



Landlord and Tenant Act 1988

1988 CHAPTER 26

1 Qualified duty to consent to assigning, underletting etc. of premises

- (1) This section applies in any case where—
 - (a) a tenancy includes a covenant on the part of the tenant not to enter into one or more of the following transactions, that is—
 - (i) assigning,
 - (ii) underletting,
 - (iii) charging, or
 - (iv) parting with the possession of,
the premises comprised in the tenancy or any part of the premises without the consent of the landlord or some other person, but
 - (b) the covenant is subject to the qualification that the consent is not to be unreasonably withheld (whether or not it is also subject to any other qualification).
- (2) In this section and section 2 of this Act—
 - (a) references to a proposed transaction are to any assignment, underletting, charging or parting with possession to which the covenant relates, and
 - (b) references to the person who may consent to such a transaction are to the person who under the covenant may consent to the tenant entering into the proposed transaction.
- (3) Where there is served on the person who may consent to a proposed transaction a written application by the tenant for consent to the transaction, he owes a duty to the tenant within a reasonable time—
 - (a) to give consent, except in a case where it is reasonable not to give consent,
 - (b) to serve on the tenant written notice of his decision whether or not to give consent specifying in addition—
 - (i) if the consent is given subject to conditions, the conditions,
 - (ii) if the consent is withheld, the reasons for withholding it.
- (4) Giving consent subject to any condition that is not a reasonable condition does not satisfy the duty under subsection (3)(a) above.

Status: This is the original version (as it was originally enacted).

- (5) For the purposes of this Act it is reasonable for a person not to give consent to a proposed transaction only in a case where, if he withheld consent and the tenant completed the transaction, the tenant would be in breach of a covenant.
- (6) It is for the person who owed any duty under subsection (3) above—
- (a) if he gave consent and the question arises whether he gave it within a reasonable time, to show that he did,
 - (b) if he gave consent subject to any condition and the question arises whether the condition was a reasonable condition, to show that it was,
 - (c) if he did not give consent and the question arises whether it was reasonable for him not to do so, to show that it was reasonable,
- and, if the question arises whether he served notice under that subsection within a reasonable time, to show that he did.