



# Agricultural Tenancies Act 1995

## 1995 CHAPTER 8

### PART II

#### RENT REVIEW UNDER FARM BUSINESS TENANCY

#### 13 Amount of rent.

- (1) On any reference made in pursuance of a statutory review notice, the arbitrator shall determine the rent properly payable in respect of the holding at the review date and accordingly shall, with effect from that date, increase or reduce the rent previously payable or direct that it shall continue unchanged.
- (2) For the purposes of subsection (1) above, the rent properly payable in respect of a holding is the rent at which the holding might reasonably be expected to be let on the open market by a willing landlord to a willing tenant, taking into account (subject to subsections (3) and (4) below) all relevant factors, including (in every case) the terms of the tenancy (including those which are relevant for the purposes of section 10(4) to (6) of this Act, but not those <sup>[F1]</sup>which (apart from this section) preclude a reduction in the rent during the tenancy)].
- (3) The arbitrator shall disregard any increase in the rental value of the holding which is due to tenant's improvements other than—
  - (a) any tenant's improvement provided under an obligation which was imposed on the tenant by the terms of his tenancy or any previous tenancy and which arose on or before the beginning of the tenancy in question,
  - (b) any tenant's improvement to the extent that any allowance or benefit has been made or given by the landlord in consideration of its provision, and
  - (c) any tenant's improvement to the extent that the tenant has received any compensation from the landlord in respect of it.
- (4) The arbitrator—
  - (a) shall disregard any effect on the rent of the fact that the tenant who is a party to the arbitration is in occupation of the holding, and

*Status: Point in time view as at 19/10/2006.*

*Changes to legislation: Agricultural Tenancies Act 1995, Section 13 is up to date with all changes known to be in force on or before 13 May 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details)*

- (b) shall not fix the rent at a lower amount by reason of any dilapidation or deterioration of, or damage to, buildings or land caused or permitted by the tenant.

(5) In this section “tenant’s improvement”, and references to the provision of such an improvement, have the meaning given by section 15 of this Act.

#### **Textual Amendments**

- F1** Words in s. 13(2) substituted (19.10.2006) by [Regulatory Reform \(Agricultural Tenancies\) \(England and Wales\) Order 2006 \(S.I. 2006/2805\)](#), arts. 1(1)(b), **15** (with art. 10)

#### **Modifications etc. (not altering text)**

- C1** S. 13 modified (1.9.1995) by [1995 c. 8, ss. 40, 41\(2\)](#), [Sch. para. 20\(5\)](#) (with s. 37) (which Act inserted Sch. 7 para. 3A into [1958 c. 69](#)).
- C2** S. 13(1)(2) modified (1.9.1995) by [1995 c. 8, ss. 40, 41\(2\)](#), [Sch. para. 14](#) (with s. 37) (which Act inserted s. 14B into [1958 c. 69](#)).

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