
Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (War Damage) (Amendment) Act 1941. (See end of Document for details)

SCHEDULE.

Modifications etc. (not altering text)

- C1** The text of s. 2(5) and Sch. is in the form in which it was originally enacted: it was not reproduced in Statutes in Force and does not reflect any amendments or repeals which may have been made prior to 1.2.1991.

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Textual Amendments

- F1** [Sch.](#) (so far as it relates to modifications of s. 6 of the Landlord and Tenant (War Damage) Act 1939) repealed (8.11.1995) by [1995 c. 44, s. 1, Sch. 1 Pt. VI](#) Group 1

Section 15 of the principal Act as modified

Provisions as to leases comprising two or more separate tenements.

- 15 (1) In relation to a multiple lease section six of this Act shall not apply and the other provisions of this Part of this Act shall have effect subject to the modifications specified in this section.
- (2) Where a notice of disclaimer, a notice of retention or a notice to elect is served with respect to the lease—
- the person serving the notice or the person whom it is served; or
 - any other person having an interest in or divided out of the term created by the lease, or having an interest in the reversion immediately expectant on the determination of the lease;
- may apply to the court, within one month from the service of the notice, to determine the question whether the tenant should be allowed to exercise the right of disclaimer or retention, either as respects the lease as a whole or as respects one or more of the separate tenements comprised therein, or should not be allowed to exercise the right at all.
- (3) If on such an application the court is satisfied that, having regard to the extent of the war damage suffered by the land comprised in the lease as a whole and all circumstances of the case (including any offers made by the landlord for an extension of the land lease or an alteration of the rent reserved thereby or for any other modification of the terms of the lease) it is equitable to allow the tenant to exercise the said right in respect of the lease as a whole, the court shall give a direction accordingly, and any notice of disclaimer or retention already served shall have effect under this Part of this Act, and the court—
- in a case where a notice of disclaimer has been served (whether in compliance with a notice to elect or not) may extend to such date as it may fix the period allowed under this Act within which a notice to avoid disclaimer may be served by landlord; or

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- (b) in a case where a notice to elect has been served and has not been complied with, may extend to such date as it may fix the period allowed under this Act within which a notice to elect must be complied with.
- (4) If on such application the court, having regard to the matters referred to in the last foregoing subsection, is not satisfied that it is equitable to allow the tenant to exercise the right of disclaimer or retention as respects the lease as a whole, but it is satisfied that it is equitable to allow him to exercise the said right as respects one or more of the separate tenements comprised therein (hereafter referred to as “the disclaimable tenements”, the court—
- (a) shall order that the lease be treated as if it were two separate leases, one comprising the disclaimable tenement or tenements, and the other comprising the remainder of the tenements; and
 - (b) shall give such consequential directions as to the apportionment of the rent and otherwise as it thinks just, including directions as respects any sub-lease comprising a disclaimable tenement and a tenement which is not disclaimable; and
 - (c) shall order that the tenant shall be at liberty to serve a notice of disclaimer or retention as respects the lease comprising the lease comprising the disclaimable tenement or tenements but not as respects the other lease; and
 - (d) where a notice of disclaimer or retention has been served (whether in compliance with a notice to elect or not) shall order that the notice shall be of no effect; and
 - (e) where a notice has been served, may extend to such date as it may fix the period allowed under this Act within which the notice to elect must be complied with; and
 - (f) may empower the landlord, if the tenant serves a notice of disclaimer as respects the lease comprising the disclaimable tenement or tenements, to enter upon the land comprised in the other lease for the purpose of doing work on the land comprised in the disclaimable lease.
- (5) If on such an application the court, having regard to the matters referred to in subsection (3) of this section, is not satisfied that it is equitable to allow the tenant to exercise the right of disclaimer or retention as respects the lease as a whole or as respects one or more of the separate tenements comprised therein, the court shall direct that the land comprised in the lease shall not be deemed to be unfit for the purposes of this Part of this Act and that any notice of disclaimer, notice of retention or notice to elect relating thereto shall cease to have effect:

Provided that the court may, if having regard to the extent of the war damage suffered by the land it considers it equitable to do so, order that the rent reserved for the lease shall, until the war damage is made good, be reduced to such extent as may be specified.

- (6) Unless an application is made to the court under this section with respect to notice of disclaimer, a notice of retention or a notice to elect served with respect to a multiple lease, the land comprised in the lease shall be deemed for the purpose of the proceedings pursuant to the notice to have been unfit by reason of war damage at the time when the notice was served.

Changes to legislation:

There are currently no known outstanding effects for the Landlord and Tenant (War Damage) (Amendment) Act 1941.