



2001 CHAPTER 5

Consequences of redemption

Enforceability of covenants

17.—(1) A covenant to which section 16(2)(a) applies is enforceable by the covenantee and his successors in title but only against the person against whom the covenant was enforceable immediately before the event mentioned in paragraph (a) or (b) of section 16(1).

(2) A covenant to which section 16(2)(b) applies is enforceable by the covenantee and his successors in title against the covenantor and his successors in title.

(3) A covenant to which section 16(2)(c) applies (with or without section 16(3)) is enforceable by each party and his successors in title against the other party and his successors in title.

(4) Subject to subsection (6), a covenant to which section 16(2)(d), (e), (g), (h) or (j) applies is enforceable by or against the same person as it would have been enforceable by or against had the ground rent not been redeemed (and for this purpose a person taking conveyance of the estate in fee simple which is vested in a rent-payer following redemption of the ground rent payable under a lease is in the same position as an assignee of the lease would have been in had there been no redemption).

(5) A covenant to which section 16(2)(f) applies is enforceable against the person who is or was the rent-payer in relation to the property which has been damaged or destroyed, and his successors in title, by any other person who is or was a rent-payer in relation to the same rent-owner in respect of land the value or amenities of which have been affected by the damage or destruction, or by the successors in title of such another person.

(6) For the purposes of the enforcement of the covenants for the protection of amenities to which section 16(2)(g) applies, after the first operation of section 16 in respect of a parcel of any land there is to be taken to subsist (if it does not subsist apart from this provision) a building scheme in respect of the land in which all the persons holding parcels under dispositions in substantially similar terms from the same rent-owner, and the successors in title of those persons, are participants, and accordingly—

- (a) not only do those covenants continue to be enforceable by and against the rent-owner and his successors in title so long as he or they continue as such in relation to any participant, but
- (b) the covenants are also enforceable by and against each of the various participants among themselves, whether or not their ground rents have been redeemed;

and a covenant to which section 16(2)(g)(iv) applies is also, so far as it relates to the tending of vegetation, enforceable by any such participant against the covenantor and his successors in title.

(7) A covenant to which subsection (4) or (6) applies which is restrictive in substance or relates to permission is also enforceable by any person by whom it is enforceable under that subsection against any person occupying or using the land.

(8) For the purposes of subsection (6)—

- (a) a rent-owner and his predecessors and successors in title are to be taken to be the same rent-owner;
- (b) a mortgagee in possession of land in which a building scheme subsists or is taken to subsist, or a person acting as a receiver appointed by a mortgagee, is to be taken to be a participant in the building scheme.

(9) A covenant to which section 16(2)(i) applies continues to be enforceable by each participant in the building scheme against every other participant and by and against their respective successors in title.

(10) In this section “building scheme” has the meaning given in section 16(7).