

SCHEDULES

SCHEDULE 1

Article 35.

PROVISIONS FOR THE PURPOSES OF THIS ORDER WHERE SEVERAL PERSONS STAND IN RELATION OF LANDLORD AND TENANT

Definitions

1. In this Schedule the following expressions have the meanings hereby assigned to them in relation to a tenancy (“the relevant tenancy”), that is to say—

“the competent landlord” means the person who in relation to the tenancy is for the time being the landlord (as defined by Article 2(2)) for the purposes of this Order;

“mesne landlord” means a tenant whose estate is intermediate between the relevant tenancy and the estate of the competent landlord; and

“superior landlord” means a person whose estate is superior to the estate of the competent landlord.

Acts of competent landlords binding on other landlords

2.—(1) Any notice to determine served by the competent landlord under this Order to terminate the relevant tenancy, and any agreement made between that landlord and the tenant as to the granting, duration, or terms of a future tenancy, being an agreement made for the purposes of this Order, shall bind the estate of any mesne landlord notwithstanding that he has not consented to the service of the notice or was not a party to the agreement.

(2) The competent landlord shall have power for the purposes of this Order to give effect to any agreement with the tenant for the grant of a new tenancy beginning with the coming to an end of the relevant tenancy, notwithstanding that the competent landlord will not be the immediate landlord at the commencement of the new tenancy, and any instrument made in the exercise of the power conferred by this sub-paragraph shall have effect as if the mesne landlord had been a party thereto.

(3) Nothing in sub-paragraphs (1) and (2) shall prejudice the provisions of paragraphs 3 and 4.

Provisions as to consent of mesne landlord to acts of competent landlord

3.—(1) If the competent landlord, not being the immediate landlord, serves any such notice or makes any such agreement as is mentioned in paragraph 2(1) without the consent of every mesne landlord, any mesne landlord whose consent has not been given thereto shall be entitled to compensation from the competent landlord for any loss arising in consequence of the service of the notice or the making of the agreement.

(2) If the competent landlord applies to any mesne landlord for his consent to such a notice or agreement, that consent shall not be unreasonably withheld or delayed, but may be given subject to any conditions which may be reasonable (including conditions as to the modification of the proposed notice or agreement or as to the payment of compensation by the competent landlord).

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

(3) Any dispute as to the amount of compensation payable under this paragraph and any question arising under this paragraph as to whether consent has been unreasonably withheld or delayed or as to whether any conditions imposed on the giving of consent are unreasonable shall be referred to and determined by the Lands Tribunal.

(4) Where the Lands Tribunal determines the amount of compensation payable under this paragraph, it shall order the payment of the sum thereof.

Consent of superior landlord required for agreements affecting his interest

4. An agreement between the competent landlord and the tenant made for the purposes of this Order in a case where—

- (a) the competent landlord is himself a tenant; and
- (b) the agreement would apart from this paragraph operate as respects any period after the coming to an end of the estate of the competent landlord,

shall not have effect unless every superior landlord who will be the immediate landlord of the tenant during any part of that period is a party to the agreement.