

5. The existing Hospital Management Committees known as the Tyrone and Fermanagh Hospital Management Committee and the West Tyrone Hospital Management Committee and so designated in the General Scheme shall be dissolved on 1st January, 1965.
6. The General Scheme shall be read and shall operate as modified by this New General Scheme.

Sealed with the Common Seal of the Northern Ireland Hospitals Authority this fifteenth day of December, One thousand nine hundred and sixty-four.

(Signed) W. McKinney; Marcia H. Mackie  
Members of the Authority.

(Signed) W. J. Gillingham  
Secretary of the Authority.

1964. No. 215

[C]

## BUSINESS TENANCIES

### Notices

REGULATIONS, DATED 30TH DECEMBER, 1964, MADE BY THE MINISTRY OF HOME AFFAIRS UNDER SECTION 51 OF THE BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964.

The Ministry of Home Affairs, in exercise of the powers conferred upon it by Section 51 of the Business Tenancies Act (Northern Ireland) 1964(a), hereby makes the following regulations:—

#### *Citation and commencement*

1. These regulations may be cited as the Business Tenancies (Notices) Regulations (Northern Ireland) 1964 and shall come into force on the 1st day of January, 1965.

#### *Interpretation*

2. In these regulations—

“the Act” means the Business Tenancies Act (Northern Ireland) 1964;  
a form referred to by number means the form so numbered in the Schedule.

#### *Forms to be used*

3. The forms in the Schedule shall be used for the following purposes:—

- (a) a notice served under Section 3(2)(a) of the Act by the landlord, being a notice terminating a tenancy which has been continued under Section 3(1) of the Act and subsequently has ceased to be a tenancy to which Part I of the Act applies, shall be in Form 1.

- (b) A notice served under Section 3(2)(c) of the Act by the immediate landlord, being a notice requiring possession at the date of expiry of a tenancy dependent on the effluxion of time, shall be in Form 2.
- (c) A notice under Section 4 of the Act, being the landlord's notice to determine a tenancy to which Part I of the Act applies, shall be in Form 3.
- (d) A notice under Section 5 of the Act, being a tenant's request for a new tenancy of premises to which Part I of the Act applies, shall be in Form 4.
- (e) A notice served under Section 23(1) of the Act by a person having an estate in business premises, being a notice requiring the tenant to give information as to his occupation of the premises and as to any sub-tenancies, shall be in Form 5.
- (f) A notice served under Section 23(2) of the Act by a tenant of business premises, being a notice requiring the immediate landlord or any superior landlord of those premises to give information about his estate in the premises, shall be in Form 6.
- (g) A notice served under Section 23(4) of the Act by a tenant of business premises on a mortgagee in possession, being a notice requiring that mortgagee to give information about his mortgagor's interest in the premises, shall be in Form 7.
- (h) A claim under Section 30 of the Act, being a tenant's claim served on his landlord for compensation for an improvement, shall be in Form 8.
- (i) A claim under Section 32 of the Act, being a mesne landlord's claim served on his immediate superior landlord for compensation for an improvement, shall be in Form 9.
- (j) A notice of improvement served under Section 34(1) of the Act on his landlord by a tenant under a tenancy to which Part I applies, being a notice of intention to make a specified improvement, shall be in Form 10.
- (k) A notice of objection served under Section 34(2) of the Act on a tenant by a landlord of premises comprised in a tenancy to which Part I applies, being a notice objecting to an improvement proposed by that tenant, shall be in Form 11.
- (l) A notice of undertaking served under Section 34(2) of the Act on a tenant by the landlord of premises comprised in a tenancy to which Part I applies, being a notice undertaking to execute an improvement proposed by that tenant, shall be in Form 12.

Sealed with the Official Seal of the Ministry of Home Affairs for Northern Ireland this 30th day of December, 1964.

(L.S.)

*A. Alexander,*  
Assistant Secretary.

## SCHEDULE

## FORMS

## FORM 1

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Landlord's Notice terminating Tenancy which has ceased to be a Tenancy to which Part 1 of the Act applies (Under Section 3 (2))**

To \_\_\_\_\_, tenant of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, the landlord of the above-mentioned premises, hereby give you notice terminating your tenancy of the premises on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

2. This Notice is served under Section 3(2) of the Business Tenancies Act (Northern Ireland) 1964.

3. Your attention is called to the Note below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed \_\_\_\_\_ Landlord  
Address \_\_\_\_\_

Form 1

## NOTE

Section 3(2) of the Business Tenancies Act (Northern Ireland) 1964 provides that a tenancy continued under Section 3(1) of the Act which at any time thereafter ceases to be a tenancy to which Part I of the Act applies may (without prejudice to its termination in accordance with any terms of the tenancy) be terminated by not less than three nor more than six months' notice in the prescribed form served by the landlord on the tenant.

## FORM 2

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Landlord's Notice to Tenant of Tenancy to which Part I of the Act does not apply requiring possession at end of Tenancy (Under Section 3(2)(c))**

To \_\_\_\_\_, tenant of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, the immediate landlord of the above-mentioned premises, hereby give you notice that I shall require possession of the premises on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, on which date your tenancy is due to expire.

2. This Notice is served under Section 3(2)(c) of the Business Tenancies Act (Northern Ireland) 1964.

3. Your attention is called to the Note below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed \_\_\_\_\_ Landlord  
Address \_\_\_\_\_

Form 2

## NOTE

Section 3(2)(c) of the Business Tenancies Act (Northern Ireland) 1964 provides that if within twelve months before the date of expiry of a tenancy dependent on the effluxion of time the immediate landlord serves a notice in the prescribed form on the tenant stating that such landlord requires possession of the premises comprised in such tenancy at the said date of expiry and the notice is served at

a time when the premises are not occupied by the tenant for the purposes of a business, then Part I of the Act shall not apply to that tenancy notwithstanding that after the date of service of the notice and before the date of expiry of the tenancy the premises are occupied by the tenant for the purposes of a business.

## FORM 3

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Landlord's Notice to Determine Business Tenancy (Under Section 4)**

To \_\_\_\_\_, of \_\_\_\_\_, tenant of premises known as \_\_\_\_\_

See  
Note  
1.

1. I, \_\_\_\_\_, of \_\_\_\_\_, the landlord of the above-mentioned premises, hereby give you notice terminating your tenancy on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

See  
Note  
2

2. You are required within two months after receiving this Notice to notify me in writing whether or not you will be willing to give up possession of the premises on that date.

See  
Note  
5

3. (a) I would not oppose an application to the Lands Tribunal under Part I of the Act for the grant of a new tenancy; or

[Delete  
either  
3 (a) or  
3 (b)]

(b) I would oppose an application to the Lands Tribunal under Part I of the Act for the grant of a new tenancy on the ground that [here state ground or grounds].

See  
Note  
3.

4. This Notice is served under Section 4 of the Business Tenancies Act (Northern Ireland) 1964.

**YOUR ATTENTION IS CALLED TO THE NOTES BELOW  
AND TO THE DATE OF TERMINATION AT (1) ABOVE, WHICH  
IS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 19 \_\_\_\_\_.**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed \_\_\_\_\_

Landlord

Address \_\_\_\_\_

## Form 3

## NOTES

1. Under the Business Tenancies Act (Northern Ireland) 1964 a tenancy of premises to which Part I of the Act applies continues until it is brought to an end in accordance with the Act. One of the ways in which it can be brought to an end is by a landlord's notice to determine the tenancy. As a general rule, that Notice must be served not more than 12 nor less than 6 months before the date specified in it for the termination of the current tenancy of the premises. This date must not be earlier than the date on which apart from Part I of the Act the current tenancy would come to an end or could be terminated by notice to quit served by the landlord on the date of the Notice to Determine.

2. Part I of the Act enables the tenant, on being served with a notice in this form, to apply to the Lands Tribunal for an order for the grant of a new tenancy. *Such an application, however, will not be entertained unless the tenant has within 2 months after receiving the Notice to Determine the tenancy notified the landlord in writing that he will not be willing to give up possession of the premises on the date specified in the Notice. The application must be made not less than 2 nor more than 4 months after receipt of the Notice.*

3. The Lands Tribunal has no power to make an order for the grant of a new tenancy if the landlord, having stated in his Notice that he will oppose an application to the Tribunal on one of the grounds specified in the Act, establishes that ground to the satisfaction of the Tribunal. The grounds specified in the Act are—

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with those obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, and—
  - (i) that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances; and
  - (ii) that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an estate in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purpose of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;
- (f) that on the termination of the current tenancy the landlord intends—
  - (i) to demolish or rebuild the premises comprised in the holding or a substantial part of those premises; or
  - (ii) to carry out substantial works of construction on the holding or part thereof;
 and that the landlord could not reasonably do so without obtaining possession of the holding;
- (g) that on the termination of the current tenancy the landlord intends that the holding will be occupied for a reasonable period for the purposes, or partly for the purposes, of a business to be carried on by him or by a company in which he has a controlling interest, or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy, and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

4. If application is made to the Lands Tribunal for the grant of a new tenancy but the Tribunal is precluded from making an order by reason only of any of the grounds set out in (e), (f) and (g) above, the tenant is entitled upon leaving the premises, to recover compensation from the landlord at the rate specified in the Act. (No compensation can be claimed unless the tenant has applied to the Lands Tribunal for a new tenancy.)

5. If the landlord states in this Notice that he will not oppose an application to the Lands Tribunal for the grant of a new tenancy, it will be open to the tenant and the landlord to negotiate on the terms of the tenancy. If all the terms are agreed between them an application to the Lands Tribunal will not be necessary; if some but not all of the terms are agreed, the agreed terms will be incorporated in any tenancy granted by the Lands Tribunal and the other terms will be such

as the Lands Tribunal may determine. A new tenancy, if granted by the Lands Tribunal, will not include any part of the property comprised in the current tenancy which is occupied neither by the tenant, nor by a person employed by him for the purposes of his business, unless the landlord requires the new tenancy to include the whole of the property.

6. The term "landlord" in this Notice does not necessarily mean the landlord to whom the rent is paid; it means the person who is the landlord for the purposes of Part I of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons, whether corporate or unincorporate, whether or not carried on for gain or reward.

## FORM 4

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Tenant's Request for New Tenancy of Business Premises (Under Section 5)**

To \_\_\_\_\_, of \_\_\_\_\_, the landlord  
of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, tenant of  
the above-mentioned premises, hereby request you to grant me a new  
tenancy commencing on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

See  
Note  
1.

2. I propose that the property to be comprised in the new tenancy  
should be [*here state the property*].

See  
Note  
2.

3. My proposals as to the rent to be payable under the duration of  
and as to the other terms of the new tenancy are [*here state the rent,  
duration and terms proposed*].

4. This Request is made under Section 5 of the Business Tenancies  
Act (Northern Ireland) 1964.

5. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed \_\_\_\_\_ Tenant

Address

Form 4

## NOTES

1. Under the Business Tenancies Act (Northern Ireland) 1964 a tenant of business premises under a tenancy granted for a term certain exceeding one year, or for a term certain exceeding one year and thereafter from year to year, or for a period dependent on the fall of a life or other uncertain event and continued by Section 3 of the Act may make a Request for a new tenancy commencing on such date as may be specified in the Request. This date must not be more than 12 nor less than 6 months after the making of the Request and it must not be earlier than the date on which apart from the Act the current tenancy would come to an end or could be terminated by a notice to quit given by the tenant. If a Request is made, the current tenancy will terminate immediately before the date specified in the Request for the beginning of the new tenancy.

2. The Request must set out in general terms the tenant's proposals as to the property to be comprised in the new tenancy. This may be either the whole or part of the property comprised in the current tenancy. The Request must also set out the tenant's proposals as to the rent to be payable under the new tenancy, the duration of the new tenancy and as to the other terms of the new tenancy.

3. If a Request for a new tenancy is not granted by the landlord, the tenant may, not less than 2 nor more than 4 months after the making of the Request, apply to the Lands Tribunal for a new tenancy.

4. If you intend to oppose an application to the Lands Tribunal for the grant of a new tenancy, you must within 2 months of the making of this Request serve notice on the tenant to that effect. In the notice you must state on which of the grounds specified in the Act you will oppose the application. The grounds specified in the Act are—

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with those obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, and—
  - (i) that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances; and
  - (ii) that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an estate in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purpose of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;
- (f) that on the termination of the current tenancy the landlord intends—
  - (i) to demolish or rebuild the premises comprised in the holding or a substantial part of those premises; or
  - (ii) to carry out substantial works of construction on the holding or part thereof;
 and that the landlord could not reasonably do so without obtaining possession of the holding;
- (g) that on the termination of the current tenancy the landlord intends that the holding will be occupied for a reasonable period for the purposes, or partly for the purposes, of a business to be carried on by him or by a company in which he has a controlling interest, or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy, and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

5. If you do not intend to oppose an application to the Lands Tribunal for the grant of a new tenancy, it will be open to you and the tenant to negotiate on the terms of the tenancy. If all the terms are agreed between you, an application to the Tribunal will not be necessary; if some but not all of the terms are agreed, they will be incorporated in any tenancy granted by the Tribunal and the other terms will be such as the Lands Tribunal may determine.

6. The term "landlord" in this Request does not necessarily mean the landlord to whom the tenant pays his rent; it means the person who is the tenant's landlord for the purposes of Part I of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons, whether corporate or unincorporate, whether or not carried on for gain or reward.

FORM 5

BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Notice Requiring Information about Occupation and Sub-tenancies of Business Premises (Under Section 23(1))**

To \_\_\_\_\_, of \_\_\_\_\_, tenant of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, a landlord of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me in writing:—

- (a) whether you occupy the premises or any part of them wholly or partly for the purposes of a business carried on by you; and
- (b) whether you have a sub-tenant of the whole or any part of the premises.

2. If you have a sub-tenant I hereby require you to state—

- (a) what premises are comprised in the sub-tenancy;
- (b) the duration of the sub-tenancy, and, if it is terminable by notice, by what notice it can be terminated;
- (c) the rent payable under the sub-tenancy;
- (d) the full name of the sub-tenant; and
- (e) whether the sub-tenant is in occupation of the premises sub-let to him or any part of them and, if not, what is the sub-tenant's address.

3. This Notice is served under Section 23(1) of the Business Tenancies Act (Northern Ireland) 1964.

4. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed \_\_\_\_\_

Landlord

Address \_\_\_\_\_

Form 5

NOTES

1. Section 23(1) of the Business Tenancies Act (Northern Ireland) 1964 provides that a tenant of premises used wholly or partly for a business may be required by his immediate landlord or any superior landlord to state whether he occupies the premises for his business and whether he has sub-let. A "business" includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate, and whether or not carried on for gain or reward.
2. Accordingly, if you are a tenant of the premises to which this Notice relates, you must give the information asked for within one month of the service of this Notice. If you have sub-let to more than one sub-tenant, you should give the required information in respect of each sub-letting, to the best of your knowledge and belief.
3. The information asked for is required to enable the landlord to ascertain his position under Part I of the Business Tenancies Act (Northern Ireland) 1964. A landlord may seek this information at any time not earlier than two years before the current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.



FORM 6

BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

Notice by Tenant of Business Premises Requiring Information from Landlord about Landlord's Interest (Under Section 23(2) and (3))

To \_\_\_\_\_, of \_\_\_\_\_, a landlord of premises known as \_\_\_\_\_

I, \_\_\_\_\_, of \_\_\_\_\_, tenant of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me of—

- (a) the nature and duration of your estate in the above-mentioned premises or any part thereof;
(b) the name and address of your immediate superior landlord (if any);
(c) the name and address of the person having an estate in the premises immediately inferior to your estate. [To be answered only if you are not the tenant's immediate landlord.]

2. I also require you to notify me whether there is a mortgagee in possession of your estate in the premises and, if so, what is the name and address of the mortgagee and, if there is a receiver appointed by the mortgagee or by the court, the name and address of the receiver.

3. This Notice is served under Section 23(2) and (3) of the Business Tenancies Act (Northern Ireland) 1964.

4. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed

Tenant

Address

Form 6

NOTES

1. Under Section 23(2) of the Business Tenancies Act (Northern Ireland) 1964 a tenant of any premises used wholly or partly for a business whose tenancy is granted for a term certain exceeding one year, or for a term certain exceeding one year and thereafter from year to year, or for a period dependent on the fall of a life or other uncertain event and continued by Section 3 of the Act may require his immediate landlord or any superior landlord to give, to the best of his knowledge and belief, information about his interest in the property. If the landlord has mortgaged his interest and the mortgagee is in possession, the mortgagee can be required to give this information. A "business" includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate, whether or not carried on for gain or reward.

2. Accordingly, if you are a landlord of the premises to which this Notice relates you must give the information asked for within one month of the service of this Notice.

3. The information asked for is required to enable the tenant to ascertain who is his landlord for the purposes of Part I of the Business Tenancies Act (Northern Ireland) 1964 which in certain circumstances enables a tenant of business premises to obtain a new lease from that landlord. A notice requiring this information cannot be served more than two years before the tenant's current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.

## FORM 7

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Notice by Tenant of Business Premises Requiring Information from Mortgagee about Landlord's Interest (Under Section 23(4))**

To \_\_\_\_\_, of \_\_\_\_\_, mortgagee in possession of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, tenant of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me of—

(a) the nature and duration of the estate of your mortgagor in the above-mentioned premises or any part thereof;

(b) the name and address of the person (if any) who is your mortgagor's immediate landlord in respect of the premises.

2. This Notice is served under Section 23(4) of the Business Tenancies Act (Northern Ireland) 1964.

3. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed \_\_\_\_\_

Tenant

Address \_\_\_\_\_

## Form 7

## NOTES

1. Under Section 23(4) of the Business Tenancies Act (Northern Ireland) 1964 a tenant of any premises used wholly or partly for a business whose tenancy is granted for a term certain exceeding one year, or for a term certain exceeding one year and thereafter from year to year, or for a period dependent on the fall of a life or other uncertain event and continued by Section 3 of the Act may require his immediate landlord or any superior landlord to give, to the best of his knowledge and belief, information about his interest in the property. If the landlord has mortgaged his interest and the mortgagee is in possession, the mortgagee can be required to give this information. A "business" includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate, and whether or not carried on for gain or reward.

2. Accordingly, if your mortgagor is a landlord of the premises to which this Notice relates and you are in possession, you must give the information asked for within one month of the service of this Notice upon you.

3. The information asked for is required to enable the tenant to ascertain who is his landlord for the purposes of Part I of the Business Tenancies Act (Northern Ireland) 1964, which in certain circumstances enables a tenant of business premises to obtain a new lease from that landlord. A notice requiring this information cannot be served more than two years before the tenant's current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.

4. The term "mortgagee in possession" in this Notice includes a receiver appointed by the mortgagee or by the court. Accordingly, where there is such a receiver, he may be required to give the necessary information.

## FORM 8

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Tenant's claim for Compensation for Improvement. (Under Section 30)**

To \_\_\_\_\_, landlord of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, tenant of the above-mentioned premises, hereby claim compensation in respect of the following improvements:—

[insert here full particulars of each improvement including date of completion and cost thereof]

made by me, or a predecessor in title of mine, during a tenancy of the above-mentioned premises.

2. This Claim is made under Section 30 of the Business Tenancies Act (Northern Ireland) 1964.

3. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_

Signed \_\_\_\_\_

Tenant \_\_\_\_\_

Address \_\_\_\_\_

Form 8

NOTES

1. Under Part II of the Business Tenancies Act (Northern Ireland) 1964 a tenant of business premises may, at the termination of his tenancy and on quitting the premises, be entitled to be paid by the landlord compensation in respect of any improvement (including the erection of any building) to the said premises made after the 1st January, 1965, by the tenant or by a predecessor in title of his. (Improvements made prior to 1st January, 1965, may qualify for compensation under the Town Tenants (Ireland) Act 1906.)

2. The improvement in respect of which compensation is claimed must be such as at the termination of the tenancy adds to the letting value of the premises, and is not a trade or other fixture which the tenant is by law entitled to remove.

3. A tenant shall not be entitled to compensation unless a claim is served on the landlord within the time limited by Section 31 of the Act. — (Normally this time limit is the period of three months from the date on which the landlord served notice to quit, or notice to determine, or notice that he would oppose a tenant's request for a new tenancy.)

4. The amount of compensation for any improvement shall not exceed *either*:—

(a) the net addition to the value of the premises at the end of the tenancy as a direct result of the improvement having regard to the intended future use of the premises; *or*

(b) the reasonable cost of carrying out the improvement at the end of the tenancy

whichever is the less.

5. In the absence of agreement between the parties, all questions as to the right to compensation or the amount thereof are to be referred to and determined by the Lands Tribunal.

6. A tenant shall not be entitled to compensation for an improvement unless such improvement was duly executed in accordance with Part II of the Act by a tenant who was under that Part entitled to carry out the improvement.

#### FORM 9

#### BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

#### Mesne Landlord's claim for Compensation for Improvement (Under Section 32)

To \_\_\_\_\_, landlord of the premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, mesne landlord of the above-mentioned premises, hereby claim compensation in respect of the following improvements:—

[insert here full particulars of each improvement including date of completion and cost thereof]

in respect of which I myself (or a predecessor in title) have paid or am liable to pay compensation to a tenant under Part II of the Act.

- 2. This Claim is made under Section 32 of the Business Tenancies Act (Northern Ireland) 1964.
- 3. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

Signed \_\_\_\_\_  
Mesne Landlord  
Address

Form 9

NOTES

- 1. Where, under Part II of the Business Tenancies Act (Northern Ireland) 1964 there are several persons standing in the relation to each other of landlord and tenant, any mesne landlord who has paid, or is liable to pay, or any of whose predecessors in title has paid, or is liable to pay, compensation for an improvement under Part II of the Act shall, at the end of his term, be entitled to compensation from his immediate landlord in like manner and on the same conditions (save those relating to the service of a claim for compensation) as if he had himself made the improvement in question.
- 2. The improvement in respect of which compensation is claimed must be such as at the termination of your estate adds to the letting value of the premises and is not a trade or other fixture which you are by law entitled to remove.
- 3. The amount of compensation for any improvement shall not exceed *either* :—
  - (a) the net addition to the value of the premises at the end of your estate as a direct result of the improvement having regard to the intended future use of the premises; *or*
  - (b) the reasonable cost of carrying out the improvement at the end of your estate
 whichever is the less.
- 4. In the absence of agreement between the parties, all questions as to the right to compensation or the amount thereof are to be referred to and determined by the Lands Tribunal.

FORM 10

BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Tenant's Notice of Improvement (Under Section 34(1))**

To \_\_\_\_\_, landlord of premises known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, tenant of the above-mentioned premises, hereby give you notice that I intend to make to those premises the improvement described in the attached plan and specification.

2. Also attached is an estimate, verified by an \*architect, surveyor, building contractor, \_\_\_\_\_ of the cost of making the improvement.

3. This Notice of Improvement is served under Section 34(1) of the Business Tenancies Act (Northern Ireland) 1964.

4. Each landlord on whom this Notice, or a copy thereof, is served must serve the Notice, or a copy thereof, on his immediate superior landlord within the time limits specified in Notes 3-5 below.

5. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_

Signed \_\_\_\_\_  
Tenant  
Address

\*Delete whichever does not apply.

## Form 10

## NOTES

1. Under Section 34 of the Business Tenancies Act (Northern Ireland) 1964 a tenant who proposes to make an improvement is required to serve on his landlord:—

- (a) a Notice of Improvement informing the landlord of the tenant's intention to make the improvement; and
- (b) a plan and a specification showing the improvement and the part of the premises affected thereby; and
- (c) an estimate, verified by an architect, surveyor or building contractor, of the cost of making the improvement.

2. The landlord may within three months of service of the Notice of Improvement serve on the tenant *either*:—

- (a) a Notice of Objection in the prescribed form objecting to the proposed improvement and specifying the grounds of objection; *or*
- (b) a Notice of Undertaking in the prescribed form undertaking to execute the improvement. Such Notice of Undertaking shall state either the increase of rent required by the landlord in consideration of executing the improvement or shall state that such increase of rent is to be fixed by the Lands Tribunal.

(Note 2 does not apply if the improvement is made, or is to be made, in pursuance of a statutory obligation.)

3. A landlord on whom a Notice of Improvement has been served is required, within one month after that service, to serve the Notice, or a copy thereof, on his immediate superior landlord (if any), and that immediate superior landlord may within three months of the date the Notice was served by the said tenant serve a Notice of Objection on the tenant.

4. Every superior landlord on whom a Notice of Improvement, or a copy thereof, is served is required within one week after such service to serve that Notice of Improvement, or a copy thereof, on his next superior landlord (if any) who has the like right to serve a Notice of Objection as in Note 3 above.

5. Every Notice of Improvement, or a copy thereof, must have endorsed thereon a statement of the date the original Notice of Improvement was served by the said tenant on his landlord, and the date the Notice, or a copy thereof, was served by a landlord on a superior landlord.

6. In the absence of agreement between the parties the Lands Tribunal is empowered under the Act to decide:—

- (a) any question as to the tenant's right to make an improvement;
- (b) any question as to the amount of any increase of rent in consideration of an improvement carried out by the landlord.

7. Failure to serve a Notice of Improvement, or a copy thereof, will disentitle a tenant or landlord, as the case may be, from any compensation for any improvement to which he might otherwise be entitled under Part II of the Act.

## FORM 11

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Landlord's Notice of Objection  
(Under Section 34)**

To \_\_\_\_\_, tenant of premises  
known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, a landlord  
of the above-mentioned premises, hereby give notice that I object to the  
improvement proposed by you in your Notice of Improvement dated  
day of \_\_\_\_\_, 19\_\_\_\_.

2. My estate in the above-mentioned premises is [state nature and duration]

3. My grounds of objection are \_\_\_\_\_

4. This Notice is served under Section 34 of the Business Tenancies Act (Northern  
Ireland) 1964.

5. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Signed \_\_\_\_\_

Landlord

Address \_\_\_\_\_

## Form 11

## NOTES

1. Under Section 34 of the Business Tenancies Act (Northern Ireland) 1964  
a landlord, or a superior landlord, may within three months of service by the tenant  
of a Notice of Improvement serve on the tenant a Notice of Objection to the  
proposed improvement.

2. Within three months of service of a Notice of Objection the tenant may  
either:—

(a) serve notice on the landlord, or, as the case may be, on a superior landlord,  
withdrawing the Notice of Improvement; or

(b) apply to the Lands Tribunal for an Improvement Order authorising the  
tenant to carry out the improvement.

3. Before issuing an Improvement Order, the Lands Tribunal must be satisfied  
that the proposed improvement:—

(a) is of such a nature as, at the termination of the tenancy, would be calculated  
to add to the letting value of the premises comprised therein; and

(b) is reasonable and suitable to the character of such premises; and

(c) will not diminish the value of any other property belonging to the landlord,  
or to any superior landlord of that landlord.

## FORM 12

## BUSINESS TENANCIES ACT (NORTHERN IRELAND) 1964

**Landlord's Notice of Undertaking  
(Under Section 34(2))**

To \_\_\_\_\_, tenant of premises  
known as \_\_\_\_\_

1. I, \_\_\_\_\_, of \_\_\_\_\_, the landlord  
of the above-mentioned premises, hereby give notice that I under-  
take to execute at my own expense the improvement proposed by  
you in your Notice of Improvement dated \_\_\_\_\_ day  
of \_\_\_\_\_, 19 \_\_\_\_\_.

[Delete  
either  
(a) or  
(b)]

2. In consideration of executing this improvement I propose:—  
(a) an increase in rent of \_\_\_\_\_ a \_\_\_\_\_;  
(b) that the amount of increase in rent will be fixed by the  
Lands Tribunal.

3. This Notice is served under Section 34(2) of the Business  
Tenancies Act (Northern Ireland) 1964.

4. Your attention is called to the Notes below.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

Signed \_\_\_\_\_

Landlord

Address \_\_\_\_\_

## Form 12

## NOTES

1. Under Section 34(2) of the Business Tenancies Act (Northern Ireland) 1964 the landlord may within three months of service by the tenant of a Notice of Improvement serve on the tenant a Notice undertaking to carry out at the landlord's expense the improvement specified by the tenant in his Notice of Improvement.

2. In his Notice of Undertaking the landlord may in consideration of executing the improvement *either*:—

(a) specify the amount of increase in rent; *or*

(b) specify that the increase in rent shall be fixed by the Lands Tribunal.

3. Within one month of the service of a Notice of Undertaking the tenant may, by notice served on the landlord, *either*:—

(a) accept the Notice of Undertaking; *or*

(b) withdraw the Notice of Improvement served by him; *or*

(c) where the Notice of Undertaking specifies an increase in rent, object to the amount of that increase.

4. If the tenant accepts the Notice of Undertaking or within one month of its service takes no action thereon, the landlord shall within a reasonable time thereafter execute the improvement at his own expense in accordance with the Notice of Improvement.

5. Where the tenant duly objects to the amount of increase in rent, the parties may either agree to a new rent or agree that the new rent is to be fixed by the Lands Tribunal. In the absence of such agreement the Lands Tribunal may, on the application of either party, as it shall think proper either fix the increase in rent or deem the Notice of Undertaking to be a Notice of Objection and deal with it accordingly.

## EXPLANATORY NOTE

*(This Note is not part of the regulations, but is intended to indicate their general purport.)*

The Regulations prescribe the forms of Notices to be used for the purposes of the Business Tenancies Act (Northern Ireland) 1964.

*These Regulations shall cease to have effect unless before the expiration of six months from the 29th day of March, 1965, they have been approved by a resolution of each House of Parliament.*

1964. No. 216

[C]

## NATIONAL ASSISTANCE

## Determination of Need

REGULATIONS, DATED 30TH DECEMBER, 1964, MADE BY THE MINISTRY OF LABOUR AND NATIONAL INSURANCE UNDER SECTIONS 5 AND 6 OF THE NATIONAL ASSISTANCE ACT (NORTHERN IRELAND) 1948.

The Ministry of Labour and National Insurance in accordance with the provisions of section 6 of the National Assistance Act (Northern Ireland) 1948(a), and in exercise of powers conferred by section 5 of that Act, and of all other powers enabling it in that behalf, hereby makes the following regulations:

*Citation, commencement and interpretation*

1.—(1) These regulations may be cited as the National Assistance (Determination of Need) Regulations (Northern Ireland) 1964, and shall come into operation on the 29th March, 1965.

(2) In these regulations—

“the Act” means the National Assistance Act (Northern Ireland) 1948;

“the applicant” means a person who has made an application for assistance under the Act;

“net weekly earnings” means the net remuneration or profit, calculated on a weekly basis, derived by a person from any gainful occupation or occupations, and, in particular, in so far as the earnings consist of salary or wages, there shall be deducted—

(a) any sum the deduction of which from salary or wages is authorised by statute;

(b) the reasonable expenses, if any, incurred by the said person in connection with his employment.

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(a) 1948. c. 13.