
STATUTORY INSTRUMENTS

1996 No. 725

The Business Tenancies (Northern Ireland) Order 1996

Continuation, and termination or renewal, of tenancies

Termination of tenancy by the landlord

6.—(1) Subject to Article 11, the landlord may terminate a tenancy to which this Order applies by a notice to determine served on the tenant in the prescribed form specifying the date at which the tenancy is to come to an end (in this Order referred to as “the date of termination”).

(2) A notice to determine shall not have effect unless it complies with the provisions of this Article and, subject to paragraph (3), is served not more than 12 nor less than 6 months before the date of termination specified therein.

(3) In the case of a tenancy which but for this Order could have P been brought to an end by notice to quit—

- (a) paragraph (2) shall, where but for this Order more than 6 months' notice to quit would have been required to bring the tenancy to an end, have effect with the substitution for 12 months of a period 6 months longer than the length of notice to quit which would have been required as aforesaid; and
- (b) the date of termination specified in a notice to determine shall not be earlier than the earliest date on which the immediate landlord could, but for this Order, have brought the tenancy to an end by notice to quit served on the same date as the notice to determine.

(4) In the case of a tenancy dependent on the fall of a life or other uncertain event the landlord may, after the fall of that life or the happening of that uncertain event, terminate the tenancy by a notice to determine served not more than 12 nor less than 6 months before the date of termination specified therein.

(5) In the case of any tenancy, other than a tenancy referred to in paragraph (3) or (4), a notice to determine shall not specify a date of termination earlier than the date on which, but for this Order, the tenancy would have come to an end by effluxion of time.

(6) A notice to determine shall state whether or not the landlord is willing that the tenant should have a new tenancy and—

- (a) if he is so willing, shall state the general terms of the landlord's proposals as to—
 - (i) the property to be comprised in the new tenancy (being either the whole or part of the property comprised in the current tenancy);
 - (ii) the rent to be payable under the new tenancy;
 - (iii) the duration of the new tenancy; and
 - (iv) the other terms of the new tenancy; or
- (b) if he is not so willing, shall state whether the landlord would oppose a tenancy application by the tenant and, if so, on which of the grounds mentioned in Article 12 he would do so.