



Long Leases (Scotland) Act 2012

2012 asp 9

PART 4

COMPENSATION FOR LOSS OF LANDLORD'S RIGHTS

Additional payment

51 Extinguished rights

- (1) The rights referred to in section 50(1) are—
- (a) any right to a rent to the extent that such right is expressed wholly or partly in non-monetary terms,
 - (b) any right to have the amount payable as rent reviewed or increased from time to time,
 - (c) any right to a rent to the extent that the amount payable is variable from year to year,
 - (d) any right to receive a premium (other than a renewal premium which satisfies the condition in section 49(1)(b)) in return for renewing the lease after a fixed period, where, by virtue of section 71(1)(b) such a renewal is required in order for the lease to comply with section 1(3)(b) and (c),
 - (e) any right to resume natural possession of the land subject to a lease upon expiry of the lease, provided that the lease would expire no later than the end of the period of 200 years beginning with the appointed day,
 - (f) any right, other than a right of pre-emption, enabling a lease to be terminated earlier than the date on which the lease would otherwise expire, providing that such right—
 - (i) is exercisable no later than the end of the period of 200 years beginning with the appointed day,
 - (ii) is not a provision of the lease purporting to terminate the lease, or entitling the landlord to terminate it, in the event of a failure of the tenant to comply with any provision of the lease,
 - (iii) is not a provision of the lease deeming such a failure to be a material breach of contract, and
 - (iv) does not become a real burden by virtue of section 16, 19 or 23, and

Status: This is the original version (as it was originally enacted).

- (g) any right to development value, providing that such right does not become a real burden by virtue of section 16 or 19.

(2) In this Part—

“development value” means any significant increase in the value of a lease arising as a result of the subjects of the lease becoming free to be used, or dealt with, in some way not permitted under the lease, and

any reference to a “right to development value” means a right to the benefit of any development value of a lease where—

- (a) the lease was granted subject to a condition, enforceable by the landlord, reserving to the landlord the benefit (whether wholly or in part) of any development value, and
- (b) the consideration (including rent) paid for, or payable under, the lease was—
 - (i) nominal, or
 - (ii) significantly lower than it would have been had the lease not been subject to the condition.