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STATUTORY INSTRUMENTS

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**2004 No. 1005**

**LANDLORD AND TENANT,  
ENGLAND AND WALES**

**The Landlord and Tenant Act 1954,  
Part 2 (Notices) Regulations 2004**

*Made* - - - - 30th March 2004  
*Laid before Parliament* 6th April 2004  
*Coming into force* - - 1st June 2004

The First Secretary of State, as respects England, and the National Assembly for Wales, as respects Wales, in exercise of the powers conferred by section 66 of the Landlord and Tenant Act 1954 (1) (including that section as it has effect as mentioned in section 22(5) of the Leasehold Reform Act 1967), and of all other powers enabling them in that behalf, hereby make the following Regulations:

**Citation and commencement**

1. These Regulations may be cited as the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 and shall come into force on 1st June 2004.

**Interpretation**

2.—(1) In these Regulations—

“the Act” means the Landlord and Tenant Act 1954(2); and

“the 1967 Act” means the Leasehold Reform Act 1967(3).

(2) Any reference in these Regulations to a numbered form (in whatever terms) is a reference to the form bearing that number in Schedule 2 to these Regulations or a form substantially to the same effect.

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(1) 1954 c. 56. The functions of the Secretary of State under section 66 (including that section as it has effect as mentioned in section 22(5) of the Leasehold Reform Act 1967) are, so far as exercisable in relation to Wales, transferred to the National Assembly for Wales by article 2 of, and Schedule 1 to, the National Assembly for Wales (Transfer of Functions) Order 1999 (S.I. 1999/672), to which there are amendments not relevant to these Regulations.

(2) For amendments relevant to these Regulations, see the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (S.I. 2003/3096).

(3) 1967 c. 88. Amendments to Schedule 3 relevant to these Regulations are made by S.I. 2003/3096, Schedule 5, paragraphs 10 to 13.

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**Prescribed forms, and purposes for which they are to be used.**

3. The form with the number shown in column (1) of Schedule 1 to these Regulations is prescribed for use for the purpose shown in the corresponding entry in column (2) of that Schedule.

**Revocation of Regulations**

4. The Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983<sup>(4)</sup> and the Landlord and Tenant Act 1954, Part II (Notices) (Amendment) Regulations 1989<sup>(5)</sup> are hereby revoked.

Signed by authority of the First Secretary of State

16th March 2004

*Keith Hill*  
Minister of State,  
Office of the Deputy Prime Minister

Signed on behalf of the National Assembly for Wales

30th March 2004

*D. Elis-Thomas*  
Presiding Officer of the National Assembly

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(4) S.I. 1983/133.  
(5) S.I. 1989/1548.

SCHEDULE 1

Regulations 2(2) and 3

PRESCRIBED FORMS, AND PURPOSES FOR WHICH THEY ARE TO BE USED

<i>(1)</i> Form number	<i>(2)</i> Purpose for which to be used
1	Ending a tenancy to which Part 2 of the Act applies, where the landlord is not opposed to the grant of a new tenancy (notice under section 25 of the Act).
2	Ending a tenancy to which Part 2 of the Act applies, where— (a) the landlord is opposed to the grant of a new tenancy (notice under section 25 of the Act); and (b) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease..
3	Tenant’s request for a new tenancy of premises where Part 2 of the Act applies (notice under section 26 of the Act).
4	Landlord’s notice activating tenant’s duty under section 40(1) of the Act to give information as to his or her occupation of the premises and as to any sub-tenancies.
5	Tenant’s notice activating duty under section 40(3) of the Act of reversioner or reversioner’s mortgagee in possession to give information about his or her interest in the premises.
6	Withdrawal of notice given under section 25 of the Act ending a tenancy to which Part 2 of the Act applies (notice under section 44 of, and paragraph 6 of Schedule 6 to, the Act).
7	Ending a tenancy to which Part 2 of the Act applies, where the landlord is opposed to the grant of a new tenancy but where the tenant may be entitled under the 1967 Act to buy the freehold or an extended lease (notice under section 25 of the Act and paragraph 10 of Schedule 3 to the 1967 Act).
8	Ending a tenancy to which Part 2 of the Act applies, where: (a) the notice under section 25 of the Act contains a copy of a certificate given under section 57 of the Act that the use or occupation of the property or part of it is to be changed by a specified date;

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<i>(1)</i> Form number	<i>(2)</i> Purpose for which to be used
	<ul style="list-style-type: none"> <li>(b) the date of termination of the tenancy specified in the notice is not earlier than the date specified in the certificate; and</li> <li>(c) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease.</li> </ul>
9	<p>Ending a tenancy to which Part 2 of the Act applies, where:</p> <ul style="list-style-type: none"> <li>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 57 of the Act that the use or occupation of the property or part of it is to be changed at a future date;</li> <li>(b) the date of termination of the tenancy specified in the notice is earlier than the date specified in the certificate;</li> <li>(c) the landlord opposes the grant of a new tenancy; and</li> <li>(d) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease.</li> </ul>
10	<p>Ending a tenancy to which Part 2 of the Act applies, where:</p> <ul style="list-style-type: none"> <li>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 57 of the Act that the use or occupation of the property or part of it is to be changed at a future date;</li> <li>(b) the date of termination of the tenancy specified in the notice is earlier than the date specified in the certificate;</li> <li>(c) the landlord does not oppose the grant of a new tenancy; and</li> <li>(d) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease.</li> </ul>
11	<p>Ending a tenancy to which Part 2 of the Act applies, where the notice under section 25 of the Act contains a copy of a certificate given under section 58 of the Act that for reasons of national security it is necessary that the use or occupation of the property should be discontinued or changed.</p>
12	<p>Ending a tenancy to which Part 2 of the Act applies, where—</p> <ul style="list-style-type: none"> <li>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 58 of the Act (as applied by section 60 of the Act) that it is necessary</li> </ul>

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(1) Form number	(2) Purpose for which to be used
	<p>or expedient for achieving the purpose mentioned in section 2(1) of the Local Employment Act 1972<sup>(6)</sup> that the use or occupation of the property should be changed; and</p> <p>(b) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease.</p>
13	<p>Ending a tenancy to which Part 2 of the Act applies, where:</p> <p>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 57 of the Act that the use or occupation of the property or part of it is to be changed by a specified date; and</p> <p>(b) the date of termination of the tenancy specified in the notice is not earlier than the date specified in the certificate; and</p> <p>(c) the tenant may be entitled under the 1967 Act to buy the freehold or an extended lease.</p>
14	<p>Ending a tenancy to which Part 2 of the Act applies, where:</p> <p>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 57 of the Act that the use or occupation of the property or part of it is to be changed at a future date;</p> <p>(b) the date of termination of the tenancy specified in the notice is earlier than the date specified in the certificate; and</p> <p>(c) the tenant may be entitled under the 1967 Act to buy the freehold or an extended lease the landlord opposes the grant of a new tenancy.</p>
15	<p>Ending a tenancy to which Part 2 of the Act applies, where:</p> <p>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 58 of the Act (as applied by section 60 of the Act) that it is necessary or expedient for achieving the purpose mentioned in section 2(1) of the Local</p>

(6) 1972 c. 5. Section 2(1) was repealed by the Industry Act 1972 (c. 63), except as applied by section 60(1) of the Landlord and Tenant Act 1954; see Part 1 of Schedule 4 to the Industry Act 1972. Its application continues by virtue of paragraph 2(a) of Part 2 of Schedule 2 to the Industrial Development Act 1982 (c. 52).

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(1) Form number	(2) Purpose for which to be used
	<p>Employment Act 1972<sup>(7)</sup> that the use or occupation of the property should be changed; and</p> <p>(b) the tenant may be entitled under the 1967 Act to buy the freehold or an extended lease the landlord opposes the grant of a new tenancy.</p>
16	<p>Ending a tenancy of Welsh Development Agency premises where—</p> <p>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 58 of the Act (as applied by section 60A of the Act) that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed; and</p> <p>(b) the tenant is not entitled under the 1967 Act to buy the freehold or an extended lease.</p>
17	<p>Ending a tenancy of Welsh Development Agency premises where:</p> <p>(a) the notice under section 25 of the Act contains a copy of a certificate given under section 58 of the Act (as applied by section 60A of the Act) that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed; and</p> <p>(b) the tenant may be entitled under the 1967 Act to buy the freehold or an extended lease.</p>

(7) 1972 c. 5. Section 2(1) was repealed by the Industry Act 1972 (c. 63), except as applied by section 60(1) of the Landlord and Tenant Act 1954; see Part 1 of Schedule 4 to the Industry Act 1972. Its application continues by virtue of paragraph 2(a) of Part 2 of Schedule 2 to the Industrial Development Act 1982 (c. 52).

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SCHEDULE 2

Regulation 2(2)

PRESCRIBED FORMS

Form 1

**LANDLORD'S NOTICE ENDING A BUSINESS  
TENANCY WITH PROPOSALS FOR A NEW ONE**

**Form 1**

**LANDLORD'S NOTICE ENDING A BUSINESS TENANCY WITH  
PROPOSALS FOR A NEW ONE**

Section 25 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD:** If you are willing to grant a new tenancy, complete this form and send it to the tenant. If you wish to oppose the grant of a new tenancy, use form 2 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 or, where the tenant may be entitled to acquire the freehold or an extended lease, form 7 in that Schedule, instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice applies to the following property: *(insert address or description of property)*.
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy on *(insert date)*.
3. I am not opposed to granting you a new tenancy. You will find my proposals for the new tenancy, which we can discuss, in the Schedule to this notice.
4. If we cannot agree on all the terms of a new tenancy, either you or I may ask the court to order the grant of a new tenancy and settle the terms on which we cannot agree.
5. If you wish to ask the court for a new tenancy you must do so by the date in paragraph 2, unless we agree in writing to a later date and do so before the date in paragraph 2.
6. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*\*(delete if inapplicable)*

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## SCHEDULE

### LANDLORD'S PROPOSALS FOR A NEW TENANCY

*(attach or insert proposed terms of the new tenancy)*

#### IMPORTANT NOTE FOR THE TENANT

**This Notice is intended to bring your tenancy to an end. If you want to continue to occupy your property after the date specified in paragraph 2 you must act quickly. If you are in any doubt about the action that you should take, get advice immediately from a solicitor or a surveyor.**

**The landlord is prepared to offer you a new tenancy and has set out proposed terms in the Schedule to this notice. You are not bound to accept these terms. They are merely suggestions as a basis for negotiation. In the event of disagreement, ultimately the court would settle the terms of the new tenancy.**

**It would be wise to seek professional advice before agreeing to accept the landlord's terms or putting forward your own proposals.**

#### NOTES

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003).

##### *Ending of tenancy and grant of new tenancy*

This notice is intended to bring your tenancy to an end on the date given in paragraph 2. Section 25 contains rules about the date that the landlord can put in that paragraph.

However, your landlord is prepared to offer you a new tenancy and has set out proposals for it in the Schedule to this notice (section 25(8)). You are not obliged to accept these proposals and may put forward your own.

If you and your landlord are unable to agree terms either one of you may apply to the court. You may not apply to the court if your landlord has already done so (section 24(2A)). If you wish to apply to the court you must do so by the date given in paragraph 2 of this notice, unless you and your landlord have agreed in writing to extend the deadline (sections 29A and 29B).

The court will settle the rent and other terms of the new tenancy or those on which you and your landlord cannot agree (sections 34 and 35). If you apply to the court your tenancy will continue after the date shown in paragraph 2 of this notice while your application is being considered (section 24).

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.



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*Negotiating a new tenancy*

Most tenancies are renewed by negotiation. You and your landlord may agree in writing to extend the deadline for making an application to the court while negotiations continue. Either you or your landlord can ask the court to fix the rent that you will have to pay while the tenancy continues (sections 24A to 24D).

You may only stay in the property after the date in paragraph 2 (or if we have agreed in writing to a later date, that date), if by then you or the landlord has asked the court to order the grant of a new tenancy.

If you do try to agree a new tenancy with your landlord remember:

- that your present tenancy will not continue after the date in paragraph 2 of this notice without the agreement in writing mentioned above, unless you have applied to the court or your landlord has done so, and
- that you will lose your right to apply to the court once the deadline in paragraph 2 of this notice has passed, unless there is a written agreement extending the deadline.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 2

### LANDLORD’S NOTICE ENDING A BUSINESS TENANCY AND REASONS FOR REFUSING A NEW ONE

**Form 2**

#### LANDLORD’S NOTICE ENDING A BUSINESS TENANCY AND REASONS FOR REFUSING A NEW ONE

Section 25 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD:** If you wish to oppose the grant of a new tenancy on any of the grounds in section 30(1) of the Landlord and Tenant Act 1954, complete this form and send it to the tenant. If the tenant may be entitled to acquire the freehold or an extended lease, use form 7 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*

2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy on *(insert date)*.

3. I am opposed to the grant of a new tenancy.

4. You may ask the court to order the grant of a new tenancy. If you do, I will oppose your application on the ground(s) mentioned in paragraph(s)\* of section 30(1) of that Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.

*\*(insert letter(s) of the paragraph(s) relied on)*

5. If you wish to ask the court for a new tenancy you must do so before the date in paragraph 2 unless, before that date, we agree in writing to a later date.

6. I can ask the court to order the ending of your tenancy without granting you a new tenancy. I may have to pay you compensation if I have relied only on one or more of the grounds mentioned in paragraphs (c), (f) and (g) of section 30(1). If I ask the court to end your tenancy, you can challenge my application.

7. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*(\*delete if inapplicable)*

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### IMPORTANT NOTE FOR THE TENANT

**This notice is intended to bring your tenancy to an end on the date specified in paragraph 2.**

**Your landlord is not prepared to offer you a new tenancy. You will not get a new tenancy unless you successfully challenge in court the grounds on which your landlord opposes the grant of a new tenancy.**

**If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take. If you want to challenge your landlord's refusal to renew your tenancy, get advice immediately from a solicitor or a surveyor.**

#### NOTES

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date given in paragraph 2. Section 25 contains rules about the date that the landlord can put in that paragraph.

Your landlord is not prepared to offer you a new tenancy. If you want a new tenancy you will need to apply to the court for a new tenancy and successfully challenge the landlord's grounds for opposition (see the section below headed "*Landlord's opposition to new tenancy*"). If you wish to apply to the court you must do so before the date given in paragraph 2 of this notice, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B).

If you apply to the court your tenancy will continue after the date given in paragraph 2 of this notice while your application is being considered (section 24). You may not apply to the court if your landlord has already done so (section 24(2A) and (2B)).

You may only stay in the property after the date given in paragraph 2 (or such later date as you and the landlord may have agreed in writing) if before that date you have asked the court to order the grant of a new tenancy or the landlord has asked the court to order the ending of your tenancy without granting you a new one.

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

##### *Landlord's opposition to new tenancy*

If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1). If you match the letter(s) specified in paragraph 4 of this notice with those in the first column in the Table below, you can see from the second column the ground(s) on which the landlord relies.

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<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said 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 holding.
(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 holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof 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 premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

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In this Table “the holding” means the property that is the subject of the tenancy.

In ground (c), “the landlord is the owner an interest in reversion expectant on the termination of that superior tenancy” means that the landlord has an interest in the property that will entitle him or her, when your immediate landlord’s tenancy comes to an end, to exercise certain rights and obligations in relation to the property that are currently exercisable by your immediate landlord.

If the landlord relies on ground (f), the court can sometimes still grant a new tenancy if certain conditions set out in section 31A are met.

If the landlord relies on ground (g), please note that “the landlord” may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). Where the landlord is a company and a person has a controlling interest in that company then either of them can rely on ground (g) (section 30(1A) and (1B)). A person has a “controlling interest” in a company if, had he been a company, the other company would have been its subsidiary (section 46(2)).

The landlord must normally have been the landlord for at least five years before he or she can rely on ground (g).

#### *Compensation*

If you cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court’s refusal to grant a new tenancy is based solely on one or more of grounds (e), (f) and (g). In other words, you cannot get compensation under section 37 if the court has refused your tenancy on *other* grounds, even if one or more of grounds (e), (f) and (g) also applies.

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

#### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

#### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, “Renewing and Ending Business Leases: a Guide for Tenants and Landlords”, can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 3

### TENANT'S REQUEST FOR A NEW BUSINESS TENANCY

**Form 3**

**TENANT'S REQUEST FOR A NEW BUSINESS TENANCY**

Section 26 of the Landlord and Tenant Act 1954

To *(insert name and address of landlord)*:

From *(insert name and address of tenant)*:

1. This notice relates to the following property: *(insert address or description of property)*.
2. I am giving you notice under section 26 of the Landlord and Tenant Act 1954 that I request a new tenancy beginning on *(insert date)*.
3. You will find my proposals for the new tenancy, which we can discuss, in the Schedule to this notice.
4. If we cannot agree on all the terms of a new tenancy, either you or I may ask the court to order the grant of a new tenancy and settle the terms on which we cannot agree.
5. If you wish to ask the court to order the grant of a new tenancy you must do so by the date in paragraph 2, unless we agree in writing to a later date and do so before the date in paragraph 2.
6. You may oppose my request for a new tenancy only on one or more of the grounds set out in section 30(1) of the Landlord and Tenant Act 1954. You must tell me what your grounds are within two months of receiving this notice. If you miss this deadline you will not be able to oppose renewal of my tenancy and you will have to grant me a new tenancy.
7. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Tenant] \*[On behalf of the tenant] *(\*delete whichever is inapplicable)*

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## SCHEDULE

### TENANT'S PROPOSALS FOR A NEW TENANCY

*(attach or insert proposed terms of the new tenancy)*

#### IMPORTANT NOTE FOR THE LANDLORD

**This notice requests a new tenancy of your property or part of it. If you want to oppose this request you must act quickly.**

**Read the notice and all the Notes carefully. It would be wise to seek professional advice.**

#### NOTES

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Tenant's request for a new tenancy*

This request by your tenant for a new tenancy brings his or her current tenancy to an end on the day before the date mentioned in paragraph 2 of this notice. Section 26 contains rules about the date that the tenant can put in paragraph 2 of this notice.

Your tenant can apply to the court under section 24 for a new tenancy. You may apply for a new tenancy yourself, under the same section, but not if your tenant has already served an application. Once an application has been made to the court, your tenant's current tenancy will continue after the date mentioned in paragraph 2 while the application is being considered by the court. Either you or your tenant can ask the court to fix the rent which your tenant will have to pay whilst the tenancy continues (sections 24A to 24D). The court will settle any terms of a new tenancy on which you and your tenant disagree (sections 34 and 35).

##### *Time limit for opposing your tenant's request*

If you do not want to grant a new tenancy, you have two months from the making of your tenant's request in which to notify him or her that you will oppose any application made to the court for a new tenancy. You do not need a special form to do this, but the notice must be in writing and it must state on which of the grounds set out in section 30(1) you will oppose the application. If you do not use the same wording of the ground (or grounds), as set out below, your notice may be ineffective.

If there has been any delay in your seeing this notice, you may need to act very quickly. If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

##### *Grounds for opposing tenant's application*

If you wish to oppose the renewal of the tenancy, you can do so by opposing your tenant's application to the court, or by making your own application to the court for termination without renewal. However, you can only oppose your tenant's application, or apply for termination without renewal, on one or more of the grounds set out in section 30(1). These grounds are set out below. You will only be able to rely on the ground(s) of opposition that you have mentioned in your written notice to your tenant.

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In this Table “the holding” means the property that is the subject of the tenancy.

<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said 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 holding.
(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 holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof 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 premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.



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#### *Compensation*

If your tenant cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, he or she is entitled to compensation under section 37. If you have opposed your tenant's application on any of the other grounds mentioned in section 30(1), as well as on one or more of grounds (e), (f) and (g), your tenant can only get compensation if the court's refusal to grant a new tenancy is based solely on ground (e), (f) or (g). In other words, your tenant cannot get compensation under section 37 if the court has refused the tenancy on *other* grounds, even if one or more of grounds (e), (f) and (g) also applies.

If you are an authority possessing compulsory purchase powers (such as a local authority), your tenant may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

#### *Negotiating a new tenancy*

Most tenancies are renewed by negotiation and your tenant has set out proposals for the new tenancy in paragraph 3 of this notice. You are not obliged to accept these proposals and may put forward your own. You and your tenant may agree in writing to extend the deadline for making an application to the court while negotiations continue. Your tenant may not apply to the court for a new tenancy until two months have passed from the date of the making of the request contained in this notice, unless you have already given notice opposing your tenant's request as mentioned in paragraph 6 of this notice (section 29A(3)).

If you try to agree a new tenancy with your tenant, remember:

- that one of you will need to apply to the court before the date in paragraph 2 of this notice, unless you both agree to extend the period for making an application.
- that any such agreement must be in writing and must be made before the date in paragraph 2 (sections 29A and 29B).

#### *Validity of this notice*

The tenant who has given you this notice may not be the person from whom you receive rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

#### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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

## Form 4

### LANDLORD’S REQUEST FOR INFORMATION ABOUT OCCUPATION AND SUB-TENANCIES

**Form 4**

**LANDLORD’S REQUEST FOR INFORMATION ABOUT OCCUPATION AND SUB-TENANCIES**

Section 40(1) of the Landlord and Tenant Act 1954

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following premises: *(insert address or description of premises)*

2. I give you notice under section 40(1) of the Landlord and Tenant Act 1954 that I require you to provide information—

- (a) by answering questions (1) to (3) in the Table below;
- (b) if you answer “yes” to question (2), by giving me the name and address of the person or persons concerned;
- (c) if you answer “yes” to question (3), by also answering questions (4) to (10) in the Table below;
- (d) if you answer “no” to question (8), by giving me the name and address of the sub-tenant; and
- (e) if you answer “yes” to question (10), by giving me details of the notice or request.

**TABLE**

(1) Do you occupy the premises or any part of them wholly or partly for the purposes of a business that is carried on by you?
(2) To the best of your knowledge and belief, does any other person own an interest in reversion in any part of the premises?
(3) Does your tenancy have effect subject to any sub-tenancy on which your tenancy is immediately expectant?
(4) What premises are comprised in the sub-tenancy?
(5) For what term does it have effect or, if it is terminable by notice, by what notice can it be terminated?
(6) What is the rent payable under it?
(7) Who is the sub-tenant?
(8) To the best of your knowledge and belief, is the sub-tenant in occupation of the premises or of part of the premises comprised in the sub-tenancy?

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(9) Is an agreement in force excluding, in relation to the sub-tenancy, the provisions of sections 24 to 28 of the Landlord and Tenant Act 1954?
(10) Has a notice been given under section 25 or 26(6) of that Act, or has a request been made under section 26 of that Act, in relation to the sub-tenancy?

3. You must give the information concerned in writing and within the period of one month beginning with the date of service of this notice.

4. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[on behalf of the landlord] *\*delete whichever is inapplicable*

#### **IMPORTANT NOTE FOR THE TENANT**

This notice contains some words and phrases that you may not understand. The Notes below should help you, but it would be wise to seek professional advice, for example, from a solicitor or surveyor, before responding to this notice.

Once you have provided the information required by this notice, you must correct it if you realise that it is not, or is no longer, correct. This obligation lasts for six months from the date of service of this notice, but an exception is explained in the next paragraph. If you need to correct information already given, you must do so within one month of becoming aware that the information is incorrect.

The obligation will cease if, after transferring your tenancy, you notify the landlord of the transfer and of the name and address of the person to whom your tenancy has been transferred.

If you fail to comply with the requirements of this notice, or the obligation mentioned above, you may face civil proceedings for breach of the statutory duty that arises under section 40 of the Landlord and Tenant Act 1954. In any such proceedings a court may order you to comply with that duty and may make an award of damages.

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

#### *Purpose of this notice*

Your landlord (or, if he or she is a tenant, possibly your landlord's landlord) has sent you this notice in order to obtain information about your occupation and that of any sub-tenants. This information may be relevant to the taking of steps to end or renew your business tenancy.

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

*Time limit for replying*

You must provide the relevant information within one month of the date of service of this notice (section 40(1), (2) and (5)).

*Information required*

You do not have to give your answers on this form; you may use a separate sheet for this purpose. The notice requires you to provide, in writing, information in the form of answers to questions (1) to (3) in the Table above and, if you answer "yes" to question (3), also to provide information in the form of answers to questions (4) to (10) in that Table. Depending on your answer to question (2) and, if applicable in your case, questions (8) and (10), you must also provide the information referred to in paragraph 2(b), (d) and (e) of this notice. Question (2) refers to a person who owns an interest in reversion. You should answer "yes" to this question if you know or believe that there is a person who receives, or is entitled to receive, rent in respect of any part of the premises (other than the landlord who served this notice).

When you answer questions about sub-tenants, please bear in mind that, for these purposes, a sub-tenant includes a person retaining possession of premises by virtue of the Rent (Agriculture) Act 1976 or the Rent Act 1977 after the coming to an end of a sub-tenancy, and "sub-tenancy" includes a right so to retain possession (section 40(8)).

You should keep a copy of your answers and of any other information provided in response to questions (2), (8) or (10) above.

If, once you have given this information, you realise that it is not, or is no longer, correct, you must give the correct information within one month of becoming aware that the previous information is incorrect. Subject to the next paragraph, your duty to correct any information that you have already given continues for six months after you receive this notice (section 40(5)). You should give the correct information to the landlord who gave you this notice unless you receive notice of the transfer of his or her interest, and of the name and address of the person to whom that interest has been transferred. In that case, the correct information must be given to that person.

If you transfer your tenancy within the period of six months referred to above, your duty to correct information already given will cease if you notify the landlord of the transfer and of the name and address of the person to whom your tenancy has been transferred.

If you do not provide the information requested, or fail to correct information that you have provided earlier, after realising that it is not, or is no longer, correct, proceedings may be taken against you and you may have to pay damages (section 40B).

If you are in any doubt about the information that you should give, get immediate advice from a solicitor or a surveyor.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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

## Form 5

### TENANT'S REQUEST FOR INFORMATION FROM LANDLORD OR LANDLORD'S MORTGAGEE ABOUT LANDLORD'S INTEREST

#### **Form 5**

#### **TENANT'S REQUEST FOR INFORMATION FROM LANDLORD OR LANDLORD'S MORTGAGEE ABOUT LANDLORD'S INTEREST**

Section 40(3) of the Landlord and Tenant Act 1954

To: *(insert name and address of reversioner or reversioner's mortgagee in possession [see the first note below])*

From: *(insert name and address of tenant)*

1. This notice relates to the following premises: *(insert address or description of premises)*
2. In accordance with section 40(3) of the Landlord and Tenant Act 1954 I require you—
  - (a) to state in writing whether you are the owner of the fee simple in respect of the premises or any part of them or the mortgagee in possession of such an owner,
  - (b) if you answer “no” to (a), to state in writing, to the best of your knowledge and belief—
    - (i) the name and address of the person who is your or, as the case may be, your mortgagor's immediate landlord in respect of the premises or of the part in respect of which you are not, or your mortgagor is not, the owner in fee simple;
    - (ii) for what term your or your mortgagor's tenancy has effect and what is the earliest date (if any) at which that tenancy is terminable by notice to quit given by the landlord; and
    - (iii) whether a notice has been given under section 25 or 26(6) of the Landlord and Tenant Act 1954, or a request has been made under section 26 of that Act, in relation to the tenancy and, if so, details of the notice or request;
  - (c) to state in writing, to the best of your knowledge and belief, the name and address of any other person who owns an interest in reversion in any part of the premises;
  - (d) if you are a reversioner, to state in writing whether there is a mortgagee in possession of your interest in the premises; and
  - (e) if you answer “yes” to (d), to state in writing, to the best of your knowledge and belief, the name and address of the mortgagee in possession.
3. You must give the information concerned within the period of one month beginning with the date of service of this notice.
4. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Tenant] \*[on behalf of the tenant] (\*delete whichever is inapplicable)

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

### **IMPORTANT NOTE FOR LANDLORD OR LANDLORD'S MORTGAGEE**

This notice contains some words and phrases that you may not understand. The Notes below should help you, but it would be wise to seek professional advice, for example, from a solicitor or surveyor, before responding to this notice.

Once you have provided the information required by this notice, you must correct it if you realise that it is not, or is no longer, correct. This obligation lasts for six months from the date of service of this notice, but an exception is explained in the next paragraph. If you need to correct information already given, you must do so within one month of becoming aware that the information is incorrect.

The obligation will cease if, after transferring your interest, you notify the tenant of the transfer and of the name and address of the person to whom your interest has been transferred.

If you fail to comply with the requirements of this notice, or the obligation mentioned above, you may face civil proceedings for breach of the statutory duty that arises under section 40 of the Landlord and Tenant Act 1954. In any such proceedings a court may order you to comply with that duty and may make an award of damages.

### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

#### *Terms used in this notice*

The following terms, which are used in paragraph 2 of this notice, are defined in section 40(8):

“mortgagee in possession” includes a receiver appointed by the mortgagee or by the court who is in receipt of the rents and profits;

“reversioner” means any person having an interest in the premises, being an interest in reversion expectant (whether immediately or not) on the tenancy; and

“reversioner’s mortgagee in possession” means any person being a mortgagee in possession in respect of such an interest.

Section 40(8) requires the reference in paragraph 2(b) of this notice to your mortgagor to be read in the light of the definition of “mortgagee in possession”.

A mortgagee (mortgage lender) will be “in possession” if the mortgagor (the person who owes money to the mortgage lender) has failed to comply with the terms of the mortgage. The mortgagee may then be entitled to receive rent that would normally have been paid to the mortgagor.

The term “the owner of the fee simple” means the freehold owner.

The term “reversioner” includes the freehold owner and any intermediate landlord as well as the immediate landlord of the tenant who served this notice.

#### *Purpose of this notice and information required*

This notice requires you to provide, in writing, the information requested in paragraph 2(a) and (c) of the notice and, if applicable in your case, in paragraph 2(b), (d) and (e). You do not need to use a special form for this purpose.

If, once you have given this information, you realise that it is not, or is no longer, correct, you must give the correct information within one month of becoming aware that the previous information is incorrect. Subject to the last paragraph in this section of these Notes, your duty to correct any information that you have already given continues for six months after you receive this notice (section 40(5)).

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You should give the correct information to the tenant who gave you this notice unless you receive notice of the transfer of his or her interest, and of the name and address of the person to whom that interest has been transferred. In that case, the correct information must be given to that person.

If you do not provide the information requested, or fail to correct information that you have provided earlier, after realising that it is not, or is no longer, correct, proceedings may be taken against you and you may have to pay damages (section 40B).

If you are in any doubt as to the information that you should give, get advice immediately from a solicitor or a surveyor.

If you transfer your interest within the period of six months referred to above, your duty to correct information already given will cease if you notify the tenant of that transfer and of the name and address of the person to whom your interest has been transferred.

*Time limit for replying*

You must provide the relevant information within one month of the date of service of this notice (section 40(3), (4) and (5)).

*Validity of this notice*

The tenant who has given you this notice may not be the person from whom you receive rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about the validity of the notice, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 6

### LANDLORD'S WITHDRAWAL OF NOTICE TERMINATING TENANCY

#### Form 6

#### LANDLORD'S WITHDRAWAL OF NOTICE TERMINATING TENANCY

Section 44 of, and paragraph 6 of Schedule 6 to, the Landlord and Tenant Act 1954

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice is given under section 44 of, and paragraph 6 of Schedule 6 to, the Landlord and Tenant Act 1954 ("the 1954 Act").

2. It relates to the following property: *(insert address or description of property)*

3. I have become your landlord for the purposes of the 1954 Act.

4. I withdraw the notice given to you by *(insert name of former landlord)*, terminating your tenancy on *(insert date)*.

5. Please send any correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[on behalf of the landlord] *(\*delete whichever is inapplicable)*

#### IMPORTANT NOTE FOR THE TENANT

**If you have any doubts about the validity of this notice, get advice immediately from a solicitor or a surveyor.**



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#### **NOTES**

The sections and Schedule mentioned below are sections of, and a Schedule to, the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003).

##### *Purpose of this notice*

You were earlier given a notice bringing your tenancy to an end, but there has now been a change of landlord. This new notice is given to you by your new landlord and withdraws the earlier notice, which now has no effect. However, the new landlord can, if he or she wishes, give you a fresh notice with the intention of bringing your tenancy to an end (section 44 and paragraph 6 of Schedule 6)

##### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor. If this notice is *not* valid, the original notice will have effect. Your tenancy will end on the date given in that notice (stated in paragraph 4 of this notice).

##### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk) Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 7

### LANDLORD'S NOTICE ENDING A BUSINESS TENANCY (WITH REASONS FOR REFUSING A NEW TENANCY) WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY

#### Form 7

#### LANDLORD'S NOTICE ENDING A BUSINESS TENANCY (WITH REASONS FOR REFUSING A NEW TENANCY) WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY

Section 25 of the Landlord and Tenant Act 1954 and paragraph 10 of Schedule 3 to the Leasehold Reform Act 1967

**IMPORTANT NOTE FOR THE LANDLORD:** Use this form where you wish to oppose the grant of a new tenancy, and the tenant may be entitled to acquire the freehold or an extended lease. Complete this form and send it to the tenant. If you are opposed to the grant of a new tenancy, and the tenant is not entitled to acquire the freehold or an extended lease, use form 2 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy on *(insert date)*.
3. I am opposed to the grant of a new tenancy.
4. You may ask the court to order the grant of a new tenancy. If you do, I will oppose your application on the ground(s) mentioned in paragraph(s)\* of section 30(1) of that Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.  
  
\* *(insert letter(s) of the paragraph(s) relied on)*
5. If you wish to ask the court for a new tenancy you must do so by the date in paragraph 2 unless, before that date, we agree in writing to a later date
6. I can ask the court to order the ending of your tenancy without granting you a new tenancy. I may have to pay you compensation if I have relied only on one or more of the grounds mentioned in paragraph (e), (f) and (g) of section 30(1). If I ask the court to end your tenancy, you can challenge my application.
7. If you have a right under Part 1 of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice. If you have that right, and give notice of your desire to have the freehold or an extended lease within those two months, this notice will not operate, and I may take no further proceedings under Part 2 of the Landlord and Tenant Act 1954.

\*8. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17/section 18\*\* of the Leasehold Reform Act 1967, and propose to do so. If I am successful I may have to pay you compensation. (\*\*delete the reference to section 17 or section 18, as the circumstances require)

**OR**

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\*8. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17/section 18\*\* of the Leasehold Reform Act 1967, but do not propose to do so. (\*\*delete the reference to section 17 or section 18, as the circumstances require)

**OR**

\*8. If you give notice of your desire to have the freehold or an extended lease, I will not be entitled to apply to the court under section 17 or section 18 of the Leasehold Reform Act 1967.

\* DELETE TWO versions of this paragraph, as the circumstances require

\*9. I know or believe that the following persons have an interest superior to your tenancy or to be the agent concerned with the property on behalf of someone who has such an interest (*insert names and addresses*):

\* delete if inapplicable

10. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

(\*delete if inapplicable)

#### **IMPORTANT NOTE FOR THE TENANT**

This Notice is intended to bring your tenancy to an end on the date specified in paragraph 2.

**Your landlord is not prepared to offer you a new tenancy. You will not get a new tenancy unless you successfully challenge in court the grounds on which your landlord opposes the grant of a new tenancy.**

**If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take. If you want to challenge your landlord's refusal to renew your tenancy, get advice immediately from a solicitor or a surveyor.**

#### **NOTES**

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date given in paragraph 2. Section 25 contains rules about the date that the landlord can put in paragraph 2 of this notice.

Your landlord is not prepared to offer you a new tenancy. If you want a new tenancy you will need to apply to the court for a new tenancy and successfully challenge the landlord's opposition (see the section below headed "*Landlord's opposition to new tenancy*"). If you wish to apply to the court you must do so before the date given in paragraph 2 of this notice, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B).

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If you apply to the court your tenancy will continue after the date given in paragraph 2 of this notice while your application is being considered (section 24). You may not apply to the court if your landlord has already done so (section 24(2A) and (2B)).

You may only stay in the property after the date given in paragraph 2 (or such later date as you and the landlord may have agreed in writing) if before that date you have asked the court to order the grant of a new tenancy or the landlord has asked the court to order the ending of your tenancy without granting you a new one.

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

*Landlord's opposition to new tenancy*

If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1). If you match the letter(s) specified in paragraph 4 of the notice with those in the first column in the Table below, you can see from the second column the ground(s) on which the landlord relies.

<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said 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 holding.
(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 holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy.

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(f)	That on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

In this Table “the holding” means the property that is the subject of the tenancy.

In ground (e), “the landlord is the owner an interest in reversion expectant on the termination of that superior tenancy” means that the landlord has an interest in the property that will entitle him or her, when your immediate landlord’s tenancy comes to an end, to exercise certain rights and obligations in relation to the property that are currently exercisable by your immediate landlord.

If the landlord relies on ground (f), the court can sometimes still grant a new tenancy if certain conditions set out in section 31A are met.

If the landlord relies on ground (g), please note that “the landlord” may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). Where the landlord is a company and a person has a controlling interest in that company then either of them can rely on ground (g) (section 30(1A) and (1B)). A person has a “controlling interest” in a company if, had he been a company, the other company would have been its subsidiary (section 46(2)).

The landlord must normally have been the landlord for at least five years before he or she can rely on ground (g).

*Rights under the Leasehold Reform Act 1967*

If the property comprised in your tenancy is a house, as defined in section 2 of the Leasehold Reform Act 1967 (“the 1967 Act”), you may have the right to buy the freehold of the property or an extended lease. If the house is for the time being let under two or more tenancies, you will not have that right if your tenancy is subject to a sub-tenancy and the sub-tenant is himself or herself entitled to that right.

You will have that right if all the following conditions are met:

- (i) your lease was originally granted for a term of more than 35 years, or was preceded by such a lease which was granted or assigned to you; and
- (ii) your lease is of the whole house; and
- (iii) your lease is at a low rent. If your tenancy was entered into before 1 April 1990 (or later if you contracted before that date to enter into the tenancy) “low rent” means that your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; and the property had a rateable value other than nil when the tenancy began or at any time before 1 April 1990. If your tenancy was granted on or after 1 April 1990, “low rent” means that the present annual rent is not more than £1,000 in London or £250 elsewhere; and
- (iv) you have been occupying the house (or any part of it) as your only or main residence (whether or not it has been occupied for other purposes) either for the whole of the last two years, or for a total of two years in the last ten years; and
- (v) the rateable value of your house was at one time within certain limits.

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#### *Claiming your rights under the 1967 Act*

If you have a right to buy the freehold or an extended lease and wish to exercise it you must serve the appropriate notice on the landlord. A special form is prescribed for this purpose; it is Form 1 as set out in the Schedule to the Leasehold Reform (Notices) (Amendment) (England) Regulations 2002 (S.I. 2002/1715) or, if the property is in Wales, the Leasehold Reform (Notices) (Amendment) (Wales) Regulations 2002 (S.I. 2002/3187) (W.303). Subject to the two exceptions mentioned below, you must serve the notice claiming to buy the freehold or an extended lease within two months after the date of service of this notice. The first exception is where, within that two-month period, you apply to the court to order the grant of a new tenancy. In that case your claim to buy the freehold or an extended lease must be made when you make the application to the court. The second exception is where the landlord agrees in writing to your claim being made after the date on which it should have been made.

There are special rules about the service of notices. If there has been any delay in your seeing this notice, you may need to act very quickly.

If you are in any doubt about your rights under the 1967 Act or what action you should take, get advice immediately from a solicitor or a surveyor.

#### *Landlord's opposition to claims under the 1967 Act*

If your landlord acquired his or her interest in the house not later than 18 February 1966 he or she can object to your claim to buy the freehold or an extended lease on the grounds that he or she needs to occupy the house or that the house is needed for occupation by a member of his or her family. This objection will be under section 18 of the 1967 Act.

If you claim an extended lease, your landlord can object under section 17 of the 1967 Act on the grounds that he or she wishes to redevelop the property.

You will be able to tell from paragraph 8 of this notice whether your landlord intends to apply to the court and, if so, whether for the purposes of occupation or redevelopment of the house.

#### *Compensation*

If you cannot get a new tenancy solely because one or more of grounds (c), (f) and (g) in section 30(1) applies, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds as well as (c), (f) or (g) you can only get compensation if the court's refusal to grant a new tenancy is based solely on one or more of grounds (c), (f) and (g). In other words, you cannot get compensation under section 37 if the court has refused your tenancy on other grounds, even if one or more of grounds (c), (f) and (g) also applies.

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

If you have a right under the 1967 Act to buy the freehold or an extended lease but the landlord is able to obtain possession of the premises, compensation is payable under section 17(2) or section 18(4) of the 1967 Act. Your solicitor or surveyor will be able to advise you about this.

#### *Negotiations with your landlord*

If you try to buy the property by agreement or negotiate an extended lease with the landlord, remember:

- that your present tenancy will not be extended under the 1954 Act after the date in paragraph 2 of this notice unless you agree in writing to extend the deadline for applying to the court under the 1954 Act or you (or the landlord) has applied to the court before that date (sections 29, 29A and 29B), and

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- that you may lose your right to serve a notice claiming to buy the freehold or an extended lease under the 1967 Act if you do not observe the two-month time limit referred to in the note headed *Claiming your rights under the 1967 Act*.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 8

### NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS

#### **Form 8**

#### **NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS**

Sections 25 and 57 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD:** Use this form if you have a section 57 certificate, but where the tenant may be entitled to acquire the freehold or an extended lease, use form 13 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 ("the 1954 Act") to end your tenancy on *(insert date)*.
3. A certificate has been given by *(state the title of the Secretary of State on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert "the National Assembly for Wales")* under section 57 of the 1954 Act that the use or occupation of all or part of the property should be changed by *(insert date)*. A copy of the certificate appears in the Schedule to this notice.
4. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*(\*delete if inapplicable)*

#### **SCHEDULE**

#### **CERTIFICATE UNDER SECTION 57**

*(attach or insert a copy of the section 57 certificate)*



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#### **IMPORTANT NOTE FOR THE TENANT**

**This notice is intended to bring your tenancy to an end on the date specified in paragraph 2.**

**The landlord is not prepared to offer you a new tenancy because it has been certified that the occupation or use of the premises should be changed no later than the date specified in paragraph 2. The date by which the change must have taken place is specified in paragraph 3.**

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date stated in paragraph 2 of the notice.

Your landlord is both giving you notice that your current tenancy will end on the date stated in paragraph 2 of this notice and drawing attention to a certificate under section 57 that would prevent you from applying to the court for a new tenancy.

Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, the effect of the section 57 certificate that it is requisite that the use or occupation of all or part of the property should be changed by a certain date, is to prevent the tenant from making an application to the court for a new tenancy.

##### *Compensation*

Because the court cannot order the grant of a new tenancy, you may be entitled to compensation when you leave the property (section 59). If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may also be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

##### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

##### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 9

### NOTICE ENDING A BUSINESS TENANCY WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND THE LANDLORD OPPOSES A NEW TENANCY

#### **Form 9**

#### **NOTICE ENDING A BUSINESS TENANCY WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND THE LANDLORD OPPOSES A NEW TENANCY**

Sections 25 and 57 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD:** Use this form if you have a section 57 certificate and you wish to oppose the grant of a new tenancy, for the period between the end of the current tenancy and the date given in the section 57 certificate, on any of the grounds in section 30(1) of the Landlord and Tenant Act 1954.

If you are willing to grant a new tenancy for that period, use form 10 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

If the tenant may be entitled to acquire the freehold or an extended lease, use form 14 in that Schedule, instead of this form or form 10.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*

2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 ("the 1954 Act") to end your tenancy on *(insert date)*.

3. A certificate has been given by *(state the title of the Secretary of State on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert "the National Assembly for Wales")* under section 57 of the 1954 that the use or occupation of all or part of the property should be changed by *(insert date)*. A copy of the certificate appears in the Schedule to this notice.

4. I do not intend to grant you a new tenancy between the end of your current tenancy and the date specified in the section 57 certificate.

5. You may ask the court to order the grant of a new tenancy for a term ending not later than the date specified in the section 57 certificate. If you do, I will oppose your application on the ground(s) mentioned in paragraph(s)\* of section 30(1) of the Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.

\* *(insert letter(s) of the paragraph(s) relied on)*

6. If you wish to ask the court for a new tenancy you must do so by the date in paragraph 2 unless, before that date, we agree in writing to a later date.

7. I can ask the court to order the ending of your tenancy without granting you a new tenancy. If I do, you can challenge my application.

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8. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

(\*delete if inapplicable)

#### **IMPORTANT NOTE FOR THE TENANT**

This Notice is intended to bring your tenancy to an end on the date specified in paragraph 2.

A certificate has been given that it is requisite that occupation or use of the premises should be changed by the date specified in paragraph 3 of this notice.

Your landlord has indicated that he will oppose your application for a new tenancy (if you decide to make one). **You will not get a new tenancy unless you successfully challenge in court the grounds on which your landlord opposes the grant of a new tenancy.**

If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take. If you want to challenge your landlord's refusal to renew your tenancy, get advice immediately from a solicitor or a surveyor.

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 of the notice.

##### *Claiming a new tenancy*

Your landlord is not prepared to offer you a new tenancy for a limited period pending the effect of the section 57 certificate (see the section below headed "*Effect of section 57 certificate*"). If you want a new tenancy for this period you will need to apply to the court for a new tenancy and successfully challenge the landlord's opposition (see the section below headed "*Landlord's opposition to new tenancy*").

If you wish to apply to the court you must do so before the date specified in paragraph 2 of this notice, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B). However, before you take that step, read carefully the section below headed "*Effect of section 57 certificate*".

If you apply to the court your tenancy will continue after the date specified in paragraph 2 of this notice while your application is being considered (section 24).

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

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*Landlord's opposition to new tenancy*

If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1). If you match the letter(s) specified in paragraph 5 of the notice with those in the first column in the Table below, you can see from the second column the ground(s) on which the landlord relies.

<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said 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 holding.
(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 holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof 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 premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

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In this Table “the holding” means the property that is the subject of the tenancy.

In ground (e), “the landlord is the owner an interest in reversion expectant on the termination of that superior tenancy” means that the landlord has an interest in the property that will entitle him, when your immediate landlord’s tenancy comes to an end, to exercise certain rights and obligations in relation to the property that are currently exercisable by your immediate landlord.

If the landlord relies on ground (f), the court can sometimes still grant a new tenancy if certain conditions set out in section 31A are met.

If the landlord relies on ground (g), please note that “the landlord” may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). Where the landlord is a company and a person has a controlling interest in that company then either of them can rely on ground (g) (section 30(1A) and (1B)). A person has a “controlling interest” in a company if, had he been a company, the other company would have been its subsidiary (section 46(2)).

The landlord must normally have been the landlord for at least five years before he or she can rely on ground (g).

#### *Effect of section 57 certificate*

A copy of a certificate issued under section 57 appears in the Schedule to this notice. The effect of the certificate is that, even if you are successful in challenging your landlord’s opposition to the grant of a new tenancy, and the court orders the grant of a new tenancy, the new tenancy must end not later than the date specified in the certificate (section 57(3)(b)). Any new tenancy will not be a tenancy to which Part 2 of the 1954 Act applies (section 57(3)(b)).

#### *Compensation*

If you cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court’s refusal to grant a new tenancy is based solely on one or more of grounds (e), (f) and (g). In other words, you cannot get compensation under section 37 if the court has refused your tenancy on other grounds, even if one or more of grounds (e), (f) and (g) also applies.

If the court orders the grant of a new tenancy, you may be entitled to compensation under section 59 when you leave the property (on or before the date specified in the section 57 certificate).

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

#### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

#### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, “Renewing and Ending Business Leases: a Guide for Tenants and Landlords”, can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 10

### NOTICE ENDING A BUSINESS TENANCY WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND THE LANDLORD DOES NOT OPPOSE A NEW TENANCY

#### **Form 10**

#### **NOTICE ENDING A BUSINESS TENANCY WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND THE LANDLORD DOES NOT OPPOSE A NEW TENANCY**

Sections 25 and 57 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD:** Use this form if you have a section 57 certificate and you are willing to grant a new tenancy for the period between the end of the current tenancy and the date given in the section 57 certificate.

If you wish to oppose the grant of a new tenancy for that period on any of the grounds in section 30(1) of the Landlord and Tenant Act 1954, use form 9 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

If the tenant may be entitled to acquire the freehold or an extended lease, use form 14 in that Schedule, instead of this form or form 9.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 ("the 1954 Act") to end your tenancy on *(insert date)*.
3. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert "the National Assembly for Wales")* under section 57 of the 1954 Act that the use or occupation of all or part of the property should be changed by *(insert date)*. A copy of the certificate appears in Schedule 1 to this notice.
4. If you apply to the court under Part 2 of the 1954 Act for the grant of a new tenancy, I will not oppose your application. However, the court can only order the grant of a new tenancy for a term ending not later than the date in paragraph 3.
5. You will find my proposals for the new tenancy, which we can discuss, in Schedule 2 to this notice.
6. If we cannot agree on all the terms of a new tenancy, either you or I may ask the court to order the grant of a new tenancy and settle the terms on which we cannot agree.
7. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*(\*delete if inapplicable)*

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

#### SCHEDULE 1

##### CERTIFICATE UNDER SECTION 57

*(attach or insert a copy of the section 57 certificate)*

#### SCHEDULE 2

##### LANDLORD'S PROPOSALS FOR A NEW TENANCY

*(attach or insert proposed terms of the new tenancy)*

#### **IMPORTANT NOTE FOR THE TENANT**

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2. A certificate has been issued that it is requisite that occupation or use of the premises should be changed by the date specified in paragraph 3. However, the landlord is prepared to offer you a new tenancy for the whole or part of the period between the dates in paragraphs 2 and 3 of the notice. You will find his or her proposed terms in Schedule 2 to this notice. **You are not bound to accept these terms.** They are merely suggestions as a basis for negotiation. In the event of disagreement, ultimately the court would settle the terms of the new tenancy. It would be wise to seek professional advice before agreeing to accept the landlord's terms or putting forward your own proposals. If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take.

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 of the notice. A certificate has been given under section 57 and a copy appears in Schedule 1 to this notice. The certificate states that it is requisite that occupation or use of the premises should be changed by the date specified in paragraph 3 of the notice. However, your landlord is prepared to offer you a new tenancy, for the whole or part of the period between the dates specified in paragraphs 2 and 3 of the notice. You will find his or her proposals in Schedule 2 to this notice. You are not obliged to accept these proposals and may put forward your own.

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#### *Claiming a new tenancy*

If you and your landlord are unable to agree terms, you may apply to the court (unless the landlord has already made his or her own application to the court (section 24(2A))). However, before you take that step, read carefully the section below headed "*Effect of section 57 certificate*".

An application to the court must be made by the date set out in paragraph 2, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B). Otherwise, you will lose the right to renew the tenancy.

If you apply to the court, your tenancy will continue after the date shown in paragraph 2 of this notice while your application is being considered (section 24). Either you or your landlord can ask the court to fix the rent that you will have to pay while the tenancy continues (section 24A and B). The terms of any new tenancy not agreed between you and the landlord will be settled by the court (section 25).

If you are in any doubt about the action that you should take, get advice immediately from a solicitor or a surveyor.

#### *Effect of section 57 certificate*

The effect of the section 57 certificate is that, if the court orders the grant of a new tenancy, the new tenancy must end not later than the date specified in the certificate (section 57(3)(b)).

Any new tenancy will not be a tenancy to which Part 2 of the 1954 Act applies (section 57(3)(b)).

#### *Compensation*

You may be entitled to compensation under section 59 when you leave the property (on or before the date specified in the section 57 certificate).

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

#### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

#### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).



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## Form 11

### NOTICE ENDING A BUSINESS TENANCY ON GROUNDS OF NATIONAL SECURITY AND WITHOUT THE OPTION TO RENEW

#### Form 11

#### NOTICE ENDING A BUSINESS TENANCY ON GROUNDS OF NATIONAL SECURITY AND WITHOUT THE OPTION TO RENEW

Sections 25 and 58 of the Landlord and Tenant Act 1954

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy on *(insert date)*.
3. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert "the National Assembly for Wales")* under section 58 of the 1954 Act that it is necessary for reasons of national security that the use or occupation of the property should be discontinued or changed. A copy of the certificate appears in the Schedule to this notice.
4. The certificate prevents me from granting you a new tenancy. It also means that you will not be able to make an application to the court under section 24(1) of the Landlord and Tenant Act 1954 for the grant of a new tenancy.
5. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord]\*[Mortgagee ]\*[On behalf of the mortgagee]

*(\*delete if inapplicable)*

#### SCHEDULE

#### CERTIFICATE UNDER SECTION 58

*(attach or insert a copy of the section 58 certificate)*

#### IMPORTANT NOTE FOR THE TENANT

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2. The national security certificate referred to in paragraph 3 of this notice means that the landlord cannot grant you a new tenancy, and the court cannot order the grant of a new tenancy.

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

**You may be entitled to compensation. You may wish to seek professional advice in connection with this notice.**

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

#### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date shown in paragraph 2 of the notice. Section 25 contains rules about the date that the landlord can put in that paragraph.

Tenants under tenancies to which Part 2 of the Landlord and Tenant Act 1954 applies can normally apply to the court for the grant of a new tenancy. However, a certificate has been given that it is necessary for reasons of national security that the use or occupation of the property should be discontinued or changed (section 58). The combined effect of this notice and the certificate is that you will be unable to apply to the court for the grant of a new tenancy.

#### *Compensation*

You may be entitled to compensation under section 59 when you leave the property (on or before the date specified in the section 58 certificate).

You may also be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

#### *Validity of notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

#### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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

## Form 12

### NOTICE ENDING A BUSINESS TENANCY WHERE THE PROPERTY IS REQUIRED FOR REGENERATION

#### **Form 12**

#### **NOTICE ENDING A BUSINESS TENANCY WHERE THE PROPERTY IS REQUIRED FOR REGENERATION**

**Sections 25, 58 and 60 of the Landlord and Tenant Act 1954**

**IMPORTANT NOTE FOR THE LANDLORD:** Use this form if you have a certificate under section 58 (as applied by section 60), but if the tenant may be entitled to acquire the freehold or an extended lease, use form 15 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property, which is situated in an area for the time being specified as a development area or intermediate area by an order made, or having effect as if made, under section 1 of the Industrial Development Act 1982: *(insert address or description of property)*

2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 ("the 1954 Act") to end your tenancy on *(insert date)*.

3. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued)* that it is necessary or expedient for the purpose mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed. A copy of the certificate appears in the Schedule to this notice.

4. The certificate prevents me from granting you a new tenancy. It also means that you will not be able to make an application to the court under section 24(1) of the 1954 Act for the grant of a new tenancy.

5. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord]

*(\*delete if inapplicable)*

#### **SCHEDULE**

#### **CERTIFICATE UNDER SECTION 58**

*(attach or insert a copy of the section 58 certificate)*

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

#### **IMPORTANT NOTE FOR THE TENANT**

**This Notice is intended to bring your tenancy to an end on the date specified in paragraph 2.**  
**The certificate referred to in paragraph 3 of this notice means that the landlord cannot grant you a new tenancy, and the court cannot order the grant of a new tenancy.**  
**You may wish to seek professional advice in connection with this notice.**

#### **NOTES**

The sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end. Section 25 contains rules about the date that the landlord can put in paragraph 2 of this notice.

Your landlord is both giving you notice that your current tenancy will end on the date stated in paragraph 2 of this notice and drawing attention to a certificate under section 58 (as applied by section 60) that would prevent you from applying to the court for a new tenancy.

Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, where a Government Minister has certified that it is necessary or expedient for the purpose mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed, the landlord may prevent the tenant from making an application to the court for a new tenancy.

##### *Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

##### *Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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

## Form 13

### NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY

#### **Form 13**

#### **NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY**

Sections 25 and 57 of the Landlord and Tenant Act 1954

Paragraph 10 of Schedule 3 to the Leasehold Reform Act 1967

#### **IMPORTANT NOTE FOR THE LANDLORD**

This form *must* be used (instead of Form 8 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004) if—

- (a) no previous notice terminating the tenancy has been given under section 4 or 25 of the Landlord and Tenant Act 1954 Act or under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989; and
- (b) the tenancy is of a house as defined for the purposes of Part 1 of the Leasehold Reform Act 1967 (“the 1967 Act”); and
- (c) the tenancy is a long tenancy at a low rent within the meaning of the 1967 Act; and
- (d) the tenant is not a company or other artificial person.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*
2. I am giving you notice under sections 25 of the Landlord and Tenant Act 1954 (“the 1954 Act”) to end your tenancy on *(insert date)*.
3. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert “the National Assembly for Wales”)* under section 57 of the 1954 Act that the use or occupation of all or part of the property should be changed by *(insert date)*. A copy of the certificate appears in the Schedule to this notice.
4. If you have a right under Part 1 of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice. If you have that right, and give notice of your desire to have the freehold or an extended lease within those two months, this notice will not operate, and I may take no further proceedings under Part 2 of the 1954 Act.
- \*5. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, and propose to do so. If I am successful I may have to pay you compensation.

**OR**

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

\*5. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, but do not propose to do so.

**OR**

\*5. If you give notice of your desire to have the freehold or an extended lease, I will not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.

*\* DELETE TWO versions of this paragraph, as the circumstances require*

\*6. I know or believe that the following persons have an interest superior to your tenancy or to be the agent concerned with the property on behalf of someone who has such an interest (*insert names and addresses*):

*\*delete if inapplicable*

7. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*(\*delete if inapplicable)*

#### **SCHEDULE**

##### **CERTIFICATE UNDER SECTION 57**

*(attach or insert a copy of the section 57 certificate)*

#### **IMPORTANT NOTE FOR THE TENANT**

**This Notice is intended to bring your tenancy to an end on the date specified in paragraph 2.**

**The landlord is not prepared to offer you a new lease because it has been certified that it is requisite that occupation or use of the premises should be changed.**

#### **NOTES**

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

*Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date stated in paragraph 2 of the notice.

Your landlord is both giving you notice that your current tenancy will end on the date stated in paragraph 2 of this notice and drawing attention to a certificate under section 57 that would prevent you from applying to the court for a new tenancy.

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

Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, it has been certified that it is requisite that the use or occupation of all or part of the property should be changed by a certain date, the landlord may prevent the tenant from making an application to the court for a new tenancy.

#### *Rights under the Leasehold Reform Act 1967*

If the property comprised in your tenancy is a house, as defined in section 2 of the Leasehold Reform Act 1967 ("the 1967 Act"), you may have the right to buy the freehold of the property or to get an extended lease. If the house is for the time being let under two or more tenancies, you will not have that right if your tenancy is subject to a sub-tenancy and the sub-tenant is himself or herself entitled to that right.

You will have that right if all the following conditions are met:

- (i) your lease was originally granted for a term of more than 35 years, or was preceded by such a lease which was granted or assigned to you; and
- (ii) your lease is of the whole house; and
- (iii) your lease is at a low rent. If your tenancy was entered into before 1 April 1990 (or later if you contracted before that date to enter into the tenancy) "low rent" means that your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; and the property had a rateable value other than nil when the tenancy began or at any time before 1 April 1990. If your tenancy was granted on or after 1 April 1990, "low rent" means that the present annual rent is not more than £1,000 in London or £250 elsewhere; *and*
- (iv) you have been occupying the house (or any part of it) as your only or main residence (whether or not it has been occupied for other purposes) either for the whole of the last two years, or for a total of two years in the last ten years; *and*
- (v) the rateable value of your house was at one time within certain limits.

However, if you have a right to buy the freehold or to get an extended lease, you will not be able to exercise it in this case because of the certificate that has been given under section 57. That is the effect of section 28 of the 1967 Act.

#### *Compensation*

Because the court cannot order the grant of a new tenancy, you are entitled to compensation when you leave the property (section 59).

If you have a right under the 1967 Act to buy the freehold or to get an extended lease but you cannot exercise that right because of the section 57 certificate, compensation will be payable under section 17(2) of the 1967 Act.

You cannot, however, get compensation under both the 1954 Act and the 1967 Act. The compensation payable under the 1967 Act is likely to be greater than that payable under the 1954 Act. In order to be able to claim compensation under the 1967 Act you must serve the appropriate notice on the landlord. A special form is prescribed for this purpose; it is Form 1 as set out in the Schedule to the Leasehold Reform (Notices) (Amendment) (England) Regulations 2002 (S.I. 2002/1715), or if the property is in Wales, the Leasehold Reform (Notices) (Amendment) (Wales) Regulations 2002 (S.I. 2002/3187) (W.303). Subject to the exception mentioned below, you must serve the notice claiming to buy the freehold or to get an extended lease within two months after the date of service of this notice. The exception is where the landlord agrees in writing to your claim being made after the date on which it should have been made.

If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about the action that you should take, get advice immediately from a solicitor or a surveyor.

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

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may also be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

An explanation of the rights of leaseholders to buy the freehold or to have an extended lease, "Residential Long Leaseholders – A Guide to Your Rights and Responsibilities", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).



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

## Form 14

### NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY

#### **Form 14**

#### **NOTICE ENDING A BUSINESS TENANCY ON PUBLIC INTEREST GROUNDS WHERE A CHANGE IS REQUIRED AT A FUTURE DATE AND WHERE THE LEASEHOLD REFORM ACT 1967 MAY APPLY**

Sections 25 and 57 of the Landlord and Tenant Act 1954

Paragraph 10 of Schedule 3 to the Leasehold Reform Act 1967

#### **IMPORTANT NOTE FOR THE LANDLORD**

This form *must* be used (instead of Form 9 or 10 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004) if—

- (a) no previous notice terminating the tenancy has been given under section 4 or 25 of the Landlord and Tenant Act 1954 or under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989; and
- (b) the tenancy is of a house as defined for the purposes of Part 1 of the Leasehold Reform Act 1967 (“the 1967 Act”); and
- (c) the tenancy is a long tenancy at a low rent within the meaning of the 1967 Act; and
- (d) the tenant is not a company or other artificial person.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property: *(insert address or description of property)*

2. I am giving you notice under sections 25 of the Landlord and Tenant Act 1954 (“the 1954 Act”) to end your tenancy on *(insert date)*.

\*3. If you apply to the court under Part 2 of the 1954 Act for the grant of a new tenancy, I will not oppose your application.

**OR** \* *DELETE ONE version of this paragraph, as the circumstances require.*

\*3. If you apply to the court under Part 2 of the 1954 Act for the grant of a new tenancy, I will oppose your application on the ground(s) mentioned in paragraph(s)\* of section 30(1) of the 1954 Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.

\* *(insert letter(s) of the paragraph(s) relied on)*

4. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued or, if the certificate was issued by the National Assembly for Wales, insert “the National Assembly for Wales”)* under section 57 of the 1954 Act that the use or occupation of all or part of the property should be changed by *(insert date)*. A copy of the certificate appears in the Schedule to this notice.

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

5. If you have a right under Part 1 of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice. If you have that right, and give notice of your desire to have the freehold or an extended lease within those two months, this notice will not operate, and I may take no further proceedings under Part 2 of the Landlord and Tenant Act 1954.

\*\*6. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, and propose to do so. If I am successful I may have to pay you compensation.

**OR**

\*\*6. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, but do not propose to do so.

**OR**

\*\*6. If you give notice of your desire to have the freehold or an extended lease, I will not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.

\*\* DELETE TWO versions of this paragraph, as the circumstances require

\*7. I know or believe that the following persons have an interest superior to your tenancy or to be the agent concerned with the property on behalf of someone who has such an interest (*insert names and addresses*):

*\*(delete if inapplicable)*

8. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord]\*[On behalf of the landlord] \*[Mortgagee] \*[On behalf of the mortgagee]

*\*(delete if inapplicable)*

#### **SCHEDULE**

##### **CERTIFICATE UNDER SECTION 57**

*(attach or insert a copy of the section 57 certificate)*

#### **IMPORTANT NOTE FOR THE TENANT**

This Notice is intended to bring your tenancy to an end on the date specified in paragraph 2.

Your landlord may have indicated in paragraph 3 that he will oppose your application for a new tenancy (if you decide to make one). You will not get a new tenancy unless you successfully challenge in court the grounds indicated in paragraph 3 on which your landlord opposes the grant of a new tenancy.

It has been certified that it is requisite that occupation or use of the premises should be changed by the date specified in paragraph 4.

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

**If you want to continue to occupy your property you must act quickly. The notes below should help you to decide what action you now need to take. If you are unsure about what you should do, get advice immediately from a solicitor or a surveyor.**

#### **NOTES**

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

##### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date stated in paragraph 2 of the notice.

##### *Claiming a new tenancy*

If you wish to apply to the court for a new tenancy you must do so by the date set out in paragraph 2 of this notice, unless you and your landlord have agreed in writing, before that date, to extend the deadline (sections 29A and 29B). However, before you take that step, read carefully the section below headed “*Effect of section 57 certificate*”.

If you apply to the court, your tenancy will continue after the date shown in paragraph 2 of this notice while your application is being considered (section 24).

If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

##### *Landlord's opposition to claim for a new tenancy*

If paragraph 3 of this notice indicates that your landlord is opposed to the grant of a new tenancy, you will not get a new tenancy unless you apply to the court and successfully challenge the ground(s) of your landlord's opposition.

If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1). If you match the letter(s) specified in paragraph 3 of this notice with those in the first column in the Table below, you can see from the second column the ground(s) on which the landlord relies.

<i>Paragraph of section 30(1)</i>	<i>Grounds</i>
(a)	Where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said 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 holding.

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

(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 holding.
(e)	Where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof 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 premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.
(g)	On the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

In the Table “the holding” means the property that is the subject of the tenancy.

In ground (e), “the landlord is the owner an interest in reversion expectant on the termination of that superior tenancy” means that the landlord has an interest in the property that will entitle him, when your immediate landlord’s tenancy comes to an end, to exercise certain rights and obligations in relation to the property that are currently exercisable by your immediate landlord.

If ground (f) is specified, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the 1954 Act can be met.

If ground (g) is specified, please note that “the landlord” may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). Where the landlord is a company and a person has a controlling interest in that company then either of them can rely on ground (g) (section 30(1A) and (1B)). A person has a “controlling interest” in a company if, had he been a company, the other company would have been its subsidiary (section 46(2)).

The landlord must normally have been the landlord for at least five years before he or she can use ground (g).

*Effect of section 57 certificate*

A copy of a certificate issued under section 57 appears in the Schedule to this notice. The effect of the certificate is that, even if you are successful in challenging your landlord’s opposition to the grant of a new tenancy, and the court orders the grant of a new tenancy, the new tenancy must end not later than the date specified in the certificate (section 57(3)(b)).

Any new tenancy will not be a tenancy to which Part 2 of the 1954 Act applies (section 57(3)(b)).

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

#### *Rights under the Leasehold Reform Act 1967*

If the property comprised in your tenancy is a house, as defined in section 2 of the Leasehold Reform Act 1967 ("the 1967 Act"), you may have the right to buy the freehold of the property or to get an extended lease. If the house is for the time being let under two or more tenancies, you will not have that right if your tenancy is subject to a sub-tenancy and the sub-tenant is himself or herself entitled to that right.

You will have that right if *all* the following conditions are met:

- (i) your lease was originally granted for a term of more than 35 years, or was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. If your tenancy was entered into before 1 April 1990 (or later if you contracted before that date to enter into the tenancy) "low rent" means that your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; and the property had a rateable value other than nil when the tenancy began or at any time before 1 April 1990. If your tenancy was granted on or after 1 April 1990, "low rent" means that the present annual rent is not more than £1,000 in London or £250 elsewhere; *and*
- (iv) you have been occupying the house (or any part of it) as your only or main residence (whether or not it has been occupied for other purposes) either for the whole of the last two years, or for a total of two years in the last ten years; *and*
- (v) the rateable value of your house was at one time within certain limits.

However, if you have a right to buy the freehold or to get an extended lease, you will not be able to exercise it in this case because of the certificate that has been given under section 57. That is the effect of section 28 of the 1967 Act.

#### *Compensation*

If you cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court's refusal to grant a new tenancy is based solely on one or more of grounds (e), (f) and (g). In other words, you cannot get compensation under section 37 if the court has refused your tenancy on *other* grounds, even if one or more of grounds (e), (f) and (g) also applies.

If the court orders the grant of a new tenancy, you may be entitled to compensation under section 59.

If you have a right under the 1967 Act to buy the freehold or to get an extended lease but you cannot exercise that right because of the section 57 certificate, compensation will be payable under that Act.

You cannot, however, get compensation under both the 1954 Act and the 1967 Act. The compensation payable under the 1967 Act is likely to be greater than that payable under the 1954 Act. In order to be able to claim compensation under the 1967 Act you must serve the appropriate notice on the landlord. A special form is prescribed for this purpose; it is Form 1 as set out in the Schedule to the Leasehold Reform (Notices) (Amendment) (England) Regulations 2002 (S.I. 2002/1715), or if the property is in Wales, the Leasehold Reform (Notices) (Amendment) (Wales) Regulations 2002 (S.I. 2002/3187) (W.303). Subject to the exception mentioned below, you must serve the notice claiming to buy the freehold or to get an extended lease within two months after the date of service of this notice. The exception is where the landlord agrees in writing to your claim being made after the date on which it should have been made.

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

If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about what action you should take, get advice immediately from a solicitor or a surveyor.

If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

An explanation of the rights of leaseholders to buy the freehold or to have an extended lease, "Residential Long Leaseholders – A Guide to Your Rights and Responsibilities", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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

## Form 15

### NOTICE ENDING A BUSINESS TENANCY WHERE THE PROPERTY IS REQUIRED FOR REGENERATION AND THE LEASEHOLD REFORM ACT 1967 MAY APPLY

#### **Form 15**

#### **NOTICE ENDING A BUSINESS TENANCY WHERE THE PROPERTY IS REQUIRED FOR REGENERATION AND THE LEASEHOLD REFORM ACT 1967 MAY APPLY**

Sections 25, 58 and 60 of the Landlord and Tenant Act 1954

Paragraph 10 of Schedule 3 to the Leasehold Reform Act 1967

#### **IMPORTANT NOTE FOR THE LANDLORD**

This form *must* be used (instead of Form 12 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004) if—

- (a) no previous notice terminating the tenancy has been given under section 4 or 25 of the Landlord and Tenant Act 1954 or under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989; and
- (b) the tenancy is of a house as defined for the purposes of Part 1 of the Leasehold Reform Act 1967 (“the 1967 Act”); and
- (c) the tenancy is a long tenancy at a low rent within the meaning of the 1967 Act; and
- (d) the tenant is not a company or other artificial person.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property, which is situated in an area for the time being specified as a development area or intermediate area by an order made, or having effect as if made, under section 1 of the Industrial Development Act 1982: *(insert address or description of property)*
2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 (“the 1954 Act”) to end your tenancy on *(insert date)*.
3. A certificate has been given by *(state the title of the Secretary of State, Minister or Board on whose authority the certificate was issued)* under section 58 of the 1954 Act (as applied by section 60 of that Act) that it is necessary or expedient for the purpose mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed. A copy of the certificate appears in the Schedule to this notice.
4. The certificate prevents me from granting you a new tenancy. It also means that you will not be able to make an application to the court under section 24(1) of the 1954 Act for the grant of a new tenancy.
5. If you have a right under Part 1 of the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice. If you have that right, and give notice of your desire to have the freehold or an extended lease within those two months, this notice will not operate, and I may take no further proceedings under Part 2 of the 1954 Act.

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\*6. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, and propose to do so. If I am successful I may have to pay you compensation.

**OR**

\*6. If you give notice of your desire to have the freehold or an extended lease, I will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967, but do not propose to do so.

**OR**

\*6. If you give notice of your desire to have the freehold or an extended lease, I will not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.

*\* DELETE TWO versions of this paragraph, as the circumstances require*

\*\*7. I know or believe that the following persons have an interest superior to your tenancy or to be the agent concerned with the property on behalf of someone who has such an interest (*insert names and addresses*):

*\*\* (delete if inapplicable)*

8. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

*\*[Landlord]\*[On behalf of the landlord] (\*delete if inapplicable)*

#### SCHEDULE

##### CERTIFICATE UNDER SECTION 58

*(attach or insert a copy of the section 58 certificate)*

##### **IMPORTANT NOTE FOR THE TENANT**

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2.

A Government Minister has decided that it is necessary or expedient that occupation or use of the premises should be changed.

It would be wise to seek professional advice.



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### **NOTES**

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003)

#### *Ending of your tenancy*

This notice is intended to bring your tenancy to an end on the date stated in paragraph 2 of the notice.

Your landlord is both giving you notice that your current tenancy will end on the date stated in paragraph 2 of this notice and drawing attention to a certificate under section 58 (as applied by section 60) that would prevent you from applying to the court for a new tenancy.

Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, where a Government Minister has certified that it is necessary or expedient for the purpose mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed, the landlord may prevent the tenant from making an application to the court for a new tenancy.

#### *Rights under the Leasehold Reform Act 1967*

If the property comprised in your tenancy is a house, as defined in section 2 of the Leasehold Reform Act 1967 ("the 1967 Act"), you may have the right to buy the freehold of the property or to get an extended lease. If the house is for the time being let under two or more tenancies, you will not have that right if your tenancy is subject to a sub-tenancy and the sub-tenant is himself or herself entitled to that right.

You will have that right if *all* the following conditions are met:

- (i) your lease was originally granted for a term of more than 35 years, or was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. If your tenancy was entered into before 1 April 1990 (or later if you contracted before that date to enter into the tenancy) "low rent" means that your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; and the property had a rateable value other than nil when the tenancy began or at any time before 1 April 1990. If your tenancy was granted on or after 1 April 1990, "low rent" means that the present annual rent is not more than £1,000 in London or £250 elsewhere; *and*
- (iv) you have been occupying the house (or any part of it) as your only or main residence (whether or not it has been occupied for other purposes) either for the whole of the last two years, or for a total of two years in the last ten years; *and*
- (v) the rateable value of your house was at one time within certain limits.

However, if you have a right to buy the freehold or to get an extended lease, you will not be able to exercise it in this case because of the certificate that has been given. That is the effect of section 28 of the 1967 Act.

#### *Compensation*

If you have a right under the 1967 Act to buy the freehold or to get an extended lease but you cannot exercise that right because of the certificate, compensation will be payable under that Act.

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In order to be able to claim compensation under the 1967 Act you must serve the appropriate notice on the landlord. A special form is prescribed for this purpose; it is Form 1 as set out in the Schedule to the Leasehold Reform (Notices) (Amendment) (England) Regulations 2002 (S.I. 2002/1715). Subject to the exception mentioned below, you must serve the notice claiming to buy the freehold or to get an extended lease within two months after the date of service of this notice. The exception is where the landlord agrees in writing to your claim being made after the date on which it should have been made.

If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about what steps you should take, get advice immediately from a solicitor or a surveyor.

*Validity of this notice*

The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

An explanation of the rights of leaseholders to buy the freehold or to have an extended lease, "Residential Long Leaseholders – A Guide to Your Rights and Responsibilities", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## Form 16

### NOTICE ENDING A BUSINESS TENANCY OF WELSH DEVELOPMENT AGENCY PREMISES WHERE THE PROPERTY IS REQUIRED FOR EMPLOYMENT PURPOSES

#### Form 16

#### NOTICE ENDING A BUSINESS TENANCY OF WELSH DEVELOPMENT AGENCY PREMISES WHERE THE PROPERTY IS REQUIRED FOR EMPLOYMENT PURPOSES

Sections 25, 58 and 60A of the Landlord and Tenant Act 1954

#### IMPORTANT NOTE

This form must *not* be used if—

- (a) no previous notice terminating the tenancy has been given under section 4 or 25 of the Landlord and Tenant Act 1954, or under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989, and
- (b) the tenancy is of a house as defined for the purposes of Part 1 of the Leasehold Reform Act 1967, and
- (c) the tenancy is a long tenancy at a low rent within the meaning of that Act, and
- (d) the tenant is not a company or other artificial person.

If (a) to (d) apply, use form 17 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property, of which you are the tenant: *(insert address or description of property)*
2. We give you notice under section 25 of the Landlord and Tenant Act 1954 (“the 1954 Act”) to end your tenancy on: *(insert date)*
3. A certificate has been given by the National Assembly for Wales under section 58 of the 1954 Act (as applied by section 60A of that Act) that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed. A copy of the certificate appears in the Schedule to this notice.
4. The certificate prevents us from granting you a new tenancy. It also means that you will not be able to make an application to the court under section 24(1) of the 1954 Act for the grant of a new tenancy. However, you may be entitled to compensation.

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5. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord]

(\*delete if inapplicable)

#### SCHEDULE

##### CERTIFICATE UNDER SECTION 58

*(attach or insert a copy of the section 58 certificate)*

#### **IMPORTANT NOTE FOR THE TENANT**

**This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 above.**

**The certificate referred to in paragraph 3 above means that the landlord cannot grant you a new tenancy, and the court cannot order the grant of a new tenancy. However, you may be entitled to compensation.**

**It would be wise to seek professional advice immediately in connection with this notice.**

#### **NOTES**

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 S.I. 2003/3096))

##### *Ending of your tenancy*

1. This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 of this notice. Section 25 contains rules about the date that the landlord can put in that paragraph.
2. Your landlord is both giving you notice that your tenancy will end on the date specified in paragraph 2 of this notice and drawing attention, in paragraph 3 of this notice, to a certificate given by the National Assembly for Wales under section 58 (as applied by section 60A) that would prevent you from applying to the court for a new tenancy under Part 2 of the Landlord and Tenant Act 1954.
3. Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, where the National Assembly for Wales has certified that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed, the landlord may prevent the tenant from making an application to the court for a new tenancy.

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*Compensation*

4. You will be entitled to compensation under section 59 when you leave the property UNLESS:
- (a) the premises vested in the Welsh Development Agency under section 7 or 8 of the Welsh Development Agency Act 1975; *or*
  - (b) you were not the tenant of the premises when the Welsh Development Agency acquired the interest by virtue of which the certificate referred to in paragraph 3 of this notice was given.
5. You may also be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

*Validity of this notice*

6. The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.
7. If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

8. An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk) Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

## Form 17

### NOTICE ENDING A BUSINESS TENANCY OF WELSH DEVELOPMENT AGENCY PREMISES WHERE THE

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## PROPERTY IS REQUIRED FOR EMPLOYMENT PURPOSES AND THE LEASEHOLD REFORM ACT 1967 MAY APPLY

### **Form 17**

#### **NOTICE ENDING A BUSINESS TENANCY OF WELSH DEVELOPMENT AGENCY PREMISES WHERE THE PROPERTY IS REQUIRED FOR EMPLOYMENT PURPOSES AND THE LEASEHOLD REFORM ACT 1967 MAY APPLY**

Sections 25, 58 and 60A of the Landlord and Tenant Act 1954

Paragraph 10 of Schedule 3 to the Leasehold Reform Act 1967

### **IMPORTANT NOTE**

This form *must* be used (instead of Form 16 in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004) if—

- (a) no previous notice terminating the tenancy has been given under section 4 or 25 of the Landlord and Tenant Act 1954 Act or under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989; and
- (b) the tenancy is of a house as defined for the purposes of Part 1 of the Leasehold Reform Act 1967; and
- (c) the tenancy is a long tenancy at a low rent within the meaning of the 1967 Act; and
- (d) the tenant is not a company or other artificial person.

To: *(insert name and address of tenant)*

From: *(insert name and address of landlord)*

1. This notice relates to the following property, of which you are the tenant: *(insert address or description of property)*;
2. We give you notice under section 25 of the Landlord and Tenant Act 1954 ("the 1954 Act") to end your tenancy on: *(insert date)*
3. A certificate has been given by the National Assembly for Wales under section 58 of the 1954 Act (as applied by section 60A of that Act) that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed. A copy of the certificate appears in the Schedule to this notice.
4. The certificate prevents us from granting you a new tenancy. It also means that you will not be able to make an application to the court under section 24(1) of the 1954 Act for the grant of a new tenancy. However, you may be entitled to compensation.
5. If you have a right under Part 1 of the Leasehold Reform Act 1967 ("the 1967 Act") to acquire the freehold or to get an extended lease of property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice. If you have that right, and give notice of your desire to have the freehold or an extended lease within those two months, this notice will not operate, and we may take no further proceedings under Part 2 of the 1954 Act.

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\*6. If you give notice of your desire to have the freehold or an extended lease, we will be entitled to apply to the court under section 17 of the 1967 Act, and propose to do so. If we are successful we may have to pay you compensation.

**OR**

\*6. If you give notice of your desire to have the freehold or an extended lease, we will be entitled to apply to the court under section 17 of the 1967 Act, but do not propose to do so.

**OR**

\*6. If you give notice of your desire to have the freehold or an extended lease, we will not be entitled to apply to the court under section 17 of the 1967 Act.

*\*(DELETE TWO versions of paragraph 6, as the circumstances require)*

\*\*7. We know or believe that the following persons have an interest superior to your tenancy or to be the agent concerned with the property on behalf of someone who has such an interest (*insert names and addresses*):

*\*\* (delete if inapplicable)*

8. Please send all correspondence about this notice to:

Name:

Address:

Signed:

Date:

\*[Landlord] \*[On behalf of the landlord]

*(\* delete if inapplicable)*

#### **SCHEDULE**

##### **CERTIFICATE UNDER SECTION 58**

*(attach or insert a copy of the section 58 certificate)*

#### **IMPORTANT NOTE FOR THE TENANT**

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 above.

The National Assembly for Wales has certified that it is necessary or expedient that occupation or use of the premises should be changed.

It would be wise to seek professional advice immediately in connection with this notice.

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#### NOTES

Unless otherwise stated, the sections mentioned below are sections of the Landlord and Tenant Act 1954, as amended, (most recently by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (S.I. 2003/3096))

##### *Ending of your tenancy*

1. This notice is intended to bring your tenancy to an end on the date specified in paragraph 2 of this notice. Section 25 contains rules about the date that the landlord can put in that paragraph.
2. Your landlord is both giving you notice that your tenancy will end on the date specified in paragraph 2 of this notice and drawing attention, in paragraph 3 of this notice, to a certificate given by the National Assembly for Wales under section 58 (as applied by section 60A) that would prevent you from applying to the court for a new tenancy under Part 2 of the Landlord and Tenant Act 1954.
3. Usually, tenants who have tenancies under Part 2 of the Landlord and Tenant Act 1954 can apply to the court for a new tenancy. However, where the National Assembly for Wales has certified that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed, the landlord may prevent the tenant from making an application to the court for a new tenancy under that Part 2.
4. However, the Leasehold Reform Act 1967 (“the 1967 Act”) may also apply in your case. If it does, you may be able to buy the freehold of the property or get an extended lease under that Act (see *Rights under the 1967 Act*: notes 5 to 7 below and *Claiming your rights under the 1967 Act*: notes 8 and 9 below). If you claim an extended lease your landlord may still be able to get possession of the property (see *Landlord’s opposition to claims under the 1967 Act*: note 10 below). If he does, you may be able to get compensation (see *Compensation*: notes 11 to 14 below). The amount of any compensation will depend on the steps you have taken and under which Act (it is likely to be greater under the 1967 Act). If you have any doubt about what you should do, get professional advice immediately.

##### *Rights under the 1967 Act*

5. If the property comprised in your tenancy is a house, as defined in section 2 of the 1967 Act, you may have the right to buy the freehold of the property or to get an extended lease.
6. If the house is for the time being let under two or more tenancies, you will not have that right if your tenancy is subject to a sub-tenancy and the sub-tenant is himself or herself entitled to that right.
7. You will have that right if *all* the following conditions (i) – (v) are met:
  - (i) your lease was originally granted for a term of more than 35 years, or was preceded by such a lease which was granted or assigned to you; *and*
  - (ii) your lease is of the whole house; *and*
  - (iii) (where applicable) your lease is at a low rent. If your tenancy was entered into before 1 April 1990 (or later if you contracted before that date to enter into the tenancy) “low rent” means that your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965, and the property had a rateable value other than nil when the tenancy began or any time before 1 April 1990. If your tenancy was granted on or after 1 April 1990, “low rent” means that the present annual rent is not more than £250; *and*



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(iv) you have been occupying the house (or any part of it) as your only or main residence (whether or not it has been occupied for other purposes) either for the whole of the last two years, or for a total of two years in the last ten years; *and*

(v) the rateable value of your house was at one time within certain limits.

*Claiming your rights under the 1967 Act*

8. If you have the right to buy the freehold or to get an extended lease and wish to exercise it, you must serve the appropriate notice on the landlord. A special form is prescribed for this purpose; it is Form 1 as set out in the Schedule to the Leasehold Reform (Notices) (Amendment) (Wales) Regulations 2002 (S.I. 2002/3187)(W.303). Subject to the exception mentioned below, you must serve the notice claiming to buy the freehold or to get an extended lease within two months after the date of service of this notice. The exception is where the landlord agrees in writing to your claim being made after the date on which it should have been made.

9. There are special rules about the service of notices. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about what you should do, get advice immediately from a solicitor or a surveyor.

*Landlord's opposition to claims under the 1967 Act*

10. If you claim a right under the 1967 Act, your landlord can object under section 17 of the 1967 Act on the grounds that he wishes to redevelop the property. Paragraph 6 of the notice will tell you whether the landlord believes he has the right to apply to the court under section 17 and whether or not he proposes to do so.

*Compensation*

11. Because the court cannot order the grant of a new tenancy under the 1954 Act in your case, you may be entitled to compensation under the 1954 Act when you leave the property. You will not be entitled to such compensation if either:

(a) the premises were vested in the Welsh Development Agency under section 7 or 8 of the Welsh Development Agency Act 1975; or

(b) you were not the tenant of the premises when the Agency acquired the interest by virtue of which the certificate referred to in paragraph 3 of this notice was given.

12. You may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

13. If you have a right under the 1967 Act to buy the freehold or to get an extended lease of your premises but the landlord is able to obtain possession of the premises (see *Landlord's opposition to claims under the 1967 Act*: note 10 above), compensation under the 1967 Act is payable. This is normally higher than compensation under the 1954 Act. Your professional adviser will be able to advise you on this.

14. In order to be able to claim compensation under the 1967 Act you must serve the appropriate notice on the landlord within the stated time limit (see *Claiming your Rights under the 1967 Act*: notes 8 and 9 above).

*Validity of this notice*

15. The landlord who has given you this notice may not be the landlord to whom you pay your rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

16. If you have any doubts about whether this notice is valid, get advice immediately from a solicitor or a surveyor.

*Further information*

17. An explanation of the main points to consider when renewing or ending a business tenancy, "Renewing and Ending Business Leases: a Guide for Tenants and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from 1st June 2004 from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

18. An explanation of the rights of leaseholders to buy the freehold or to have an extended lease, "Residential Long Leaseholders – A Guide to Your Rights and Responsibilities", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies of the explanation, but not of this form, are available from Free Literature, PO Box 236, Wetherby, West Yorkshire, LS23 7NB (0870 1226 236).

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## EXPLANATORY NOTE

*(This note is not part of the Regulations)*

These Regulations replace the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983.

Regulation 3 of these Regulations prescribes the form of various notices relevant to business tenancies. The prescribed forms are set out in Schedule 2. Forms that are substantially to the same effect as those prescribed may be used (regulation 2(2)).

The purposes for which the prescribed forms are to be used are specified in Schedule 1.

The forms prescribed by these Regulations reflect amendments to Part 2 of the Landlord and Tenant Act 1954 made by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (S.I.2003/3096).

Regulation 4 revokes the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983 and the Landlord and Tenant Act 1954, Part II (Notices) (Amendment) Regulations 1989.

A full regulatory impact assessment has not been produced for this instrument, as it has no impact on the costs of businesses, charities or voluntary bodies.