



Landlord and Tenant Act 1927

1927 CHAPTER 36 17 and 18 Geo 5

PART II

GENERAL AMENDMENTS OF THE LAW OF LANDLORD AND TENANT

19 Provisions as to covenants not to assign, &c. without licence or consent.

(1) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against assigning, underletting, charging or parting with the possession of demised premises or any part thereof without licence or consent, such covenant condition or agreement shall, notwithstanding any express provision to the contrary, be deemed to be subject—

- (a) to a proviso to the effect that such licence or consent is not to be unreasonably withheld, but this proviso does not preclude the right of the landlord to require payment of a reasonable sum in respect of any legal or other expenses incurred in connection with such licence or consent; and
- (b) (if the lease is for more than forty years, and is made in consideration wholly or partially of the erection, or the substantial improvement, addition or alteration of buildings, and the lessor is not a Government department or local or public authority, or a statutory or public utility company) to a proviso to the effect that in the case of any assignment, under-letting, charging or parting with the possession (whether by the holders of the lease or any under-tenant whether immediate or not) effected more than seven years before the end of the term no consent or licence shall be required, if notice in writing of the transaction is given to the lessor within six months after the transaction is effected.

[^{F1}(1A) Where the landlord and the tenant under a qualifying lease have entered into an agreement specifying for the purposes of this subsection—

- (a) any circumstances in which the landlord may withhold his licence or consent to an assignment of the demised premises or any part of them, or
- (b) any conditions subject to which any such licence or consent may be granted, then the landlord—

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- (i) shall not be regarded as unreasonably withholding his licence or consent to any such assignment if he withholds it on the ground (and it is the case) that any such circumstances exist, and
 - (ii) if he gives any such licence or consent subject to any such conditions, shall not be regarded as giving it subject to unreasonable conditions;
- and section 1 of the Landlord and Tenant Act 1988 (qualified duty to consent to assignment etc.) shall have effect subject to the provisions of this subsection.
- (1B) Subsection (1A) of this section applies to such an agreement as is mentioned in that subsection—
- (a) whether it is contained in the lease or not, and
 - (b) whether it is made at the time when the lease is granted or at any other time falling before the application for the landlord’s licence or consent is made.
- (1C) Subsection (1A) shall not, however, apply to any such agreement to the extent that any circumstances or conditions specified in it are framed by reference to any matter falling to be determined by the landlord or by any other person for the purposes of the agreement, unless under the terms of the agreement—
- (a) that person’s power to determine that matter is required to be exercised reasonably, or
 - (b) the tenant is given an unrestricted right to have any such determination reviewed by a person independent of both landlord and tenant whose identity is ascertainable by reference to the agreement,
- and in the latter case the agreement provides for the determination made by any such independent person on the review to be conclusive as to the matter in question.
- (1D) In its application to a qualifying lease, subsection (1)(b) of this section shall not have effect in relation to any assignment of the lease.
- (1E) In subsections (1A) and (1D) of this section—
- (a) “qualifying lease” means any lease which is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995 other than a residential lease, namely a lease by which a building or part of a building is let wholly or mainly as a single private residence; and
 - (b) references to assignment include parting with possession on assignment.]
- (2) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against the making of improvements without a licence or consent, such covenant condition or agreement shall be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that such licence or consent is not to be unreasonably withheld; but this proviso does not preclude the right to require as a condition of such licence or consent the payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to the landlord, and of any legal or other expenses properly incurred in connection with such licence or consent nor, in the case of an improvement which does not add to the letting value of the holding, does it preclude the right to require as a condition of such licence or consent, where such a requirement would be reasonable, an undertaking on the part of the tenant to reinstate the premises in the condition in which they were before the improvement was executed.
- (3) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against the alteration of the user of the demised

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premises, without licence or consent, such covenant condition or agreement shall, if the alteration does not involve any structural alteration of the premises, be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that no fine or sum of money in the nature of a fine, whether by way of increase of rent or otherwise, shall be payable for or in respect of such licence or consent; but this proviso does not preclude the right of the landlord to require payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to him and of any legal or other expenses incurred in connection with such licence or consent.

Where a dispute as to the reasonableness of any such sum has been determined by a court of competent jurisdiction, the landlord shall be bound to grant the licence or consent on payment of the sum so determined to be reasonable.

- (4) This section shall not apply to leases of agricultural holdings within the meaning of the ^{M1}[^{F2}Agricultural Holdings Act 1986]]^{F3} which are leases in relation to which that Act applies, or to farm business tenancies within the meaning of the Agricultural Tenancies Act 1995], and paragraph (b) of subsection (1), subsection (2) and subsection (3) of this section shall not apply to mining leases.

Textual Amendments

- F1** S. 19(1A)-(1E) inserted (1.1.1996) by 1995 c. 39, s. 22 (with ss. 2(2), 26(1)); S.I. 1996/2963, art. 2
F2 Words substituted by Agricultural Holdings Act 1986 (c. 5, SIF 2:3), ss. 99, 100, Sch. 13 para. 3, Sch. 14 para. 15
F3 Words in s. 19(4) inserted (1.9.1995) by 1995 c. 8, ss. 40, 41(2), Sch. para. 6 (with s. 37)

Modifications etc. (not altering text)

- C1** S. 19 excluded by Housing Act 1988 (c. 50, SIF 75:1), s. 15(2)
C2 S. 19 excluded by Leasehold Reform Act 1967 (c. 88), s. 30(5)
C3 S. 19 excluded (3.11.1994) by 1994 c. 33, s. 7(3)(c)
C4 S. 19 modified (30.9.2003 for E., 30.3.2004 for W.) by Commonhold and Leasehold Reform Act 2002 (c. 15), s. 181(1), Sch. 7 para. 1; S.I. 2003/1986, art. 2(a); S.I. 2004/669, art. 2(a)
C5 S. 19 excluded (20.3.2015) by Criminal Justice and Courts Act 2015 (c. 2), s. 95(1), Sch. 10 para. 3(1)(c); S.I. 2015/778, art. 2(1)(d)
C6 S. 19(1)-(3) excluded (3.11.1994) by 1991 c. 53, s. 84(3)(c) (as inserted (3.11.1994) by 1994 c. 33, s. 96)
C7 S. 19(1)-(3) excluded (1.8.2000) by 1999 c. 33, ss. 149(3)(c); S.I. 2000/1985, art. 2, Sch.
C8 S. 19(2) superseded in relation to secure tenancies by Housing Act 1985 (c. 68, SIF 61), ss. 97, 109

Marginal Citations

- M1** 1986 c. 5.

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