



# Landlord and Tenant Act 1927

1927 CHAPTER 36 17 and 18 Geo 5

## PART II

### GENERAL AMENDMENTS OF THE LAW OF LANDLORD AND TENANT

#### 18 Provisions as to covenants to repair.

- (1) Damages for a breach of a covenant or agreement to keep or put premises in repair during the currency of a lease, or to leave or put premises in repair at the termination of a lease, whether such covenant or agreement is expressed or implied, and whether general or specific, shall in no case exceed the amount (if any) by which the value of the reversion (whether immediate or not) in the premises is diminished owing to the breach of such covenant or agreement as aforesaid; and in particular no damage shall be recovered for a breach of any such covenant or agreement to leave or put premises in repair at the termination of a lease, if it is shown that the premises, in whatever state of repair they might be, would at or shortly after the termination of the tenancy have been or be pulled down, or such structural alterations made therein as would render valueless the repairs covered by the covenant or agreement.
- (2) A right of re-entry or forfeiture for a breach of any such covenant or agreement as aforesaid shall not be enforceable, by action or otherwise, unless the lessor proves that the fact that such a notice as is required by section one hundred and forty-six of the <sup>M1</sup>Law of Property Act, 1925, had been served on the lessee was known either—
  - (a) to the lessee; or
  - (b) to an under-lessee holding under an under-lease which reserved a nominal reversion only to the lessee; or
  - (c) to the person who last paid the rent due under the lease either on his own behalf or as agent for the lessee or under-lessee;

and that a time reasonably sufficient to enable the repairs to be executed had elapsed since the time when the fact of the service of the notice came to the knowledge of any such person.

Where a notice has been sent by registered post addressed to a person at his last known place of abode in the United Kingdom, then, for the purposes of this subsection, that

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person shall be deemed, unless the contrary is proved, to have had knowledge of the fact that the notice had been served as from the time at which the letter would have been delivered in the ordinary course of post.

This subsection shall be construed as one with section one hundred and forty-six of the <sup>M2</sup>Law of Property Act, 1925.

- (3) This section applies whether the lease was created before or after the commencement of this Act.

**Modifications etc. (not altering text)**

C1 S. 18(2) amended by [Recorded Delivery Service Act 1962 \(c. 27\)](#), s. 1, [Sch.](#)

**Marginal Citations**

M1 1925 c. 20.

M2 1925 c. 20.

**19 Provisions as to covenants not to assign, &c. without licence or consent.**

- (1) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against assigning, underletting, charging or parting with the possession of demised premises or any part thereof without licence or consent, such covenant condition or agreement shall, notwithstanding any express provision to the contrary, be deemed to be subject—

- (a) to a proviso to the effect that such licence or consent is not to be unreasonably withheld, but this proviso does not preclude the right of the landlord to require payment of a reasonable sum in respect of any legal or other expenses incurred in connection with such licence or consent; and
- (b) (if the lease is for more than forty years, and is made in consideration wholly or partially of the erection, or the substantial improvement, addition or alteration of buildings, and the lessor is not a Government department or local or public authority, or a statutory or public utility company) to a proviso to the effect that in the case of any assignment, under-letting, charging or parting with the possession (whether by the holders of the lease or any under-tenant whether immediate or not) effected more than seven years before the end of the term no consent or licence shall be required, if notice in writing of the transaction is given to the lessor within six months after the transaction is effected.

[<sup>F1</sup>(1A) Where the landlord and the tenant under a qualifying lease have entered into an agreement specifying for the purposes of this subsection—

- (a) any circumstances in which the landlord may withhold his licence or consent to an assignment of the demised premises or any part of them, or
- (b) any conditions subject to which any such licence or consent may be granted, then the landlord—
  - (i) shall not be regarded as unreasonably withholding his licence or consent to any such assignment if he withholds it on the ground (and it is the case) that any such circumstances exist, and
  - (ii) if he gives any such licence or consent subject to any such conditions, shall not be regarded as giving it subject to unreasonable conditions;

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and section 1 of the Landlord and Tenant Act 1988 (qualified duty to consent to assignment etc.) shall have effect subject to the provisions of this subsection.

(1B) Subsection (1A) of this section applies to such an agreement as is mentioned in that subsection—

- (a) whether it is contained in the lease or not, and
- (b) whether it is made at the time when the lease is granted or at any other time falling before the application for the landlord's licence or consent is made.

(1C) Subsection (1A) shall not, however, apply to any such agreement to the extent that any circumstances or conditions specified in it are framed by reference to any matter falling to be determined by the landlord or by any other person for the purposes of the agreement, unless under the terms of the agreement—

- (a) that person's power to determine that matter is required to be exercised reasonably, or
- (b) the tenant is given an unrestricted right to have any such determination reviewed by a person independent of both landlord and tenant whose identity is ascertainable by reference to the agreement,

and in the latter case the agreement provides for the determination made by any such independent person on the review to be conclusive as to the matter in question.

(1D) In its application to a qualifying lease, subsection (1)(b) of this section shall not have effect in relation to any assignment of the lease.

(1E) In subsections (1A) and (1D) of this section—

- (a) "qualifying lease" means any lease which is a new tenancy for the purposes of section 1 of the Landlord and Tenant (Covenants) Act 1995 other than a residential lease, namely a lease by which a building or part of a building is let wholly or mainly as a single private residence; and
- (b) references to assignment include parting with possession on assignment.]

(2) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against the making of improvements without a licence or consent, such covenant condition or agreement shall be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that such licence or consent is not to be unreasonably withheld; but this proviso does not preclude the right to require as a condition of such licence or consent the payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to the landlord, and of any legal or other expenses properly incurred in connection with such licence or consent nor, in the case of an improvement which does not add to the letting value of the holding, does it preclude the right to require as a condition of such licence or consent, where such a requirement would be reasonable, an undertaking on the part of the tenant to reinstate the premises in the condition in which they were before the improvement was executed.

(3) In all leases whether made before or after the commencement of this Act containing a covenant condition or agreement against the alteration of the user of the demised premises, without licence or consent, such covenant condition or agreement shall, if the alteration does not involve any structural alteration of the premises, be deemed, notwithstanding any express provision to the contrary, to be subject to a proviso that no fine or sum of money in the nature of a fine, whether by way of increase of rent or otherwise, shall be payable for or in respect of such licence or consent; but this

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proviso does not preclude the right of the landlord to require payment of a reasonable sum in respect of any damage to or diminution in the value of the premises or any neighbouring premises belonging to him and of any legal or other expenses incurred in connection with such licence or consent.

Where a dispute as to the reasonableness of any such sum has been determined by a court of competent jurisdiction, the landlord shall be bound to grant the licence or consent on payment of the sum so determined to be reasonable.

- (4) This section shall not apply to leases of agricultural holdings within the meaning of the [<sup>F2</sup>Agricultural Holdings Act 1986]<sup>M3</sup>[<sup>F3</sup> which are leases in relation to which that Act applies, or to farm business tenancies within the meaning of the Agricultural Tenancies Act 1995], and paragraph (b) of subsection (1), subsection (2) and subsection (3) of this section shall not apply to mining leases.

- [<sup>F4</sup>(5) This section does not apply to occupation contracts within the meaning of section 7 of the Renting Homes (Wales) Act 2016 (anaw 1).]

#### Textual Amendments

- F1** S. 19(1A)-(1E) inserted (1.1.1996) by 1995 c. 39, s. 22 (with ss. 2(2), 26(1)); S.I. 1996/2963, art. 2
- F2** Words substituted by Agricultural Holdings Act 1986 (c. 5, SIF 2:3), ss. 99, 100, Sch. 13 para. 3, Sch. 14 para. 15
- F3** Words in s. 19(4) inserted (1.9.1995) by 1995 c. 8, ss. 40, 41(2), Sch. para. 6 (with s. 37)
- F4** S. 19(5) inserted (W.) (1.12.2022) by The Renting Homes (Wales) Act 2016 (Consequential Amendments) Regulations 2022 (S.I. 2022/1166), regs. 1(1), 3(2)

#### Modifications etc. (not altering text)

- C2** S. 19 excluded by Housing Act 1988 (c. 50, SIF 75:1), s. 15(2)
- C3** S. 19 excluded by Leasehold Reform Act 1967 (c. 88), s. 30(5)
- C4** S. 19 excluded (3.11.1994) by 1994 c. 33, s. 7(3)(c)
- C5** S. 19 modified (30.9.2003 for E., 30.3.2004 for W.) by Commonhold and Leasehold Reform Act 2002 (c. 15), s. 181(1), Sch. 7 para. 1; S.I. 2003/1986, art. 2(a); S.I. 2004/669, art. 2(a)
- C6** S. 19 excluded (20.3.2015) by Criminal Justice and Courts Act 2015 (c. 2), s. 95(1), Sch. 10 para. 3(1)(c); S.I. 2015/778, art. 2(1)(d)
- C7** S. 19(1)-(3) excluded (3.11.1994) by 1991 c. 53, s. 84(3)(c) (as inserted (3.11.1994) by 1994 c. 33, s. 96)
- C8** S. 19(1)-(3) excluded (1.8.2000) by 1999 c. 33, ss. 149(3)(c); S.I. 2000/1985, art. 2, Sch.
- C9** S. 19(1) excluded (1.12.2022) by Renting Homes (Wales) Act 2016 (anaw 1), ss. 58(2), 257(2) (with ss. 18(3), 254); S.I. 2022/906, art. 2
- C10** S. 19(2) superseded in relation to secure tenancies by Housing Act 1985 (c. 68, SIF 61), ss. 97, 109

#### Marginal Citations

- M3** 1986 c. 5.

## 20 Apportionment of rents.

- (1) An order of apportionment of a rent reserved by a lease or any such other rent or payment as is mentioned in section ten of the <sup>M4</sup>Inclosure Act, 1854, may be made by the Minister of Agriculture and Fisheries under sections ten to fourteen of that Act, on the application of any person interested in the rent or payment, or any part thereof, or in the land in respect of which such rent or payment is payable, without the concurrence of any other person:

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Provided that the Minister may in any such case, on the application of any person entitled to the rent or payment or any part thereof, require as a condition of making the order that any apportioned part of the rent or payment which does not exceed the yearly sum of [<sup>F5</sup>£5] shall be redeemed forthwith [<sup>F6</sup>in accordance with sections 8 to 10 of the <sup>M5</sup>Rentcharges Act 1977 (which, for the purposes of this section, shall have effect with the necessary modifications)]

- [<sup>F7</sup>(1) An order of apportionment under sections 10 to 14 of the said Act of 1854 may provide for the amount apportioned to any part of the land in respect of which the rent or payment is payable to be nil.]
- (2) Where the reason for the application was due to any action taken by a person other than the applicant, the Minister shall, notwithstanding anything in section fourteen of the <sup>M6</sup>Inclosure Act, 1854, have power to direct by whom and in what manner the expenses of the application or any part thereof are to be paid.
- [<sup>F8</sup>(3) This section does not apply to occupation contracts within the meaning of section 7 of the Renting Homes (Wales) Act 2016 (anaw 1).]

#### Textual Amendments

- F5** Words substituted by [Housing Act 1980 \(c. 51\), s. 143\(1\)](#)
- F6** Words substituted by [Rentcharges Act 1977 \(c. 30\), s. 17\(1\), Sch. 1 para. 3](#) (subject to savings in s. 17(4) in relation to certain applications for apportionment or redemption made before 1.2.1978 and in s. 17(5) in relation to certain conditional apportionment orders made before 1.2.1978)
- F7** [S. 20\(1A\)](#) inserted by [Housing Act 1980 \(c. 51, SIF 61\), s. 143\(3\)](#)
- F8** [S. 20\(3\)](#) inserted (W.) (1.12.2022) by [The Renting Homes \(Wales\) Act 2016 \(Consequential Amendments\) Regulations 2022 \(S.I. 2022/1166\), regs. 1\(1\), 3\(3\)](#)

#### Modifications etc. (not altering text)

- C11** Functions of Minister of Agriculture and Fisheries under s. 20 now exercisable by Secretary of State by [S.I. 1955/554](#); [S.I. 1965/143](#); [S.I. 1967/156](#); [S.I. 1970/1681](#)
- C12** Power to vary amount conferred by [Housing Act 1980 \(c. 51\), s. 143\(2\)](#)

#### Marginal Citations

- M4** [1854 c. 97.](#)
- M5** [1977 c. 30.](#)
- M6** [1854 c. 97.](#)

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