



Law of Property Act 1925

1925 CHAPTER 20 15 and 16 Geo 5

PART XI

MISCELLANEOUS

Redemption and Apportionment of Rents, &c.

190 Equitable apportionment of rents and remedies for non-payment or breach of covenant.

- (1) Where in a conveyance for valuable consideration, other than a mortgage, of part of land which is affected by a rentcharge, such rentcharge or a part thereof is, without the consent of the owner thereof, expressed to be—
- (a) charged exclusively on the land conveyed or any part thereof in exoneration of the land retained or other land; or
 - (b) charged exclusively on the land retained or any part thereof in exoneration of the land conveyed or other land; or
 - (c) apportioned between the land conveyed or any part thereof, and the land retained by the grantor or any part thereof;

then, without prejudice to the rights of the owner of the rentcharge, such charge or apportionment shall be binding as between the grantor and the grantee under the conveyance and their respective successors in title.

^{F1}(2)

- (3) Where in a conveyance for valuable consideration, other than a mortgage, of part of land comprised in a lease, for the residue of the term or interest created by the lease, the rent reserved by such lease or a part thereof is, without the consent of the lessor, expressed to be—
- (a) charged exclusively on the land conveyed or any part thereof in exoneration of the land retained by the assignor or other land; or
 - (b) charged exclusively on the land retained by the assignor or any part thereof in exoneration of the land conveyed or other land; or

Status: Point in time view as at 06/04/2014.

Changes to legislation: Law of Property Act 1925, Section 190 is up to date with all changes known to be in force on or before 04 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)

- (c) apportioned between the land conveyed or any part thereof and the land retained by the assignor or any part thereof;

then, without prejudice to the rights of the lessor, such charge or apportionment shall be binding as between the assignor and the assignee under the conveyance and their respective successors in title.

[^{F2}(4) Subsection (5) applies where—

- (a) any default is made in payment of the whole or part of a rent by the person (“the defaulter”) who, by reason of a charge or apportionment within subsection (3), is liable to pay it, and
- (b) the lessee for the time being of any other land comprised in the lease, in whom, as respects that land, the residue of the term or interest created by the lease is vested, (“the paying lessee”) pays or is required to pay the whole or part of the rent which ought to have been paid by the defaulter.

(5) Section 72(1) of the Tribunals, Courts and Enforcement Act 2007 (commercial rent arrears recovery) applies, subject to the other provisions of Chapter 2 of Part 3 of that Act, to the recovery by the paying lessee from the defaulter of the rent paid by the paying lessee which ought to have been paid by the defaulter, as if the paying lessee were the landlord, and the defaulter his tenant, under the lease.]

(6) This section applies only if and so far as a contrary intention is not expressed in the conveyance whereby the rent or any part thereof is expressed to be charged or apportioned as aforesaid, and takes effect subject to the terms of that conveyance and to the provisions therein contained.

(7) The remedies conferred by this section apply only where the conveyance whereby the rent or any part thereof is expressed to be charged or apportioned is made after the commencement of this Act, and do not apply where the rent is charged exclusively as aforesaid or legally apportioned with the consent of the ^{F3}... lessor.

(8) The rule of law relating to perpetuities does not affect the powers or remedies conferred by this section or any like powers or remedies expressly conferred, before or after the commencement of this Act, by an instrument.

Textual Amendments

- F1** S. 190(2) repealed (6.4.2014) by [Tribunals, Courts and Enforcement Act 2007 \(c. 15\)](#), s. 148, Sch. 14 para. 27(2), [Sch. 23 Pt. 4](#) (with s. 89); S.I. 2014/768, art. 2(1)(b)
- F2** S. 190(4)(5) substituted (6.4.2014) by [Tribunals, Courts and Enforcement Act 2007 \(c. 15\)](#), s. 148, [Sch. 14 para. 27\(3\)](#) (with s. 89); S.I. 2014/768, art. 2(1)(b)
- F3** Words in s. 190(7) repealed (6.4.2014) by [Tribunals, Courts and Enforcement Act 2007 \(c. 15\)](#), s. 148, Sch. 14 para. 27(4), [Sch. 23 Pt. 4](#) (with s. 89); S.I. 2014/768, art. 2(1)(b)

Modifications etc. (not altering text)

- C1** S. 190(1)(2) applied by [Leasehold Reform Act 1967 \(c. 88\)](#), [s. 11\(1\)\(3\)\(a\)](#)

Status:

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