



# Landlord and Tenant (Covenants) Act 1995

## 1995 CHAPTER 30

### *Supplemental*

#### **28 Interpretation.**

(1) In this Act (unless the context otherwise requires)—

“assignment” includes equitable assignment and in addition (subject to section 11) assignment in breach of a covenant of a tenancy or by operation of law;

“authorised guarantee agreement” means an agreement which is an authorised guarantee agreement for the purposes of section 16;

“collateral agreement”, in relation to a tenancy, means any agreement collateral to the tenancy, whether made before or after its creation;

“consent” includes licence;

“covenant” includes term, condition and obligation, and references to a covenant (or any description of covenant) of a tenancy include a covenant (or a covenant of that description) contained in a collateral agreement;

“landlord” and “tenant”, in relation to a tenancy, mean the person for the time being entitled to the reversion expectant on the term of the tenancy and the person so entitled to that term respectively;

“landlord covenant”, in relation to a tenancy, means a covenant falling to be complied with by the landlord of premises demised by the tenancy;

“new tenancy” means a tenancy which is a new tenancy for the purposes of section 1;

“reversion” means the interest expectant on the termination of a tenancy;

“tenancy” means any lease or other tenancy and includes—

- (a) a sub-tenancy, and
- (b) an agreement for a tenancy,

but does not include a mortgage term;

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*Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (Covenants) Act 1995, Section 28. (See end of Document for details)*

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“tenant covenant”, in relation to a tenancy, means a covenant falling to be complied with by the tenant of premises demised by the tenancy.

- (2) For the purposes of any reference in this Act to a covenant falling to be complied with in relation to a particular part of the premises demised by a tenancy, a covenant falls to be so complied with if—
- (a) it in terms applies to that part of the premises, or
  - (b) in its practical application it can be attributed to that part of the premises (whether or not it can also be so attributed to other individual parts of those premises).
- (3) Subsection (2) does not apply in relation to covenants to pay money; and, for the purposes of any reference in this Act to a covenant falling to be complied with in relation to a particular part of the premises demised by a tenancy, a covenant of a tenancy which is a covenant to pay money falls to be so complied with if—
- (a) the covenant in terms applies to that part; or
  - (b) the amount of the payment is determinable specifically by reference—
    - (i) to that part, or
    - (ii) to anything falling to be done by or for a person as tenant or occupier of that part (if it is a tenant covenant), or
    - (iii) to anything falling to be done by or for a person as landlord of that part (if it is a landlord covenant).
- (4) Where two or more persons jointly constitute either the landlord or the tenant in relation to a tenancy, any reference in this Act to the landlord or the tenant is a reference to both or all of the persons who jointly constitute the landlord or the tenant, as the case may be (and accordingly nothing in section 13 applies in relation to the rights and liabilities of such persons between themselves).
- (5) References in this Act to the assignment by a landlord of the reversion in the whole or part of the premises demised by a tenancy are to the assignment by him of the whole of his interest (as owner of the reversion) in the whole or part of those premises.
- (6) For the purposes of this Act—
- (a) any assignment (however effected) consisting in the transfer of the whole of the landlord’s interest (as owner of the reversion) in any premises demised by a tenancy shall be treated as an assignment by the landlord of the reversion in those premises even if it is not effected by him; and
  - (b) any assignment (however effected) consisting in the transfer of the whole of the tenant’s interest in any premises demised by a tenancy shall be treated as an assignment by the tenant of those premises even if it is not effected by him.

**Changes to legislation:**

There are currently no known outstanding effects for the Landlord and Tenant (Covenants) Act 1995, Section 28.