



Agricultural Holdings (Scotland) Act 2003

2003 asp 11

PART 1

AGRICULTURAL TENANCIES

CHAPTER 2

GENERAL PROVISION AS TO NEW TYPES OF TENANCY

Succession to short limited duration tenancies and limited duration tenancies

22 Right of landlord to object to acquirer of tenancy

- (1) A person to whom a lease constituting a short limited duration tenancy or a limited duration tenancy is transferred under section 16 (provisions relating to leases) of the 1964 Act must give notice of the transfer to the landlord within 21 days of the transfer or (where that is not possible) as soon as practicable thereafter; and the lease is, subject to subsections (2) and (3), binding on the landlord and that person as landlord and tenant respectively as from the date of the transfer if such notice is given.
- (2) Subsections (2) to (4) of section 12 (right of landlord to object to acquirer of lease) of the 1991 Act apply in relation to subsection (1) as they do in relation to subsection (1) of that section, but as if—
 - (a) in subsection (2), the reference to notice given under subsection (1) of that section were a reference to notice given under subsection (1) above;
 - (b) in subsection (4), the reference to proceeding under that section were a reference to proceedings by virtue of this section; and
 - (c) the references in those subsections to the acquirer were references to the person to whom the lease constituting the tenancy is transferred as mentioned in subsection (1) above.
- (3) Where a lease constituting a short limited duration tenancy or a limited duration tenancy is transferred to a person under subsections (4A) and (4B)(b) of section 16 of the 1964 Act, the landlord is entitled to acquire the person's interest in the lease provided that—

Status: *This is the original version (as it was originally enacted).*

- (a) the landlord gives the person notice—
 - (i) in writing; and
 - (ii) within 30 days of the giving of the notice under subsection (1),
of the landlord's intention to acquire that interest; and
- (b) the terms upon which the landlord acquires that interest are no less favourable to the person than any reasonable terms upon which the lease was transferred to the person.