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 10 of the Landlord and Tenant (Covenants) Act 1995. *{see Note 1 overleaf}*

2. It relates to (address and description of property)

let under a lease dated and made between

of which you are the landlord.¹

3. We are the parties to a [proposed transfer] [transfer on]² of part of the property comprised in the tenancy, namely

We are jointly and severally liable to perform the obligation(s) specified in the attached Schedule, and have agreed to divide that liability between us in the manner specified in the Schedule.³ We wish this agreement to be binding on you as well as between us, with effect from the date of the transfer. *{see Note 2 overleaf}*

4. If you consider that it is reasonable for you to be bound by this agreement, you do not need to do anything, but it would help us if you notify us using Part II of this Form. *{see Note 3 overleaf}*

5. If you do **not** consider it reasonable for you to be bound by this agreement, you **must** notify both of us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice. You may withdraw your objection at any time by notifying us in writing. *{see Notes 4-6 overleaf}*

{continued over}

1 "Landlord", for these purposes, includes any person for the time being entitled to enforce the obligations in question (for example, a management company).

2 Delete alternative as appropriate.

3 The Schedule must be in writing, and must specify the nature of the obligation, the term or condition of the Lease or other instrument under which it arises and the manner in which liability to perform it is divided under the agreement (for example, an obligation to pay service charge under a specific provision of the lease might be divided equally). It may be helpful to attach a copy of the agreement to the notice.

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

6. All correspondence about this notice should be copied, one copy sent to each of the parties to the agreement, at the addresses given below.

Signature of tenant/tenant's agent

Name and address of tenant

.....

.....

[Name and address of agent

.....

.....]

Signature of new tenant/agent

Name and address of new tenant

.....

.....

[Name and address of agent

.....

.....]

Date

NOTES TO PART I

Apportionment of liability

1. The tenant is about to transfer, or has just transferred, part of his interest to a new tenant, but they are jointly and severally liable for a particular obligation or obligations covering the whole of the property. They have agreed to divide that liability between them, and are applying for you as the landlord to be bound as well, so that you can only enforce the liability against each of them as set out in their agreement. If you are bound, any subsequent landlord to whom you may transfer your interest will also be bound. You have a number of options: you may expressly agree to be bound; you may object to being bound (with the option of withdrawing your objection later); or you may do nothing, in which case you will automatically be bound, with effect from the date of the transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to object, you must act within four weeks of the giving of the notice.

Validity of notice

2. This notice must be given either before the transfer or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to be bound

3. If you are content to be bound, you may notify the tenant and new tenant using Part II of this Form (sending a copy to each of them), and all of you will be bound with effect from the date of the transfer. If you do this, you may not later change your mind and object.

[continued over]

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

Objecting to being bound

4. If you think that it is not reasonable for you to be bound, you may object by notifying the tenant and new tenant, using Part II of this Form (sending a copy to each of them). You must, however, do this within four weeks of the date of the giving of this notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying *both* the tenant and new tenant *in writing* that you now consent to be bound and that your objection is withdrawn.

5. If you object within the time limit, the apportionment will only bind you if *either* the tenant and new tenant apply to a court and the court decides that it is reasonable for you to be bound, *or* you withdraw your objection by notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for you to be bound, *or* if you withdraw your objection late, you may have to pay costs.

PART IILANDLORD'S RESPONSE TO JOINT NOTICE BY TENANT AND ASSIGNEE SEEKING BINDING APPORTIONMENT OF LIABILITY UNDER NON-ATTRIBUTABLE TENANT COVENANTS OF A TENANCY ON ASSIGNMENT OF PART OF PROPERTY(Landlord and Tenant (Covenants) Act 1995, section 10)

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

To [name and address]:

And [name and address]:

- 1. This notice is given under section 10 of the Landlord and Tenant (Covenants) Act 1995.
- 2. It relates to (address and description of property)

let under a lease dated and made between

.....

of which I/we am/are the landlord.¹

3. You have applied for me/us to be bound by your agreement to divide liability between you with effect from the [proposed transfer] [transfer on]² of part of the property comprised in the tenancy.

4.³ I/we agree to be bound by your agreement with effect from the date of the transfer. *{see Note 1 overleaf}*

OR

4. I/we do **not** consider it reasonable that I/we should be bound by your agreement, and object to being so bound. *{see Notes 2 and 3 overleaf}*

6. All correspondence about this notice should be sent to the landlord/landlord's agent at the address given below.

Date Signature of landlord/landlord's agent

Name and address of landlord

.....

.....

[Name and address of agent

.....

.....]

{continued overleaf}

1 "Landlord", for these purposes, includes any person for the time being entitled to enforce the obligations in question (for example, a management company).

2 Delete alternative as appropriate.

3 The landlord should select one version of paragraph 4 and cross out the other.

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

NOTES TO PART II

Agreement to be bound

1. If the landlord has indicated agreement in paragraph 3 of the notice, he will automatically be bound by your agreement, with effect from the date of the transfer. Any subsequent landlord will also be bound.

Objection to being bound

2. If the landlord has indicated an objection in paragraph 3 of the notice, he will not be bound by your agreement unless *either* the landlord later withdraws his objection *or* you apply to the County Court to declare that it is reasonable for him to be bound, and the court so declares.

Validity of notice of objection

3. A notice of objection by the landlord is only valid if he has given it to each of you within the period of four weeks beginning with the date on which you gave him your notice applying for your agreement to become binding on him. If you are in any doubt, you should seek advice before applying to the court.

FORM 8PART IJOINT NOTICE BY LANDLORD AND ASSIGNEE FOR BINDING APPORTIONMENT OF LIABILITY UNDER NON-ATTRIBUTABLE LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF PART OF REVERSION(Landlord and Tenant (Covenants) Act 1995, sections 9 and 10)

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

To [name and address]:
.....

IMPORTANT THIS NOTICE IS INTENDED TO AFFECT THE WAY IN WHICH YOU CAN ENFORCE THE LANDLORD'S OBLIGATIONS UNDER THE TENANCY AS BETWEEN THE LANDLORD AND THE NEW LANDLORD. IF YOU CONSIDER THAT THERE IS GOOD REASON WHY YOU SHOULD NOT BE BOUND BY THEIR AGREEMENT, YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES OVERLEAF CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, SEEK ADVICE IMMEDIATELY, FOR INSTANCE FROM A SOLICITOR OR CITIZENS ADVICE BUREAU.

1. This notice is given under section 10 of the Landlord and Tenant (Covenants) Act 1995. *[see Note 1 overleaf]*

2. It relates to (address and description of property)

let under a lease dated and made between

of which you are the tenant.

3. We are the parties to a [proposed transfer; [transfer on]¹ of the landlord's interest in part of the property comprised in the tenancy, namely

We are jointly and severally liable to perform the obligation(s) specified in the attached Schedule, and have agreed to divide that liability between us in the manner specified in the Schedule.² We wish this agreement to be binding on you as well as between us, with effect from the date of the transfer. *[see Note 2 overleaf]*

4. If you consider that it is reasonable for you to be bound by this agreement, you do not need to do anything, but it would help us if you notify us using Part II of this Form. *[see Note 3 overleaf]*

5. If you do **not** consider it reasonable for you to be bound by this agreement, you **must** notify both of us of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the giving of this notice. You may withdraw your objection at any time by notifying us in writing. *[see Notes 4-6 overleaf]*

[continued over]

1 Delete alternative as appropriate.

2 The Schedule must be in writing, and must specify the nature of the obligation, the term or condition of the Lease or other instrument under which it arises and the manner in which liability to perform it is divided under the agreement. It may be helpful to attach a copy of the agreement to the notice.

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

6. All correspondence about this notice should be copied, and one copy sent to each of the parties to the agreement, at the addresses given below.

Signature of landlord/landlord's agent

Name and address of landlord

.....
.....

[Name and address of agent

.....
.....]

Signature of new landlord/agent

Name and address of new landlord

.....
.....

[Name and address of agent

.....
.....]

Date

NOTES TO PART I

Apportionment of liability

1. The landlord is about to transfer, or has just transferred, part of his interest to a new landlord, but they are jointly and severally liable for a particular obligation or obligations covering the whole of the property. They have agreed to divide that liability between them, and are applying for you as tenant to be bound as well, so that you can only enforce the liability against each of them as set out in their agreement. If you are bound, any subsequent tenant to whom you may transfer your interest will also be bound. You have a number of options: you may expressly agree to be bound; you may object to being bound (with the option of withdrawing your objection later); or you may do nothing, in which case you will automatically be bound, with effect from the date of the transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to object, you must act within four weeks of the giving of the notice.

Validity of notice

2. This notice must be given either before the transfer or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to be bound

3. If you are content to be bound, you may notify the landlord and new landlord using Part II of this Form (sending a copy to each of them), and all of you will be bound with effect from the date of the transfer. If you do this, you may not later change your mind and object.

[continued over]

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

Objecting to being bound

4. If you think that it is not reasonable for you to be bound, you may object by notifying the landlord and new landlord, using Part II of this Form (sending a copy to each of them). You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying *both* the landlord and new landlord *in writing* that you now consent to be bound and that your objection is withdrawn.

5. If you object within the time limit, the apportionment will only bind you if *either* the landlord and new landlord apply to a court and the court decides that it is reasonable for you to be bound, *or* you withdraw your objection by notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for you to be bound, *or* if you withdraw your objection late, you may have to pay costs.

PART II TENANT'S RESPONSE TO JOINT NOTICE BY LANDLORD AND ASSIGNEE SEEKING BINDING APPORTIONMENT OF LIABILITY UNDER NON-ATTRIBUTABLE LANDLORD COVENANTS OF A TENANCY ON ASSIGNMENT OF PART OF REVERSION(Landlord and Tenant (Covenants) Act 1995, section 10)

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

To [name and address]:
.....

And [name and address]:
.....

1. This notice is given under section 10 of the Landlord and Tenant (Covenants) Act 1995.

2. It relates to (address and description of property)
.....

let under a lease dated and made between
.....

of which I/we am/are the tenant.

3. You have applied for me/us to be bound by your agreement to divide liability between you with effect from the [proposed transfer] [transfer on]¹ of part of the landlord's interest in the property comprised in the tenancy.

4.² I/we agree to be bound by your agreement with effect from the date of the transfer. {see Note 1 overleaf}

OR

4. I/we do not consider it reasonable that I/we should be bound by your agreement and object to being so bound. {see Notes 2 and 3 overleaf}

6. All correspondence about this notice should be sent to the tenant/tenant's agent at the address given below.

Date Signature of tenant/tenant's agent

Name and address of tenant
.....
.....

[Name and address of agent
.....
.....]

{continued over}

1 Delete alternative as appropriate.

2 The tenant should select one version of paragraph 4 and cross out the other.

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

NOTES TO PART II

Agreement to be bound

1. If the tenant has indicated agreement in paragraph 3 of the notice, he will automatically be bound by your agreement, with effect from the date of the transfer. Any subsequent tenant will also be bound.

Objection to being bound

2. If the tenant has indicated an objection in paragraph 3 of the notice, he will not be bound by your agreement unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is reasonable for him to be bound, and the court so declares.

Validity of notice of objection

3. A notice of objection by the tenant is only valid if he has given it to each of you within the period of four weeks beginning with the date on which you gave him your notice applying for your agreement to become binding on him. If you are in any doubt, you should seek advice before applying to the court.

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations prescribe the forms of notices to be used for the purposes of the Landlord and Tenant (Covenants) Act 1995. The forms are to be used for—

- notification by a landlord to a former tenant or guarantor who remains liable in respect of a covenant of the tenancy to pay a fixed charge, that sums for which he is liable under that covenant have become due and remain unpaid; and that the landlord intends to recover them from that person (Form 1);
- further notification by a landlord to a former tenant or guarantor, that a sum payable in respect of a fixed charge of which he has been given notice has now been determined to be greater than specified in the original notice, and that the landlord intends to recover the greater sum from that person (Form 2);
- a landlord's application for release from the covenants in the tenancy on assignment of his interest and for the tenant's response to this application (Form 3);
- a landlord's application for release from the covenants in the tenancy to the appropriate extent on assignment of part of his interest and for the tenant's response to this application (Form 4);
- a former landlord's application for release from the covenants in the tenancy on a subsequent assignment of the landlord's interest or part of it and for the tenant's response to this application (Form 5);
- a former landlord's application for release from the covenants in the tenancy to the appropriate extent on a subsequent assignment of the landlord's interest or part of it, where the former landlord assigned only part of the reversion, and for the tenant's response to this application (Form 6);

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

- an application by a tenant who assigns only part of his interest and the assignee to make an apportionment of their liability under certain covenants of the tenancy binding on the other party to the tenancy, and for the other party's response to this application (Form 7);
- in application by a landlord who assigns only part of his interest and the assignee to make an apportionment of their liability under certain covenants of the tenancy binding on the other party to the tenancy, and for the other party's response to this application (Form 8).

Reproductions or facsimiles of the notices may be used provided that they are substantially in the same form as prescribed in the Schedule to the regulations, including the notes.