



# Landlord and Tenant Act 1954

## 1954 CHAPTER 56

### PART I

#### SECURITY OF TENURE FOR RESIDENTIAL TENANTS

*Security of tenure for tenants under ground leases, etc.*

#### **1 Protection of residential tenants on termination of long tenancies at low rents.**

On the termination in accordance with the provisions of this Part of this Act of a tenancy to which this section applies the tenant shall be entitled to the protection of the Rent Acts subject to and in accordance with those provisions.

#### **2 Tenancies to which s. 1 applies.**

- (1) The foregoing section applies to any long tenancy at a low, rent, being a tenancy as respects which for the time being the following condition (hereinafter referred to as "the qualifying condition") is fulfilled, that is to say that the circumstances (as respects the property comprised in the tenancy, the use of that property, and all other relevant matters) are such that on the coming to an end of the tenancy at that time the tenant would, if the tenancy had not been one at a low rent, be entitled by virtue of the Rent Acts to retain possession of the whole or part of the property comprised in the tenancy.
- (2) At any time before, but not more than twelve months before, the term date application may be made to the court as respects any long tenancy at a low rent, not being at the time of the application a tenancy as respects which the qualifying condition is fulfilled, for an order declaring that the tenancy is not to be treated for the purposes of this Part of this Act as a tenancy to which the foregoing section applies; and where such an application is made—
  - (a) the court, if satisfied that the tenancy is not likely, immediately before the term date, to be a tenancy to which the foregoing section applies, but not otherwise, shall make the order;

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- (b) if the court makes the order, then notwithstanding any thing in subsection (1) of this section the tenancy shall not thereafter be treated as a tenancy to which the foregoing section applies.
- (3) Anything authorised or required to be done under the following provisions of this Part of this Act in relation to tenancies to which the foregoing section applies shall, if done before the term date in relation to a long tenancy at a low rent, not be treated as invalid by reason only that at the time at which it was done the qualifying condition was not fulfilled as respects the tenancy.
- (4) In this Part of this Act the expression "long tenancy " means a tenancy granted for a term of years certain exceeding twenty-one years, whether or not subsequently extended by act of the parties or by any enactment.
- (5) In this Part of this Act the expression " tenancy at a low rent" means a tenancy the rent payable in respect whereof (or where that rent is a progressive rent, the maximum rent payable in respect whereof) is less than two-thirds of the rateable value of the property comprised in the tenancy; and—
  - (a) if that property is a dwelling-house to which the Act of 1920 applies apart from the Act of 1939, the expression " rateable value " has in relation to it the same meaning in this subsection as it has in the Act of 1920 in relation to such a dwelling-house ;
  - (b) if that property is not such a dwelling-house, the said expression has in relation to it the same meaning in this subsection as it has in the Act of 1920 in relation to a dwelling-house to which that Act applies by virtue of the Act of 1939.
- (6) In this Part of this Act the expression "term date", in relation to a tenancy granted for a term of years certain, means the date of expiry of the term.

*Continuation and termination of tenancies to which s. 1 applies*

### **3 Continuation of tenancies to which s. 1 applies.**

- (1) A tenancy which is current immediately before the term date and is then a tenancy to which section one of this Act applies shall not come to an end on that date except by being terminated under the provisions of this Part of this Act, and if not then so terminated shall subject to those provisions continue until so terminated and shall, while continuing by virtue of this section, be deemed (notwithstanding any change in circumstances) to be a tenancy to which section one of this Act applies.
- (2) Where by virtue of the last foregoing subsection a tenancy is continued after the term date, then—
  - (a) if the premises qualifying for protection are the whole of the property comprised in the tenancy, the tenancy shall continue at the same rent and in other respects on the same terms as before the term date ;
  - (b) if the premises qualifying for protection are only part of the property comprised in the tenancy, the tenancy while continuing after the term date shall have effect as a tenancy of those premises to the exclusion of the remainder of the property, and at a rent to be ascertained by apportioning the rent payable before the term date as between those premises and the remainder of the property, and in other respects on the same terms (subject to any necessary modifications) as before the term date.

- (3) In this Part of this Act the expression " the premises qualifying for protection " means the aggregate of the premises of which, if the tenancy in question were not one at a low rent, the tenant would be entitled to retain possession by virtue of the Rent Acts after the coming to an end of the tenancy at the term date.
- (4) Any question arising under paragraph (b) of subsection (2) of this section as to the premises comprised in a tenancy continuing as mentioned in that paragraph, as to the rent payable in respect of a tenancy so continuing, or as to any of the terms of such a tenancy, shall be determined by agreement between the landlord and the tenant or, on the application of either of them, by the court.

#### **4 Termination of tenancy by the landlord.**

- (1) The landlord may terminate a tenancy to which section one of this Act applies by notice given to the tenant in the prescribed form specifying the date at which the tenancy is to come to an end (hereinafter referred to as " the date of termination "), being either the term date of the tenancy or a later date:

Provided that this subsection has effect subject to the provisions of this Part of this Act as to the annulment of notices in certain cases and subject to the provisions of Part IV of this Act as to the interim continuation of tenancies pending the disposal of applications to the court.

- (2) A notice under the last foregoing subsection shall not have effect unless it is given not more than twelve nor less than six months before the date of termination specified therein.
- (3) A notice under subsection (1) of this section shall not have effect unless it specifies the premises which the landlord believes to be, or to be likely to be, the premises qualifying for protection and either—
  - (a) it contains proposals for a statutory tenancy, as defined by subsection (3) of section seven of this Act, or
  - (b) it contains notice that, if the tenant is not willing to give up possession at the date of termination of the tenancy, of all the property then comprised in the tenancy, the landlord proposes to apply to the court, on one or more of the grounds mentioned in section twelve of this Act, for possession of the property comprised in the tenancy, and states the ground or grounds on which he proposes to apply.
- (4) A notice under subsection (1) of this section shall invite the tenant, within two months after the giving of the notice, to notify the landlord in writing whether he is willing to give up possession as mentioned in paragraph (b) of the last foregoing subsection.
- (5) A notice under subsection (1) of this section containing proposals such as are mentioned in paragraph (a) of subsection (3) of this section is hereinafter referred to as a " landlord's notice proposing a statutory tenancy ", and a notice under subsection (1) of this section not containing such proposals is hereinafter referred to as a " landlord's notice to resume possession ".
- (6) References in this Part of this Act to an election by the tenant to retain possession are references to his notifying the landlord, in accordance with subsection (4) of this section, that he will not be willing to give up possession.

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## **5 Termination of tenancy by the tenant.**

- (1) A tenancy to which section one of this Act applies may be brought to an end at the term date thereof by not less than one month's notice in writing given by the tenant to the immediate landlord.
- (2) A tenancy continuing after the term date thereof by virtue of section three of this Act may be brought to an end at any time by not less than one month's notice in writing given by the tenant to the immediate landlord, whether the notice is given after or before the term date of the tenancy.
- (3) The fact that the landlord has given a notice under subsection (1) of the last foregoing section, or that the tenant has elected to retain possession, shall not prevent the tenant from giving a notice terminating the tenancy at a date earlier than the date of termination specified in the landlord's notice.

### *Statutory tenancies arising under Part I*

## **6 Application of Rent Acts where tenant retains possession.**

- (1) Where a tenancy is terminated by a landlord's notice proposing a statutory tenancy the Rent Acts shall apply, subject as hereinafter provided, as if the tenancy (hereinafter referred to as " the former tenancy ")—
  - (a) had been a tenancy of the dwelling-house, as hereinafter defined, and
  - (b) had been a tenancy at a rent equal to the standard rent agreed or determined in accordance with the next following section, and otherwise on the terms so agreed or determined and no other terms.
- (2) The said Acts shall not apply as aforesaid, if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy, unless the tenant has elected to retain possession.
- (3) In this Part of this Act the expression " the dwelling-house " means the premises agreed between the landlord and the tenant or determined by the court.—
  - (a) if the agreement or determination is made on or after the term date of the former tenancy, to be the premises which as respects that tenancy are the premises qualifying for protection,
  - (b) if the agreement or determination is made before the term date of the former tenancy, to be the premises which are likely to be the premises qualifying for protection.
- (4) The Acts of 1920 to 1938, as applied by subsection (1) of this section, shall have effect in relation to the dwelling-house as they have effect in relation to premises to which they were applied by the Act of 1939, but subject to the following adaptations, that is to say,—
  - (a) paragraph (h) of the First Schedule to the Act of 1933 (under which a landlord who purchased after the date therein mentioned is excepted from the provisions of that paragraph as to obtaining possession for occupation for himself or certain relatives of his) shall have effect with the substitution, for the reference to the date therein mentioned, of a reference to the twenty-first day of November, nineteen hundred and fifty; and
  - (b) subject to the last foregoing paragraph, the said Acts shall have effect as aforesaid with the substitution, for references to the passing or the

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commencement of the Act of 1939, of references to the coming to an end of the former tenancy.

- (5) Subsections (1) and (2) of section twenty-three of the Housing Repairs and Rents Act, 1954, shall not apply where the standard rent of the dwelling-house (within the meaning of that section) is a rent agreed or determined in accordance with the next following section.

## **7 Settlement of terms of statutory tenancy.**

- (1) The standard rent of the dwelling-house during the period of the statutory tenancy, and the other terms on which the tenant and any successor to his statutory tenancy may retain possession of the dwelling-house during that period, shall be such as may be agreed between the landlord and the tenant or determined by the court; and for the avoidance of doubt it is hereby declared that section one of the Act of 1949 (which enables standard rents to be varied by a tribunal in certain circumstances) does not apply to the standard rent of the dwelling-house during the period of the statutory tenancy.
- (2) A landlord's notice proposing a statutory tenancy and anything done in pursuance thereof shall cease to have effect if by the beginning of the period of two months ending with the date of termination specified in the notice any of the following matters, that is to say,—
- (a) what premises are to constitute the dwelling-house ;
  - (b) what rent is to be the standard rent of the dwelling house during the period of the statutory tenancy, the intervals at which instalments of that rent are to be payable, and whether they are to be payable in advance or in arrear;
  - (c) whether any, and if so what, initial repairs (as defined in the next following section) are to be carried out on the dwelling-house;
  - (d) whether initial repairs to be so carried out are to be carried out by the landlord or by the tenant, or which of them are to be carried out by the landlord and which by the tenant; and
  - (e) the matters required by the next following section to be agreed or determined in relation to repairs before the beginning of the period of the statutory tenancy,

has not been agreed between the landlord and the tenant and no application has been made by the beginning of the said period of two months for the determination by the court of such of those matters as have not been agreed:

Provided that this subsection shall not have effect if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy unless the tenant has elected to retain possession.

- (3) In paragraph (a) of subsection (3) of section four of this Act, the expression " proposals for a statutory tenancy " means proposals as to the matters specified in paragraphs (b) to (e) of the last foregoing subsection, and such other proposals (if any) as to the terms mentioned in subsection (1) of this section as the landlord may include in his notice.
- (4) Any such proposals—
- (a) shall be made, and be expressed to be made, on the assumption that the dwelling-house will be the premises specified in the landlord's notice in accordance with subsection (3) of section four of this Act;

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- (b) shall not be treated as failing to satisfy the requirements of the said subsection (3) by reason only of a difference between the premises to which the proposals relate and the premises subsequently agreed or determined to be the dwelling-house,  
and in the event of any such difference the landlord shall not be bound by his proposals notwithstanding that they may have been accepted by the tenant.
- (5) An application for securing a determination by the court in accordance with the foregoing provisions of this section shall be made by the landlord, and—
- (a) shall be made during the currency of the landlord's notice proposing a statutory tenancy and not earlier than two months after the giving thereof, so however that if the tenant has elected to retain possession it may be made at a time not earlier than one month after the giving of the notice ;
- (b) subject to the provisions of the last foregoing subsection, shall not be made for the determination of any matter as to which agreement has already been reached between the landlord and the tenant.
- (6) In this Part of this Act the expression " the period of the statutory tenancy " means the period beginning with the coming to an end of the former tenancy and ending with the earliest date by which the tenant, and any successor to his statutory tenancy, have ceased to retain possession of the dwelling-house by virtue of the Rent Acts.

## **8 Provisions as to repairs during period of statutory tenancy.**

- (1) Where it is agreed between the landlord and the tenant, or determined by the court, that the terms mentioned in subsection (1) of the last foregoing section shall include the carrying out of specified repairs (hereinafter referred to as " initial repairs"), and any of the initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the landlord shall be entitled to a payment (hereinafter referred to as a " payment for accrued tenant's repairs") of an amount equal to the cost reasonably incurred by the landlord in ascertaining what repairs are required as aforesaid and in carrying out such of the initial repairs as are so required and as respects which it has been agreed or determined as aforesaid that they are to be carried out by the landlord, excluding any part of that cost which is recoverable by the landlord otherwise than from the tenant or his predecessor in title.
- (2) A payment for accrued tenant's repairs may be made either by instalments or otherwise, as may be agreed or determined as aforesaid; and the provisions of the First Schedule to this Act shall have effect as to the time for, and method of, recovery of such payments, the persons from whom they are to be recoverable, and otherwise in relation thereto.
- (3) The obligations of the landlord and the tenant as respects the repair of the dwelling-house during the period of the statutory tenancy, shall, subject to the foregoing provisions of this section, be such as may be agreed between them or as may be determined by the court.
- (4) The matters referred to in paragraph (e) of subsection (2) of the last foregoing section are:
- (a) which of the initial repairs (if any) are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy and, where there are any initial repairs so required, the amount to be included in the payment

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- for accrued tenant's repairs in respect of the cost incurred by the landlord in ascertaining what initial repairs are so required ;
- (b) the estimated cost of the repairs so required, in so far as they are to be carried out by the landlord;
  - (c) whether any payment for accrued tenant's repairs is to be payable by instalments or otherwise, and if by instalments the amount of each instalment (subject to any necessary reduction of the last), the time at which the first is to be payable and the frequency of the instalments;
  - (d) whether there are to be any, and if so what, obligations as respects the repair of the dwelling-house during the period of the statutory tenancy, other than the execution of initial repairs.
- (5) The provisions of the Second Schedule to this Act shall have effect as respects cases where the landlord or the tenant fails to carry out initial repairs, as to the cost of carrying out such repairs in certain cases and as to the making of a record, where required by the landlord or by the tenant, of the state of repair of the dwelling-house.

## **9 Principles to be observed in determining terms of statutory tenancy as to repairs and rent.**

- (1) Where it falls to the court to determine what initial repairs (if any) should be carried out by the landlord, the court shall not, except with the consent of the landlord and the tenant, require the carrying out of initial repairs in excess of what is required to bring the dwelling-house into good repair or the carrying out of any repairs not specified by the landlord in his application as repairs which he is willing to carry out.
- (2) In the last foregoing subsection the expression " good repair " means good repair as respects both structure and decoration, having regard to the age, character and locality of the dwelling-house.
- (3) Notwithstanding anything in subsection (1) of section seven of this Act, the court shall not have power to determine that any initial repairs shall be carried out by the tenant except with his consent.
- (4) Any obligations imposed by the court under this Part of this Act as to keeping the dwelling-house in repair during the period of the statutory tenancy shall not be such as to require the dwelling-house to be kept in a better state of repair than the state which may be expected to subsist after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, in a better state of repair than the state subsisting at the time of the court's determination of what obligations are to be imposed.
- (5) Where it falls to the court to determine the rent which should be the standard rent of the dwelling-house during the period of the statutory tenancy, the court shall have regard in particular—
  - (a) to the state of repair of the dwelling-house which may be expected to subsist after the completion of the initial repairs (if any) to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, to the state of repair at the time of the court's determination, and
  - (b) to the terms (other than terms as to rent, as to initial repairs and as to any payment for accrued tenant's repairs) which will have effect as respects the dwelling-house during the period of the statutory tenancy,

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and the rent determined by the court shall be the rent which, irrespective of the personal circumstances of the parties, in its opinion would be a reasonable rent for the dwelling-house on a letting in that state of repair and on those terms.

**10 Provisions as to liabilities under tenant's covenants in former lease.**

- (1) If on the termination of the former tenancy the tenant retains possession of the dwelling-house by virtue of section six of this Act, any liability, whether of the tenant or of any predecessor in title of his, arising under the terms of the former tenancy shall be extinguished :

Provided that this subsection shall not affect any liability—

- (a) for failure to pay rent or rates or to insure or keep insured, or
  - (b) in respect of the use of any premises for immoral or illegal purposes,
- or any liability under the terms of the former tenancy in so far as those terms related to property other than the dwelling-house.
- (2) During the period of the statutory tenancy no order shall be made for the recovery of possession of the dwelling-house from the tenant on any of the grounds specified in paragraphs (a) and (b) of the First Schedule to the Act of 1933 (which relate to the recovery of possession where an obligation of the tenancy has been broken or where certain specified acts or defaults have been committed) by reason only of any act or default which occurred before the date of termination of the former tenancy.

**11 Operation of Rent Acts after end of period of statutory tenancy.**

As from the end of the period of the statutory tenancy, the operation of the Rent Acts in relation to any premises which during that period were, or formed part of, the dwelling-house shall be the same as if neither the premises which were during that period the dwelling-house nor any part of those premises had ever been let before the end of that period:

Provided that nothing in the foregoing provisions of this section shall affect any part of the premises so long as a person retains possession of that part by virtue of the Rent Acts in consequence of a letting effected during the period of the statutory tenancy.

*Provisions as to possession on termination of long tenancy*

**12 Grounds for resumption of possession by landlord.**

- (1) The grounds on which a landlord may apply to the court for possession of the property comprised in a tenancy to which section one of this Act applies are the following:—
- (a) that for purposes of redevelopment after the termination of the tenancy the landlord proposes to demolish or reconstruct the whole or a substantial part of the relevant premises ;
  - (b) the grounds specified in the Third Schedule to this Act (which correspond, subject to the necessary modifications, to the grounds on which a court may make an order for possession under the Rent Acts).
- (2) In this section the expression "the relevant premises" means—
- (a) as respects any time after the term date, the premises of which, if the tenancy were not one at a low rent, the tenant would have been entitled to retain



possession by virtue of the Rent Acts after the coming to an end of the tenancy at the term date ;

- (b) as respects any time before the term date, the premises agreed between the landlord and the tenant or determined by the court to be likely to be the premises of which, if the tenancy were not one at a low rent, the tenant would be entitled to retain possession as aforesaid.

### **13 Landlord's application for possession.**

- (1) Where a landlord's notice to resume possession has been served and either—
  - (a) the tenant elects to retain possession, or
  - (b) at the end of the period of two months after the service of the landlord's notice the qualifying condition is fulfilled as respects the tenancy,

the landlord may apply to the court for an order under this section on such of the grounds mentioned in the last foregoing section as may be specified in the notice :

Provided that the application shall not be made later than two months after the tenant elects to retain possession, or, if he has not elected to retain possession, later than four months after the service of the notice.

- (2) Where the ground or one of the grounds for claiming possession specified in the landlord's notice was that mentioned in paragraph (a) of subsection (1) of the last foregoing section, then if on such an application the court is satisfied that the landlord has established that ground as respects premises specified in the application, and is further satisfied.—
  - (a) that on the said ground possession of the specified premises will be required by the landlord on the termination of the tenancy; and
  - (b) that the landlord has made such preparations (including the obtaining, or, if that is not reasonably practicable in the circumstances, preparations relating to the obtaining, of any requisite permission or consent, whether from any authority whose permission or consent is required under any enactment or from the owner of any interest in any property) for proceeding with the redevelopment as are reasonable in the circumstances,

the court shall order that the tenant shall, on the termination of the tenancy, give up possession of all the property then comprised in the tenancy.

- (3) Where in a case falling within the last foregoing subsection the court is not satisfied as therein mentioned, but would be satisfied if the date of termination of the tenancy had been such date (in this subsection referred to as " the postponed date ") as the court may determine, being a date later, but not more than one year later, than the date of termination specified in the landlord's notice, the court shall, if the landlord so requires, make an order specifying the postponed date and otherwise to the following effect, that is to say:—
  - (a) that the tenancy shall not come to an end on the date of termination specified in the landlord's notice but shall continue thereafter, as respects the whole of the property comprised therein, at the same rent and in other respects on the same terms as before that date ;
  - (b) that unless the tenancy comes to an end before the postponed date, the tenant shall on that date give up possession of all the property then comprised in the tenancy.

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- (4) Where the ground or one of the grounds for claiming possession specified in the landlord's notice was one mentioned in the Third Schedule to this Act, then if on an application made in accordance with subsection (1) of this section the court is satisfied that the landlord has established that ground and that it is reasonable that the landlord should be granted possession, the court shall order that the tenant shall, on the termination of the tenancy, give up possession of all the property then comprised in the tenancy.
- (5) Nothing in the foregoing provisions of this section shall prejudice any power of the tenant under section five of this Act to terminate the tenancy ; and subsection (2) of that section shall apply where the tenancy is continued by an order under subsection (3) of this section as it applies where the tenancy is continued by virtue of section three of this Act.

#### **14 Provisions where tenant not ordered to give up possession.**

- (1) The provisions of this section shall have effect where in a case falling within paragraph (a) or (b) of subsection (1) of the last foregoing section the landlord does not obtain an order under the last foregoing section.
- (2) If at the expiration of the period within which an application under the last foregoing section may be made the landlord has not made such an application, the landlord's notice, and anything done in pursuance thereof, shall thereupon cease to have effect.
- (3) If before the expiration of the said period the landlord has made an application under the last foregoing section, but the result of the application, at the time when it is finally disposed of, is that no order is made, the landlord's notice shall cease to have effect; but if within one month after the application to the court is finally disposed of the landlord gives a landlord's notice proposing a statutory tenancy, the earliest date which may be specified therein as the date of termination shall, notwithstanding anything in subsection (2) of section four of this Act. be the expiration of three months from the giving of the subsequent notice.
- (4) The reference in the last foregoing subsection to the time at which an application is finally disposed of shall be construed as a reference to the earliest time at which the proceedings on the application (including any proceedings on or in consequence of an appeal) have been determined and any time for appealing or further appealing has expired, except that if the application is withdrawn or any appeal is abandoned the reference shall be construed as a reference to the time of withdrawal or abandonment.
- (5) A landlord's notice to resume possession may be withdrawn at any time by notice in writing served on the tenant (without prejudice, however, to the power of the court to make an order as to costs if the notice is withdrawn after the landlord has made an application under the last foregoing section); and if within one month of the withdrawal of a landlord's notice to resume possession the landlord gives a landlord's notice proposing a statutory tenancy, the earliest date which may be specified therein as the date of termination shall, notwithstanding anything in subsection (2) of section four of this Act, be the expiration of three months from the giving of the subsequent notice or six months from the giving of the withdrawn notice, whichever is the later.
- (6) Where by virtue of subsection (3) or (5) of this section the landlord gives a landlord's notice proposing a statutory tenancy which specifies as the date of termination a date earlier than six months after the giving of the notice, subsection (2) of section seven of this Act shall apply in relation", to the notice with the substitution, for references

to the period of two months ending with the date of termination specified in the notice and the beginning of that period, of references to the period of three months beginning with the giving of the notice and the end of that period.

*Protection of sub-tenants on coming to end of superior long tenancy at low rent*

**15 Protection of Rent Acts not to be lost on coming to an end of superior long tenancy at a low rent.**

- (1) For the purposes of subsection (3) of section fifteen of the Act of 1920 (which provides that, where the interest of a tenant comes to an end for any reason, a sub-tenant to whom the premises or any part have been lawfully sublet shall be deemed to become the tenant of the superior landlord), the interest of a tenant under a long tenancy shall, notwithstanding the provisions of subsection (7) of section twelve of that Act, not be disregarded by reason only that the rent payable in respect of the tenancy is one falling within the said subsection (7):

Provided that this section shall not have effect where the sub-tenancy in question was created (whether immediately or derivatively) after the commencement of this Act out of a long tenancy in respect of which either of the following conditions were fulfilled at the time of the creation of the sub-tenancy, that is to say—

- (a) that a notice to terminate the long tenancy had been given under subsection (1) of section four of this Act, or
- (b) that the long tenancy was being continued by subsection (1) of section three, of this Act,

unless the sub-tenancy was created with the consent in writing of the person who at the time when it was created was the landlord.

- (2) The last foregoing subsection shall not prejudice paragraph (d) of the First Schedule to the Act of 1933 (which gives the court power in certain cases to make an order for possession where the tenant has sublet the dwelling-house).

*General and supplementary provisions*

**16 Relief for tenant where landlord proceeding to enforce covenants.**

- (1) The provisions of the next following subsection shall have effect where, in the case of a tenancy to which section one of this Act applies,—
- (a) the immediate landlord has brought proceedings to enforce a right of re-entry or forfeiture or a right to damages in respect of a failure to comply with any terms of the tenancy,
  - (b) the tenant has made application in the proceedings for relief under this section, and
  - (c) the court makes an order for the recovery from the tenant of possession of the property comprised in the tenancy or for the payment by the tenant of such damages as aforesaid, and the order is made at a time earlier than seven months before the term date of the tenancy.
- (2) The operation of the order shall be suspended for a period of fourteen days from the making thereof, and if before the end of that period the tenant gives notice in writing

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to the immediate landlord that he desires that the provisions of the two following paragraphs shall have effect, and lodges a copy of the notice in the court,—

- (a) the order shall not have effect except if and in so far as it provides for the payment of costs, and
  - (b) the tenancy shall thereafter have effect, and this Part of this Act shall have effect in relation thereto, as if it had been granted for a term expiring at the expiration of seven months from the making of the order.
- (3) In any case falling within paragraphs (a) and (b) of subsection (1) of this section, the court shall not make any such order as is mentioned in paragraph (c) thereof unless the time of the making of the order falls earlier than seven months before the term date of the tenancy:

Provided that (without prejudice to section ten of this Act) this subsection shall not prevent the making of an order for the payment of damages in respect of a failure, as respects any premises, to comply with the terms of a tenancy if, at the time when the order is made, the tenancy has come to an end as respects those premises.

- (4) The foregoing provisions of this section shall not have effect in relation to a failure to comply with—
- (a) any term of a tenancy as to payment of rent or rates or as to insuring or keeping insured any premises, or
  - (b) any term restricting the use of any premises for immoral or illegal purposes.
- (5) References in this section to proceedings to enforce a right to damages in respect of a failure to comply with any terms of a tenancy shall be construed as including references to proceedings for recovery from the tenant of expenditure incurred by or recovered from the immediate landlord in consequence of such a failure on the part of the tenant.
- (6) Nothing in the foregoing provisions of this section shall prejudice any right to apply for relief under any other enactment.
- (7) Subsection (3) of section two of this Act shall not have effect in relation to this section.

## **17 Prohibition of agreements excluding Part I.**

The provisions of this Part of this Act shall have effect notwithstanding any agreement to the contrary:

Provided that nothing in this Part of this Act shall be construed as preventing the surrender of a tenancy.

## **18 Duty of tenants of residential property to give information to landlords or superior landlords.**

- (1) Where the property comprised in a long tenancy at a low rent is or includes residential premises, then at any time during the last two years of the term of the tenancy, or (if the tenancy is being continued after the term date by subsection (1) of section three of this Act) at any time while the tenancy is being so continued, the immediate landlord or any superior landlord may give to the tenant or any sub-tenant of premises comprised in the long tenancy a notice in the prescribed form requiring him to notify the landlord or superior landlord, as the case may be,—

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- (a) whether the interest of the person to whom the notice is given has effect subject to any sub-tenancy on which that interest is immediately expectant and, if so,
- (b) what premises are comprised in the sub-tenancy, for what term it has effect (or, if it is terminable by notice, by what notice it can be terminated), what is the rent payable thereunder, who is the sub-tenant and (to the best of the knowledge and belief of the person to whom the notice is given) whether the sub-tenant is in occupation of the premises comprised in the sub-tenancy or any part of those premises and, if not, what is the sub-tenant's address,

and it shall be the duty of the person to whom such a notice is given to comply therewith within one month of the giving of the notice.

- (2) In this section the expression " residential premises" means premises normally used, or adapted for use, as one or more dwellings, the expression " sub-tenant" in relation to a long tenancy means the owner of a tenancy created (whether immediately or derivatively) out of the long tenancy and includes a person retaining possession of any premises by virtue of the Rent Acts after the coming to an end of a sub-tenancy, and the expression " sub-tenancy " includes a right so to retain possession.

## **19 Application of Part I to tenancies granted in continuation of long tenancies.**

- (1) Where on the coming to an end of a tenancy at a low rent the person who was tenant thereunder immediately before the coming to an end thereof becomes (whether by grant or by implication of law) tenant of the whole or any part of the property comprised therein under another tenancy at a low rent, then if the first tenancy was a long tenancy or is deemed by virtue of this subsection to have been a long tenancy the second tenancy shall be deemed for the purposes of this Part of this Act to be a long tenancy irrespective of its terms.
- (2) In relation to a tenancy from year to year or other tenancy not granted for a term of years certain, being a tenancy which by virtue of the last foregoing subsection is to be deemed to be a long tenancy, this Part of this Act shall have effect subject to the modifications set out in the Fourth Schedule to this Act.

## **20 Assumptions on which court to determine future questions.**

Where under this Part of this Act any question falls to be determined by the court by reference to the circumstances at a future date, the court shall have regard to all rights, interests and obligations under or relating to the tenancy as they subsist at the time of the determination and to all relevant circumstances as they then subsist and shall assume, except in so far as the contrary is shown, that those rights, interests, obligations and circumstances will continue to subsist unchanged until the said future date.

## **21 Meaning of "the landlord" in Part I and provisions as to mesne landlords, etc..**

- (1) Subject to the provisions of this section, in this Part of this Act the expression " the landlord ", in relation to a tenancy (in this section referred as to " the relevant tenancy"), means the person (whether or not he is the immediate landlord) who is the owner of that interest in the property comprised in the relevant tenancy which for the time being fulfils the following conditions, that is to say—

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- (a) that it is an interest in reversion expectant (whether immediately or not) on the termination of the relevant tenancy, and
  - (b) that it is either the fee simple or a tenancy the duration of which is at least five years longer than that of the relevant tenancy,
- and is not itself in reversion expectant (whether immediately or not) on an interest which fulfils those conditions.
- (2) References in this Part of this Act to a notice to quit given by the landlord are references to a notice to quit given by the immediate landlord.
- (3) For the purposes of subsection (1) of this section the question whether a tenancy (hereinafter referred to as " the superior tenancy ") is to be treated as having a duration at least five years longer than that of the relevant tenancy shall be determined as follows:—
- (a) if the term date of the relevant tenancy has not passed, the superior tenancy shall be so treated unless it is due to expire at a time earlier than five years after the term date or can be brought to an end at such a time by notice to quit given by the landlord ;
  - (b) if the term date of the relevant tenancy has passed, the superior tenancy shall be so treated unless it is due to expire within five years or can be brought to an end within five years by notice to quit given by the landlord.
- (4) In relation to the premises constituting the dwelling-house where the Rent Acts apply by virtue of subsection (1) of section six of this Act, the expression " the landlord ", as respects any time falling within the period of the statutory tenancy, means the person who as respects those premises is the landlord of the tenant for the purposes of the Rent Acts:
- Provided that in relation to the carrying out of initial repairs, and to any payment for accrued tenant's repairs, the said expression, as respects any time falling within that period, means the person whose interest in the dwelling-house fulfils the following conditions, that is to say:—
- (a) that it is not due to expire within five years and is not capable of being brought to an end within five years by notice to quit given by the landlord, and
  - (b) that it is not itself in reversion expectant on an interest which is not due to expire or capable of being brought to an end as aforesaid.
- (5) The provisions of the Fifth Schedule to this Act shall have effect for the application of this Part of this Act to cases where the immediate landlord of the tenant is not the owner of the fee simple in respect of the premises in question.
- (6) Notwithstanding anything in subsection (1) of this section, if at any time the interest which apart from this subsection would be the interest of the landlord is an interest not bound by this Part of this Act and is not the interest of the immediate landlord, then as respects that time the expression " the landlord " means in this Part of this Act (subject to the provisions of subsection (2) of this section) the person (whether or not he is the immediate landlord) who has the interest in the property comprised in the relevant tenancy immediately derived out of the interest not bound by this Part of this Act.

In this subsection the expression " interest not bound by this Part of this Act" means an interest belonging to Her Majesty in right of the Crown or the Duchy of Lancaster or to the Duchy of Cornwall, or belonging to a Government department or held on behalf of Her Majesty for the purposes of a Government department.

## 22 Interpretation of Part I.

(1) In this Part of this Act :—

" Act of 1920 ", " Act of 1933 ", " Act of 1938 ", " Act of 1939 " and " Act of 1949 " mean respectively the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, the Increase of Rent and Mortgage Interest (Restrictions) Act, 1938, the Rent and Mortgage Interest Restrictions Act, 1939, and the Landlord and Tenant (Rent Control) Act, 1949, and " Acts of 1920 to 1938 " means the Rent and Mortgage Interest Restrictions Acts, 1920 to 1938;

" date of termination " has the meaning assigned to it by subsection (1) of section four of this Act;

" the dwelling-house " has the meaning assigned to it by subsection (3) of section six of this Act;

" election to retain possession " has the meaning assigned to it by subsection (6) of section four of this Act;

" former tenancy " has the meaning assigned to it by subsection (1) of section six of this Act;

" initial repairs " has the meaning assigned to it by subsection (1) of section eight of this Act;

" the landlord " has the meaning assigned to it by the last foregoing section ;

" landlord's notice proposing a statutory tenancy " and " landlord's notice to resume possession " have the meanings assigned to them respectively by subsection (5) of section four of this Act;

" long tenancy " has the meaning assigned to it by subsection (4) of section two of this Act;

" order " includes judgment;

" payment for accrued tenant's repairs " has the meaning assigned to it by subsection (1) of section eight of this Act;

" the period of the statutory tenancy " has the meaning assigned to it by subsection (6) of section seven of this Act;

" premises qualifying for protection " has the meaning assigned to it by subsection (3) of section three of this Act;

" qualifying condition " has the meaning assigned to it by subsection (1) of section two of this Act;

" the Rent Acts " means the Rent and Mortgage Interest Restrictions Acts, 1920 to 1939 and the Act of 1949 ;

" tenancy at a low rent " has the meaning assigned to it by subsection (5) of section two of this Act;

" term date " has the meaning assigned to it by subsection (6) of section two of this Act.

(2) In relation to the premises constituting the dwelling-house the expression " the tenant " in this Part of this Act means the tenant under the former tenancy and, except as respects any payment for accrued tenant's repairs not payable by instalments, includes any successor to his statutory tenancy, and the expression " successor to his statutory tenancy ", in relation to that tenant, means a person who after that tenant's death retains possession of the dwelling-house by virtue of the Rent Acts.

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- (3) In determining, for the purposes of any provision of this Part of this Act, whether the property comprised in a tenancy, or any part of that property, was let as a separate dwelling, the nature of the property or part at the time of the creation of the tenancy shall be deemed to have been the same as its nature at the time in relation to which the question arises, and the purpose for which it was let under the tenancy shall be deemed to have been the same as the purpose for which it is or was used at the last-mentioned time.