

SCHEDULES

SCHEDULE 1

STATUTORY TENANCIES

PART II

RELINQUISHING TENANCIES AND CHANGING TENANTS

Payments demanded by statutory tenants as a condition of giving up possession

- 12 (1) A statutory tenant of a dwelling-house who, as a condition of giving up possession of the dwelling-house, asks for or receives the payment of any sum, or the giving of any other consideration, by any person other than the landlord, shall be guilty of an offence.
- (2) Where a statutory tenant of a dwelling-house requires that furniture or other articles shall be purchased as a condition of his giving up possession of the dwelling-house, the price demanded shall, at the request of the person on whom the demand is made, be stated in writing, and if the price exceeds the reasonable price of the articles the excess shall be treated, for the purposes of sub-paragraph (1) above, as a sum asked to be paid as a condition of giving up possession.
- (3) A person guilty of an offence under this paragraph shall be liable to a fine not exceeding £100.
- (4) The court by which a person is convicted of an offence under this paragraph may order the payment—
- (a) to the person who made any such payment, or gave any such consideration, as is referred to in sub-paragraph (1) above, of the amount of that payment or the value of that consideration, or
 - (b) to the person who paid any such price as is referred to in sub-paragraph (2) above, of the amount by which the price paid exceeds the reasonable price.

Change of statutory tenant by agreement

- 13 (1) Where it is so agreed in writing between a statutory tenant ("the outgoing tenant") and a person proposing to occupy the dwelling ("the incoming tenant"), the incoming tenant shall be deemed to be the statutory tenant of the dwelling as from such date as may be specified in the agreement ("the transfer date").
- (2) Such an agreement shall not have effect unless the landlord is a party thereto, and, if the consent of any superior landlord would have been required to an assignment of the previous contractual tenancy, the agreement shall not have effect unless the superior landlord is a party thereto.

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- (3) If the outgoing tenant is the statutory tenant by virtue of his previous protected tenancy, then, subject to sub-paragraph (6) below, this Act shall have effect, on and after the transfer date, as if the incoming tenant had been a protected tenant and had become the statutory tenant by virtue of his previous protected tenancy.
- (4) Subject to sub-paragraphs (5) and (6) below, if the outgoing tenant is a statutory tenant by succession, then, on and after the transfer date—
 - (a) this Act shall have effect as if the incoming tenant were a statutory tenant by succession, and
 - (b) the incoming tenant shall be deemed to have become a statutory tenant by virtue of that paragraph of Part I of this Schedule by virtue of which the outgoing tenant became (or is deemed to have become) a statutory tenant.
- (5) If the outgoing tenant is a statutory tenant by succession, the agreement may provide that, notwithstanding anything in sub-paragraph (4) above, on and after the transfer date, this Act shall have effect, subject to sub-paragraph (b) below, as if the incoming tenant had been a protected tenant and had become the statutory tenant by virtue of his previous protected tenancy.
- (6) Unless the incoming tenant is deemed, by virtue of sub-paragraph (4)(b) above, to have become a statutory tenant by virtue of paragraph 6 or 7 of Part I of this Schedule, paragraphs 5 to 7 of that Part shall not apply where a person has become a statutory tenant by virtue of this paragraph.
- (7) In this paragraph " the dwelling" means the aggregate of the premises comprised in the statutory tenancy of the outgoing tenant.

No pecuniary consideration to be required on change of tenant under paragraph 13

- 14 (1) Any person who requires the payment of any pecuniary consideration for entering into such an agreement as is referred to in paragraph 13(1) above shall be liable to a fine not exceeding £100.
- (2) The court by which a person is convicted of an offence under sub-paragraph (1) above may order the amount of the payment to be repaid by the person to whom it was paid.
- (3) Without prejudice to sub-paragraph (2) above, the amount of any such payment as is referred to in sub-paragraph (1) above shall be recoverable by the person by whom it was made either by proceedings for its recovery or, if it was made to the landlord by a person liable to pay rent to the landlord, by deduction from any rent so payable.
- (4) Notwithstanding anything in sub-paragraph (1) above, if apart from this paragraph he would be entitled to do so, the outgoing tenant may require the payment by the incoming tenant—
 - (a) of so much of any outgoings discharged by the outgoing tenant as is referable to any period after the transfer date;
 - (b) of a sum not exceeding the amount of any expenditure reasonably incurred by the outgoing tenant in carrying out any structural alteration of the dwelling or in providing or improving fixtures therein, being fixtures which, as against the landlord, the outgoing tenant is not entitled to remove;
 - (c) where the outgoing tenant became a tenant of the dwelling by virtue of an assignment of the previous protected tenancy, of a sum not exceeding any reasonable amount paid by him to his assignor in respect of expenditure incurred by the assignor, or by any previous assignor of the tenancy, in

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carrying out any such alteration or in providing or improving any such fixtures as are mentioned in paragraph (b) above; or

- (d) where part of the dwelling is used as a shop or office, or for business, trade or professional purposes, of a reasonable amount in respect of any goodwill of the business, trade or profession, being goodwill transferred to the incoming tenant in connection with his becoming a statutory tenant of the dwelling or accruing to him in consequence thereof.

- (5) In this paragraph "outgoing tenant", "incoming tenant", " the transfer date " and " the dwelling " have the same meanings as in paragraph 13 above.