



# Agricultural Holdings Act 1986

## 1986 CHAPTER 5

### PART II

#### PROVISIONS AFFECTING TENANCY DURING ITS CONTINUANCE

##### *Miscellaneous*

#### **20 Compensation for damage by game**

- (1) Where the tenant of an agricultural holding has sustained damage to his crops from any wild animals or birds the right to Mil and take which is vested in the landlord or anyone (other man the tenant himself) claiming under the landlord, being animals or birds which the tenant has not permission in writing to kill, he shall, if he complies with the requirements of subsection (2) below, be entitled to compensation from his landlord for the damage.
- (2) The requirements of this subsection are that the tenant shall give his landlord—
  - (a) notice in writing within one month after the tenant first became, or ought reasonably to have become, aware of the occurrence of the damage,
  - (b) a reasonable opportunity to inspect the damage—
    - (i) in the case of damage to a growing crop, before the crop is begun to be reaped, raised or consumed, and
    - (ii) in the case of damage to a crop which has been reaped or raised, before the crop is begun to be removed from the land, and
  - (c) notice in writing of the claim, together with particulars of it, within one month after the expiry of the year in respect of which the claim is made.
- (3) For the purposes of subsection (2) above—
  - (a) seed once sown shall be treated as a growing crop whether or not it has germinated, and
  - (b) "year" means any period of twelve months ending, in any year, with 29th September or with such other date as may by agreement between the landlord and tenant be substituted for that date.

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*Status: This is the original version (as it was originally enacted).*

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- (4) The amount of compensation under this section shall, in default of agreement made after the damage has been suffered, be determined by arbitration under this Act.
- (5) Where the right to kill and take the wild animals or birds that did the damage is vested in some person other than the landlord, the landlord shall be entitled to be indemnified by that other person against all claims for compensation under this section; and any question arising under this subsection shall be determined by arbitration under this Act.

## **21 Extension of tenancies in lieu of claims to emblements**

- (1) Where the tenancy of an agricultural holding held by a tenant at a rackrent determines by the death or cesser of the estate of any landlord entitled for his life, or for any other uncertain interest, instead of claims to emblements the tenant shall continue to hold and occupy the holding until the occupation is determined by a twelve months' notice to quit expiring at the end of a year of the tenancy, and shall then quit upon the terms of his tenancy in the same manner as if the tenancy were then determined by effluxion of time or other lawful means during the continuance of his landlord's estate.
- (2) The succeeding landlord shall be entitled to recover from the tenant, in the same manner as his predecessor could have done, a fair proportion of the rent for the period which may have elapsed from the date of the death or cesser of the estate of his predecessor to the time of the tenant so quitting.
- (3) The succeeding landlord and the tenant respectively shall as between themselves and as against each other be entitled to all the benefits and advantages and be subject to the terms, conditions and restrictions to which the preceding landlord and the tenant respectively would have been entitled and subject if the tenancy had determined in manner aforesaid at the expiry of the said twelve months' notice.

## **22 Rights to require certain records to be made**

- (1) At any time during the tenancy of an agricultural holding—
  - (a) the landlord or the tenant may require the making of a record of the condition of the fixed equipment on the holding and of the general condition of the holding itself (including any parts not under cultivation), and
  - (b) the tenant may require the making of a record of any fixtures or buildings which, under section 10 above, he is entitled to remove and of existing improvements executed by him or in respect of the execution of which he, with the written consent of the landlord, paid compensation to an outgoing tenant.
- (2) Any such record shall be made by a person appointed, in default of agreement between the landlord and tenant, by the President of the Royal Institution of Chartered Surveyors (referred to in this section as "the President"); and any person so appointed may, on production of evidence of his appointment, enter the holding at all reasonable times for the purpose of making any such record.
- (3) The cost of making any such record shall, in default of agreement between the landlord and tenant, be borne by them in equal shares.
- (4) No application may be made to the President for a person to be appointed by him under subsection (2) above unless the application is accompanied by such fee as may be prescribed as the fee for such an application.

- (5) Any instrument of appointment purporting to be made by the President by virtue of subsection (2) above and to be signed by or on behalf of the President shall be taken to be such an instrument unless the contrary is shown.

### **23 Landlord's power of entry**

The landlord of an agricultural holding or any person authorised by him may at all reasonable times enter on the holding for any of the following purposes, namely—

- (a) viewing the state of the holding,
- (b) fulfilling the landlord's responsibilities to manage the holding in accordance with the rules of good estate management,
- (c) providing or improving fixed equipment on the holding otherwise than in fulfilment of those responsibilities.

### **24 Restriction of landlord's remedies for breach of contract of tenancy**

Notwithstanding any provision in a contract of tenancy of an agricultural holding making the tenant liable to pay a higher rent or other liquidated damages in the event of a breach or non-fulfilment of a term or condition of the contract, the landlord shall not be entitled to recover in consequence of any such breach or non-fulfilment, by distress or otherwise, any sum in excess of the damage actually suffered by him in consequence of the breach or non-fulfilment.