



# Landlord and Tenant (Covenants) Act 1995

## 1995 CHAPTER 30

### *Liability of former tenant etc. in respect of covenants*

#### **18 Restriction of liability of former tenant or his guarantor where tenancy subsequently varied.**

- (1) This section applies where a person (“the former tenant”) is as a result of an assignment no longer a tenant under a tenancy but—
  - (a) (in the case of a new tenancy) he has under an authorised guarantee agreement guaranteed the performance by his assignee of any tenant covenant of the tenancy; or
  - (b) (in the case of any tenancy) he remains bound by such a covenant.
- (2) The former tenant shall not be liable under the agreement or (as the case may be) the covenant to pay any amount in respect of the covenant to the extent that the amount is referable to any relevant variation of the tenant covenants of the tenancy effected after the assignment.
- (3) Where a person (“the guarantor”) has agreed to guarantee the performance by the former tenant of a tenant covenant of the tenancy, the guarantor (where his liability to do so is not wholly discharged by any such variation of the tenant covenants of the tenancy) shall not be liable under the agreement to pay any amount in respect of the covenant to the extent that the amount is referable to any such variation.
- (4) For the purposes of this section a variation of the tenant covenants of a tenancy is a “relevant variation” if either—
  - (a) the landlord has, at the time of the variation, an absolute right to refuse to allow it; or
  - (b) the landlord would have had such a right if the variation had been sought by the former tenant immediately before the assignment by him but, between the time of that assignment and the time of the variation, the tenant covenants of the tenancy have been so varied as to deprive the landlord of such a right.

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**Changes to legislation:** There are currently no known outstanding effects for the Landlord and Tenant (Covenants) Act 1995, Section 18. (See end of Document for details)

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- (5) In determining whether the landlord has or would have had such a right at any particular time regard shall be had to all the circumstances (including the effect of any provision made by or under any enactment).
- (6) Nothing in this section applies to any variation of the tenant covenants of a tenancy effected before the date on which this Act comes into force.
- (7) In this section “variation” means a variation whether effected by deed or otherwise.

**Changes to legislation:**

There are currently no known outstanding effects for the Landlord and Tenant (Covenants) Act 1995, Section 18.