

SCHEDULES

SCHEDULE 1

Section 21(1).

CONSEQUENTIAL AMENDMENTS

Law of Property Act 1925 (c. 20)

- 1 In section 77(1) of the Law of Property Act 1925 (implied covenants in conveyances subject to rents), for “the last preceding section” substitute “Part I of the Law of Property (Miscellaneous Provisions) Act 1994”.

Land Registration Act 1925 (c. 21)

- 2 In section 38(2) of the Land Registration Act 1925 (effect of implied covenants in dispositions of registered land), after “the Law of Property Act 1925” insert “or Part I of the Law of Property (Miscellaneous Provisions) Act 1994”.

Law of Property (Joint Tenants) Act 1964 (c. 63)

- 3 In section 1(1) of the Law of Property (Joint Tenants) Act 1964 (assumptions on sale of land by survivor of joint tenants), omit the words “he conveys as beneficial owner or”.

Land Commission Act 1967 (c. 1)

- 4 (1) In Part II of Schedule 12 to the Land Commission Act 1967 (betterment levy: effect of death etc. on liability), paragraph 10 (provisions as to intestacy) is amended as follows.
- (2) In sub-paragraph (1)—
- (a) for “the Probate Judge”, in each place where the words occur, substitute “the Public Trustee”; and
 - (b) for “letters of administration of that person’s estate are granted” substitute “a grant of representation is made in respect of that person’s estate”.
- (3) Omit sub-paragraph (2) (definition of “the Probate Judge”).

Leasehold Reform Act 1967 (c. 88)

- 5 (1) In section 10 of the Leasehold Reform Act 1967 (rights to be conveyed to tenant on enfranchisement), in subsection (1) omit the words from “nor to enter into any covenant for title” to the end, and after that subsection insert—
- “(1A) The landlord shall not be required to enter into any covenant for title beyond those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee; and in the absence of agreement to the contrary he shall be

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entitled to be indemnified by the tenant in respect of any costs incurred by him in complying with the covenant implied by virtue of section 2(1)(b) of that Act (covenant for further assurance).”

- (2) In section 15 of that Act (terms of tenancy to be granted on extension), for subsection (9) substitute—

“(9) In granting the new tenancy, the landlord shall not be bound to enter into any covenant for title beyond—

- (a) those implied from the grant, and
- (b) those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee, but not including (in the case of a sub-tenancy) the covenant in section 4(1)(b) of that Act (compliance with terms of lease);

and in the absence of agreement to the contrary the landlord shall be entitled to be indemnified by the tenant in respect of any costs incurred by him in complying with the covenant implied by virtue of section 2(1)(b) of that Act (covenant for further assurance).

- (9A) A person entering into any covenant required of him as landlord (under subsection (9) or otherwise) shall be entitled to limit his personal liability to breaches of that covenant for which he is responsible.”

- (3) In Schedule 1 to that Act (enfranchisement or extension by sub-tenants), in paragraph 7(1)(a), after “that tenancy” insert “, and the reference in subsection (1A) of that section to the covenants for title implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 shall be read as excluding the covenant in section 4(1)(b) of that Act (compliance with terms of lease)”.

Consumer Credit Act 1974 (c. 39)

- 6 In section 176 of the Consumer Credit Act 1974 (service of documents), for subsection (7) (service not to be effected on Probate Judge) substitute—

“(7) The following enactments shall not be construed as authorising service on the Public Trustee (in England and Wales) or the Probate Judge (in Northern Ireland) of any document which is to be served under this Act—

- section 9 of the Administration of Estates Act 1925;
- section 3 of the Administration of Estates Act (Northern Ireland) 1955.”

Rentcharges Act 1977 (c. 30)

- 7 In section 11(2) of the Rentcharges Act 1977 (additional covenants relating to rentcharge deemed included and implied in conveyance), for “section 76 of the Law of Property Act 1925” substitute “Part I of the Law of Property (Miscellaneous Provisions) Act 1994”.

Rent Act 1977 (c. 42)

- 8 In Part I of Schedule 2 to the Rent Act 1977 (provisions for determining application of resident landlord exemption), in paragraph 1 (periods to be disregarded in ascertaining whether landlord resident at all times since grant of tenancy), in sub-

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paragraph (c)(iii) (period during which interest of landlord vested in Probate Judge), for “the Probate Judge, within the meaning of that Act” substitute “the Probate Judge or the Public Trustee”.

Housing Act 1985 (c. 68)

- 9 (1) Schedule 6 to the Housing Act 1985 (conveyance of freehold or grant of lease in pursuance of right to buy) is amended as follows.
- (2) In Part I (common provisions), after paragraph 4 insert—
- “4A he conveyance or grant shall be expressed to be made by the landlord with full title guarantee (thereby implying the covenants for title specified in Part I of the Law of Property (Miscellaneous Provisions) Act 1994).”
- (3) In paragraph 5, for “covenants” substitute “other covenants”.
- (4) In Part II (conveyance of freehold), omit paragraph 10.

Financial Services Act 1986 (c. 60)

- 10 In section 45(1) of the Financial Services Act 1986 (miscellaneous exemptions from regulation of investment business), in paragraph (a) for “the President of the Family Division of the High Court” substitute “the Public Trustee”.

Housing Act 1988 (c. 50)

- 11 In Part III of Schedule 1 to the Housing Act 1988 (provisions for determining application of resident landlord exemption), in paragraph 17 (periods to be disregarded in ascertaining whether landlord resident at all times since grant of tenancy), in sub-paragraph (c)(ii) (period during which interest of landlord vested in Probate Judge), for “the Probate Judge, within the meaning of that Act” substitute “the Probate Judge or the Public Trustee”.

Leasehold Reform, Housing and Urban Development Act 1993 (c. 28)

- 12 (1) In section 34 of the Leasehold Reform, Housing and Urban Development Act 1993 (conveyance to nominee purchaser), in subsection (9) after second “conveyed” add “, and with the reference to the covenants for title implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 being read as excluding the covenant in section 4(1)(b) of that Act (compliance with terms of lease)”.
- (2) In section 57 of that Act (terms on which new lease is to be granted), for subsection (8) substitute—
- “(8) In granting the new lease the landlord shall not be bound to enter into any covenant for title beyond—
- (a) those implied from the grant, and
- (b) those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee, but not including (in the case of an underlease) the covenant in section 4(1)(b) of that Act (compliance with terms of lease);

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and in the absence of agreement to the contrary the landlord shall be entitled to be indemnified by the tenant in respect of any costs incurred by him in complying with the covenant implied by virtue of section 2(1)(b) of that Act (covenant for further assurance).

(8A) A person entering into any covenant required of him as landlord (under subsection (8) or otherwise) shall be entitled to limit his personal liability to breaches of that covenant for which he is responsible.”

(3) In Schedule 7 to that Act (conveyance to nominee purchaser on enfranchisement), for paragraph 2(2)(b) substitute—

“(b) to enter into any covenant for title beyond those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee;

and in the absence of agreement to the contrary the freeholder shall be entitled to be indemnified by the nominee purchaser in respect of any costs incurred by him in complying with the covenant implied by virtue of section 2(1)(b) of that Act (covenant for further assurance).”

(4) In Schedule 9 to that Act (grant of leases back to former freeholder) after paragraph 9 insert—

“Covenants for title

9A he lessor shall not be bound to enter into any covenant for title beyond—

- (a) those implied from the grant, and
- (b) those implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 in a case where a disposition is expressed to be made with limited title guarantee.”