



Landlord and Tenant (Requisitioned Land) Act 1942

1942 CHAPTER 13 5 and 6 Geo 6

3 Multiple leases.

- (1) Where possession of all the land comprised in a multiple lease to which this Act applies has been taken and is retained on behalf of His Majesty in the exercise of emergency powers, and all the separate tenements comprised in the lease are tenements (hereafter in this section referred to as “disclaimable tenements”) which the tenant holding under the multiple lease would, if he held them under separate leases, be entitled to disclaim under section one of this Act, he may serve a notice of disclaimer under that section in respect of the lease, and subsection (3) of that section shall apply to any such notice as if the reference to the conditions specified in subsection (1) of that section were a reference to the conditions specified in this subsection, but, save as aforesaid, section one of this Act shall not apply in the case of multiple leases, and the following provisions of this section shall have effect in lieu thereof.
- (2) Where possession of one or some of the tenements comprised in a multiple lease, being a disclaimable tenement or disclaimable tenements, has been taken and is retained as aforesaid, and the remainder of the tenements comprised in the lease either have not been taken or are not retained or are not disclaimable tenements, the tenant may, within three months from the material date, apply to the court for permission to serve a notice of disclaimer either in respect of the lease as a whole or in respect of one or more of the separate tenements comprised therein.
- (3) If, on any such application for permission to serve a notice of disclaimer in respect of the lease as a whole, the court is satisfied, having regard to the extent to which possession has been taken and retained as aforesaid of the land comprised in the lease and the extent to which the tenements are disclaimable tenements and all the circumstances of the case, that it is equitable to allow the tenant to disclaim the lease as a whole, it shall direct that the tenant shall be at liberty to serve, within such period as may be specified, a notice of disclaimer in respect of the lease as a whole: Provided that, if the court gives such a direction in a case where possession of any tenement comprised in the lease has not been taken or is not retained as aforesaid, the court may, if it thinks just, direct that the rent payable under the lease and, if

Changes to legislation: There are currently no known outstanding effects for the Landlord and Tenant (Requisitioned Land) Act 1942, Section 3. (See end of Document for details)

the tenement is sub-let, the rent payable under the under-lease shall, notwithstanding the disclaimer, be payable, to such extent as may be directed, in respect of the period beginning with the material date and ending with the date on which the notice of disclaimer becomes effective, and the provisions of this Act relating to the apportionment of rent shall have effect subject to any such direction.

- (4) If, on any such application for permission to serve a notice of disclaimer either in respect of the lease as a whole or as respects one or more of the separate tenements comprised therein, the court is satisfied that it is equitable to allow the tenant to disclaim one or more of the separate tenements comprised in the lease, being disclaimable tenements of which possession has been taken and is retained as aforesaid, it shall order that the lease shall be treated as if it were two separate leases, one comprising the tenement or tenements to be disclaimed, and the other comprising the remainder of the tenements, and shall give such consequential directions as to the apportionment of the rent and otherwise as it thinks just, and shall direct that the tenant shall be at liberty to serve, within such period as may be specified, a notice of disclaimer in respect of the lease comprising the said tenement or tenements to be disclaimed.
- (5) Where possession of part only of a separate tenement comprised in a multiple lease has been taken as aforesaid, or possession of part only of a separate tenement so taken has been given up, and the tenement is in either case a disclaimable tenement, the court may, if it is satisfied that it is equitable to do so, exercise its powers under this section in like manner as if possession of the whole of the tenement had been taken and retained as aforesaid, and shall, in considering whether to exercise the said powers, have regard (among other matters) to the question whether it is reasonably practicable for the occupier to use part of the tenement which has not been taken, or is not retained, as a residence, or, as the case may be, for the purposes of his business.

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