



Landlord and Tenant (Requisitioned Land) Act 1942

1942 CHAPTER 13 5 and 6 Geo 6

8 Special provisions where lease requires landlord to pay rates, provide services, &c.

- (1) Where possession of the land comprised in any lease has been taken on behalf of His Majesty in the exercise of emergency powers, and by virtue of any term of the lease or of any contract collateral thereto:—
- (a) the tenant is wholly or partly relieved of liability or indemnified in respect of the usual tenant's rates and taxes, or in respect of the cost of the repairs or insurance, or in respect of any other expenses necessary to maintain the land;
 - (b) the landlord is required to provide lighting, heating, board, furniture or other services; or
 - (c) the landlord is required to carry out any improvements, being improvements which were not completed at the date when possession of the land was taken as aforesaid;

the rent payable under the lease in respect of the period for which possession of the land is retained in the exercise of emergency powers shall, subject to the following provisions of this section, be reduced to such an amount as may be agreed between the tenant and the landlord, or in default of agreement as may be determined by the court, to be the net rent, that is to say, the rent which might reasonably have been expected to be payable under the lease on the assumption (so far as applicable) that the tenant was wholly liable thereunder in respect of all the matters referred to in paragraph (a) hereof and the landlord was not required to provide any of the services referred to in paragraph (b) hereof or to carry out any of the improvements referred to in paragraph (c) hereof; and any liability of the landlord to the tenant in respect of any of those matters, services or improvements shall, subject as aforesaid, be suspended during the said period.

- (2) Where the authority by whom possession of the land comprised in any lease has been taken as aforesaid requires the landlord to continue to provide any of the services (other than board and furniture) referred to in paragraph (b) of the last foregoing subsection, it may, within three months from the date on which possession of the land was so

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taken, serve a notice on the landlord specifying the services required, and thereupon the following provisions shall have effect for the period beginning with the service of the notice and ending with the date on which possession of the land is given up by the authority:—

- (a) the landlord shall provide the said services for the authority in the like manner and to the like extent as could have been required by the tenant if possession of the land had not been taken as aforesaid; and
- (b) the authority shall pay to the landlord out of moneys provided by Parliament a periodical sum equal to such part of the rent payable under the lease as may be agreed between the authority and the landlord, or, in default of agreement, as may be determined by the court, to be attributable to the provision of the said services:

Provided that—

- (i) if the lease is disclaimed under this Act, this subsection shall cease to apply thereto as from the date on which the notice of disclaimer becomes effective, and, if the lease is otherwise determined before the end of the period aforesaid, this subsection shall cease to apply thereto as from the date of the determination;
 - (ii) the said authority may, at any time before the end of the period aforesaid, serve on the landlord a notice stating that they no longer require the said services, or such of them as may be specified in the notice, and, on the expiration of such period not less than one month from the service of the notice as may be so specified, this subsection shall cease to apply with respect to the services to which the notice relates.
- (3) Nothing in the foregoing provisions of this section shall be taken as preventing or affecting any agreement, whether made before or after the passing of this Act, between the authority by whom possession of the land comprised in the lease has been taken as aforesaid and the landlord and the tenant, whereby the landlord undertakes to continue to provide for any of the matters referred to in paragraph (a) of subsection (1) of this section or to provide any of the services referred to in paragraph (b) of that subsection, or to carry out any of the improvements referred to in paragraph (c) of that subsection, and either—
- (a) the authority pays to the landlord such periodical sum as may be agreed, and the rent payable by the tenant under the lease is reduced by a corresponding sum; or
 - (b) the authority pays, by way of an addition to the compensation payable under paragraph (a) of subsection (1) of section two of the ^{M1}Compensation (Defence) Act 1939, such sum as may be agreed;

and while any such agreement is in force, the foregoing provisions of this section shall not apply with respect to the matters, services or improvements to which the agreement relates and, on the determination of any such agreement, the said authority may, within one month from the determination thereof, serve a notice under the last foregoing subsection with respect to any of the said services, notwithstanding that the period within which such a notice may be served under that subsection has expired.

- (4) This section shall apply in a case where possession of part only of the land comprised in a lease has been taken as aforesaid, as if the land so taken were comprised in a separate lease, and the necessary apportionment shall be made of the rent or of any part thereof attributable to any such matters, services or improvements as are referred

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to in subsection (1) of this section, and, if any dispute arises as to the apportionment, it shall be referred to and determined by the court.

- (5) Any periodical sum payable under subsection (2) of this section shall be considered as accruing due from day to day and shall be apportionable in respect of time accordingly, and where the rent payable under any lease is reduced by virtue of this section, the rent shall be apportionable in respect of time, whether it is payable in advance or otherwise, and where the tenant has paid any sum which is not payable, or exceeds the amount payable, by virtue of this section, he shall be entitled to recover that sum or, as the case may be, the excess part thereof.
- (6) In a case where possession of the land comprised in a lease has been taken as aforesaid before the passing of this Act, this section shall have effect subject to the modification that any reference to the period for which possession of the land is retained in the exercise of emergency powers shall be construed as referring only to so much of that period as extends after the passing of this Act, and any reference to the date on which possession of the land was so taken shall be construed as a reference to the date of the passing of this Act.

Marginal Citations

M1 1939 c. 75.

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