



# Landlord and Tenant Act 1987

## 1987 CHAPTER 31

### PART I

#### TENANTS' RIGHTS OF FIRST REFUSAL

##### *[<sup>F1</sup> Rights of first refusal]*

##### **[<sup>F1</sup>8E Covenant, &c affecting landlord's power to dispose.**

- (1) Where the landlord is obliged to proceed but is precluded by a covenant, condition or other obligation from disposing of the protected interest to the nominated person unless the consent of some other person is obtained—
  - (a) he shall use his best endeavours to secure that the consent of that person to that disposal is given, and
  - (b) if it appears to him that that person is obliged not to withhold his consent unreasonably but has nevertheless so withheld it, he shall institute proceedings for a declaration to that effect.
- (2) Subsection (1) ceases to apply if a notice of withdrawal is served under section 9A or 9B (withdrawal of either party from transaction) or if notice is served under section 10 (lapse of landlord's offer: premises ceasing to be premises to which this Part applies).
- (3) Where the landlord has discharged any duty imposed on him by subsection (1) but any such consent as is there mentioned has been withheld, and no such declaration as is there mentioned has been made, the landlord may serve a notice on the nominated person stating that to be the case.

When such a notice has been served, the landlord may, during the period of 12 months beginning with the date of service of the notice, dispose of the protected interest to such person as he thinks fit, but subject to the following restrictions.

- (4) Where the offer notice was one to which section 5B applied (sale by auction), the restrictions are—
  - (a) that the disposal is made by means of a sale at a public auction, and

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**Changes to legislation:** Landlord and Tenant Act 1987, Section 8E is up to date with all changes known to be in force on or before 25 July 2024. There are changes that may be brought into force at a future date. Changes that have been made appear in the content and are referenced with annotations. (See end of Document for details) View outstanding changes

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- (b) that the other terms correspond to those specified in the offer notice.
- (5) In any other case the restrictions are—
- (a) that the deposit and consideration required are not less than those specified in the offer notice or, if higher, those agreed between the landlord and the nominated person (subject to contract), and
  - (b) that the other terms correspond to those specified in the offer notice.
- (6) Where notice is given under subsection (3), the landlord may recover from the nominated party and the qualifying tenants who served the acceptance notice any costs reasonably incurred by him in connection with the disposal between the end of the first four weeks of the nomination period and the time when that notice is served by him.

Any such liability of the nominated person and those tenants is a joint and several liability.]

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**Textual Amendments**

- F1** Ss. 5, 5A-5E, 6, 7, 8, 8A-8E, 9A, 9B, 10 and crossheading substituted for ss. 5-10 (1.10.1996) by 1996 c. 52, s. 92(1), **Sch. 6 Pt. I**; S.I. 1996/2212, **art. 2(2)** (with Sch.)

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**Changes and effects yet to be applied to the whole Act associated Parts and Chapters:**

Whole provisions yet to be inserted into this Act (including any effects on those provisions):

- s. 24(2)(abb) inserted by [2002 c. 15 Sch. 10 para. 14](#)
- s. 24(2)(ad) inserted by [2024 c. 22 s. 66\(b\)](#)
- s. 47(3A) inserted by [2024 c. 22 s. 55\(4\)\(a\)](#)
- s. 47A(3A) inserted by [2024 c. 22 s. 55\(4\)\(b\)](#)