

Status: Point in time view as at 01/03/2007.

Changes to legislation: There are currently no known outstanding effects for the Leasehold Reform Act 1967, SCHEDULE 1. (See end of Document for details)

SCHEDULES

SCHEDULE 1

Section 5.

ENFRANCHISEMENT OR EXTENSION BY SUB-TENANTS

General

- 1 (1) Where a person (in this Schedule referred to as “the claimant”) gives notice of his desire to have the freehold or an extended lease of a house and premises under Part I of this Act, and does so in respect of a sub-tenancy (in this Schedule referred to as “the tenancy in possession”), then except as otherwise provided by this Schedule—
 - (a) the rights and obligations of the landlord under Part I of this Act shall, so far as their interests are affected, be rights and obligations respectively of the estate owner in respect of the fee simple and of each of the persons in whom is vested a concurrent tenancy superior to the tenancy in possession (and references to the landlord shall apply accordingly); and
 - (b) the proceedings arising out of the notice, whether for resisting or giving effect to the claim to acquire the freehold or extended lease, shall be conducted, on behalf of all the persons referred to in (a) above, by and through that one of them who is identified by this Schedule as “the reversioner”.
- (2) Where there is a tenancy reversionary on a tenancy in respect of which a person gives notice as aforesaid, then (except in so far as special provision is made for such a reversionary tenancy) this Schedule shall apply as if the reversionary tenancy were a concurrent tenancy intermediate between the tenancy in possession and any interest superior to it.
- (3) In the following provisions of this Schedule the persons for whom the reversioner is by this paragraph authorised to act are referred to as “other landlords”; and in this Schedule references to superior interests mean the estate in fee simple and any tenancy superior (or treated by sub-paragraph (2) above as superior) to the inferior interest in question.
- 2 Subject to paragraph 3 below, “the reversioner” shall be—
 - (a) if any person has a tenancy of the house carrying an expectation of possession of thirty years or more, that person or, if there is more than one, that one of them to whose tenancy the other tenancies are superior;
 - (b) if there is no such tenancy, the estate owner in respect of the fee simple of the house.
- 3 (1) If it appears to the court, on an application made by any of the persons having an interest superior to the tenancy in possession,—
 - (a) that the respective interests of those persons, the absence or incapacity of the person designated by paragraph 2 above or other special circumstances require that one of the other landlords should act as the reversioner instead of that person; or

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- (b) that the person so designated is unwilling to act as the reversioner, and that one of the other landlords could appropriately replace him and is willing to do so; or
- (c) that by reason of complications in the title paragraph 2 above is inapplicable; the court may, on such terms and conditions as it thinks fit, appoint such person as it thinks fit to be the reversioner.
- (2) The court may also, on the application of any of the other landlords or of the claimant, remove the reversioner and appoint another person in his place, if it appears to the court proper to do so by reason of any delay or default, actual or apprehended, on the part of the reversioner.
- 4 (1) Without prejudice to the generality of paragraph 1 above, the reversioner may on behalf and in the name of the other landlords—
- (a) execute any conveyance to give effect to section 8 of this Act, or any lease to give effect to section 14; and
- (b) take or defend any legal proceedings under Part I of this Act in respect of matters arising out of the claimant’s notice.
- (2) Subject to paragraphs 5 and 6 below, in relation to all matters within the authority given to him by this Schedule the reversioner’s acts shall be binding on the other landlords and on their interests in the house and premises or any other property; but in the event of dispute either the reversioner or any of the other landlords may apply to the court for directions as to the manner in which he should act on the matter in dispute.
- (3) If any of the other landlords cannot be found, or his identity cannot be ascertained, the reversioner shall apply to the court for directions, and the court may make such order in the matter as it thinks proper with a view to giving effect to the rights of the claimant and protecting the interests of other persons; but subject to the directions of the court—
- (a) the reversioner shall proceed as in other cases;
- (b) a conveyance or lease executed by the reversioner on behalf of that landlord by such description as will identify the interest intended to be conveyed or bound shall be of the same effect as if executed in his name;
- (c) if the freehold is to be conveyed to the claimant, any sum paid as the price for that landlord’s interest shall be paid into court.
- (4) The reversioner, if he acts in good faith and with reasonable care and diligence, shall not be liable to any of the other landlords for any loss or damage caused by any act or omission in the exercise or intended exercise of the authority given to him by this Schedule.
- 5 (1) Notwithstanding anything in paragraph 4(2) above, any of the other landlords shall be entitled, if he so desires, to be separately represented in any legal proceedings in which his title to any property comes in question, or in any legal proceedings relating to the price payable for the house and premises under section 9 of this Act.
- (2) For the purpose of deducing, evidencing or verifying his title to any property, any of the other landlords, on given written notice to the reversioner and to the claimant, may deal directly with the claimant, if he objects to disclosing his title to the reversioner, and he shall deal directly with the claimant if the claimant by written notice given to him and to the reversioner so requires.

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- (3) For the purpose of agreeing the price payable for his interest under section 9 of this Act, any of the other landlords, on giving written notice to the reversioner and to the claimant, may deal directly with the claimant; and whether he does that or not, he may require the reversioner to apply to [^{F1}a leasehold valuation tribunal] for the price to be determined by [^{F1}a leasehold valuation tribunal].
- (4) Any of the other landlords shall be entitled to require that the price payable for his interest (or so much of it as is payable to him) shall be paid by the claimant to him or to a person authorised by him to receive it, instead of to the reversioner; but if, after being given proper notice of the time and place fixed for completion with the claimant, neither he nor a person so authorised attends to receive payment, and he has not made, and notified the reversioner of, other arrangements with the claimant to receive payment, the reversioner shall be authorised to receive it for him and the reversioner's written receipt for the amount payable shall be a complete discharge to the claimant.
- (5) It shall be the duty of each of the other landlords—
- (a) subject to sub-paragraphs (2) and (3) above, to give the reversioner all such information and assistance as he may reasonably require; and
 - (b) after being given proper notice of the time and place fixed for completion with the claimant (if the claimant is acquiring the freehold), to ensure that all deeds and other documents that ought on his part to be delivered to the claimant on completion are available for the purpose, including in the case of registered land the land certificate any other documents necessary to perfect the claimant's title;
- and, if any of the other landlords fails to do so, he shall indemnify the reversioner against any liability incurred by the reversioner in consequence of the failure.
- (6) Each of the other landlords shall make such contribution as may be just to the costs and expenses incurred by the reversioner and not recoverable or not recovered from the claimant.

Textual Amendments

F1 Words substituted by [Housing Act 1980 \(c. 51\)](#), [Sch. 22 para. 10](#)

- 6 (1) The authority given by this Schedule to the reversioner shall not extend to the bringing of proceedings under section 17 or 18 of this Act on behalf of any of the other landlords, or preclude any of the other landlords from bringing proceedings under that section on his own behalf; and (without prejudice to the operation of paragraph 1(2) above) a person entitled to a tenancy reversionary on the tenancy in possession may make an application under section 17 (by virtue of subsection (4)) or section 18 as a landlord.
- (2) Sections 29 and 30 of this Act shall apply, and apply only, where the authority entitled to require the covenant under the section is the estate owner in respect of the fee simple and there is no tenancy carrying an expectation of possession of thirty years or more.
- (3) For purposes of section 3(6) of this Act separate tenancies shall be deemed to be tenancies with the same landlord if the immediate landlord is the same.

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Enfranchisement

- 7 (1) Where a conveyance is executed to give effect to section 8 of this Act—
- (a) section 10 shall have effect in relation to rights and restrictions arising by virtue of any tenancy superior to the tenancy in possession (or by virtue of an agreement collateral to such a tenancy), so far as they are directly or indirectly to the benefit of or enforceable against the claimant during the tenancy in possession, as if they arose by virtue of that tenancy ^{F2}, and the reference in subsection (1A) of that section to the covenants for title implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 shall be read as excluding the covenant in section 4(1)(b) of that Act (compliance with terms of lease)]; and
 - (b) ^{F3}subject to paragraph 7A] a separate price shall be payable in accordance with section 9 for each of the interests superior to the tenancy in possession, and . . . ^{F4} section 9 shall apply to the computation of that price with such modifications as are appropriate to relate it to a sale of the interest in question subject to any tenancies intermediate between that interest and the tenancy in possession, together with tenant's incumbrances relative to those tenancies; and
 - (c) so much of section 11 as relates to the application of the purchase price for redemption of rentcharges . . . ^{F5} shall apply only to the price payable for the estate in fee simple; and
 - (d) so much of sections 12 and 13 as relates to the application of the price payable in or towards redemption of charges shall apply separately to the price payable for each interest together with the relative charges.
- (2) Where by reason of section 11(2) of this Act it is necessary to make (otherwise than out of the price payable for the house and premises) any payment for the redemption of a rentcharge . . . ^{F5}, the reversioner, if he is not the landlord liable or primarily liable in respect of the rentcharge . . . ^{F5}, shall not be required to make that payment otherwise than out of money made available for the purpose by that landlord, and it shall be the duty of that landlord to provide for the redemption; and similarly where by reason of section 12(8) proviso of this Act it is necessary to discharge the house and premises from a charge affecting the interest of any landlord.

Textual Amendments

- F2** Words in Sch. 1 para. 7(1)(a) inserted (1.7.1995) by 1994 c. 36, s. 21(1), **Sch. 1 para. 5(3)** (with s. 20); S.I. 1995/1317, **art. 2**
- F3** Words inserted by **Housing Act 1980 (c. 51), Sch. 21 para. 6**
- F4** Words repealed by **Housing Act 1980 (c. 51), Sch. 26**
- F5** Words repealed by **Rentcharges Act 1977 (c. 30), s. 17(4), Sch. 2**

- ^{F6}7A (1) The price payable for a minor superior tenancy shall be calculated (except where it has been determined by agreement or otherwise before this paragraph comes into force) by applying the formula set out in sub-paragraph (5) instead of in accordance with section 9.
- (2) “A minor superior tenancy” means a superior tenancy having an expectation of possession of not more than one month and in respect of which the profit rent is not more than £5 per year.

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- (3) “Profit rent” means an amount equal to that of the rent payable under the tenancy on which the minor superior tenancy is in immediate reversion, less that of the rent payable under the minor superior tenancy.
- (4) Where the minor superior tenancy or that on which it is in immediate reversion comprises property other than the house and premises, the reference in subparagraph (3) to the rent payable under it means so much of that rent as is apportioned to the house and premises.
- (5) The formula is—

$$P = \frac{R}{Y} \frac{1 - (1 + Y)^{-n}}{Y}$$

where—

P= the price payable;

R= the profit rent;

Y= the yield (expressed as a decimal fraction) from 2½ per cent. Consolidated Stock;

n= the period, expressed in years (taking any part of a year as a whole year) which the minor superior tenancy would have to run if it were not extinguished by enfranchisement.

- (6) In calculating the yield from 2½ per cent. Consolidated Stock, the price of that stock shall be taken to be the middle market price at the close of business on the last trading day in the week before the tenant gives notice in accordance with this Act of his desire to have the freehold.]

Textual Amendments

F6 Para. 7A inserted by [Housing Act 1980 \(c. 51\)](#), [Sch. 21 para. 6](#)

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F7

Textual Amendments

F7 [Sch. 1 para. 8](#) repealed by [Rentcharges Act 1977 \(c. 30\)](#), s. 17(6), [Sch. 2](#)

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Nothing in this Schedule shall be taken to entitle the claimant to give notice under section 9(3) of this Act of his inability or unwillingness to acquire particular interests superior to the tenancy in possession, but any such notice shall extend to all those interests.

Extension

10

- (1) Where a lease is executed to give effect to section 14 of this Act, then except as provided by paragraph 11 below the new tenancy shall be granted by the landlord having an interest sufficient in point of duration which is not superior to another such interest.

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- (2) Subject to paragraph 11 below, the lease shall have effect for the creation of the new tenancy, and for the operation of the rights and obligations conferred and imposed by it, as if there had been a surrender and re-grant of any subsisting tenancy intermediate between the interest of the landlord granting the new tenancy and the tenancy in possession, and the covenants and other provisions of the lease shall be framed and take effect accordingly.
- (3) If there is no one landlord having such an interest in the whole of the house and premises as is referred to in sub-paragraph (1) above, then those having the appropriate interests in separate parts thereof shall instead grant the tenancy; and where it is necessary in accordance with this sub-paragraph for more than one landlord to join in granting the new tenancy, the lease shall have effect in accordance with sub-paragraph (2) above, but as if they had been jointly entitled to their interests and had become separately entitled by assignments taking effect immediately after the lease.
- (4) The lease shall give effect to section 15(2) of this Act on the basis that the references there to the landlord include the landlord granting the new tenancy, the immediate landlord of whom the new tenancy will be held and any intermediate landlord, and shall give effect to section 15(3) on the basis that account is to be taken of obligations imposed on any of those landlords by virtue of the new tenancy or any superior tenancy; and section 16(4) of this Act shall apply on the basis that the reference there to the tenant's landlord includes the immediate landlord of whom the new tenancy will be held and all superior landlords, including any superior to the landlord granting the new tenancy.
- 11 (1) Where a tenancy in the house and premises superior to the tenancy in possession is vested in the claimant or a trustee for him, the lease under section 14 of this Act shall include an actual surrender of that superior tenancy without a re-grant, and it shall accordingly be disregarded for purposes of paragraph 10 above.
- (2) Where, apart from this provision, the effect of the lease under section 14 of this Act would be, as regards any tenancy superior to the new tenancy,—
- (a) that the rent payable under that superior tenancy would be equal to or more than the rent payable under the tenancy on which it would be in immediate reversion (regard being had to the operation of this sub-paragraph in relation to any other tenancy); or
 - (b) that the difference between those rents would not be more than four pounds a year;
- then the person entitled to that superior tenancy may by written notice given to his immediate landlord and, if neither of them is the reversioner, to the reversioner require that the lease shall include an actual surrender by him of his tenancy without a re-grant.
- (3) Any person entitled to a tenancy superior to the new tenancy may by the like notice require that the lease shall confer on him the right to surrender his tenancy if by reason of any revision of the rent payable under the claimant's new tenancy (together with any consequent surrender under this provision of tenancies intermediate between the superior tenancy and that new tenancy) the rent payable under the superior tenancy will not thereafter be less by more than four pounds a year than the rent payable under the tenancy on which it will be in immediate reversion.
- (4) Where a landlord required apart from this sub-paragraph (or by virtue of this sub-paragraph as it operates in relation to another landlord) to grant the new tenancy

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would do so by virtue of a tenancy in respect of which he claims, by the like notice, to have the benefit of sub-paragraph (2) or (3) above, he shall for purposes of paragraph 10 above be replaced, subject to any further operation of this sub-paragraph, by the next superior landlord.

- (5) References in this paragraph to the rent payable under a tenancy mean, in relation to a tenancy comprising property other than the house and premises, so much of that rent as is apportionable to the house and premises, and any surrender or provision for the surrender of such a tenancy in accordance with this paragraph shall be limited to the house and premises.
- 12 (1) No provision of any tenancy prohibiting, restricting or otherwise relating to a sub-demise by the tenant shall have effect with reference to any lease executed to give effect to section 14 of this Act.
- (2) Where by reason of section 14(4) proviso of this Act it is necessary to make any payment to discharge the house and premises from a charge affecting the interest of any landlord, the reversioner, if he is not the landlord liable or primarily liable in respect of the charge, shall not be required to make that payment otherwise than out of money made available for the purpose by that landlord, and it shall be the duty of that landlord to provide for the charge being discharged.

Supplementary

- 13 (1) For purposes of this Schedule the expectation of possession carried by a tenancy is the expectation which it carries at the relevant time of possession after the tenancy in possession, on the basis that—
- (a) subject to sub-paragraph (2) below, the tenancy in possession terminates at the relevant time if its term date fell before then, or else terminates at its term date or (in the case of a tenancy which has been extended) its original term date; and
- (b) a tenancy other than the tenancy in possession terminates at its term date.
- (2) In a case where before the relevant time the claimant's immediate landlord had given notice to quit terminating the tenancy in possession at a date earlier than the term date, the date specified in the notice to quit shall be substituted for the date in sub-paragraph (1)(a) above.
- 14 (1) This Schedule shall apply notwithstanding that the tenancy in possession is a tenancy from the Crown within the meaning of section 33 of this Act; and, where under section 33(1)(b) the appropriate authority gives notice that as regards a Crown interest the authority will grant or concur in granting the freehold or an extended lease, then in relation to the Crown interest and the person to whom it belongs this Schedule shall have effect as it has effect in relation to other landlords and their interests, but with the appropriate authority having power to act as reversioner or otherwise for purposes of this Schedule on behalf of that person:
- Provided that paragraph 4(1)(a) above shall not apply to the execution of a conveyance or lease on behalf of the person to whom a Crown interest belongs.
- (2) A conveyance or lease executed in pursuance of paragraph 4(3) above shall be effective notwithstanding that the interest intended to be conveyed or bound is a Crown interest or a tenancy from the Crown.

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