

Landlord and Tenant Act, 1954

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CHAPTER 56

An Act to provide security of tenure for occupying tenants under certain leases of residential property at low rents and for occupying sub-tenants of tenants under such leases; to enable tenants occupying property for business, professional or certain other purposes to obtain new tenancies in certain cases; to amend and extend the Landlord and Tenant Act, 1927, the Leasehold Property (Repairs) Act, 1938, and section eighty-four of the Law of Property Act, 1925; to confer jurisdiction on the County Court in certain disputes between landlords and tenants; to make provision for the termination of tenancies of derelict land; and for purposes connected with the matters aforesaid.

[30th July, 1954]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PART I

SECURITY OF TENURE FOR RESIDENTIAL TENANTS

Security of tenure for tenants under ground leases, etc.

1. On the termination in accordance with the provisions of this Part of this Act of a tenancy to which this section applies the tenant shall be entitled to the protection of the Rent Acts subject to and in accordance with those provisions.

Protection of residential tenants on termination of long tenancies at low rents.

2.—(1) The foregoing section applies to any long tenancy at a low, rent, being a tenancy as respects which for the time being the following condition (hereinafter referred to as "the qualifying condition") is fulfilled, that is to say that the circumstances (as respects the property comprised in the tenancy, the use of that property, and all other relevant matters) are such

Tenancies to which s. 1 applies.

PART I
—cont.

that on the coming to an end of the tenancy at that time the tenant would, if the tenancy had not been one at a low rent, be entitled by virtue of the Rent Acts to retain possession of the whole or part of the property comprised in the tenancy.

(2) At any time before, but not more than twelve months before, the term date application may be made to the court as respects any long tenancy at a low rent, not being at the time of the application a tenancy as respects which the qualifying condition is fulfilled, for an order declaring that the tenancy is not to be treated for the purposes of this Part of this Act as a tenancy to which the foregoing section applies; and where such an application is made—

(a) the court, if satisfied that the tenancy is not likely, immediately before the term date, to be a tenancy to which the foregoing section applies, but not otherwise, shall make the order;

(b) if the court makes the order, then notwithstanding anything in subsection (1) of this section the tenancy shall not thereafter be treated as a tenancy to which the foregoing section applies.

(3) Anything authorised or required to be done under the following provisions of this Part of this Act in relation to tenancies to which the foregoing section applies shall, if done before the term date in relation to a long tenancy at a low rent, not be treated as invalid by reason only that at the time at which it was done the qualifying condition was not fulfilled as respects the tenancy.

(4) In this Part of this Act the expression “long tenancy” means a tenancy granted for a term of years certain exceeding twenty-one years, whether or not subsequently extended by act of the parties or by any enactment.

(5) In this Part of this Act the expression “tenancy at a low rent” means a tenancy the rent payable in respect whereof (or where that rent is a progressive rent, the maximum rent payable in respect whereof) is less than two-thirds of the rateable value of the property comprised in the tenancy; and—

(a) if that property is a dwelling-house to which the Act of 1920 applies apart from the Act of 1939, the expression “rateable value” has in relation to it the same meaning in this subsection as it has in the Act of 1920 in relation to such a dwelling-house;

(b) if that property is not such a dwelling-house, the said expression has in relation to it the same meaning in this subsection as it has in the Act of 1920 in relation to a dwelling-house to which that Act applies by virtue of the Act of 1939.

(6) In this Part of this Act the expression “ term date ”, in relation to a tenancy granted for a term of years certain, means the date of expiry of the term.

Continuation and termination of tenancies to which s. 1 applies Continuation of tenancies to which s. 1 applies.

3.—(1) A tenancy which is current immediately before the term date and is then a tenancy to which section one of this Act applies shall not come to an end on that date except by being terminated under the provisions of this Part of this Act, and if not then so terminated shall subject to those provisions continue until so terminated and shall, while continuing by virtue of this section, be deemed (notwithstanding any change in circumstances) to be a tenancy to which section one of this Act applies.

(2) Where by virtue of the last foregoing subsection a tenancy is continued after the term date, then—

- (a) if the premises qualifying for protection are the whole of the property comprised in the tenancy, the tenancy shall continue at the same rent and in other respects on the same terms as before the term date ;
- (b) if the premises qualifying for protection are only part of the property comprised in the tenancy, the tenancy while continuing after the term date shall have effect as a tenancy of those premises to the exclusion of the remainder of the property, and at a rent to be ascertained by apportioning the rent payable before the term date as between those premises and the remainder of the property, and in other respects on the same terms (subject to any necessary modifications) as before the term date.

(3) In this Part of this Act the expression “ the premises qualifying for protection ” means the aggregate of the premises of which, if the tenancy in question were not one at a low rent, the tenant would be entitled to retain possession by virtue of the Rent Acts after the coming to an end of the tenancy at the term date.

(4) Any question arising under paragraph (b) of subsection (2) of this section as to the premises comprised in a tenancy continuing as mentioned in that paragraph, as to the rent payable in respect of a tenancy so continuing, or as to any of the terms of such a tenancy, shall be determined by agreement between the landlord and the tenant or, on the application of either of them, by the court.

4.—(1) The landlord may terminate a tenancy to which section one of this Act applies by notice given to the tenant in the prescribed form specifying the date at which the tenancy is to be terminated by the landlord.

PART I
—cont.

come to an end (hereinafter referred to as “ the date of termination ”), being either the term date of the tenancy or a later date :

Provided that this subsection has effect subject to the provisions of this Part of this Act as to the annulment of notices in certain cases and subject to the provisions of Part IV of this Act as to the interim continuation of tenancies pending the disposal of applications to the court.

(2) A notice under the last foregoing subsection shall not have effect unless it is given not more than twelve nor less than six months before the date of termination specified therein.

(3) A notice under subsection (1) of this section shall not have effect unless it specifies the premises which the landlord believes to be, or to be likely to be, the premises qualifying for protection and either—

(a) it contains proposals for a statutory tenancy, as defined by subsection (3) of section seven of this Act, or

(b) it contains notice that, if the tenant is not willing to give up possession at the date of termination of the tenancy, of all the property then comprised in the tenancy, the landlord proposes to apply to the court, on one or more of the grounds mentioned in section twelve of this Act, for possession of the property comprised in the tenancy, and states the ground or grounds on which he proposes to apply.

(4) A notice under subsection (1) of this section shall invite the tenant, within two months after the giving of the notice, to notify the landlord in writing whether he is willing to give up possession as mentioned in paragraph (b) of the last foregoing subsection.

(5) A notice under subsection (1) of this section containing proposals such as are mentioned in paragraph (a) of subsection (3) of this section is hereinafter referred to as a “ landlord’s notice proposing a statutory tenancy ”, and a notice under subsection (1) of this section not containing such proposals is hereinafter referred to as a “ landlord’s notice to resume possession ”.

(6) References in this Part of this Act to an election by the tenant to retain possession are references to his notifying the landlord, in accordance with subsection (4) of this section, that he will not be willing to give up possession.

Termination
of tenancy by
the tenant.

5.—(1) A tenancy to which section one of this Act applies may be brought to an end at the term date thereof by not less than one month’s notice in writing given by the tenant to the immediate landlord.

(2) A tenancy continuing after the term date thereof by virtue of section three of this Act may be brought to an end at any

time by not less than one month's notice in writing given by the tenant to the immediate landlord, whether the notice is given after or before the term date of the tenancy.

(3) The fact that the landlord has given a notice under subsection (1) of the last foregoing section, or that the tenant has elected to retain possession, shall not prevent the tenant from giving a notice terminating the tenancy at a date earlier than the date of termination specified in the landlord's notice.

Statutory tenancies arising under Part I

6.—(1) Where a tenancy is terminated by a landlord's notice proposing a statutory tenancy the Rent Acts shall apply, subject as hereinafter provided, as if the tenancy (hereinafter referred to as "the former tenancy")—

Application
of Rent Acts
where tenant
retains
possession.

(a) had been a tenancy of the dwelling-house, as hereinafter defined, and

(b) had been a tenancy at a rent equal to the standard rent agreed or determined in accordance with the next following section, and otherwise on the terms so agreed or determined and no other terms.

(2) The said Acts shall not apply as aforesaid, if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy, unless the tenant has elected to retain possession.

(3) In this Part of this Act the expression "the dwelling-house" means the premises agreed between the landlord and the tenant or determined by the court,—

(a) if the agreement or determination is made on or after the term date of the former tenancy, to be the premises which as respects that tenancy are the premises qualifying for protection,

(b) if the agreement or determination is made before the term date of the former tenancy, to be the premises which are likely to be the premises qualifying for protection.

(4) The Acts of 1920 to 1938, as applied by subsection (1) of this section, shall have effect in relation to the dwelling-house as they have effect in relation to premises to which they were applied by the Act of 1939, but subject to the following adaptations, that is to say,—

(a) paragraph (h) of the First Schedule to the Act of 1933 (under which a landlord who purchased after the date therein mentioned is excepted from the provisions of that paragraph as to obtaining possession for occupation for himself or certain relatives of his) shall have effect with the substitution, for the reference to the

PART I
—cont.

date therein mentioned, of a reference to the twenty-first day of November, nineteen hundred and fifty; and

- (b) subject to the last foregoing paragraph, the said Acts shall have effect as aforesaid with the substitution, for references to the passing or the commencement of the Act of 1939, of references to the coming to an end of the former tenancy.

(5) Subsections (1) and (2) of section twenty-three of the Housing Repairs and Rents Act, 1954, shall not apply where the standard rent of the dwelling-house (within the meaning of that section) is a rent agreed or determined in accordance with the next following section.

Settlement
of terms of
statutory
tenancy.

7.—(1) The standard rent of the dwelling-house during the period of the statutory tenancy, and the other terms on which the tenant and any successor to his statutory tenancy may retain possession of the dwelling-house during that period, shall be such as may be agreed between the landlord and the tenant or determined by the court; and for the avoidance of doubt it is hereby declared that section one of the Act of 1949 (which enables standard rents to be varied by a tribunal in certain circumstances) does not apply to the standard rent of the dwelling-house during the period of the statutory tenancy.

(2) A landlord's notice proposing a statutory tenancy and anything done in pursuance thereof shall cease to have effect if by the beginning of the period of two months ending with the date of termination specified in the notice any of the following matters, that is to say,—

- (a) what premises are to constitute the dwelling-house;
- (b) what rent is to be the standard rent of the dwelling-house during the period of the statutory tenancy, the intervals at which instalments of that rent are to be payable, and whether they are to be payable in advance or in arrear;
- (c) whether any, and if so what, initial repairs (as defined in the next following section) are to be carried out on the dwelling-house;
- (d) whether initial repairs to be so carried out are to be carried out by the landlord or by the tenant, or which of them are to be carried out by the landlord and which by the tenant; and
- (e) the matters required by the next following section to be agreed or determined in relation to repairs before the beginning of the period of the statutory tenancy,

has not been agreed between the landlord and the tenant and no application has been made by the beginning of the said

period of two months for the determination by the court of such of those matters as have not been agreed :

PART I
—cont.

Provided that this subsection shall not have effect if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy unless the tenant has elected to retain possession.

(3) In paragraph (a) of subsection (3) of section four of this Act, the expression "proposals for a statutory tenancy" means proposals as to the matters specified in paragraphs (b) to (e) of the last foregoing subsection, and such other proposals (if any) as to the terms mentioned in subsection (1) of this section as the landlord may include in his notice.

(4) Any such proposals—

(a) shall be made, and be expressed to be made, on the assumption that the dwelling-house will be the premises specified in the landlord's notice in accordance with subsection (3) of section four of this Act ;

(b) shall not be treated as failing to satisfy the requirements of the said subsection (3) by reason only of a difference between the premises to which the proposals relate and the premises subsequently agreed or determined to be the dwelling-house,

and in the event of any such difference the landlord shall not be bound by his proposals notwithstanding that they may have been accepted by the tenant.

(5) An application for securing a determination by the court in accordance with the foregoing provisions of this section shall be made by the landlord, and—

(a) shall be made during the currency of the landlord's notice proposing a statutory tenancy and not earlier than two months after the giving thereof, so however that if the tenant has elected to retain possession it may be made at a time not earlier than one month after the giving of the notice ;

(b) subject to the provisions of the last foregoing subsection, shall not be made for the determination of any matter as to which agreement has already been reached between the landlord and the tenant.

(6) In this Part of this Act the expression "the period of the statutory tenancy" means the period beginning with the coming to an end of the former tenancy and ending with the earliest date by which the tenant, and any successor to his statutory tenancy, have ceased to retain possession of the dwelling-house by virtue of the Rent Acts.

8.—(1) Where it is agreed between the landlord and the tenant, or determined by the court, that the terms mentioned in subsection (1) of the last foregoing section shall include the carrying

Provisions as
to repairs
during period
of statutory
tenancy.

PART I
—cont.

out of specified repairs (hereinafter referred to as “initial repairs”), and any of the initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the landlord shall be entitled to a payment (hereinafter referred to as a “payment for accrued tenant’s repairs”) of an amount equal to the cost reasonably incurred by the landlord in ascertaining what repairs are required as aforesaid and in carrying out such of the initial repairs as are so required and as respects which it has been agreed or determined as aforesaid that they are to be carried out by the landlord, excluding any part of that cost which is recoverable by the landlord otherwise than from the tenant or his predecessor in title.

(2) A payment for accrued tenant’s repairs may be made either by instalments or otherwise, as may be agreed or determined as aforesaid; and the provisions of the First Schedule to this Act shall have effect as to the time for, and method of, recovery of such payments, the persons from whom they are to be recoverable, and otherwise in relation thereto.

(3) The obligations of the landlord and the tenant as respects the repair of the dwelling-house during the period of the statutory tenancy, shall, subject to the foregoing provisions of this section, be such as may be agreed between them or as may be determined by the court.

(4) The matters referred to in paragraph (e) of subsection (2) of the last foregoing section are:

(a) which of the initial repairs (if any) are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy and, where there are any initial repairs so required, the amount to be included in the payment for accrued tenant’s repairs in respect of the cost incurred by the landlord in ascertaining what initial repairs are so required;

(b) the estimated cost of the repairs so required, in so far as they are to be carried out by the landlord;

(c) whether any payment for accrued tenant’s repairs is to be payable by instalments or otherwise, and if by instalments the amount of each instalment (subject to any necessary reduction of the last), the time at which the first is to be payable and the frequency of the instalments;

(d) whether there are to be any, and if so what, obligations as respects the repair of the dwelling-house during the period of the statutory tenancy, other than the execution of initial repairs.

(5) The provisions of the Second Schedule to this Act shall have effect as respects cases where the landlord or the tenant fails to carry out initial repairs, as to the cost of carrying out

such repairs in certain cases and as to the making of a record where required by the landlord or by the tenant, of the state of repair of the dwelling-house.

PART I
—cont.

9.—(1) Where it falls to the court to determine what initial repairs (if any) should be carried out by the landlord, the court shall not, except with the consent of the landlord and the tenant, require the carrying out of initial repairs in excess of what is required to bring the dwelling-house into good repair or the carrying out of any repairs not specified by the landlord in his application as repairs which he is willing to carry out.

Principles to be observed in determining terms of statutory tenancy as to repairs and rent.

(2) In the last foregoing subsection the expression "good repair" means good repair as respects both structure and decoration, having regard to the age, character and locality of the dwelling-house.

(3) Notwithstanding anything in subsection (1) of section seven of this Act, the court shall not have power to determine that any initial repairs shall be carried out by the tenant except with his consent.

(4) Any obligations imposed by the court under this Part of this Act as to keeping the dwelling-house in repair during the period of the statutory tenancy shall not be such as to require the dwelling-house to be kept in a better state of repair than the state which may be expected to subsist after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, in a better state of repair than the state subsisting at the time of the court's determination of what obligations are to be imposed.

(5) Where it falls to the court to determine the rent which should be the standard rent of the dwelling-house during the period of the statutory tenancy, the court shall have regard in particular—

- (a) to the state of repair of the dwelling-house which may be expected to subsist after the completion of the initial repairs (if any) to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, to the state of repair at the time of the court's determination, and
- (b) to the terms (other than terms as to rent, as to initial repairs and as to any payment for accrued tenant's repairs) which will have effect as respects the dwelling-house during the period of the statutory tenancy,

and the rent determined by the court shall be the rent which, irrespective of the personal circumstances of the parties, in its opinion would be a reasonable rent for the dwelling-house on a letting in that state of repair and on those terms.

PART I
—cont.Provisions as
to liabilities
under tenant's
covenants in
former lease.

10.—(1) If on the termination of the former tenancy the tenant retains possession of the dwelling-house by virtue of section six of this Act, any liability, whether of the tenant or of any predecessor in title of his, arising under the terms of the former tenancy shall be extinguished:

Provided that this subsection shall not affect any liability—

- (a) for failure to pay rent or rates or to insure or keep insured, or
- (b) in respect of the use of any premises for immoral or illegal purposes,

or any liability under the terms of the former tenancy in so far as those terms related to property other than the dwelling-house.

(2) During the period of the statutory tenancy no order shall be made for the recovery of possession of the dwelling-house from the tenant on any of the grounds specified in paragraphs (a) and (b) of the First Schedule to the Act of 1933 (which relate to the recovery of possession where an obligation of the tenancy has been broken or where certain specified acts or defaults have been committed) by reason only of any act or default which occurred before the date of termination of the former tenancy.

Operation of
Rent Acts after
end of period
of statutory
tenancy.

11. As from the end of the period of the statutory tenancy, the operation of the Rent Acts in relation to any premises which during that period were, or formed part of, the dwelling-house shall be the same as if neither the premises which were during that period the dwelling-house nor any part of those premises had ever been let before the end of that period:

Provided that nothing in the foregoing provisions of this section shall affect any part of the premises so long as a person retains possession of that part by virtue of the Rent Acts in consequence of a letting effected during the period of the statutory tenancy.

*Provisions as to possession on termination of long tenancy*Grounds for
resumption of
possession by
landlord.

12.—(1) The grounds on which a landlord may apply to the court for possession of the property comprised in a tenancy to which section one of this Act applies are the following:—

- (a) that for purposes of redevelopment after the termination of the tenancy the landlord proposes to demolish or reconstruct the whole or a substantial part of the relevant premises;
- (b) the grounds specified in the Third Schedule to this Act (which correspond, subject to the necessary modifications, to the grounds on which a court may make an order for possession under the Rent Acts).

(2) In this section the expression "the relevant premises" means—

PART I
—cont.

- (a) as respects any time after the term date, the premises of which, if the tenancy were not one at a low rent, the tenant would have been entitled to retain possession by virtue of the Rent Acts after the coming to an end of the tenancy at the term date ;
- (b) as respects any time before the term date, the premises agreed between the landlord and the tenant or determined by the court to be likely to be the premises of which, if the tenancy were not one at a low rent, the tenant would be entitled to retain possession as aforesaid.

13.—(1) Where a landlord's notice to resume possession has been served and either— Landlord's
application
for possession.

- (a) the tenant elects to retain possession, or
- (b) at the end of the period of two months after the service of the landlord's notice the qualifying condition is fulfilled as respects the tenancy,

the landlord may apply to the court for an order under this section on such of the grounds mentioned in the last foregoing section as may be specified in the notice :

Provided that the application shall not be made later than two months after the tenant elects to retain possession, or, if he has not elected to retain possession, later than four months after the service of the notice.

(2) Where the ground or one of the grounds for claiming possession specified in the landlord's notice was that mentioned in paragraph (a) of subsection (1) of the last foregoing section, then if on such an application the court is satisfied that the landlord has established that ground as respects premises specified in the application, and is further satisfied,—

- (a) that on the said ground possession of the specified premises will be required by the landlord on the termination of the tenancy ; and
- (b) that the landlord has made such preparations (including the obtaining, or, if that is not reasonably practicable in the circumstances, preparations relating to the obtaining, of any requisite permission or consent, whether from any authority whose permission or consent is required under any enactment or from the owner of any interest in any property) for proceeding with the redevelopment as are reasonable in the circumstances,

the court shall order that the tenant shall, on the termination of the tenancy, give up possession of all the property then comprised in the tenancy.

PART I
—cont.

(3) Where in a case falling within the last foregoing subsection the court is not satisfied as therein mentioned, but would be satisfied if the date of termination of the tenancy had been such date (in this subsection referred to as "the postponed date") as the court may determine, being a date later, but not more than one year later, than the date of termination specified in the landlord's notice, the court shall, if the landlord so requires, make an order specifying the postponed date and otherwise to the following effect, that is to say:—

- (a) that the tenancy shall not come to an end on the date of termination specified in the landlord's notice but shall continue thereafter, as respects the whole of the property comprised therein, at the same rent and in other respects on the same terms as before that date;
- (b) that unless the tenancy comes to an end before the postponed date, the tenant shall on that date give up possession of all the property then comprised in the tenancy.

(4) Where the ground or one of the grounds for claiming possession specified in the landlord's notice was one mentioned in the Third Schedule to this Act, then if on an application made in accordance with subsection (1) of this section the court is satisfied that the landlord has established that ground and that it is reasonable that the landlord should be granted possession, the court shall order that the tenant shall, on the termination of the tenancy, give up possession of all the property then comprised in the tenancy.

(5) Nothing in the foregoing provisions of this section shall prejudice any power of the tenant under section five of this Act to terminate the tenancy; and subsection (2) of that section shall apply where the tenancy is continued by an order under subsection (3) of this section as it applies where the tenancy is continued by virtue of section three of this Act.

Provisions
where tenant
not ordered
to give up
possession.

14.—(1) The provisions of this section shall have effect where in a case falling within paragraph (a) or (b) of subsection (1) of the last foregoing section the landlord does not obtain an order under the last foregoing section.

(2) If at the expiration of the period within which an application under the last foregoing section may be made the landlord has not made such an application, the landlord's notice, and anything done in pursuance thereof, shall thereupon cease to have effect.

(3) If before the expiration of the said period the landlord has made an application under the last foregoing section, but the result of the application, at the time when it is finally disposed of, is that no order is made, the landlord's notice shall

cease to have effect; but if within one month after the application to the court is finally disposed of the landlord gives a landlord's notice proposing a statutory tenancy, the earliest date which may be specified therein as the date of termination shall, notwithstanding anything in subsection (2) of section four of this Act, be the expiration of three months from the giving of the subsequent notice.

(4) The reference in the last foregoing subsection to the time at which an application is finally disposed of shall be construed as a reference to the earliest time at which the proceedings on the application (including any proceedings on or in consequence of an appeal) have been determined and any time for appealing or further appealing has expired, except that if the application is withdrawn or any appeal is abandoned the reference shall be construed as a reference to the time of withdrawal or abandonment.

(5) A landlord's notice to resume possession may be withdrawn at any time by notice in writing served on the tenant (without prejudice, however, to the power of the court to make an order as to costs if the notice is withdrawn after the landlord has made an application under the last foregoing section); and if within one month of the withdrawal of a landlord's notice to resume possession the landlord gives a landlord's notice proposing a statutory tenancy, the earliest date which may be specified therein as the date of termination shall, notwithstanding anything in subsection (2) of section four of this Act, be the expiration of three months from the giving of the subsequent notice or six months from the giving of the withdrawn notice, whichever is the later.

(6) Where by virtue of subsection (3) or (5) of this section the landlord gives a landlord's notice proposing a statutory tenancy which specifies as the date of termination a date earlier than six months after the giving of the notice, subsection (2) of section seven of this Act shall apply in relation to the notice with the substitution, for references to the period of two months ending with the date of termination specified in the notice and the beginning of that period, of references to the period of three months beginning with the giving of the notice and the end of that period.

Protection of sub-tenants on coming to end of superior long tenancy at low rent

15.—(1) For the purposes of subsection (3) of section fifteen of the Act of 1920 (which provides that, where the interest of a tenant comes to an end for any reason, a sub-tenant to whom the premises or any part have been lawfully sublet shall be deemed to become the tenant of the superior landlord), the interest of a tenant under a long tenancy shall, notwithstanding

Protection of
Rent Acts not
to be lost on
coming to an
end of
superior long
tenancy at a
low rent.

PART I
—cont.

the provisions of subsection (7) of section twelve of that Act, not be disregarded by reason only that the rent payable in respect of the tenancy is one falling within the said subsection (7):

Provided that this section shall not have effect where the sub-tenancy in question was created (whether immediately or derivatively) after the commencement of this Act out of a long tenancy in respect of which either of the following conditions were fulfilled at the time of the creation of the sub-tenancy, that is to say—

(a) that a notice to terminate the long tenancy had been given under subsection (1) of section four of this Act, or

(b) that the long tenancy was being continued by subsection (1) of section three of this Act,

unless the sub-tenancy was created with the consent in writing of the person who at the time when it was created was the landlord.

(2) The last foregoing subsection shall not prejudice paragraph (d) of the First Schedule to the Act of 1933 (which gives the court power in certain cases to make an order for possession where the tenant has sublet the dwelling-house).

General and supplementary provisions

Relief for
tenant where
landlord
proceeding to
enforce
covenants.

16.—(1) The provisions of the next following subsection shall have effect where, in the case of a tenancy to which section one of this Act applies,—

(a) the immediate landlord has brought proceedings to enforce a right of re-entry or forfeiture or a right to damages in respect of a failure to comply with any terms of the tenancy,

(b) the tenant has made application in the proceedings for relief under this section, and

(c) the court makes an order for the recovery from the tenant of possession of the property comprised in the tenancy or for the payment by the tenant of such damages as aforesaid, and the order is made at a time earlier than seven months before the term date of the tenancy.

(2) The operation of the order shall be suspended for a period of fourteen days from the making thereof, and if before the end of that period the tenant gives notice in writing to the immediate landlord that he desires that the provisions of the two following paragraphs shall have effect, and lodges a copy of the notice in the court,—

(a) the order shall not have effect except if and in so far as it provides for the payment of costs, and

(b) the tenancy shall thereafter have effect, and this Part of this Act shall have effect in relation thereto, as if it had been granted for a term expiring at the expiration of seven months from the making of the order.

(3) In any case falling within paragraphs (a) and (b) of subsection (1) of this section, the court shall not make any such order as is mentioned in paragraph (c) thereof unless the time of the making of the order falls earlier than seven months before the term date of the tenancy:

Provided that (without prejudice to section ten of this Act) this subsection shall not prevent the making of an order for the payment of damages in respect of a failure, as respects any premises, to comply with the terms of a tenancy if, at the time when the order is made, the tenancy has come to an end as respects those premises.

(4) The foregoing provisions of this section shall not have effect in relation to a failure to comply with—

- (a) any term of a tenancy as to payment of rent or rates or as to insuring or keeping insured any premises, or
- (b) any term restricting the use of any premises for immoral or illegal purposes.

(5) References in this section to proceedings to enforce a right to damages in respect of a failure to comply with any terms of a tenancy shall be construed as including references to proceedings for recovery from the tenant of expenditure incurred by or recovered from the immediate landlord in consequence of such a failure on the part of the tenant.

(6) Nothing in the foregoing provisions of this section shall prejudice any right to apply for relief under any other enactment.

(7) Subsection (3) of section two of this Act shall not have effect in relation to this section.

17. The provisions of this Part of this Act shall have effect notwithstanding any agreement to the contrary:

Provided that nothing in this Part of this Act shall be construed as preventing the surrender of a tenancy.

Prohibition of
agreements
excluding
Part I.

18.—(1) Where the property comprised in a long tenancy at a low rent is or includes residential premises, then at any time during the last two years of the term of the tenancy, or (if the tenancy is being continued after the term date by subsection (1) of section three of this Act) at any time while the tenancy is being so continued, the immediate landlord or any superior landlord may give to the tenant or any sub-tenant of premises comprised in the long tenancy a notice in the prescribed form

Duty of tenants
of residential
property to
give informa-
tion to
landlords or
superior
landlords.

PART I
—cont.

requiring him to notify the landlord or superior landlord, as the case may be,—

- (a) whether the interest of the person to whom the notice is given has effect subject to any sub-tenancy on which that interest is immediately expectant and, if so,
- (b) what premises are comprised in the sub-tenancy, for what term it has effect (or, if it is terminable by notice, by what notice it can be terminated), what is the rent payable thereunder, who is the sub-tenant and (to the best of the knowledge and belief of the person to whom the notice is given) whether the sub-tenant is in occupation of the premises comprised in the sub-tenancy or any part of those premises and, if not, what is the sub-tenant's address,

and it shall be the duty of the person to whom such a notice is given to comply therewith within one month of the giving of the notice.

(2) In this section the expression "residential premises" means premises normally used, or adapted for use, as one or more dwellings, the expression "sub-tenant" in relation to a long tenancy means the owner of a tenancy created (whether immediately or derivatively) out of the long tenancy and includes a person retaining possession of any premises by virtue of the Rent Acts after the coming to an end of a sub-tenancy, and the expression "sub-tenancy" includes a right so to retain possession.

Application of
Part I to
tenancies
granted in
continuation of
long tenancies.

19.—(1) Where on the coming to an end of a tenancy at a low rent the person who was tenant thereunder immediately before the coming to an end thereof becomes (whether by grant or by implication of law) tenant of the whole or any part of the property comprised therein under another tenancy at a low rent, then if the first tenancy was a long tenancy or is deemed by virtue of this subsection to have been a long tenancy the second tenancy shall be deemed for the purposes of this Part of this Act to be a long tenancy irrespective of its terms.

(2) In relation to a tenancy from year to year or other tenancy not granted for a term of years certain, being a tenancy which by virtue of the last foregoing subsection is to be deemed to be a long tenancy, this Part of this Act shall have effect subject to the modifications set out in the Fourth Schedule to this Act.

Assumptions
on which court
to determine
future
questions.

20. Where under this Part of this Act any question falls to be determined by the court by reference to the circumstances at a future date, the court shall have regard to all rights, interests and obligations under or relating to the tenancy as they subsist at the time of the determination and to all relevant circumstances

as they then subsist and shall assume, except in so far as the contrary is shown, that those rights, interests, obligations and circumstances will continue to subsist unchanged until the said future date.

PART I
—cont.

21.—(1) Subject to the provisions of this section, in this Part of this Act the expression “the landlord”, in relation to a tenancy (in this section referred as to “the relevant tenancy”), means the person (whether or not he is the immediate landlord) who is the owner of that interest in the property comprised in the relevant tenancy which for the time being fulfils the following conditions, that is to say—

Meaning of
“the landlord”
in Part I and
provisions as
to mesne
landlords etc.

(a) that it is an interest in reversion expectant (whether immediately or not) on the termination of the relevant tenancy, and

(b) that it is either the fee simple or a tenancy the duration of which is at least five years longer than that of the relevant tenancy,

and is not itself in reversion expectant (whether immediately or not) on an interest which fulfils those conditions.

(2) References in this Part of this Act to a notice to quit given by the landlord are references to a notice to quit given by the immediate landlord.

(3) For the purposes of subsection (1) of this section the question whether a tenancy (hereinafter referred to as “the superior tenancy”) is to be treated as having a duration at least five years longer than that of the relevant tenancy shall be determined as follows:—

(a) if the term date of the relevant tenancy has not passed, the superior tenancy shall be so treated unless it is due to expire at a time earlier than five years after the term date or can be brought to an end at such a time by notice to quit given by the landlord;

(b) if the term date of the relevant tenancy has passed, the superior tenancy shall be so treated unless it is due to expire within five years or can be brought to an end within five years by notice to quit given by the landlord.

(4) In relation to the premises constituting the dwelling-house where the Rent Acts apply by virtue of subsection (1) of section six of this Act, the expression “the landlord”, as respects any time falling within the period of the statutory tenancy, means the person who as respects those premises is the landlord of the tenant for the purposes of the Rent Acts:

Provided that in relation to the carrying out of initial repairs, and to any payment for accrued tenant's repairs, the said expression, as respects any time falling within that period, means

PART I
—cont.

the person whose interest in the dwelling-house fulfils the following conditions, that is to say:—

- (a) that it is not due to expire within five years and is not capable of being brought to an end within five years by notice to quit given by the landlord, and
- (b) that it is not itself in reversion expectant on an interest which is not due to expire or capable of being brought to an end as aforesaid.

(5) The provisions of the Fifth Schedule to this Act shall have effect for the application of this Part of this Act to cases where the immediate landlord of the tenant is not the owner of the fee simple in respect of the premises in question.

(6) Notwithstanding anything in subsection (1) of this section, if at any time the interest which apart from this subsection would be the interest of the landlord is an interest not bound by this Part of this Act and is not the interest of the immediate landlord, then as respects that time the expression “the landlord” means in this Part of this Act (subject to the provisions of subsection (2) of this section) the person (whether or not he is the immediate landlord) who has the interest in the property comprised in the relevant tenancy immediately derived out of the interest not bound by this Part of this Act.

In this subsection the expression “interest not bound by this Part of this Act” means an interest belonging to Her Majesty in right of the Crown or the Duchy of Lancaster or to the Duchy of Cornwall, or belonging to a Government department or held on behalf of Her Majesty for the purposes of a Government department.

Interpretation
of Part I.

22.—(1) In this Part of this Act:—

“Act of 1920”, “Act of 1933”, “Act of 1938”, “Act of 1939” and “Act of 1949” mean respectively the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, the Increase of Rent and Mortgage Interest (Restrictions) Act, 1938, the Rent and Mortgage Interest Restrictions Act, 1939, and the Landlord and Tenant (Rent Control) Act, 1949, and “Acts of 1920 to 1938” means the Rent and Mortgage Interest Restrictions Acts, 1920 to 1938;

“date of termination” has the meaning assigned to it by subsection (1) of section four of this Act;

“the dwelling-house” has the meaning assigned to it by subsection (3) of section six of this Act;

“election to retain possession” has the meaning assigned to it by subsection (6) of section four of this Act;

“former tenancy” has the meaning assigned to it by subsection (1) of section six of this Act;

- “ initial repairs ” has the meaning assigned to it by subsection (1) of section eight of this Act ;
- “ the landlord ” has the meaning assigned to it by the last foregoing section ;
- “ landlord’s notice proposing a statutory tenancy ” and “ landlord’s notice to resume possession ” have the meanings assigned to them respectively by subsection (5) of section four of this Act ;
- “ long tenancy ” has the meaning assigned to it by subsection (4) of section two of this Act ;
- “ order ” includes judgment ;
- “ payment for accrued tenant’s repairs ” has the meaning assigned to it by subsection (1) of section eight of this Act ;
- “ the period of the statutory tenancy ” has the meaning assigned to it by subsection (6) of section seven of this Act ;
- “ premises qualifying for protection ” has the meaning assigned to it by subsection (3) of section three of this Act ;
- “ qualifying condition ” has the meaning assigned to it by subsection (1) of section two of this Act ;
- “ the Rent Acts ” means the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939 and the Act of 1949 ;
- “ tenancy at a low rent ” has the meaning assigned to it by subsection (5) of section two of this Act ;
- “ term date ” has the meaning assigned to it by subsection (6) of section two of this Act.

(2) In relation to the premises constituting the dwelling-house the expression “ the tenant ” in this Part of this Act means the tenant under the former tenancy and, except as respects any payment for accrued tenant’s repairs not payable by instalments, includes any successor to his statutory tenancy, and the expression “ successor to his statutory tenancy ”, in relation to that tenant, means a person who after that tenant’s death retains possession of the dwelling-house by virtue of the Rent Acts.

(3) In determining, for the purposes of any provision of this Part of this Act, whether the property comprised in a tenancy, or any part of that property, was let as a separate dwelling, the nature of the property or part at the time of the creation of the tenancy shall be deemed to have been the same as its nature at the time in relation to which the question arises, and the purpose for which it was let under the tenancy shall be deemed to have been the same as the purpose for which it is or was used at the last-mentioned time.

PART II

SECURITY OF TENURE FOR BUSINESS, PROFESSIONAL
AND OTHER TENANTS*Tenancies to which Part II applies*

Tenancies to
which Part II
applies.

23.—(1) Subject to the provisions of this Act, this Part of this Act applies to any tenancy where the property comprised in the tenancy is or includes premises which are occupied by the tenant and are so occupied for the purposes of a business carried on by him or for those and other purposes.

(2) In this Part of this Act the expression “business” includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate.

(3) In the following provisions of this Part of this Act the expression “the holding”, in relation to a tenancy to which this Part of this Act applies, means the property comprised in the tenancy, there being excluded any part thereof which is occupied neither by the tenant nor by a person employed by the tenant and so employed for the purposes of a business by reason of which the tenancy is one to which this Part of this Act applies.

(4) Where the tenant is carrying on a business, in all or any part of the property comprised in a tenancy, in breach of a prohibition (however expressed) of use for business purposes which subsists under the terms of the tenancy and extends to the whole of that property, this Part of this Act shall not apply to the tenancy unless the immediate landlord or his predecessor in title has consented to the breach or the immediate landlord has acquiesced therein.

In this subsection the reference to a prohibition of use for business purposes does not include a prohibition of use for the purposes of a specified business, or of use for purposes of any but a specified business, but save as aforesaid includes a prohibition of use for the purposes of some one or more only of the classes of business specified in the definition of that expression in subsection (2) of this section.

Continuation and renewal of tenancies

Continuation
of tenancies
to which
Part II applies
and grant of
new tenancies.

24.—(1) A tenancy to which this Part of this Act applies shall not come to an end unless terminated in accordance with the provisions of this Part of this Act; and, subject to the provisions of section twenty-nine of this Act, the tenant under such a tenancy may apply to the court for a new tenancy—

- (a) if the landlord has given notice under the next following section to terminate the tenancy, or
- (b) if the tenant has made a request for a new tenancy in accordance with section twenty-six of this Act.

(2) The last foregoing subsection shall not prevent the coming to an end of a tenancy by notice to quit given by the tenant, by surrender or forfeiture, or by the forfeiture of a superior tenancy.

(3) Notwithstanding anything in subsection (1) of this section,—

(a) where a tenancy to which this Part of this Act applies ceases to be such a tenancy, it shall not come to an end by reason only of the cesser, but if it was granted for a term of years certain and has been continued by subsection (1) of this section then (without prejudice to the termination thereof in accordance with any terms of the tenancy) it may be terminated by not less than three nor more than six months' notice in writing given by the landlord to the tenant ;

(b) where, at a time when a tenancy is not one to which this Part of this Act applies, the landlord gives notice to quit, the operation of the notice shall not be affected by reason that the tenancy becomes one to which this Part of this Act applies after the giving of the notice.

25.—(1) The landlord may terminate a tenancy to which this Part of this Act applies by a notice given to the tenant in the prescribed form specifying the date at which the tenancy is to come to an end (hereinafter referred to as “the date of termination”):

Termination of
tenancy by the
landlord.

Provided that this subsection has effect subject to the provisions of Part IV of this Act as to the interim continuation of tenancies pending the disposal of applications to the court.

(2) Subject to the provisions of the next following subsection, a notice under this section shall not have effect unless it is given not more than twelve nor less than six months before the date of termination specified therein.

(3) In the case of a tenancy which apart from this Act could have been brought to an end by notice to quit given by the landlord—

(a) the date of termination specified in a notice under this section shall not be earlier than the earliest date on which apart from this Part of this Act the tenancy could have been brought to an end by notice to quit given by the landlord on the date of the giving of the notice under this section ; and

(b) where apart from this Part of this Act more than six months' notice to quit would have been required to bring the tenancy to an end, the last foregoing subsection shall have effect with the substitution for twelve months of a period six months longer than the length of notice to quit which would have been required as aforesaid.

PART II
—cont.

(4) In the case of any other tenancy, a notice under this section shall not specify a date of termination earlier than the date on which apart from this Part of this Act the tenancy would have come to an end by effluxion of time.

(5) A notice under this section shall not have effect unless it requires the tenant, within two months after the giving of the notice, to notify the landlord in writing whether or not, at the date of termination, the tenant will be willing to give up possession of the property comprised in the tenancy.

(6) A notice under this section shall not have effect unless it states whether the landlord would oppose an application to the court under this Part of this Act for the grant of a new tenancy and, if so, also states on which of the grounds mentioned in section thirty of this Act he would do so.

Tenant's
request for a
new tenancy.

26.—(1) A tenant's request for a new tenancy may be made where the tenancy under which he holds for the time being (hereinafter referred to as "the current tenancy") is a tenancy granted for a term of years certain exceeding one year, whether or not continued by section twenty-four of this Act, or granted for a term of years certain and thereafter from year to year.

(2) A tenant's request for a new tenancy shall be for a tenancy beginning with such date, not more than twelve nor less than six months after the making of the request, as may be specified therein:

Provided that the said date shall not be earlier than the date on which apart from this Act the current tenancy would come to an end by effluxion of time or could be brought to an end by notice to quit given by the tenant.

(3) A tenant's request for a new tenancy shall not have effect unless it is made by notice in the prescribed form given to the landlord and sets out the tenant's proposals as to the property to be comprised in the new tenancy (being either the whole or part of the property comprised in the current tenancy), as to the rent to be payable under the new tenancy and as to the other terms of the new tenancy.

(4) A tenant's request for a new tenancy shall not be made if the landlord has already given notice under the last foregoing section to terminate the current tenancy, or if the tenant has already given notice to quit or notice under the next following section; and not such notice shall be given by the landlord or the tenant after the making by the tenant of a request for a new tenancy.

(5) Where the tenant makes a request for a new tenancy in accordance with the foregoing provisions of this section, the current tenancy shall, subject to the provisions of subsection (2) of section thirty-six of this Act and the provisions of Part IV

of this Act as to the interim continuation of tenancies, terminate immediately before the date specified in the request for the beginning of the new tenancy.

PART II
—cont.

(6) Within two months of the making of a tenant's request for a new tenancy the landlord may give notice to the tenant that he will oppose an application to the court for the grant of a new tenancy, and any such notice shall state on which of the grounds mentioned in section thirty of this Act the landlord will oppose the application.

27.—(1) Where the tenant under a tenancy to which this Part of this Act applies, being a tenancy granted for a term of years certain, gives to the immediate landlord, not later than three months before the date on which apart from this Act the tenancy would come to an end by effluxion of time, a notice in writing that the tenant does not desire the tenancy to be continued, section twenty-four of this Act shall not have effect in relation to the tenancy.

Termination by
tenant of
tenancy for
fixed term.

(2) A tenancy granted for a term of years certain which is continuing by virtue of section twenty-four of this Act may be brought to an end on any quarter day by not less than three months' notice in writing given by the tenant to the immediate landlord, whether the notice is given before or after the date on which apart from this Act the tenancy would have come to an end.

28. Where the landlord and tenant agree for the grant to the tenant of a future tenancy of the holding, or of the holding with other land, on terms and from a date specified in the agreement, the current tenancy shall continue until that date but no longer, and shall not be a tenancy to which this Part of this Act applies.

Renewal of
tenancies by
agreement.

Application to court for new tenancies

29.—(1) Subject to the provisions of this Act, on an application under subsection (1) of section twenty-four of this Act for a new tenancy the court shall make an order for the grant of a tenancy comprising such property, at such rent and on such other terms, as are hereinafter provided.

Order by
court for
grant of a
new tenancy.

(2) Where such an application is made in consequence of a notice given by the landlord under section twenty-five of this Act, it shall not be entertained unless the tenant has duly notified the landlord that he will not be willing at the date of termination to give up possession of the property comprised in the tenancy.

(3) No application under subsection (1) of section twenty-four of this Act shall be entertained unless it is made not less than two nor more than four months after the giving of the landlord's notice under section twenty-five of this Act or, as the case may be, after the making of the tenant's request for a new tenancy.

PART II
—cont.
Opposition
by landlord to
application
for new
tenancy.

30.—(1) The grounds on which a landlord may oppose an application under subsection (1) of section twenty-four of this Act are such of the following grounds as may be stated in the landlord's notice under section twenty-five of this Act or, as the case may be, under subsection (6) of section twenty-six thereof, that is to say:—

- (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 purpose 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) subject as hereinafter provided, that 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.

(2) The landlord shall not be entitled to oppose an application on the ground specified in paragraph (g) of the last foregoing subsection if the interest of the landlord, or an interest which has merged in that interest and but for the merger would be the interest of the landlord, was purchased or created after the beginning of the period of five years which ends with the termination of the current tenancy, and at all times since the purchase or creation thereof the holding has been comprised in a tenancy or successive tenancies of the description specified in subsection (1) of section twenty-three of this Act.

31.—(1) If the landlord opposes an application under subsection (1) of section twenty-four of this Act on grounds on which he is entitled to oppose it in accordance with the last foregoing section and establishes any of those grounds to the satisfaction of the court, the court shall not make an order for the grant of a new tenancy. Dismissal of application for new tenancy where landlord successfully opposes.

(2) Where in a case not falling within the last foregoing subsection the landlord opposes an application under the said subsection (1) on one or more of the grounds specified in paragraphs (d), (e) and (f) of subsection (1) of the last foregoing section but establishes none of those grounds to the satisfaction of the court, then if the court would have been satisfied of any of those grounds if the date of termination specified in the landlord's notice or, as the case may be, the date specified in the tenant's request for a new tenancy as the date from which the new tenancy is to begin, had been such later date as the court may determine, being a date not more than one year later than the date so specified,—

(a) the court shall make a declaration to that effect, stating of which of the said grounds the court would have been satisfied as aforesaid and specifying the date determined by the court as aforesaid, but shall not make an order for the grant of a new tenancy ;

PART II
—cont.

(b) if, within fourteen days after the making of the declaration, the tenant so requires the court shall make an order substituting the said date for the date specified in the said landlord's notice or tenant's request, and thereupon that notice or request shall have effect accordingly.

Property to be
comprised in
new tenancy.

32.—(1) Subject to the next following subsection, an order under section twenty-nine of this Act for the grant of a new tenancy shall be an order for the grant of a new tenancy of the holding; and in the absence of agreement between the landlord and the tenant as to the property which constitutes the holding the court shall in the order designate that property by reference to the circumstances existing at the date of the order.

(2) The foregoing provisions of this section shall not apply in a case where the property comprised in the current tenancy includes other property besides the holding and the landlord requires any new tenancy ordered to be granted under section twenty-nine of this Act to be a tenancy of the whole of the property comprised in the current tenancy; but in any such case—

- (a) any order under the said section twenty-nine for the grant of a new tenancy shall be an order for the grant of a new tenancy of the whole of the property comprised in the current tenancy, and
- (b) references in the following provisions of this Part of this Act to the holding shall be construed as references to the whole of that property.

(3) Where the current tenancy includes rights enjoyed by the tenant in connection with the holding, those rights shall be included in a tenancy ordered to be granted under section twenty-nine of this Act.

Duration of
new tenancy.

33. Where on an application under this Part of this Act the court makes an order for the grant of a new tenancy, the new tenancy shall be such tenancy as may be agreed between the landlord and the tenant, or, in default of such an agreement, shall be such a tenancy as may be determined by the court to be reasonable in all the circumstances, being, if it is a tenancy for a term of years certain, a tenancy for a term not exceeding fourteen years, and shall begin on the coming to an end of the current tenancy.

Rent under
new tenancy.

34. The rent payable under a tenancy granted by order of the court under this Part of this Act shall be such as may be agreed between the landlord and the tenant or as, in default of such agreement, may be determined by the court to be that at which, having regard to the terms of the tenancy (other than those relating to rent), the holding might reasonably be expected

to be let in the open market by a willing lessor, there being disregarded—

PART II
—cont.

- (a) any effect on rent of the fact that the tenant has or his predecessors in title have been in occupation of the holding,
- (b) any goodwill attached to the holding by reason of the carrying on thereat of the business of the tenant (whether by him or by a predecessor of his in that business),
- (c) any effect on rent of any improvement carried out by the tenant or a predecessor in title of his otherwise than in pursuance of an obligation to his immediate landlord,
- (d) in the case of a holding comprising licensed premises, any addition to its value attributable to the licence, if it appears to the court that having regard to the terms of the current tenancy and any other relevant circumstances the benefit of the licence belongs to the tenant.

35. The terms of a tenancy granted by order of the court under this Part of this Act (other than terms as to the duration thereof and as to the rent payable thereunder) shall be such as may be agreed between the landlord and the tenant or as, in default of such agreement, may be determined by the court; and in determining those terms the court shall have regard to the terms of the current tenancy and to all relevant circumstances. Other terms of new tenancy.

36.—(1) Where under this Part of this Act the court makes an order for the grant of a new tenancy, then, unless the order is revoked under the next following subsection or the landlord and the tenant agree not to act upon the order, the landlord shall be bound to execute or make in favour of the tenant, and the tenant shall be bound to accept, a lease or agreement for a tenancy of the holding embodying the terms agreed between the landlord and the tenant or determined by the court in accordance with the foregoing provisions of this Part of this Act; and where the landlord executes or makes such a lease or agreement the tenant shall be bound, if so required by the landlord, to execute a counterpart or duplicate thereof. Carrying out of order for new tenancy.

(2) If the tenant, within fourteen days after the making of an order under this Part of this Act for the grant of a new tenancy, applies to the court for the revocation of the order the court shall revoke the order; and where the order is so revoked, then, if it is so agreed between the landlord and the tenant or determined by the court, the current tenancy shall continue, beyond the date at which it would have come to an end apart from this subsection, for such period as may be so agreed or determined to be necessary to afford to the landlord a reasonable

PART II
—cont.

opportunity for reletting or otherwise disposing of the premises which would have been comprised in the new tenancy; and while the current tenancy continues by virtue of this subsection it shall not be a tenancy to which this Part of this Act applies.

(3) Where an order is revoked under the last foregoing subsection any provision thereof as to payment of costs shall not cease to have effect by reason only of the revocation; but the court may, if it thinks fit, revoke or vary any such provision or, where no costs have been awarded in the proceedings for the revoked order, award such costs.

(4) A lease executed or agreement made under this section, in a case where the interest of the lessor is subject to a mortgage, shall be deemed to be one authorised by section ninety-nine of the Law of Property Act, 1925 (which confers certain powers of leasing on mortgagors in possession), and subsection (13) of that section (which allows those powers to be restricted or excluded by agreement) shall not have effect in relation to such a lease or agreement.

Compensation
where order
for new
tenancy
precluded on
certain
grounds.

37.—(1) Where on the making of an application under section twenty-four of this Act the court is precluded (whether by subsection (1) or subsection (2) of section thirty-one of this Act) from making an order for the grant of a new tenancy by reason of any of the grounds specified in paragraphs (e), (f) and (g) of subsection (1) of section thirty of this Act and not of any grounds specified in any other paragraph of that subsection, then, subject to the provisions of this Act, the tenant shall be entitled on quitting the holding to recover from the landlord by way of compensation an amount determined in accordance with the following provisions of this section.

(2) The said amount shall be as follows, that is to say.—

- (a) where the conditions specified in the next following subsection are satisfied it shall be twice the rateable value of the holding,
- (b) in any other case it shall be the rateable value of the holding.

(3) The said conditions are—

- (a) that, during the whole of the fourteen years immediately preceding the termination of the current tenancy, premises being or comprised in the holding have been occupied for the purposes of a business carried on by the occupier or for those and other purposes;
- (b) that, if during those fourteen years there was a change in the occupier of the premises, the person who was the occupier immediately after the change was the successor to the business carried on by the person who was the occupier immediately before the change.

(4) Where the court is precluded from making an order for the grant of a new tenancy under this Part of this Act in the circumstances mentioned in subsection (1) of this section, the court shall on the application of the tenant certify that fact.

(5) For the purposes of subsection (2) of this section the rateable value of the holding shall be determined as follows:—

- (a) where in the valuation list in force at the date on which the landlord's notice under section twenty-five or, as the case may be, subsection (6) of section twenty-six of this Act is given a value is then shown as the annual value (as hereinafter defined) of the holding, the rateable value of the holding shall be taken to be that value ;
- (b) where no such value is so shown with respect to the holding but such a value or such values is or are so shown with respect to premises comprised in or comprising the holding or part of it, the rateable value of the holding shall be taken to be such value as is found by a proper apportionment or aggregation of the value or values so shown ;
- (c) where the rateable value of the holding cannot be ascertained in accordance with the foregoing paragraphs of this subsection, it shall be taken to be the value which, apart from any exemption from assessment to rates, would on a proper assesment be the value to be entered in the said valuation list as the annual value of the holding ;

and any dispute arising, whether in proceedings before the court or otherwise, as to the determination for those purposes of the rateable value of the holding shall be referred to the Commissioners of Inland Revenue for decision by a valuation officer.

An appeal shall lie to the Lands Tribunal from any decision of a valuation officer under this subsection, but subject thereto any such decision shall be final.

(6) The Commissioners of Inland Revenue may by statutory instrument make rules prescribing the procedure in connection with references under this section.

(7) In this section—

the reference to the termination of the current tenancy is a reference to the date of termination specified in the landlord's notice under section twenty-five of this Act or, as the case may be, the date specified in the tenant's request for a new tenancy as the date from which the new tenancy is to begin ;

the expression " annual value " means rateable value except that where the rateable value differs from the net annual value the said expression means net annual value ;

PART II
—cont.

the expression “ valuation officer ” means any officer of the Commissioners of Inland Revenue for the time being authorised by a certificate of the Commissioners to act in relation to a valuation list.

Restriction on agreements excluding provisions of Part II.

38.—(1) Any agreement relating to a tenancy to which this Part of this Act applies (whether contained in the instrument creating the tenancy or not) shall be void in so far as it purports to preclude the tenant from making an application or request under this Part of this Act or provides for the termination or the surrender of the tenancy in the event of his making such an application or request or for the imposition of any penalty or disability on the tenant in that event.

(2) Where—

(a) during the whole of the five years immediately preceding the date on which the tenant under a tenancy to which this Part of this Act applies is to quit the holding, premises being or comprised in the holding have been occupied for the purposes of a business carried on by the occupier or for those and other purposes, and

(b) if during those five years there was a change in the occupier of the premises, the person who was the occupier immediately after the change was the successor to the business carried on by the person who was the occupier immediately before the change,

any agreement (whether contained in the instrument creating the tenancy or not and whether made before or after the termination of that tenancy) which purports to exclude or reduce compensation under the last foregoing section shall to that extent be void, so however that this subsection shall not affect any agreement as to the amount of any such compensation which is made after the right to compensation has accrued.

(3) In a case not falling within the last foregoing subsection the right to compensation conferred by the last foregoing section may be excluded or modified by agreement.

General and supplementary provisions

Saving for compulsory acquisitions.

39.—(1) The amount of any compensation payable under section one hundred and twenty-one of the Lands Clauses Consolidation Act, 1845 (which relates to the payment of compensation and the obtaining of possession by an acquiring authority in the case of tenancies from year to year or less interests) shall, in the case of a tenancy to which this Part of this Act applies, be assessed without regard to the right of tenants to apply under this Part of this Act for the grant of new tenancies.

(2) If the amount of the compensation which would have been payable under section thirty-seven of this Act if the tenancy had come to an end in circumstances giving rise to compensation

under that section and the date at which the acquiring authority obtained possession had been the termination of the current tenancy exceeds the amount of the compensation assessed in accordance with the last foregoing subsection, that compensation shall be increased by the amount of the excess.

PART II
—cont.

(3) Nothing in section twenty-four of this Act shall affect the operation of the said section one hundred and twenty-one.

40.—(1) Where any person having an interest in any business premises, being an interest in reversion expectant (whether immediately or not) on a tenancy of those premises, serves on the tenant a notice in the prescribed form requiring him to do so, it shall be the duty of the tenant to notify that person in writing within one month of the service of the notice—

Duty of tenants and landlords of business premises to give information to each other.

- (a) whether he occupies the premises of any part thereof wholly or partly for the purposes of a business carried on by him, and
- (b) whether his tenancy has effect subject to any sub-tenancy on which his tenancy is immediately expectant and, if so, what premises are comprised in the sub-tenancy, for what term it has effect (or, if it is terminable by notice, by what notice it can be terminated), what is the rent payable thereunder, who is the sub-tenant, and (to the best of his knowledge and belief) whether the sub-tenant is in occupation of the premises or of part of the premises comprised in the sub-tenancy and, if not, what is the sub-tenant's address.

(2) Where the tenant of any business premises, being a tenant under such tenancy as is mentioned in subsection (1) of section twenty-six of this Act, serves on any of the persons mentioned in the next following subsection a notice in the prescribed form requiring him to do so, it shall be the duty of that person to notify the tenant in writing within one month after the service of the notice—

- (a) Whether he is the owner of the fee simple in respect of those premises or any part thereof or the mortgagee in possession of such an owner and, if not,
- (b) (to the best of his knowledge and belief) the name and address of the person who is his or, as the case may be, his mortgagor's immediate landlord in respect of those premises or of the part in respect of which he or his mortgagor is not the owner in fee simple, for what term his or his mortgagor's tenancy thereof has effect and what is the earliest date (if any) at which that tenancy is terminable by notice to quit given by the landlord.

PART II
—cont.

(3) The persons referred to in the last foregoing subsection are, in relation to the tenant of any business premises,—

- (a) any person having an interest in the premises, being an interest in reversion expectant (whether immediately or not) on the tenant's, and
- (b) any person being a mortgagee in possession in respect of such an interest in reversion as is mentioned in paragraph (a) of this subsection ;

and the information which any such person as is mentioned in paragraph (a) of this subsection is required to give under the last foregoing subsection shall include information whether there is a mortgagee in possession of his interest in the premises and, if so, what is the name and address of the mortgagee.

(4) The foregoing provisions of this section shall not apply to a notice served by or on the tenant more than two years before the date on which apart from this Act his tenancy would come to an end by effluxion of time or could be brought to an end by notice to quit given by the landlord.

(5) In this section—

- the expression “ business premises ” means premises used wholly or partly for the purposes of a business ;
- the expression “ mortgagee in possession ” includes a receiver appointed by the mortgagee or by the court who is in receipt of the rents and profits, and the expression “ his mortgagor ” shall be construed accordingly ;
- the expression “ sub-tenant ” includes a person retaining possession of any premises by virtue of the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939 after the coming to an end of a sub-tenancy, and the expression “ sub-tenancy ” includes a right so to retain possession.

Trusts.

41.—(1) Where a tenancy is held on trust, occupation by all or any of the beneficiaries under the trust, and the carrying on of a business by all or any of the beneficiaries, shall be treated for the purposes of section twenty-three of this Act as equivalent to occupation or the carrying on of a business by the tenant ; and in relation to a tenancy to which this Part of this Act applies by virtue of the foregoing provisions of this subsection—

- (a) references (however expressed) in this Part of this Act and in the Ninth Schedule to this Act to the business of, or to carrying on of business, use, occupation or enjoyment by, the tenant shall be construed as including references to the business of, or to carrying on of business, use, occupation or enjoyment by, the beneficiaries or beneficiary ;

(b) the reference in paragraph (d) of section thirty-four of this Act to the tenant shall be construed as including the beneficiaries or beneficiary ; and

(c) a change in the persons of the trustees shall not be treated as a change in the person of the tenant.

(2) Where the landlord's interest is held on trust the references in paragraph (g) of subsection (1) of section thirty of this Act to the landlord shall be construed as including references to the beneficiaries under the trust or any of them ; but, except in the case of a trust arising under a will or on the intestacy of any person, the reference in subsection (2) of that section to the creation of the interest therein mentioned shall be construed as including the creation of the trust.

42.—(1) For the purposes of this section two bodies corporate shall be taken to be members of a group if and only if one is a subsidiary of the other or both are subsidiaries of a third body corporate. Groups of companies.

In this subsection "subsidiary" has the same meaning as is assigned to it for the purposes of the Companies Act, 1948, by section one hundred and fifty-four of that Act.

(2) Where a tenancy is held by a member of a group, occupation by another member of the group, and the carrying on of a business by another member of the group, shall be treated for the purposes of section twenty-three of this Act as equivalent to occupation or the carrying on of a business by the member of the group holding the tenancy ; and in relation to a tenancy to which this Part of this Act applies by virtue of the foregoing provisions of this subsection—

(a) references (however expressed) in this Part of this Act and in the Ninth Schedule to this Act to the business of or to use occupation or enjoyment by the tenant shall be construed as including references to the business of or to use occupation or enjoyment by the said other member ;

(b) the reference in paragraph (d) of section thirty-four of this Act to the tenant shall be construed as including the said other member ; and

(c) an assignment of the tenancy from one member of the group to another shall not be treated as a change in the person of the tenant.

(3) Where the landlord's interest is held by a member of a group the reference in paragraph (g) of subsection (1) of section thirty of this Act to intended occupation by the landlord for the

PART II
—cont.

purposes of a business to be carried on by him shall be construed as including intended occupation by any member of the group for the purposes of a business to be carried on by that member.

Tenancies
excluded from
Part II.

43.—(1) This Part of this Act does not apply—

- (a) to a tenancy of an agricultural holding ;
- (b) to a tenancy created by a mining lease ;
- (c) to a tenancy where the property comprised therein is let under a letting to which the restrictions on the obtaining of possession by the landlord imposed by section three of the Rent and Mortgage Restrictions (Amendment) Act, 1933, apply in relation to the tenant, or would apply but for subsection (7) of section twelve of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920 ; or
- (d) to a tenancy of premises licensed for the sale of intoxicating liquor for consumption on the premises, other than premises where—
 - (i) the excise licence for the time being in force is a licence the duty in respect of which is the reduced duty payable under paragraph 3, 5, 6, 10, 11 or 12 of the Fourth Schedule to the Customs and Excise Act, 1952, or a licence granted on the provisional payment of reduced duty with a view to subsequent adjustment to the duty payable under the said paragraph 3 or the said paragraph 6 ; or
 - (ii) the Commissioners of Customs and Excise certify that no application under any of the said paragraphs has been made in respect of the period for which the excise licence for the time being in force was granted, but that if such an application had been made such a licence as is mentioned in sub-paragraph (i) of this paragraph could properly have been granted.

(2) This Part of this Act does not apply to a tenancy granted by reason that the tenant was the holder of an office, appointment or employment from the grantor thereof and continuing only so long as the tenant holds the office, appointment or employment, or terminable by the grantor on the tenant's ceasing to hold it, or coming to an end at a time fixed by reference to the time at which the tenant ceases to hold it :

Provided that this subsection shall not have effect in relation to a tenancy granted after the commencement of this Act unless the tenancy was granted by an instrument in writing which expressed the purpose for which the tenancy was granted.

(3) This Part of this Act does not apply to a tenancy granted for a term certain not exceeding three months unless—

PART II
—cont.

- (a) the tenancy contains provision for renewing the term or for extending it beyond three months from its beginning; or
- (b) the tenant has been in occupation for a period which, together with any period during which any predecessor in the carrying on of the business carried on by the tenant was in occupation, exceeds six months.

44.—(1) Subject to the next following subsection, in this Part of this Act the expression “the landlord”, in relation to a tenancy (in this section referred to as “the relevant tenancy”), means the person (whether or not he is the immediate landlord) who is the owner of that interest in the property comprised in the relevant tenancy which for the time being fulfils the following conditions, that is to say—

Meaning of “the landlord” in Part II, and provisions as to mesne landlords, etc.

- (a) that it is an interest in reversion expectant (whether immediately or not) on the termination of the relevant tenancy, and
- (b) that it is either the fee simple or a tenancy which will not come to an end within fourteen months or less by effluxion of time or by virtue of a notice to quit already given by the landlord,

and is not itself in reversion expectant (whether immediately or not) on an interest which fulfils those conditions.

(2) References in this Part of this Act to a notice to quit given by the landlord are references to a notice to quit given by the immediate landlord.

(3) The provisions of the Sixth Schedule to this Act shall have effect for the application of this Part of this Act to cases where the immediate landlord of the tenant is not the owner of the fee simple in respect of the holding.

45. In so far as the Landlord and Tenant Act, 1927, provides for compensation for goodwill where a tenancy is not renewed and for a right to the renewal of tenancies in certain cases, it shall cease to have effect; and accordingly that Act is hereby repealed to the extent specified in the third column of Part I of the Seventh Schedule to this Act.

Repeal of certain provisions of Landlord and Tenant Act, 1927.

46. In this Part of this Act:—

Interpretation of Part II.

- “business” has the meaning assigned to it by subsection (2) of section twenty-three of this Act;
- “current tenancy” has the meaning assigned to it by subsection (1) of section twenty six of this Act;

PART II
—cont.

“date of termination” has the meaning assigned to it by subsection (1) of section twenty-five of this Act;

subject to the provisions of section thirty-two of this Act, “the holding” has the meaning assigned to it by subsection (3) of section twenty-three of this Act;

“mining lease” has the same meaning as in the Landlord and Tenant Act, 1927.

PART III

COMPENSATION FOR IMPROVEMENTS

Time for making claims for compensation for improvements.

47.—(1) Where a tenancy is terminated by notice to quit, whether given by the landlord or by the tenant, or by a notice given by any person under Part I or Part II of this Act, the time for making a claim for compensation at the termination of the tenancy shall be a time falling within the period of three months beginning on the date on which the notice is given:

Provided that where the tenancy is terminated by a tenant's request for a new tenancy under section twenty-six of this Act, the said time shall be a time falling within the period of three months beginning on the date on which the landlord gives notice, or (if he has not given such a notice) the latest date on which he could have given notice, under subsection (6) of the said section twenty-six or, as the case may be, paragraph (a) of subsection (4) of section fifty-seven or paragraph (b) of subsection (1) of section fifty-eight of this Act.

(2) Where a tenancy comes to an end by effluxion of time, the time for making such a claim shall be a time not earlier than six nor later than three months before the coming to an end of the tenancy.

(3) Where a tenancy is terminated by forfeiture or re-entry, the time for making such a claim shall be a time falling within the period of three months beginning with the effective date of the order of the court for the recovery of possession of the land comprised in the tenancy or, if the tenancy is terminated by re-entry without such an order, the period of three months beginning with the date of the re-entry.

(4) In the last foregoing subsection the reference to the effective date of an order is a reference to the date on which the order is to take effect according to the terms thereof or the date on which it ceases to be subject to appeal, whichever is the later.

(5) In subsection (1) of section one of the Act of 1927, for paragraphs (a) and (b) (which specify the time for making claims

for compensation) there shall be substituted the words "and within the time limited by section forty-seven of the Landlord and Tenant Act, 1954".

PART III
—cont.

48.—(1) So much of paragraph (b) of subsection (1) of section two of the Act of 1927 as provides that a tenant shall not be entitled to compensation in respect of any improvement made in pursuance of a statutory obligation shall not apply to any improvement begun after the commencement of this Act, but section three of the Act of 1927 (which enables a landlord to object to a proposed improvement) shall not have effect in relation to an improvement made in pursuance of a statutory obligation except so much thereof as—

Amendments
as to limita-
tions on
tenant's right
to compensa-
tion.

- (a) requires the tenant to serve on the landlord notice of his intention to make the improvement together with such a plan and specification as are mentioned in that section and to supply copies of the plan and specification at the request of any superior landlord; and
- (b) enables the tenant to obtain at his expense a certificate from the landlord or the tribunal that the improvement has been duly executed.

(2) Paragraph (c) of the said subsection (1) (which provides that a tenant shall not be entitled to compensation in respect of any improvement made less than three years before the termination of the tenancy) shall not apply to any improvement begun after the commencement of this Act.

(3) No notice shall be served after the commencement of this Act under paragraph (d) of the said subsection (1) (which excludes rights to compensation where the landlord serves on the tenant notice offering a renewal of the tenancy on reasonable terms).

49. In section nine of the Act of 1927 (which provides that Part I of that Act shall apply notwithstanding any contract to the contrary made after the date specified in that section) the proviso (which requires effect to be given to such a contract where it appears to the tribunal that the contract was made for adequate consideration) shall cease to have effect except as respects a contract made before the tenth day of December, nineteen hundred and fifty-three.

Restrictions on
contracting
out.

50. In this Part of this Act the expression "Act of 1927" means the Landlord and Tenant Act, 1927, the expression "compensation" means compensation under Part I of that Act in respect of an improvement, and other expressions used in this Part of this Act and in the Act of 1927 have the same meanings in this Part of this Act as in that Act.

Interpretation
of Part III.

PART IV

MISCELLANEOUS AND SUPPLEMENTARY

Extension of
Leasehold
Property
(Repairs) Act,
1938.

51.—(1) The Leasehold Property (Repairs) Act, 1938 (which restricts the enforcement of repairing covenants in long leases of small houses) shall extend to every tenancy (whether of a house or of other property, and without regard to rateable value) where the following conditions are fulfilled, that is to say,—

- (a) that the tenancy was granted for a term of years certain of not less than seven years ;
- (b) that three years or more of the term remain unexpired at the date of the service of the notice of dilapidations or, as the case may be, at the date of commencement of the action for damages ; and
- (c) that the property comprised in the tenancy is not an agricultural holding.

(2) In accordance with the last foregoing subsection the said Act of 1938 shall be amended as follows:—

- (a) in subsection (1) of section one, for the words “ a house of a rateable value of one hundred pounds or less ” there shall be substituted the words “ all or any of the property comprised in the lease ”, and for the word “ five ” there shall be substituted the word “ three ” ;
- (b) in subsection (2) of section one, for the word “ five ” there shall be substituted the word “ three ” ;
- (c) in paragraph (b) of subsection (5) of section one, for the word “ house ” there shall be substituted the word “ premises ” and for the words from “ relating ” to the end of the paragraph there shall be substituted the words “ or for giving effect to any order of a court or requirement of any authority under any enactment or any such byelaw or other provision as aforesaid ” ;
- (d) in paragraph (c) of subsection (5) of section one, for the word “ house ”, where it first occurs, there shall be substituted the words “ premises as respects which the covenant or agreement is proposed to be enforced ”, and for the words “ the house ” in the second place in which they occur there shall be substituted the words “ those premises ” ;
- (e) in section three, for the words “ a house ” there shall be substituted the word “ premises ” ;
- (f) section four shall be omitted ;
- (g) in subsection (1) of section seven, in the definition of the expression “ lease ”, for the words “ twenty-one years or more ” there shall be substituted the words “ seven years or more, not being a lease of an agricultural holding within the meaning of the Agricultural Holdings Act, 1948 ”.

(3) The said Act of 1938 shall apply where there is an interest belonging to Her Majesty in right of the Crown or to a Government department, or held on behalf of Her Majesty for the purposes of a Government department, in like manner as if that interest were an interest not so belonging or held.

(4) Subsection (2) of section twenty-three of the Landlord and Tenant Act, 1927 (which authorises a tenant to serve documents on the person to whom he has been paying rent) shall apply in relation to any counter-notice to be served under the said Act of 1938.

(5) This section shall apply to tenancies granted, and to breaches occurring, before or after the commencement of this Act, except that it shall not apply where the notice of dilapidations was served, or the action for damages begun, before the commencement of this Act.

(6) In this section the expression "notice of dilapidations" means a notice under subsection (1) of section one hundred and forty-six of the Law of Property Act, 1925.

52.—(1) Subsection (12) of section eighty-four of the Law of Property Act, 1925 (which provides that the procedure under that section for discharging or modifying covenants affecting freeholds shall extend to leaseholds held under a term of more than seventy years of which at least fifty years have expired) shall have effect as if for the word "seventy" there were substituted the word "forty" and for the word "fifty" there were substituted the word "twenty-five".

Amendment to
Law of
Property Act,
1925, s. 84.

(2) This section shall have effect whether the term in question was created before or after the commencement of this Act.

53.—(1) Where a landlord withholds his licence or consent—

- (a) to an assignment of the tenancy or a subletting, charging or parting with the possession of the demised property or any part thereof, or
- (b) to the making of an improvement on the demised property or any part thereof, or
- (c) to a change in the use of the demised property or any part thereof, or to the making of a specified use of that property,

Jurisdiction
of county court
where lessor
refuses licence
or consent.

and the High Court has jurisdiction to make a declaration that the licence or consent was unreasonably withheld, then without prejudice to the jurisdiction of the High Court the county court shall have the like jurisdiction whatever the value of the demised property or the rent payable under the tenancy and notwithstanding that the tenant does not seek any relief other than the declaration.

PART IV
—cont.

(2) Where on the making of an application to the county court for such a declaration the court is satisfied that the licence or consent was unreasonably withheld, the court shall make a declaration accordingly.

(3) The foregoing provisions of this section shall have effect whether the tenancy in question was created before or after the commencement of this Act and whether the refusal of the licence or consent occurred before or after the commencement of this Act.

(4) Nothing in this section shall be construed as conferring jurisdiction on the county court to grant any relief other than such a declaration as aforesaid.

Determination
of tenancies of
derelict land.

54. Where a landlord, having power to serve a notice to quit, on an application to the county court satisfies the court—

(a) that he has taken all reasonable steps to communicate with the person last known to him to be the tenant, and has failed to do so.

(b) that during the period of six months ending with the date of the application neither the tenant nor any person claiming under him has been in occupation of the property comprised in the tenancy or any part thereof, and

(c) that during the said period either no rent was payable by the tenant or the rent payable has not been paid,

the court may if it thinks fit by order determine the tenancy as from the date of the order.

Compensation
for possession
obtained by
misrepresenta-
tion.

55.—(1) Where under Part I of this Act an order is made for possession of the property comprised in a tenancy, or under Part II of this Act the court refuses an order for the grant of a new tenancy, and it is subsequently made to appear to the court that the order was obtained, or the court induced to refuse the grant, by misrepresentation or the concealment of material facts, the court may order the landlord to pay to the tenant such sum as appears sufficient as compensation for damage or loss sustained by the tenant as the result of the order or refusal.

(2) In this section the expression “the landlord” means the person applying for possession or opposing an application for the grant of a new tenancy, and the expression “the tenant” means the person against whom the order for possession was made or to whom the grant of a new tenancy was refused.

Application
to Crown.

56.—(1) Subject to the provisions of this and the four next following sections, Part II of this Act shall apply where there is an interest belonging to Her Majesty in right of the Crown or the Duchy of Lancaster or belonging to the Duchy of Cornwall, or belonging to a Government department or held on

behalf of Her Majesty for the purposes of a Government department, in like manner as if that interest were an interest not so belonging or held.

(2) The provisions of the Eighth Schedule to this Act shall have effect as respects the application of Part II of this Act to cases where the interest of the landlord belongs to Her Majesty in right of the Crown or the Duchy of Lancaster or to the Duchy of Cornwall.

(3) Where a tenancy is held by or on behalf of a Government department and the property comprised therein is or includes premises occupied for any purposes of a Government department, the tenancy shall be one to which Part II of this Act applies; and for the purposes of any provision of the said Part II or the Ninth Schedule to this Act which is applicable only if either or both of the following conditions are satisfied, that is to say—

- (a) that any premises have during any period been occupied for the purposes of the tenant's business;
- (b) that on any change of occupier of any premises the new occupier succeeded to the business of the former occupier,

the said conditions shall be deemed to be satisfied respectively, in relation to such a tenancy, if during that period or, as the case may be, immediately before and immediately after the change, the premises were occupied for the purposes of a Government department.

(4) The last foregoing subsection shall apply in relation to any premises provided by a Government department without any rent being payable to the department therefor as if the premises were occupied for the purposes of a Government department.

(5) The provisions of Parts III and IV of this Act amending any other enactment which binds the Crown or applies to land belonging to Her Majesty in right of the Crown or the Duchy of Lancaster, or land belonging to the Duchy of Cornwall, or to land belonging to any Government department, shall bind the Crown or apply to such land.

(6) Sections fifty-three and fifty-four of this Act shall apply where the interest of the landlord, or any other interest in the land in question, belongs to Her Majesty in right of the Crown or the Duchy of Lancaster or to the Duchy of Cornwall, or belongs to a Government department or is held on behalf of Her Majesty for the purposes of a Government department, in like manner as if that interest were an interest not so belonging or held.

57.—(1) Where the interest of the landlord or any superior landlord in the property comprised in any tenancy belongs to or is held for the purposes of a Government department or is held by a local authority, statutory undertakers or a development corporation, the Minister or Board in charge of any Government

Modification
on grounds of
public interest
of rights under
Part II.

PART IV
—cont.

department may certify that it is requisite for the purposes of the first-mentioned department, or, as the case may be, of the authority, undertakers or corporation, that the use or occupation of the property or a part thereof shall be changed by a specified date.

(2) A certificate under the last foregoing subsection shall not be given unless the owner of the interest belonging or held as mentioned in the last foregoing subsection has given to the tenant a notice stating—

- (a) that the question of the giving of such a certificate is under consideration by the Minister or Board specified in the notice, and
- (b) that if within twenty-one days of the giving of the notice the tenant makes to that Minister or Board representations in writing with respect to that question, they will be considered before the question is determined.

and if the tenant makes any such representations within the said twenty-one days the Minister or Board shall consider them before determining whether to give the certificate.

(3) Where a certificate has been given under subsection (1) of this section in relation to any tenancy, then,—

- (a) if a notice given under subsection (1) of section twenty-five of this Act specifies as the date of termination a date not earlier than the date specified in the certificate and contains a copy of the certificate subsections (5) and (6) of that section shall not apply to the notice and no application for a new tenancy shall be made by the tenant under section twenty-four of this Act ;
- (b) if such a notice specifies an earlier date as the date of termination and contains a copy of the certificate, then if the court makes an order under Part II of this Act for the grant of a new tenancy the new tenancy shall be for a term expiring not later than the date specified in the certificate and shall not be a tenancy to which Part II of this Act applies.

(4) Where a tenant makes a request for a new tenancy under section twenty-six of this Act, and the interest of the landlord or any superior landlord in the property comprised in the current tenancy belongs or is held as mentioned in subsection (1) of this section, the following provisions shall have effect:—

- (a) if a certificate has been given under the said subsection (1) in relation to the current tenancy, and within two months after the making of the request the landlord gives notice to the tenant that the certificate has been given and the notice contains a copy of the certificate, then,—
 - (i) if the date specified in the certificate is not later than that specified in the tenant's request for a new

tenancy, the tenant shall not make an application under section twenty-four of this Act for the grant of a new tenancy ;

(ii) if, in any other case, the court makes an order under Part II of this Act for the grant of a new tenancy the new tenancy shall be for a term expiring not later than the date specified in the certificate and shall not be a tenancy to which Part II of this Act applies ;

(b) if no such certificate has been given but notice under subsection (2) of this section has been given before the making of the request or within two months thereafter, the request shall not have effect, without prejudice however to the making of a new request when the Minister or Board has determined whether to give a certificate.

(5) Where application is made to the court under Part II of this Act for the grant of a new tenancy and the landlord's interest in the property comprised in the tenancy belongs or is held as mentioned in subsection (1) of this section, the Minister or Board in charge of any Government department may certify that it is necessary in the public interest that if the landlord makes an application in that behalf the court shall determine as a term of the new tenancy that it shall be terminable by six months' notice to quit given by the landlord.

Subsection (2) of this section shall apply in relation to a certificate under this subsection, and if notice under the said subsection (2) has been given to the tenant—

(a) the court shall not determine the application for the grant of a new tenancy until the Minister or Board has determined whether to give a certificate,

(b) if a certificate is given, the court shall on the application of the landlord determine as a term of the new tenancy that it shall be terminable as aforesaid, and section twenty-five of this Act shall apply accordingly.

(6) The foregoing provisions of this section shall apply to an interest held by a Board of Governors, Regional Hospital Board or Hospital Management Committee constituted under the National Health Service Act, 1946, as they apply to an interest held by a local authority but with the substitution, for the reference to the purposes of the authority, of a reference to the purposes of that Act.

(7) Where the interest of the landlord or any superior landlord in the property comprised in any tenancy belongs to the National Trust the Minister of Works may certify that it is requisite, for the purpose of securing that the property will as

PART IV
—cont.

from a specified date be used or occupied in a manner better suited to the nature thereof, that the use or occupation of the property should be changed; and subsections (2) to (4) of this section shall apply in relation to certificates under this subsection, and to cases where the interest of the landlord or any superior landlord belongs to the National Trust, as those subsections apply in relation to certificates under subsection (1) of this section and to cases where the interest of the landlord or any superior landlord belongs or is held as mentioned in that subsection.

(8) In this and the next following section the expression "Government department" does not include the Commissioners of Crown Lands and the expression "landlord" has the same meaning as in Part II of this Act; and in the last foregoing subsection the expression "National Trust" means the National Trust for Places of Historic Interest or Natural Beauty.

Termination
on special
grounds of
tenancies to
which Part II
applies

58.—(1) Where the landlord's interest in the property comprised in any tenancy belongs to or is held for the purposes of a Government department, and the Minister or Board in charge of any Government department certifies that for reasons of national security it is necessary that the use or occupation of the property should be discontinued or changed, then—

- (a) if the landlord gives a notice under subsection (1) of section twenty-five of this Act containing a copy of the certificate, subsections (5) and (6) of that section shall not apply to the notice and no application for a new tenancy shall be made by the tenant under section twenty-four of this Act;
- (b) if (whether before or after the giving of the certificate) the tenant makes a request for a new tenancy under section twenty-six of this Act, and within two months after the making of the request the landlord gives notice to the tenant that the certificate has been given and the notice contains a copy of the certificate,—
 - (i) the tenant shall not make an application under section twenty-four of this Act for the grant of a new tenancy, and
 - (ii) if the notice specifies as the date on which the tenancy is to terminate a date earlier than that specified in the tenant's request as the date on which the new tenancy is to begin but neither earlier than six months from the giving of the notice nor earlier than the earliest date at which apart from this Act the tenancy would come to an end or could be brought to an end, the tenancy shall terminate on the date specified in the notice instead of that specified in the request.

(2) Where the landlord's interest in the property comprised in any tenancy belongs to or is held for the purposes of a Government department, nothing in this Act shall invalidate an agreement to the effect—

- (a) that on the giving of such a certificate as is mentioned in the last foregoing subsection the tenancy may be terminated by notice to quit given by the landlord of such length as may be specified in the agreement, if the notice contains a copy of the certificate; and
- (b) that after the giving of such a notice containing such a copy the tenancy shall not be one to which Part II of this Act applies.

(3) Where the landlord's interest in the property comprised in any tenancy is held by statutory undertakers, nothing in this Act shall invalidate an agreement to the effect—

- (a) that where the Minister or Board in charge of a Government department certifies that possession of the property comprised in the tenancy or a part thereof is urgently required for carrying out repairs (whether on that property or elsewhere) which are needed for the proper operation of the landlord's undertaking, the tenancy may be terminated by notice to quit given by the landlord of such length as may be specified in the agreement, if the notice contains a copy of the certificate; and
- (b) that after the giving of such a notice containing such a copy, the tenancy shall not be one to which Part II of this Act applies.

(4) Where the court makes an order under Part II of this Act for the grant of a new tenancy and the Minister or Board in charge of any Government department certifies that the public interest requires the tenancy to be subject to such a term as is mentioned in paragraph (a) or (b) of this subsection, as the case may be, then—

- (a) if the landlord's interest in the property comprised in the tenancy belongs to or is held for the purposes of a Government department, the court shall on the application of the landlord determine as a term of the new tenancy that such an agreement as is mentioned in subsection (2) of this section and specifying such length of notice as is mentioned in the certificate shall be embodied in the new tenancy;
- (b) if the landlord's interest in that property is held by statutory undertakers, the court shall on the application of the landlord determine as a term of the new tenancy that such an agreement as is mentioned in subsection (3)

PART IV
—cont.

of this section and specifying such length of notice as is mentioned in the certificate shall be embodied in the new tenancy.

Compensation for exercise of powers under ss. 57 and 58.

59.—(1) Where by virtue of any certificate given for the purposes of either of the two last foregoing sections the tenant is precluded from obtaining an order for the grant of a new tenancy, or of a new tenancy for a term expiring later than a specified date, the tenant shall be entitled on quitting the premises to recover from the owner of the interest by virtue of which the certificate was given an amount by way of compensation, and subsections (2), (3) and (5) to (7) of section thirty-seven of this Act shall with the necessary modifications apply for the purposes of ascertaining the amount.

(2) Subsections (2) and (3) of section thirty-eight of this Act shall apply to compensation under this section as they apply to compensation under section thirty-seven of this Act.

Special provisions as to premises provided under Distribution of Industry Acts, 1945 and 1950, etc.

60.—(1) Where the property comprised in a tenancy consists of premises provided by the Board of Trade under the Distribution of Industry Acts, 1945 and 1950, or provided by a trading or industrial estate company as defined in the Distribution of Industry Act, 1945, and the Board of Trade certify that it is necessary or expedient for achieving the objects of the said Acts that the use or occupation of the property should be changed, paragraphs (a) and (b) of subsection (1) of section fifty-eight of this Act shall apply as they apply where such a certificate is given as is mentioned in that subsection.

(2) Where the court makes an order under Part II of this Act for the grant of a new tenancy of premises provided as aforesaid, and the Board of Trade certify that it is necessary or expedient as aforesaid that the tenancy should be subject to a term, specified in the certificate, prohibiting or restricting the tenant from assigning the tenancy or sub-letting, charging or parting with possession of the premises or any part thereof or changing the use of the premises or any part thereof, the court shall determine that the terms of the tenancy shall include the terms specified in the certificate.

Modification of Parts I and II in relation to tenancies of ecclesiastical property.

61.—(1) Where, as respects a tenancy to which section one or Part II of this Act applies, the landlord or a superior landlord is the incumbent of a benefice—

(a) the consent of the Church Commissioners but of no other person shall be required to any such agreement as is mentioned in Part I or Part II of this Act entered into by the incumbent, and to anything done by the incumbent in pursuance of any such agreement or of any of the provisions of the said Part I or the said

Part II, or to the granting by him of any tenancy in pursuance of a tenant's request made under the said Part II ;

- (b) any payment required for the carrying out of initial repairs under the said Part I and any payment of compensation under section thirty-seven of this Act may, if the Church Commissioners think fit, be made by them, on behalf of the incumbent, out of any moneys in their hands, and any payment for accrued tenant's repairs under the said Part I shall be made to the Commissioners instead of to the incumbent and shall be applied by them in repayment of any sum paid by them under this paragraph for the carrying out of initial repairs ;
- (c) the Church Commissioners shall be entitled to appear and be heard in any proceedings under the said Part I or the said Part II to which the incumbent is a party, and any order made in any such proceedings against the incumbent shall be binding on the Commissioners so far as it relates to the grant or the terms of any tenancy or any of the matters mentioned in section seven or section eight of this Act ;
- (d) for the purposes of the said Part I and the said Part II the incumbent's interest shall be treated as vesting in the Church Commissioners during any vacancy of the benefice ;
- (e) the revenues and possessions of the benefice shall stand charged with the repayment of any sum expended by the Church Commissioners in pursuance of paragraph (b) or paragraph (d) of this subsection.

(2) This section shall apply to benefices the patronage of which belongs to Her Majesty in right of the Crown or the Duchy of Lancaster or to the Duchy of Cornwall as it applies to other benefices.

62.—(1) Anything required or authorised by or under this Act to be done by, to or before the Board of Trade may be done by, to or before the President of the Board, any Minister of State with duties concerning the affairs of the Board, any secretary, under-secretary or assistant secretary of the Board, or any person authorised in that behalf by the President.

Exercise of
powers of
Board of
Trade.

(2) In this section the expression " Minister of State " means such a Minister of the Crown as is referred to in section two of the Re-election of Ministers Act, 1919, as explained by the House of Commons Disqualification (Declaration of Law) Act, 1935.

PART IV
—cont.

Jurisdiction of
court for
purposes of
Parts I and II
and of Part I
of Landlord
and Tenant
Act, 1927.

63.—(1) Any jurisdiction conferred on the court by any provision of Part I of this Act shall be exercised by the county court.

(2) Any jurisdiction conferred on the court by any provision of Part II of this Act or conferred on the tribunal by Part I of the Landlord and Tenant Act, 1927, shall, subject to the provisions of this section, be exercised,—

- (a) where the rateable value of the holding does not exceed five hundred pounds, by the county court ;
- (b) where it exceeds five hundred pounds, by the High Court.

(3) Any jurisdiction exercisable under the last foregoing subsection may by agreement in writing between the parties be transferred from the county court to the High Court or from the High Court to a county court specified in the agreement.

(4) The following provisions shall have effect as respects transfer of proceedings from or to the High Court or the county court, that is to say—

- (a) where an application is made to the one but by virtue of subsection (2) of this section cannot be entertained except by the other, the application shall not be treated as improperly made but any proceedings thereon shall be transferred to the other court ;
- (b) any proceedings under the provisions of Part II of this Act or of Part I of the Landlord and Tenant Act, 1927, which are pending before one of those courts may by order of that court made on the application of any person interested be transferred to the other court, if it appears to the court making the order that it is desirable that the proceedings and any proceedings before the other court should both be entertained by the other court.

(5) In any proceedings where in accordance with the foregoing provisions of this section the county court exercises jurisdiction the powers of the judge of summoning one or more assessors under subsection (1) of section eighty-eight of the County Courts Act, 1934, may be exercised notwithstanding that no application is made in that behalf by any party to the proceedings.

(6) Where in any such proceedings an assessor is summoned by a judge under the said subsection (1),—

- (a) he may, if so directed by the judge, inspect the land to which the proceedings relate without the judge and report to the judge in writing thereon ;
- (b) the judge may on consideration of the report and any observations of the parties thereon give such judgment or make such order in the proceedings as may be just ;

(c) the remuneration of the assessor shall be at such rate as may be determined by the Lord Chancellor with the approval of the Treasury and shall be defrayed out of moneys provided by Parliament.

(7) In this section the expression “ the holding ”—

(a) in relation to proceedings under Part II of this Act, has the meaning assigned to it by subsection (3) of section twenty-three of this Act.

(b) in relation to proceedings under Part I of the Landlord and Tenant Act, 1927, has the same meaning as in the said Part I.

(8) Subsections (5) to (7) of section thirty-seven of this Act shall apply for determining the rateable value of the holding for the purposes of this section as they apply for the purposes of subsection (2) of the said section thirty-seven, but with the substitution in paragraph (a) of the said subsection (5) of a reference to the time at which application is made to the court for the reference to the date mentioned in that subsection.

(9) Nothing in this section shall prejudice the operation of section one hundred and eleven of the County Courts Act, 1934 (which relates to the removal into the High Court of Proceedings commenced in a county court).

(10) In accordance with the foregoing provisions of this section, for section twenty-one of the Landlord and Tenant Act, 1927, there shall be substituted the following section—

“ The tribunal. **21.** The tribunal for the purposes of Part I of this Act shall be the court exercising jurisdiction in accordance with the provisions of section sixty-three of the Landlord and Tenant Act, 1954.”

64.—(1) In any case where—

(a) a notice to terminate a tenancy has been given under Part I or Part II of this Act or a request for a new tenancy has been made under Part II thereof, and

(b) an application to the court has been made under the said Part I or the said Part II, as the case may be, and

(c) apart from this section the effect of the notice or request would be to terminate the tenancy before the expiration of the period of three months beginning with the date on which the application is finally disposed of,

the effect of the notice or request shall be to terminate the tenancy at the expiration of the said period of three months and not at any other time.

Interim
continuation
of tenancies
pending
determination
by court.

PART IV
—cont.

(2) The reference in paragraph (c) of subsection (1) of this section to the date on which an application is finally disposed of shall be construed as a reference to the earliest date by which the proceedings on the application (including any proceedings on or in consequence of an appeal) have been determined and any time for appealing or further appealing has expired, except that if the application is withdrawn or any appeal is abandoned the reference shall be construed as a reference to the date of the withdrawal or abandonment.

Provisions as
to reversions.

65.—(1) Where by virtue of any provision of this Act a tenancy (in this subsection referred to as “the inferior tenancy”) is continued for a period such as to extend to or beyond the end of the term of a superior tenancy, the superior tenancy shall, for the purposes of this Act and of any other enactment and of any rule of law, be deemed so long as it subsists to be an interest in reversion expectant upon the termination of the inferior tenancy and, if there is no intermediate tenancy, to be the interest in reversion immediately expectant upon the termination thereof.

(2) In the case of a tenancy continuing by virtue of any provision of this Act after the coming to an end of the interest in reversion immediately expectant upon the termination thereof, subsection (1) of section one hundred and thirty-nine of the Law of Property Act, 1925 (which relates to the effect of the extinguishment of a reversion) shall apply as if references in the said subsection (1) to the surrender or merger of the reversion included references to the coming to an end of the reversion for any reason other than surrender or merger.

(3) Where by virtue of any provision of this Act a tenancy (in this subsection referred to as “the continuing tenancy”) is continued beyond the beginning of a reversionary tenancy which was granted (whether before or after the commencement of this Act) so as to begin on or after the date on which apart from this Act the continuing tenancy would have come to an end, the reversionary tenancy shall have effect as if it had been granted subject to the continuing tenancy.

(4) Where by virtue of any provision of this Act a tenancy (in this subsection referred to as “the new tenancy”) is granted for a period beginning on the same date as a reversionary tenancy or for a period such as to extend beyond the beginning of the term of a reversionary tenancy, whether the reversionary tenancy in question was granted before or after the commencement of this Act, the reversionary tenancy shall have effect as if it had been granted subject to the new tenancy.

Provisions
as to notices

66.—(1) Any form of notice required by this Act to be prescribed shall be prescribed by regulations made by the Lord Chancellor by statutory instrument.

(2) Where the form of a notice to be served on persons of any description is to be prescribed for any of the purposes of this Act, the form to be prescribed shall include such an explanation of the relevant provisions of this Act as appears to the Lord Chancellor requisite for informing persons of that description of their rights and obligations under those provisions.

(3) Different forms of notice may be prescribed for the purposes of the operation of any provision of this Act in relation to different cases.

(4) Section twenty-three of the Landlord and Tenant Act, 1927 (which relates to the service of notices) shall apply for the purposes of this Act.

(5) Any statutory instrument under this section shall be subject to annulment in pursuance of a resolution of either House of Parliament.

67. Anything authorised or required by the provisions of this Act, other than subsection (2) or (3) of section forty, to be done at any time by, to or with the landlord, or a landlord of a specified description, shall, if at that time the interest of the landlord in question is subject to a mortgage and the mortgagee is in possession or a receiver appointed by the mortgagee or by the court is in receipt of the rents and profits, be deemed to be authorised or required to be done by, to or with the mortgagee instead of that landlord. Provisions as to mortgagees in possession.

68.—(1) The enactments specified in Part II of the Seventh Schedule to this Act are hereby repealed to the extent specified in the third column of that Part of that Schedule. Repeal of enactments and transitional provisions.

(2) The transitional provisions set out in the Ninth Schedule to this Act shall have effect.

69.—(1) In this Act the following expressions have the meanings hereby assigned to them respectively, that is to say:— Interpretation.

“ agricultural holding ” has the same meaning as in the Agricultural Holdings Act, 1948 ;

“ development corporation ” has the same meaning as in the New Towns Act, 1946 ;

“ local authority ” has the same meaning as in the Town and Country Planning Act, 1947 ;

“ mortgage ” includes a charge or lien and “ mortgagor ” and “ mortgagee ” shall be construed accordingly ;

“ notice to quit ” means a notice to terminate a tenancy (whether a periodical tenancy or a tenancy for a term of years certain) given in accordance with the provisions (whether express or implied) of that tenancy ;

PART IV
—cont.

“repairs” includes any work of maintenance, decoration or restoration, and references to repairing, to keeping or yielding up in repair and to state of repair shall be construed accordingly;

“statutory undertakers” has the same meaning as in the Town and Country Planning Act, 1947, except that it includes the National Coal Board;

“tenancy” means a tenancy created either immediately or derivatively out of the freehold, whether by a lease or underlease, by an agreement for a lease or underlease or by a tenancy agreement or in pursuance of any enactment (including this Act), but does not include a mortgage term or any interest arising in favour of a mortgagor by his attorning tenant to his mortgagee, and references to the granting of a tenancy and to demised property shall be construed accordingly;

“terms”, in relation to a tenancy, includes conditions.

(2) References in this Act to an agreement between the landlord and the tenant (except in section seventeen and subsections (1) and (2) of section thirty-eight thereof) shall be construed as references to an agreement in writing between them.

(3) References in this Act to an action for any relief shall be construed as including references to a claim for that relief by way of counterclaim in any proceedings.

Short title and
citation, com-
mencement
and extent.

70.—(1) This Act may be cited as the Landlord and Tenant Act, 1954, and the Landlord and Tenant Act, 1927, and this Act may be cited together as the Landlord and Tenant Acts, 1927 and 1954.

(2) This Act shall come into operation on the first day of October, nineteen hundred and fifty-four.

(3) This Act shall not extend to Scotland or to Northern Ireland.

SCHEDULES

FIRST SCHEDULE

Section 8.

SUPPLEMENTARY PROVISIONS AS TO PAYMENTS FOR
ACCRUED TENANT'S REPAIRS

PART I

PROVISIONS AS TO MAKING OF PAYMENT IN LUMP SUM

1. Subject to the provisions of this Part of this Schedule, a payment for accrued tenant's repairs which is to be payable otherwise than by instalments shall become payable when the relevant initial repairs have been completed, unless the landlord and the tenant agree that it shall become payable wholly or in part at some other date.

2. Where it is determined by the court that a payment for accrued tenant's repairs is to be payable otherwise than by instalments, the court may determine that any specified part of the payment shall become payable when any specified part of the relevant initial repairs has been completed.

3. A payment for accrued tenant's repairs which is payable otherwise than by instalments, or any part of such a payment, shall be recoverable from the tenant.

4.—(1) Where it has been agreed or determined that a payment for accrued tenant's repairs should be paid otherwise than by instalments, and the period of the statutory tenancy ends before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the following provisions shall have effect.

(2) If the relevant initial repairs have not been begun and are no longer required, then notwithstanding anything in section eight of this Act no payment for accrued tenant's repairs shall be recoverable.

(3) In any other case, the time for recovery of the payment for accrued tenant's repairs shall be the same as if all the relevant initial repairs had been completed immediately before the end of the period of the statutory tenancy, and the amount of the payment shall be as hereinafter provided:—

- (a) if the relevant initial repairs have not been begun, the amount of the payment shall be the estimated cost of the repairs or of so much thereof as is still required;
- (b) if the relevant initial repairs have been begun but not completed, the amount of the payment shall be an amount equal to the expenses reasonably incurred by the landlord for the purposes of so much of the relevant initial repairs as has been carried out together (unless the remainder is no longer required) with the estimated cost of the remainder or of so much thereof as is still required:

Provided that there shall be disregarded so much (if any) of the said expenses or estimated cost as is recoverable by the landlord otherwise than from the tenant or his predecessor in title.

(4) Any question arising under this paragraph whether repairs are no longer required, whether any expenses were incurred, or reasonably

1ST SCH.
—cont.

incurred, by the landlord, or as to the amount of the estimated cost of any repairs shall be determined by agreement between the landlord and the tenant or by the court on the application of either of them.

(5) For the purposes of this paragraph initial repairs shall be deemed to be no longer required after the end of the period of the statutory tenancy if, and only if, it is shown that the dwelling-house, in whatever state of repair it may then be, is at or shortly after the end of that period to be pulled down, or that such structural alterations are to be made in the dwelling-house as would render those repairs valueless if they were completed.

(6) In a case falling within sub-paragraph (1) of this paragraph where a payment for accrued tenant's repairs would, apart from this paragraph, include an amount in respect of cost incurred by the landlord in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the following provisions shall have effect—

- (a) that amount shall be recoverable notwithstanding anything in sub-paragraph 2 of this paragraph;
- (b) in a case falling within sub-paragraph (3) of this paragraph the said amount shall be recoverable in addition to the amount specified in that sub-paragraph;
- (c) the time for recovery of the said amount shall, as well in a case falling within sub-paragraph (2) of this paragraph as in one falling within sub-paragraph (3) thereof, be that mentioned in the said sub-paragraph (3).

5. In relation to a case where the court exercises the power conferred by paragraph 2 of this Schedule references in the last foregoing paragraph to the relevant initial repairs shall be construed as references to any such part of those repairs as is referred to in the said paragraph 2, being a part which at the material time has not been begun or, as the case may be, has been begun but not completed, and references to the payment for accrued tenant's repairs shall be construed accordingly.

PART II

PROVISIONS AS TO MAKING OF PAYMENT BY INSTALMENTS

6. Subject to the provisions of this Part of this Schedule, where under Part I of this Act it is agreed or determined that a payment for accrued tenant's repairs is to be payable by instalments, the instalments shall become payable at the time so agreed or determined.

7. Any such instalment becoming payable at a time falling before the end of the period of the statutory tenancy shall be payable by the tenant.

8.—(1) Where the landlord is not the immediate landlord of the dwelling-house, the landlord and the immediate landlord may serve on the tenant a notice in the prescribed form requiring him to pay the instalments of the payment for accrued tenant's repairs to the immediate landlord for transmission to the landlord.

(2) A notice under the last foregoing sub-paragraph may be revoked by a subsequent notice given to the tenant by the landlord, with or without the concurrence of the immediate landlord.

9. Any instalment becoming payable at a time when the landlord is the immediate landlord or when a notice under sub-paragraph (1) of the last foregoing paragraph is in force shall be recoverable by the immediate landlord in the like manner and subject to the like provisions as the rent.

10. If the period of the statutory tenancy comes to an end before all instalments of the payment for accrued tenant's repairs have been paid, the remaining instalments shall become payable immediately after the end of that period, shall be recoverable by the person who immediately before the end thereof was the landlord, and shall be so recoverable from the person who immediately before the end thereof was the tenant.

11. In the application of the last foregoing paragraph to a case where the period of the statutory tenancy comes to an end before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the provisions of paragraph 4 of this Schedule shall have effect (with the necessary modifications) for limiting the recovery of any remaining instalments under the last foregoing paragraph.

12. Where, during the period of the statutory tenancy and before all instalments of the payment for accrued tenant's repairs have become payable, the interest of the landlord comes to an end or ceases to be an interest falling within paragraphs (a) and (b) of the proviso to subsection (4) of section twenty-one of this Act, he shall thereupon be entitled to recover from the person who thereupon becomes the landlord such amount (if any) as is equal to so much of the expenses reasonably incurred by the landlord—

(a) in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy; and

(b) for the purposes of the relevant initial repairs;

as is recoverable from the tenant and has not been recovered.

PART III

VARIATION OF AGREEMENT OR DETERMINATION AS TO TIME FOR MAKING PAYMENT

13. The tenant may apply to the court for the variation, on the grounds and to the extent hereinafter specified, of any agreement or determination for the making of a payment for accrued tenant's repairs.

14. The grounds on which an agreement or determination may be varied on an application under the last foregoing paragraph are the following:—

(a) that the expenditure reasonably incurred by the landlord in carrying out the relevant initial repairs substantially exceeded the estimated cost thereof; or

(b) that the applicant is not the person who was the tenant at the time of the previous agreement or determination and that there are considerations arising out of the personal circumstances of the applicant which ought to be taken into account in determining the manner of making the payment.

1ST SCH.
—cont.

15. The extent to which an agreement or determination may be so varied on an application under paragraph 13 of this Schedule is the following:—

- (a) if the agreement or determination was for the making of the payment otherwise than by instalments, and the payment has not been fully made, by substituting therefor a determination that the payment or balance of the payment should be made by instalments;
- (b) if the agreement or determination was for the making of a payment by instalments, by substituting for the instalments agreed or determined instalments of such smaller amounts, payable at such times, as may be determined by the court.

16. Where an agreement or determination is varied under this Part of this Schedule, the foregoing provisions of this Schedule shall thereafter apply with the necessary modifications.

PART IV

SUPPLEMENTARY

17. Any failure by the tenant to make a payment for accrued tenant's repairs, or any part or instalment of such a payment, at the time when it becomes due shall be treated as a breach of the obligations of the tenancy for the purposes of paragraph (a) of the First Schedule to the Act of 1933 (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

18. Where any sum in respect of a payment for accrued tenant's repairs has been recovered in advance of the carrying out of the relevant initial repairs, then in any case where paragraph 4 or 11 of this Schedule applies such repayment shall be made as may be just.

19. In this Schedule the expression "immediate landlord" means the person who as respects the dwelling-house is the landlord of the tenant for the purposes of the Rent Acts and the expression "relevant initial repairs" means the repairs in respect of which the payment for accrued tenant's repairs is payable.

Section 8.

SECOND SCHEDULE

FURTHER PROVISIONS AS TO REPAIR WHERE TENANT RETAINS POSSESSION

Failure of landlord to carry out initial repairs

1.—(1) Where—

- (a) the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act, and
- (b) by virtue of an agreement or of a determination of the court the landlord is required to carry out initial repairs to the dwelling-house,

then if on an application made by the tenant during the period of the statutory tenancy the court is satisfied that the initial repairs have not been carried out within a reasonable time in accordance with the agreement or determination the court may by order direct that, until the discharge of the order as hereinafter provided or the end of the period of the statutory tenancy, whichever first occurs, the rent

payable in respect of the dwelling-house shall be reduced to such amount specified in the order as the court may think just having regard to the extent to which the landlord has failed to comply with the agreement or determination.

(2) Where the court under the last foregoing sub-paragraph orders a reduction of rent, the court may further order that during the same period any instalments of a payment for accrued tenant's repairs shall be suspended.

(3) An order under this paragraph may include a provision that the reduction of rent shall take effect from a specified date before the making of the order, being such date as the court thinks just having regard to the landlord's delay in carrying out the initial repairs; and where an order contains such a provision then, in addition to the reduction ordered by virtue of sub-paragraph (1) of this paragraph, such number of payments of rent next falling due after the date of the order shall be reduced by such amount as may be specified in the order for the purpose of giving effect to the said provision.

2. Where an order under paragraph 1 of this Schedule is in force, and on an application by the landlord the court is satisfied that the initial repairs have been carried out in accordance with the agreement or with the determination of the court, as the case may be, the court shall discharge the order, but without prejudice to the operation thereof as respects any period before the date on which it is discharged or to any reduction ordered by virtue of sub-paragraph (3) of the last foregoing paragraph.

3. If, while an order under paragraph 1 of this Schedule is in force, it is agreed between the landlord and the tenant that the initial repairs in question have been carried out as mentioned in the last foregoing paragraph, the order shall be discharged by virtue of that agreement in the like manner as if it had been discharged by the court.

Failure of tenant to carry out initial repairs

4. Where, by virtue of an agreement or of a determination of the court, the tenant is required to carry out initial repairs to the dwelling-house, failure by the tenant to carry out the repairs within a reasonable time in accordance with the agreement or determination shall be treated as a breach of the obligations of the tenancy for the purposes of paragraph (a) of the First Schedule to the Act of 1933 (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

Expenses and receipts: mortgages, settlements, etc.

5. Any amount paid by a mortgagee in respect of expenses incurred in carrying out initial repairs in accordance with an agreement or determination under Part I of this Act, or in respect of any payment made in pursuance of a liability imposed by paragraph 12 of the First Schedule to this Act, shall be treated as if it were secured by the mortgage, with the like priority and with interest at the same rate as the mortgage money, so however that (without prejudice to the recovery of interest) any such amount shall not be recoverable from the mortgagor personally.

6. The purposes authorised for the application of capital money by section seventy-three of the Settled Land Act, 1925, by that section as applied by section twenty-eight of the Law of Property Act, 1925, in

2ND SCH.
—cont.

relation to trusts for sale, and by section twenty-six of the Universities and College Estates Act, 1925, and the purposes authorised by section seventy-one of the Settled Land Act, 1925, by that section as applied as aforesaid, and by section thirty-one of the Universities and College Estates Act, 1925, as purposes for which moneys may be raised by mortgage, shall include the payment of any such expenses as are mentioned in the last foregoing paragraph and the making of any such payment as is mentioned in that paragraph:

Provided that the like provisions shall have effect as to the repayment of capital money applied by virtue of this paragraph as have effect in the case of improvements authorised by Part II of the Third Schedule to the Settled Land Act, 1925 (which specifies improvements the cost of which may be required to be replaced out of income).

Record of state of repair of dwelling-house

7. A landlord's notice proposing a statutory tenancy may contain a requirement that if the tenant retains possession by virtue of subsection (1) of section six of this Act a record shall be made of the state of repair of the dwelling-house.

8. Where the landlord gives such a notice which does not contain such a requirement, then if the tenant elects to retain possession his notification in that behalf may include a requirement that a record shall be made of the state of repair of the dwelling-house.

9. Where the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act and either the landlord or the tenant has made such a requirement as is mentioned in either of the two last foregoing paragraphs, the record of the state of repair of the dwelling-house shall be made as soon as may be after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, as soon as may be after the beginning of the period of the statutory tenancy.

10. Any record required to be made under the last foregoing paragraph shall be made by a person appointed, in default of agreement between the landlord and the tenant, by the President of the Royal Institution of Chartered Surveyors.

11. The cost of making any such record as aforesaid shall, in default of agreement between the landlord and the tenant, be borne by them in equal shares.

Section 12, 13.

THIRD SCHEDULE

GROUND FOR POSSESSION ON TERMINATION OF TENANCY

1. The grounds referred to in paragraph (b) of subsection (1) of section twelve of this Act are the following, that is to say:—

- (a) that suitable alternative accommodation will be available for the tenant at the date of termination of the tenancy;
- (b) that the tenant has failed to comply with any term of the tenancy as to payment of rent or rates or as to insuring or keeping insured any premises;
- (c) that the tenant or a person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using any premises comprised in the tenancy or allowing such premises to be used for an immoral or illegal

purpose and, where the person in question is a lodger or sub-tenant, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant;

- (d) that the relevant premises (as defined in subsection (2) of section twelve of this Act) consist of or include premises licensed for the sale of intoxicating liquor not to be consumed on the premises, and that the tenant has committed an offence as holder of the licence or has not conducted the business to the satisfaction of the licensing justices or the chief officer of police, or has carried it on in a manner detrimental to the public interest, or the renewal of the licence has for any reason been refused; and
- (e) that premises comprised in the tenancy, and consisting of or including the relevant premises, are reasonably required by the landlord for occupation as a residence for himself or any son or daughter of his over eighteen years of age or his father or mother, and (if the landlord is not the immediate landlord) that he will be the immediate landlord at the date of termination:

Provided that the court shall not make an order under section thirteen of this Act on the grounds specified in sub-paragraph (e) of this paragraph—

- (a) if the interest of the landlord, or an interest which has merged in that interest and but for the merger would be the interest of the landlord, was purchased or created after the twenty-first day of November, nineteen hundred and fifty; or
- (b) if the court is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by making the order than by refusing to make it.

2. Subsections (2) to (5) of section three of the Act of 1933 (which relate to the circumstances in which suitable alternative accommodation is to be deemed to be available for the tenant) shall apply for the purposes of this Schedule.

FOURTH SCHEDULE

Section 19.

MODIFICATIONS OF PART I IN RELATION TO PERIODICAL TENANCIES

1. In relation to such a tenancy as is mentioned in subsection (2) of section nineteen of this Act, Part I of this Act shall have effect subject to the following provisions of this Schedule.

2. For subsection (6) of section two there shall be substituted the following:—

“(6) In this Part of this Act the expression “term date”, in relation to any such tenancy as is mentioned in subsection (2) of section nineteen of this Act, means the first date after the commencement of this Act on which apart from this Act the tenancy could have been brought to an end by notice to quit given by the landlord.”

4TH SCH.
—cont.

3. For subsection (1) of section five there shall be substituted the following:—

“(1) A tenancy to which section one of this Act applies may be brought to an end at the term date thereof by notice in writing given by the tenant to the immediate landlord.

The length of any such notice shall be not less than one month nor less than the length of the notice by which the tenant could apart from this Act have brought the tenancy to an end at the term date thereof.”

4. Notwithstanding anything in subsection (2) of section three, where by virtue of subsection (1) of that section the tenancy is continued after the term date thereof the provisions of Part I as to the termination of a tenancy by notice shall have effect in substitution for and not in addition to any such provisions included in the terms on which the tenancy had effect before the term date thereof.

5. Where the tenancy is not terminated under the provisions of Part I of this Act at the term date thereof, then, whether or not it would have continued after that date apart from this Act, it shall be treated for the purposes of this Act as being continued by virtue of subsection (1) of section three thereof.

Section 21.

FIFTH SCHEDULE

PROVISIONS FOR PURPOSES OF PART I WHERE IMMEDIATE LANDLORD IS NOT THE FREEHOLDER

Definitions

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

“the competent landlord” means the person who in relation to the relevant tenancy is for the time being the landlord (as defined by section twenty-one of this Act) for the purposes of Part I of this Act;

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

“superior landlord”, except in paragraph 9 of this Schedule, means a person (whether the owner of the fee simple or a tenant) whose interest is superior to the interest of the competent landlord.

(2) References in this Schedule to “other landlords” are references to persons who are either mesne landlords or superior landlords.

Acts of competent landlord binding on other landlords

2. Any notice given by the competent landlord under subsection (1) of section four of this Act, any agreement made under Part I of this Act between that landlord and the tenant under the relevant tenancy, and any determination of the court under the said Part I in proceedings between that landlord and that tenant, shall bind the interest of every other landlord (if any).

*Provisions as to consent of other landlords to acts of competent landlord*5TH SCH.
—cont.

3.—(1) Where in the four next following paragraphs reference is made to other landlords or to mesne landlords, the reference shall be taken not to include a mesne landlord whose interest is due to expire within the period of two months beginning with the relevant date or is terminable within that period by notice to quit given by his landlord.

(2) In this paragraph the expression “the relevant date” means—

- (a) if the term date of the relevant tenancy has not passed, that date;
- (b) if that date has passed, and no notice has been given under subsection (1) of section four of this Act to terminate the relevant tenancy, the earliest date at which that tenancy could be brought to an end by such a notice;
- (c) if such a notice has been given, the date of termination specified in the notice.

4.—(1) If a notice is given by the competent landlord under subsection (1) of section four of this Act, or an agreement under Part I of this Act is made with the tenant by that landlord, without the written consent of every other landlord (if any), any other landlord whose written consent has not been given thereto shall, subject to the next following paragraph, be entitled to compensation from the competent landlord for any loss arising in consequence of the giving of the notice or the making of the agreement.

(2) The amount of any compensation under this paragraph shall, in default of agreement, be determined by the court on the application of the person claiming it.

5. The competent landlord may serve on any other landlord a notice in the prescribed form requiring him to consent to the giving or making of any such notice or agreement as aforesaid; and if within one month after the service of a notice under this paragraph—

- (a) the consent has not been given, or
- (b) conditions have been imposed on the giving of the consent which are in the opinion of the court unreasonable in all the circumstances,

the court, on an application by the competent landlord, may if it thinks fit order that the other landlord shall be deemed to have consented, either without qualification or subject to such conditions (including conditions as to the modification of the proposed notice or agreement or as to the payment of compensation by the competent landlord) as may be specified in the order.

6.—(1) It may be made a condition either—

- (a) of the giving of consent by a person whose consent is required under paragraph 4 of this Schedule, or
- (b) of the making of an order under the last foregoing paragraph, that the initial repairs which the competent landlord will agree to carry out, or which, as the case may be, he will specify in accordance with subsection (1) of section nine of this Act as repairs which he is willing to carry out, shall include such repairs as may be specified in the consent or order.

5TH SCH.
—cont.

(2) In so far as any cost reasonably incurred by the competent landlord in carrying out repairs specified in accordance with the last foregoing sub-paragraph is not recovered by way of payment for accrued tenant's repairs and is not recoverable (apart from this sub-paragraph) otherwise than by way of such payment, it shall be recoverable by the competent landlord from the person whose consent was or is deemed to have been given subject to the condition or (if he is dead) from his personal representatives as a debt due from him at the time of his death.

7.—(1) Where under Part I of this Act the competent landlord is required by an agreement, or by a determination of the court, to carry out initial repairs to any premises, he may serve on any mesne landlord a notice requiring him to pay to the competent landlord a contribution towards the cost reasonably incurred by the competent landlord in carrying out those repairs, if and in so far as that cost is not recovered by way of payment for accrued tenant's repairs and is not recoverable (apart from this sub-paragraph) otherwise than by way of such payment.

(2) Where a notice has been served under the last foregoing sub-paragraph, then in default of agreement between the competent landlord and the mesne landlord on whom the notice was served the court may order the mesne landlord to pay such a contribution as aforesaid.

(3) A contribution ordered under this paragraph shall be such as the court determines to be reasonable having regard to the difference between the rent under the relevant tenancy and the rent which, if the tenant retains possession, will be recoverable under the Rent Acts, as applied by subsection (1) of section six of this Act, during the period of the statutory tenancy.

Failure of competent landlord to carry out initial repairs

8. Where, in consequence of the failure of the competent landlord to carry out initial repairs, the amount of any payment of rent is reduced under paragraph 1 of the Second Schedule to this Act, and the competent landlord is not the immediate landlord of the tenant, the person who is for the time being the immediate landlord shall be entitled to recover from the competent landlord the amount of the reduction.

Relief in proceedings by superior landlord

9.—(1) Where in the case of a tenancy to which section one of this Act applies—

- (a) the interest of the immediate landlord is itself a tenancy (in this paragraph referred to as "the mesne tenancy"), and
- (b) a superior landlord has brought proceedings to enforce a right of re-entry or forfeiture in respect of a failure to comply with any terms of the mesne tenancy or of a superior tenancy having effect subject to the mesne tenancy, and
- (c) the court makes an order for the recovery by the superior landlord of possession of the property comprised in the tenancy.

the tenant shall not be required to give up possession of that property unless he has been a party to the proceedings or has been given notice of the order; and the provisions of the next following sub-paragraph shall have effect where he has been such a party or has been given such a notice:

Provided that where the tenant has been a party to the proceedings the said provisions shall not apply unless he has at any time before the making of the order made application in the proceedings for relief under this paragraph.

(2) If the tenant within fourteen days after the making of the order, or where he has not been a party to the proceedings, within fourteen days after the said notice, gives notice in writing to the superior landlord that he desires that the following provisions of this sub-paragraph shall have effect and lodges a copy of the notice in the court—

- (a) the tenant shall not be required to give up possession of the said property but the tenancy mentioned in head (b) of the last foregoing sub-paragraph shall be deemed as between the tenant and the superior landlord to have been surrendered on the date of the order; and
- (b) if the term date of the tenant's tenancy would otherwise fall later, it shall be deemed for the purposes of Part I of this Act to fall at the expiration of seven months from the making of the order.

(3) Nothing in the foregoing provisions of this paragraph shall prejudice the operation of any order for the recovery of possession from the tenant under the mesne tenancy, or from the tenant under any superior tenancy having effect subject to the mesne tenancy.

(4) Subsections (4), (6) and (7) of section sixteen of this Act shall with the necessary modifications apply for the purposes of this paragraph.

Relief for mesne landlord against damages for breach of covenant

10.—(1) The provisions of the next following sub-paragraph shall have effect where, in the case of a tenancy to which section one of this Act applies,—

- (a) the competent landlord is not the immediate landlord, and
- (b) the competent landlord has brought proceedings against a mesne landlord to enforce a right to damages in respect of a failure to comply with any terms of the mesne landlord's tenancy, and
- (c) the mesne landlord has made application in the proceedings for relief under this paragraph, and
- (d) the court makes an order for the payment by the mesne landlord of any such damages as aforesaid.

(2) The operation of the order shall be suspended for a period of fourteen days from the making thereof, and if before the end of that period the mesne landlord gives notice in writing to the competent landlord that he desires that the provisions of heads (a) and (b) of this sub-paragraph shall have effect, and lodges a copy of the notice in the court—

- (a) the order shall not be enforceable except if and in so far as it provides for the payment of costs, and

5TH SCH.
—cont.

(b) the interest of the mesne landlord (unless it has then come to an end) shall be deemed to be surrendered, and his rights and liabilities thereunder to be extinguished, as from the date of the giving of the notice.

(3) Subsections (4) to (7) of section sixteen of this Act shall with the necessary modifications apply for the purposes of this paragraph.

Provisions as to liabilities under tenants' covenants in superior leases

11.—(1) Where subsection (1) of section ten of this Act applies, any terms to which this paragraph applies shall cease to have effect in so far as they relate to the premises constituting the dwelling-house, and any liability of the competent landlord or any mesne landlord or of any predecessor in title of the competent landlord or of any mesne landlord, under any such terms, in so far as it related to those premises and was a liability subsisting at the termination of the relevant tenancy, shall be deemed to have been extinguished on the termination of that tenancy.

(2) This paragraph applies to any terms of any tenancy owned by the competent landlord or by any other landlord, whether to be performed during that tenancy or on or after the expiration or determination thereof, except any such terms as are mentioned in paragraph (a) or (b) of the proviso to subsection (1) of section ten of this Act:

Provided that where any term to which this paragraph applies relates both to the dwelling-house and to other premises, nothing in this paragraph shall affect its operation in relation to the other premises.

(3) Notwithstanding anything in sub-paragraph (1) of this paragraph, if the interest of the competent landlord, being a tenancy, or the interest of any mesne landlord, has not come to an end by the end of the period of the statutory tenancy, and the terms on which that interest was held included an obligation to repair or maintain the dwelling-house or the dwelling-house and other premises, then as from the end of the period of the statutory tenancy the instrument creating the interest of the competent landlord or mesne landlord shall be deemed to contain a covenant with the grantor of the interest that the grantee of the interest will at all times maintain the dwelling-house in a state of repair no less good than that in which it was after the completion of any initial repairs to be carried out thereon in accordance with the provisions of Part I of this Act, and will yield up possession of the dwelling-house in such a state on the coming to an end of the interest of the said landlord.

(4) Where, in a case falling within sub-paragraph (1) of this paragraph, the competent landlord satisfies the court—

(a) that the obligations under the tenancy which in relation to him is the immediate mesne tenancy differ from the obligations under the relevant tenancy, and

(b) that if the obligations under the relevant tenancy had been the same as those under the first-mentioned tenancy he would have been entitled to recover any amount by way of payment for accrued tenant's repairs which he is not entitled to recover,

he shall be entitled to recover that amount from the tenant under the first-mentioned tenancy, or, if that tenancy has come to an end, from the person who was the tenant thereunder immediately before it came to an end.

5TH SCH.
—cont.

(5) Where in accordance with the last foregoing sub-paragraph, or with that sub-paragraph as applied by the following provisions of this sub-paragraph, any sum is recoverable from a person, the last foregoing sub-paragraph shall with the necessary modifications apply as between him and the person entitled to the interest (if any) which in relation to him is the immediate mesne tenancy or, if such an interest formerly subsisted but has come to an end, as between him and the person last entitled to that interest.

(6) In this paragraph the expression "the immediate mesne tenancy", in relation to the competent landlord or to a mesne landlord, means the tenancy on which his interest in those premises is immediately expectant.

SIXTH SCHEDULE

Section 44.

PROVISIONS FOR PURPOSES OF PART II WHERE IMMEDIATE LANDLORD IS NOT THE FREEHOLDER

Definitions

1. In this Schedule the following expressions have the meanings hereby assigned to them in relation to a tenancy (in this Schedule referred to as "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 section forty-four of this Act) for the purposes of Part II of this Act;

"mesne landlord" means a tenant whose interest is intermediate between the relevant tenancy and the interest of the competent landlord; and

"superior landlord" means a person (whether the owner of the fee simple or a tenant) whose interest is superior to the interest of the competent landlord.

Power of court to order reversionary tenancies

2. Where the period for which in accordance with the provisions of Part II of this Act it is agreed or determined by the court that a new tenancy should be granted thereunder will extend beyond the date on which the interest of the immediate landlord will come to an end, the power of the court under Part II of this Act to order such a grant shall include power to order the grant of a new tenancy until the expiration of that interest and also to order the grant of such a reversionary tenancy or reversionary tenancies as may be required to secure that the combined effects of those grants will be equivalent to the grant of a tenancy for that period; and the provisions of Part II of this Act shall, subject to the necessary modifications, apply in relation to the grant of a tenancy together with one or more reversionary tenancies as they apply in relation to the grant of one new tenancy.

6TH SCH.
—cont.

Acts of competent landlord binding on other landlords

3.—(1) Any notice given by the competent landlord under Part II of this Act 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 the said Part II, shall bind the interest of any mesne landlord notwithstanding that he has not consented to the giving of the notice or was not a party to the agreement.

(2) The competent landlord shall have power for the purposes of Part II of this Act 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 the foregoing provisions of this paragraph shall prejudice the provisions of the next following paragraph.

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

4.—(1) If the competent landlord, not being the immediate landlord, gives any such notice or makes any such agreement as is mentioned in sub-paragraph (1) of the last foregoing paragraph 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 giving 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, 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).

(3) Any question arising under this paragraph whether consent has been unreasonably withheld or whether any conditions imposed on the giving of consent are unreasonable shall be determined by the court.

Consent of superior landlord required for agreements affecting his interest

5. An agreement between the competent landlord and the tenant made for the purposes of Part II of this Act 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 interest 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.

SEVENTH SCHEDULE

Sections 45, 68.

REPEAL OF ENACTMENTS

PART I

ENACTMENTS REPEALED BY PART II OF THIS ACT

Session and Chapter	Short Title	Extent of Repeal
17 & 18 Geo. 5. c. 36.	The Landlord and Tenant Act, 1927.	Sections four to seven. In section eight, in subsection (1), the words "or created the goodwill" and the words "or for goodwill". In section thirteen, in paragraph (b) of subsection (1), and in subsection (3), the words "or goodwill". In section fifteen, subsection (3). In the First Schedule, in paragraphs (1) and (2) the words "or goodwill" in each place where they occur, and in paragraph (6) the words "or the goodwill".

PART II

OTHER ENACTMENTS REPEALED

Session and Chapter	Short Title	Extent of Repeal
17 & 18 Geo. 5. c. 36.	The Landlord and Tenant Act, 1927.	In section eight, in subsection (1), the paragraph beginning with the words "Where more than one landlord"; section twenty-two.
14 & 15 Geo. 6. c. 38.	The Leasehold Property (Temporary Provisions) Act, 1951.	Section three, subsection (1) of section four, sections five to seven, subsections (4) and (5) of section eight, Part II, and the definitions of "retail trade or business" and "shop" in subsection (1) of section twenty.

Section 56.

EIGHTH SCHEDULE

APPLICATION OF PART II TO LAND BELONGING TO CROWN
AND DUCHIES OF LANCASTER AND CORNWALL

1. Where an interest in any property comprised in a tenancy belongs to Her Majesty in right of the Duchy of Lancaster, then for the purposes of Part II of this Act the Chancellor of the Duchy shall represent Her Majesty and shall be deemed to be the owner of the interest.

2. Where an interest in any property comprised in a tenancy belongs to the Duchy of Cornwall, then for the purposes of Part II of this Act such person as the Duke of Cornwall, or other the possessor for the time being of the Duchy of Cornwall, appoints shall represent the Duke of Cornwall or other the possessor aforesaid, and shall be deemed to be the owner of the interest and may do any act or thing under the said Part II which the owner of that interest is authorised or required to do thereunder.

3. Section fifteen of the Crown Lands Act, 1927, shall apply to compensation payable under section thirty-seven of this Act as it applies to the cost specified in the said section fifteen.

4. The amount of any compensation payable under section thirty-seven of this Act by the Chancellor of the Duchy of Lancaster shall be raised and paid as an expense incurred in improvement of land belonging to Her Majesty in right of the Duchy within section twenty-five of the Act of the fifty-seventh year of King George the Third, Chapter ninety-seven.

5. Any compensation payable under section thirty-seven of this Act by the person representing the Duke of Cornwall or other the possessor for the time being of the Duchy of Cornwall shall be paid, and advances therefor made, in the manner and subject to the provisions of section eight of the Duchy of Cornwall Management Act, 1863 with respect to improvements of land mentioned in that section.

Sections 41, 42,
56, 68.

NINTH SCHEDULE

TRANSITIONAL PROVISIONS

1. The power under section sixty-six of this Act to make regulations prescribing forms of notices for the purposes of this Act may be exercised at any time after the passing and before the commencement of this Act so as to bring the regulations into operation at any time after they are made; and where the date, or the end of a period, specified by a notice which is given in a form so prescribed falls after the time at which this Act comes into operation the notice shall not be invalid by reason only that it was served before that time.

2.—(1) Nothing in this Act shall prevent the recovery from a tenant who retains possession of a dwelling-house by virtue of section six of this Act of any amount due under section six of the Leasehold Property (Temporary Provisions) Act, 1951, in respect of work executed on the dwelling-house; but where any such amount is recoverable by the landlord (as defined by subsection (1), and the proviso to subsection (4), of section twenty-one of this Act) it shall be recoverable in accordance with the following provisions of this paragraph but in no other manner.

(2) The amount shall be treated for the purposes of this Act as a payment for accrued tenant's repairs, and accordingly the question whether any and if so what amount is due as aforesaid shall be deemed to be included in the matters specified in paragraphs (b) to (e) of subsection (2) of section seven of this Act.

(3) Sub-paragraph (6) of paragraph 4 and paragraph 12 of the First Schedule to this Act shall apply in relation to the amount as they apply in relation to expenses incurred by the landlord in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligation under the former tenancy.

3. Where immediately before the commencement of this Act a person was protected by section seven of the Leasehold Property (Temporary Provisions) Act, 1951, against the making of an order or giving of a judgment for possession or ejection, the Rent Acts shall apply in relation to the dwelling-house to which that person's protection extended immediately before the commencement of this Act as if section fifteen of this Act had always had effect.

4. For the purposes of section twenty-six and subsection (2) of section forty of this Act a tenancy which is not such a tenancy as is mentioned in subsection (1) of the said section twenty-six but is a tenancy to which Part II of this Act applies and in respect of which the following conditions are satisfied, that is to say—

- (a) that it took effect before the commencement of this Act at the coming to an end by effluxion of time or notice to quit of a tenancy which is such a tenancy as is mentioned in subsection (1) of the said section twenty-six or is by virtue of this paragraph deemed to be such a tenancy; and
- (b) that if this Act had then been in force the tenancy at the coming to an end of which it took effect would have been one to which Part II of this Act applies; and
- (c) that the tenant is either the tenant under the tenancy at the coming to an end of which it took effect or a successor to his business,

shall be deemed to be such a tenancy as is mentioned in subsection (1) of the said section twenty-six.

5.—(1) A tenant under a tenancy which was current at the commencement of this Act shall not in any case be entitled to compensation under section thirty-seven or fifty-nine of this Act unless at the date on which he is to quit the holding the holding or part thereof has continuously been occupied for the purposes of the carrying on of the tenant's business (whether by him or by any other person) for at least five years.

(2) Where a tenant under a tenancy which was current at the commencement of this Act would but for this sub-paragraph be entitled both to—

- (a) compensation under section thirty-seven or section fifty-nine of this Act; and
- (b) compensation payable, under the provisions creating the tenancy, on the termination of the tenancy,

he shall be entitled, at his option, to the one or the other, but not to both.

9TH SCH.
—cont.

6.—(1) Where the landlord's interest in the property comprised in a tenancy which, immediately before the commencement of this Act, was terminable by less than six months' notice to quit given by the landlord belongs to or is held for the purposes of a Government Department or is held by statutory undertakers, the tenancy shall have effect as if that shorter length of notice were specified in such an agreement as is mentioned in subsection (2) or (3) of section fifty-eight of this Act, as the case may be, and the agreement were embodied in the tenancy.

(2) The last foregoing sub-paragraph shall apply in relation to a tenancy where the landlord's interest belongs or is held as aforesaid and which, immediately before the commencement of this Act, was terminable by the landlord without notice as if the tenancy had then been terminable by one month's notice to quit given by the landlord.

7. Nothing in this Act shall invalidate any claim under Part I of the Landlord and Tenant Act, 1927, for compensation for an improvement where the claim was made before the commencement of this Act; and any proceedings arising out of such a claim which were pending at the commencement of this Act may be continued as if this Act had not been passed.

8. Where at the commencement of this Act any proceedings are pending on an application made before the commencement of this Act to the tribunal under section five of the Landlord and Tenant Act, 1927, no further step shall be taken in the proceedings except for the purposes of an order as to costs; and where the tribunal has made an interim order in the proceedings under subsection (13) of section five of that Act authorising the tenant to remain in possession of the property comprised in his tenancy for any period, the tenancy shall be deemed not to have come to an end before the expiration of that period, and section twenty-four of this Act shall have effect in relation to it accordingly.

9. Where in the case of a tenancy which came to an end before the time at which this Act came into operation a claim under section four of the Landlord and Tenant Act, 1927, was duly made before that time, nothing in this Act shall affect the operation of the said Act of 1927 in relation to that claim:

Provided that if at the commencement of this Act proceedings on the claim have not been begun before the tribunal for the purposes of the said Act of 1927, any such proceedings shall be brought in accordance with section sixty-three of this Act.

10.—(1) Where a tenancy of a shop (within the meaning of Part II of the Leasehold Property (Temporary Provisions) Act, 1951) is current at the commencement of this Act, and before the commencement of this Act—

- (a) the tenant has made application under the said Part II for the grant of a new tenancy but the application has been finally disposed of without the grant of a new tenancy being ordered,
or

(b) the landlord has served notice under subsection (2) of section eleven of the said Act of 1951, calling on the tenant to elect whether to make an application and the time for making the application has expired without its having been made, the tenancy shall not be one to which Part II of this Act applies.

(2) For the purposes of this paragraph an application shall be treated as having been finally disposed of when the proceedings on the application (including any proceedings on or in consequence of an appeal) have been determined and any time for appealing or further appealing has expired, except that if the application is withdrawn or any appeal is abandoned, the application shall be treated as having been finally disposed of at the time of withdrawal or abandonment.

11. Notwithstanding the repeal of Part II of the Leasehold Property (Temporary Provisions) Act, 1951, where immediately before the commencement of this Act a tenancy was being continued by subsection (3) of section eleven of that Act it shall not come to an end at the commencement of this Act, and section twenty-four of this Act shall have effect in relation to it accordingly.

9TH SCR.
—cont.

Table of Statutes referred to in this Act

Short Title	Session and Chapter
Lands Clauses Consolidation Act, 1845	8 & 9 Vict. c. 18.
Duchy of Cornwall Management Act, 1863	26 & 27 Vict. c. 49.
Re-election of Ministers Act, 1919	9 & 10 Geo. 5. c. 2.
Increase of Rent and Mortgage Interest (Restrictions) Act, 1920	10 & 11 Geo. 5. c. 17.
Settled Land Act, 1925	15 & 16 Geo. 5. c. 18.
Law of Property Act, 1925	15 & 16 Geo. 5. c. 20.
Universities and College Estates Act, 1925	15 & 16 Geo. 5. c. 24.
Crown Lands Act, 1927	17 & 18 Geo. 5. c. 23.
Landlord and Tenant Act, 1927	17 & 18 Geo. 5. c. 36.
Rent and Mortgage Interest Restrictions (Amendment) Act, 1933	23 & 24 Geo. 5. c. 32.
County Courts Act, 1934	24 & 25 Geo. 5. c. 53.
House of Commons Disqualification (Declaration of Law) Act, 1935	25 & 26 Geo. 5. c. 38.
Increase of Rent and Mortgage Interest (Restrictions) Act, 1938	1 & 2 Geo. 6. c. 26.
Leasehold Property (Repairs) Act, 1938	1 & 2 Geo. 6. c. 34.
Rent and Mortgage Interest Restrictions Act, 1939	2 & 3 Geo. 6. c. 71.
Distribution of Industry Act, 1945	8 & 9 Geo. 6. c. 36.
New Towns Act, 1946	9 & 10 Geo. 6. c. 68.
National Health Service Act, 1946	9 & 10 Geo. 6. c. 81.
Town and Country Planning Act, 1947	10 & 11 Geo. 6. c. 51.
Companies Act, 1948	11 & 12 Geo. 6. c. 38.
Agricultural Holdings Act, 1948	11 & 12 Geo. 6. c. 63.
Landlord and Tenant (Rent Control) Act, 1949	12, 13 & 14 Geo. 6. c. 40.
Leasehold Property (Temporary Provisions) Act, 1951	14 & 15 Geo. 6. c. 38.
Customs and Excise Act, 1952	15 & 16 Geo. 6. & 1 Eliz. 2. c. 44.
Housing Repairs and Rents Act, 1954	2 & 3 Eliz. 2. c. 53.

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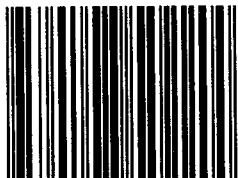
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