



2001 CHAPTER 10

Interpretation

4.—(1) In this Act “tenancy” means—

- (a) a tenancy created either immediately or derivatively out of the freehold, whether by a lease or underlease, by an agreement for a lease or underlease or by a tenancy agreement (but not including a mortgage term or any interest arising in favour of a mortgagor by his attorning tenant to his mortgagee);
- (b) a tenancy at will or a tenancy on sufferance; or
- (c) a tenancy, whether or not constituting a tenancy at common law, created by or in pursuance of any statutory provision.

(2) This Act applies to a right of occupation given by contract or any statutory provision and not amounting to a tenancy as if the right were a tenancy.

(3) For the purposes of this Act obligations imposed or rights given by any statutory provision by virtue of a tenancy shall be treated as imposed or given by the tenancy.

(4) For the purposes of this Act a lease which is, by virtue of Article 37 of, and Schedule 3 to, the [Property \(Northern Ireland\) Order 1997 \(NI 8\)](#) to be construed as a lease for a term of any period is deemed to have been originally granted for a term of that period and the fact (if it is the case) that the lease is determinable after any event is to be disregarded.

(5) Where the amount of any rent under a lease is subject to alteration in consequence of a breach of covenant (whether it is to be increased from a lower amount to a higher amount in the event of a breach or is subject to reduction from a higher amount to a lower amount so long as there is no breach), for the purposes of this Act the amount of the rent is the lower amount.

(6) In this Act “relevant defect” means a defect in the state of the premises—

- (a) existing at or after the material time; and
 - (b) arising from, or continuing because of, an act or omission by the landlord which constitutes (or would, if he had had notice of the defect, have constituted) a failure by him to carry out his obligation to the tenant for the maintenance or repair of the premises.
- (7) In subsection (6)(a) “material time” means—
- (a) in a case where the tenancy commenced before this Act comes into operation, the coming into operation of this Act;
 - (b) in any other case, the earliest of the following times—
 - (i) the time when the tenancy commences;
 - (ii) the time when the tenancy agreement is entered into;
 - (iii) the time when possession is taken of the premises in contemplation of the letting.