

**Status:** Point in time view as at 20/07/1993.

**Changes to legislation:** Leasehold Reform, Housing and Urban Development Act 1993 is up to date with all changes known to be in force on or before 11 June 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)

## SCHEDULES

VALID FROM 01/11/1993

### SCHEDULE 1

Section 9.

#### CONDUCT OF PROCEEDINGS BY THE REVERSIONER ON BEHALF OF OTHER LANDLORDS

##### Commencement Information

**I1** Sch. 1 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

### SCHEDULE 2

Sections 9 and 40.

#### SPECIAL CATEGORIES OF LANDLORDS

##### Commencement Information

**I2** Sch. 2 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

### SCHEDULE 3

Section 13.

#### THE INITIAL NOTICE: SUPPLEMENTARY PROVISIONS

##### Commencement Information

**I3** Sch. 3 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

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## PART I

### RESTRICTIONS ON PARTICIPATION BY INDIVIDUAL TENANTS, EFFECT OF CLAIMS ON OTHER NOTICES, FORFEITURES ETC.

#### *Prior notice by tenant terminating lease*

- 1 A qualifying tenant of a flat shall not participate in the giving of a relevant notice of claim if the notice is given—
- (a) after the tenant has given notice terminating the lease of the flat (other than a notice that has been superseded by the grant, express or implied, of a new tenancy); or
  - (b) during the subsistence of an agreement for the grant to the tenant of a future tenancy of the flat, where the agreement is one to which paragraph 17 of Schedule 10 to the <sup>M10</sup>Local Government and Housing Act 1989 applies.

#### **Marginal Citations**

**M10** 1989 c. 42.

#### *Prior notice by landlord terminating lease*

- 2 (1) A qualifying tenant of a flat shall not participate in the giving of a relevant notice of claim if the notice is given more than four months after a landlord's notice terminating the tenant's lease of the flat has been given under section 4 of the <sup>M11</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the <sup>M12</sup>Local Government and Housing Act 1989 (whether or not the notice has effect to terminate the lease).
- (2) Where in the case of any qualifying tenant of a flat—
- (a) any such landlord's notice is given or served as mentioned in sub-paragraph (1), but
  - (b) that notice was not given or served more than four months before the date when a relevant notice of claim is given,
- the landlord's notice shall cease to have effect on that date.
- (3) If—
- (a) any such landlord's notice ceases to have effect by virtue of sub-paragraph (2), but
  - (b) the claim made in pursuance of the relevant notice of claim is not effective, then sub-paragraph (4) shall apply to any landlord's notice terminating the tenant's lease of the flat which—
    - (i) is given under section 4 of the Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989, and
    - (ii) is so given or served within one month after the expiry of the period of currency of that claim.
- (4) Where this sub-paragraph applies to a landlord's notice, the earliest date which may be specified in the notice as the date of termination shall be—

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- (a) in the case of a notice given under section 4 of that Act of 1954—
  - (i) the date of termination specified in the previous notice, or
  - (ii) the date of expiry of the period of three months beginning with the date of the giving of the new notice,whichever is the later; or
- (b) in the case of a notice served under paragraph 4(1) of Schedule 10 to that Act of 1989—
  - (i) the date of termination specified in the previous notice, or
  - (ii) the date of expiry of the period of four months beginning with the date of service of the new notice,whichever is the later.

(5) Where—

- (a) by virtue of sub-paragraph (4) a landlord's notice specifies as the date of termination of a lease a date earlier than six months after the date of the giving of the notice, and
- (b) the notice proposes a statutory tenancy,

section 7(2) of the <sup>M13</sup>Landlord and Tenant Act 1954 shall apply in relation to the notice with the substitution, for references to the period of two months ending with the date of termination specified in the notice and the beginning of that period, of references to the period of three months beginning with the date of the giving of the notice and the end of that period.

#### Marginal Citations

- M11 1954 c. 56.
- M12 1989 c. 42.
- M13 1954 c. 56.

#### *Orders for possession and pending proceedings for forfeiture etc.*

- 3
- (1) A qualifying tenant of a flat shall not participate in the giving of a relevant notice of claim if at the time when it is given he is obliged to give up possession of his flat in pursuance of an order of a court or will be so obliged at a date specified in such an order.
  - (2) Except with the leave of the court, a qualifying tenant of a flat shall not participate in the giving of a relevant notice of claim at a time when any proceedings are pending to enforce a right of re-entry or forfeiture terminating his lease of the flat.
  - (3) Leave shall only be granted under sub-paragraph (2) if the court is satisfied that the tenant does not wish to participate in the giving of such a notice of claim solely or mainly for the purpose of avoiding the consequences of the breach of the terms of his lease in respect of which proceedings are pending.
  - (4) If—
    - (a) leave is so granted, and
    - (b) a relevant notice of claim is given,the tenant's lease shall be deemed for the purposes of the claim to be a subsisting lease despite the existence of those proceedings and any order made afterwards

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in those proceedings; and, if the claim is effective, the court in which those proceedings were brought may set aside or vary any such order to such extent and on such terms as appear to that court to be appropriate.

*Institution of compulsory purchase procedures*

- 4 (1) A qualifying tenant of a flat shall not participate in the giving of a relevant notice of claim if on the date when the notice is given—
- (a) any person or body of persons who has or have been, or could be, authorised to acquire the whole or part of the flat compulsorily for any purpose has or have, with a view to its acquisition for that purpose—
    - (i) served a notice to treat on that tenant, or
    - (ii) entered into a contract for the purchase of his interest in the whole or part of the flat; and
  - (b) the notice to treat or contract remains in force.
- (2) Where—
- (a) a relevant notice of claim is given, and
  - (b) during the currency of the claim any such person or body of persons as is mentioned in sub-paragraph (1)(a) serves or serve, in relation to the flat held by a participating tenant, notice to treat as mentioned in that provision,
- the tenant shall cease to be entitled to participate in the making of the claim by virtue of being a qualifying tenant of the flat, and shall accordingly cease to be a participating tenant in respect of the flat.

*Notice terminating lease given by tenant or landlord during currency of claim*

- 5 Where a relevant notice of claim is given, any notice terminating the lease of any flat held by a participating tenant, whether it is—
- (a) a notice given by the tenant, or
  - (b) a landlord's notice given under section 4 of the <sup>M14</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the <sup>M15</sup>Local Government and Housing Act 1989,
- shall be of no effect if it is given or served during the currency of the claim.

**Marginal Citations**

**M14** 1954 c. 56.

**M15** 1989 c. 42.

*Initial notice operates to prevent termination of tenant's lease by other means*

- 6 (1) Where a relevant notice of claim is given, then during the currency of the claim and for three months thereafter the lease of any flat held by a participating tenant shall not terminate—
- (a) by effluxion of time, or
  - (b) in pursuance of a notice to quit given by the landlord, or
  - (c) by the termination of a superior lease;

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but if the claim is not effective, and but for this sub-paragraph the lease would have so terminated before the end of those three months, the lease shall so terminate at the end of those three months.

- (2) Sub-paragraph (1) shall not be taken to prevent an earlier termination of the lease in any manner not mentioned in that sub-paragraph, and shall not affect—
- (a) the power under section 146(4) of the <sup>M16</sup>Law of Property Act 1925 (relief against forfeiture of leases) to grant a tenant relief against the termination of a superior lease, or
  - (b) any right of the tenant to relief under section 16(2) of the <sup>M17</sup>Landlord and Tenant Act 1954 (relief where landlord proceeding to enforce covenants) or under paragraph 9 of Schedule 5 to that Act (relief in proceedings brought by superior landlord).
- (3) The reference in sub-paragraph (2) to section 16(2) of, and paragraph 9 of Schedule 5 to, the Landlord and Tenant Act 1954 includes a reference to those provisions as they apply in relation to Schedule 10 to the Local Government and Housing Act 1989.

#### Marginal Citations

M16 1925 c. 20.

M17 1954 c. 56.

#### *Restriction on proceedings against participating tenant to enforce right of re-entry or forfeiture*

- 7 (1) Where a relevant notice of claim is given, then during the currency of the claim—
- (a) no proceedings to enforce any right of re-entry or forfeiture terminating the lease of any flat held by a participating tenant shall be brought in any court without the leave of that court; and
  - (b) leave shall only be granted if the court is satisfied that the tenant is participating in the making of the claim solely or mainly for the purpose of avoiding the consequences of the breach of the terms of his lease in respect of which proceedings are proposed to be brought.
- (2) If leave is granted under sub-paragraph (1), the tenant shall cease to be entitled to participate in the making of the claim by virtue of being a qualifying tenant of the flat referred to in that sub-paragraph, and shall accordingly cease to be a participating tenant in respect of the flat.

#### *Restrictions for purposes of s. 14(3) on tenant electing to become participating tenant during currency of claim*

- 8 (1) Where a relevant notice of claim is given, a qualifying tenant of a flat may not subsequently make an election under section 14(3)—
- (a) if he was prohibited from participating in the giving of the notice by virtue of paragraph 1, 2(1), 3(1) or 4(1) above; or
  - (b) at a time when he would be so prohibited from participating in the giving of a relevant notice of claim, if such a notice were to be given then.

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- (2) Where a relevant notice of claim is given, then except with the leave of the court, a qualifying tenant of a flat may not subsequently make an election under section 14(3) at a time when any proceedings are pending to enforce a right of re-entry or forfeiture terminating his lease of the flat.
- (3) Leave shall only be granted under sub-paragraph (2) if the court is satisfied that the tenant does not wish to make such an election solely or mainly for the purpose of avoiding the consequences of the breach of the terms of his lease in respect of which proceedings are pending.
- (4) If—
- (a) leave is so granted, and
  - (b) the tenant makes such an election,
- the tenant's lease shall be deemed for the purposes of the claim to be a subsisting lease despite the existence of those proceedings and any order made afterwards in those proceedings; and, if the claim is effective, the court in which those proceedings were brought may set aside or vary any such order to such extent and on such terms as appear to that court to be appropriate.
- (5) References in this paragraph and paragraph 9 below to making an election under section 14(3) are references to making such an election to participate in the making of the claim in respect of which the relevant notice of claim is given.

*Effect of tenant's election on certain notices given by landlord*

- 9 (1) This paragraph applies to a qualifying tenant of a flat who, following the giving of a relevant notice of claim, makes an election under section 14(3).
- (2) Where in the case of any such tenant—
- (a) a landlord's notice terminating the tenant's lease of the flat has been given or served as mentioned in paragraph 2(1) above (whether or not the notice has effect to terminate the lease), but
  - (b) that notice was not given or served more than four months before the date when the tenant makes his election under section 14(3),
- the landlord's notice shall cease to have effect on that date.
- (3) If—
- (a) any such landlord's notice ceases to have effect by virtue of sub-paragraph (2) above, but
  - (b) the claim made in pursuance of the relevant notice of claim is not effective, then paragraph 2(4) above shall apply to any landlord's notice terminating the tenant's lease of the flat which—
    - (i) is given under section 4 of the <sup>M18</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the <sup>M19</sup>Local Government and Housing Act 1989, and
      - (ii) is so given or served within one month after the expiry of the period of currency of that claim;

and paragraph 2(5) above shall apply accordingly.

(4) Paragraph 8(5) above applies for the purposes of this paragraph.

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### Marginal Citations

**M18** 1954 c. 56.

**M19** 1989 c. 42.

### *Interpretation*

- 10 (1) For the purposes of this Part of this Schedule—
- (a) “relevant notice of claim”, in relation to any flat, means a notice under section 13 in the case of which the specified premises contain that flat, and references to participating in the giving of such a notice are references to being one of the persons by whom the notice is given;
  - (b) references to a notice under section 13 include, in so far as the context permits, references to a notice purporting to be given under that section (whether by persons who are qualifying tenants or not);
  - (c) references to a claim being effective are references to a binding contract being entered into for the acquisition of the freehold and other interests falling to be acquired in pursuance of the claim or to the making of an order under section 24(4)(a) or (b) or 25(6)(a) or (b) which provides for the vesting of those interests; and
  - (d) references to the currency of a claim are—
    - (i) where the claim is made by a valid notice under section 13, references to the period during which the notice continues in force in accordance with subsection (11) of that section, or
    - (ii) where the claim is made by a notice which is not a valid notice under section 13, references to the period beginning with the giving of the notice and ending with the time when the notice is set aside by the court or is withdrawn or when it would (if valid) cease to have effect or be deemed to have been withdrawn.
- (2) For the purposes of sub-paragraph (1)(d) the date when a notice is set aside, or would (if valid) cease to have effect, in consequence of an order of a court shall be taken to be the date when the order becomes final.

## PART II

### PROCEDURE FOR GIVING COPIES TO RELEVANT LANDLORDS

#### *Application of Part II*

- 11 This Part of this Schedule has effect where a notice under section 13 is given in a case to which section 9(2) applies.

#### *Qualifying tenants to give copies of initial notice*

- 12 (1) The qualifying tenants by whom the initial notice is given shall, in addition to giving the initial notice to the reversioner in respect of the specified premises, give a copy

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of the notice to every other person known or believed by them to be a relevant landlord of those premises.

- (2) The initial notice shall state whether copies are being given in accordance with sub-paragraph (1) to anyone other than the recipient and, if so, to whom.

VALID FROM 01/10/1996

[<sup>F7</sup>12A(1) In a case to which section 9(2A) applies, the qualifying tenants by whom the initial notice is given shall, in addition to giving the initial notice to the person specified in it as the recipient, give a copy of the notice to every other person known or believed by them to be a relevant landlord of the specified premises.

- (2) The initial notice shall state whether copies are being given in accordance with sub-paragraph (1) to anyone other than the person specified in it as the recipient and, if so, to whom.]

#### Textual Amendments

- F7** [Sch. 3 Pt. II para. 12A](#) inserted (1.10.1996) by 1996 c. 52, s. 107, [Sch. 10 para. 17\(4\)](#); S.I. 1996/2212, [art. 2\(2\)](#) (with savings in [art. 2\(2\)](#), [Sch. para. 4](#))

#### *Recipient of notice or copy to give further copies*

- 13 (1) Subject to sub-paragraph (2), a recipient of the initial notice or of a copy of it (including a person receiving a copy under this sub-paragraph) shall forthwith give a copy to any person who—
- (a) is known or believed by him to be a relevant landlord, and
  - (b) is not stated in the recipient's copy of the notice, or known by him, to have received a copy.
- (2) Sub-paragraph (1) does not apply where the recipient is neither the reversioner nor another relevant landlord.
- (3) Where a person gives any copies of the initial notice in accordance with sub-paragraph (1), he shall—
- (a) supplement the statement under paragraph 12(2) by adding any further persons to whom he is giving copies or who are known to him to have received one; and
  - (b) notify the qualifying tenants by whom the initial notice is given of the persons added by him to that statement.

#### *Consequences of failure to comply with paragraph 12 or 13*

- 14 (1) Where—
- (a) a relevant landlord of the specified premises does not receive a copy of the initial notice before the end of the period specified in it in pursuance of section 13(3)(g), but



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(b) he was given a notice under section 11 by any of the qualifying tenants by whom the initial notice was given and, in response to the notice under that section, notified the tenant in question of his interest in the specified premises,

the initial notice shall cease to have effect at the end of that period.

(2) Where—

(a) sub-paragraph (1) does not apply, but

(b) any person fails without reasonable cause to comply with paragraph 12 or 13 above, or is guilty of any unreasonable delay in complying with either of those paragraphs,

he shall be liable for any loss thereby occasioned to the qualifying tenants by whom the initial notice was given or to the reversioner or any other relevant landlord.

### PART III

#### OTHER PROVISIONS

##### *Inaccuracies or misdescription in initial notice*

15 (1) The initial notice shall not be invalidated by any inaccuracy in any of the particulars required by section 13(3) or by any misdescription of any of the property to which the claim extends.

(2) Where the initial notice—

(a) specifies any property or interest which was not liable to acquisition under or by virtue of section 1 or 2, or

(b) fails to specify any property or interest which is so liable to acquisition,

the notice may, with the leave of the court and on such terms as the court may think fit, be amended so as to exclude or include the property or interest in question.

(3) Where the initial notice is so amended as to exclude any property or interest, references to the property or interests specified in the notice under any provision of section 13(3) shall be construed accordingly; and, where it is so amended as to include any property or interest, the property or interest shall be treated as if it had been specified under the provision of that section under which it would have fallen to be specified if its acquisition had been proposed at the relevant date.

##### *Effect on initial notice of tenant's lack of qualification to participate*

16 (1) It is hereby declared that, where at the relevant date any of the persons by whom the initial notice is given—

(a) is not a qualifying tenant of a flat contained in the specified premises, or

(b) is such a qualifying tenant but is prohibited from participating in the giving of the notice by virtue of Part I of this Schedule, or

(c) (if it is claimed in the notice that he satisfies the residence condition) does not satisfy that condition,

the notice shall not be invalidated on that account, so long as the notice was in fact properly given by a sufficient number of qualifying tenants of flats contained in the

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premises as at the relevant date, and not less than one-half of the qualifying tenants by whom it was so given then satisfied the residence condition.

- (2) For the purposes of sub-paragraph (1) a sufficient number is a number which—
- (a) is not less than two-thirds of the total number of qualifying tenants of flats contained in the specified premises as at the relevant date, and
  - (b) is not less than one-half of the total number of flats so contained.

VALID FROM 01/11/1993

## SCHEDULE 4

Section 21.

### INFORMATION TO BE FURNISHED BY REVERSIONER ABOUT EXERCISE OF RIGHTS UNDER CHAPTER II

#### **Commencement Information**

**I4** Sch. 4 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

#### *Information to accompany counter-notice*

- 1 (1) This paragraph applies where before the date of the giving of a counter-notice under section 21 the reversioner or any other relevant landlord—
- (a) has received—
    - (i) a notice given under section 42 with respect to any flat contained in the specified premises (being a notice to which section 54(1) or (2) applies on that date), or
    - (ii) a copy of such a notice, or
  - (b) has given any counter-notice under section 45 in response to any such notice.
- (2) A copy of every notice which, or a copy of which, has been received as mentioned in sub-paragraph (1)(a), and a copy of every counter-notice which has been given as mentioned in sub-paragraph (1)(b), shall either—
- (a) accompany any counter-notice given under section 21, or
  - (b) be given to the nominee purchaser by the reversioner as soon as possible after the date of the giving of any such counter-notice.

#### *Continuing duty to furnish information*

- 2 (1) Subject to sub-paragraph (3), this paragraph applies where on or after the date of the giving of a counter-notice under section 21 the reversioner or any other relevant landlord receives—
- (a) a notice given under section 42 with respect to any flat contained in the specified premises or a copy of such a notice, or

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(b) any notice of withdrawal given under section 52 and relating to any notice under section 42 of which a copy has already been furnished to the nominee purchaser under this Schedule.

(2) A copy of every notice which, or a copy of which, is received as mentioned in subparagraph (1)(a) or (b) shall be given to the nominee purchaser by the reversioner as soon as possible after the time when the notice or copy is received by the reversioner or (as the case may be) the other relevant landlord.

(3) This paragraph does not apply if the notice or copy is received by the reversioner or (as the case may be) the other relevant landlord otherwise than at a time when—

- (a) the initial notice continues in force, or
- (b) a binding contract entered into in pursuance of that notice remains in force, or
- (c) where an order has been made under section 24(4)(a) or (b) or 25(6)(a) or (b) with respect to the specified premises, any interests which by virtue of the order fall to be vested in the nominee purchaser have yet to be so vested.

*Duty of other landlords to furnish copies to reversioner*

3 (1) Without prejudice to the generality of paragraph 8(1)(a) of Schedule 1, the duty imposed by that provision shall extend to requiring any relevant landlord (other than the reversioner) who—

- (a) receives a relevant notice or a copy of such a notice, or
- (b) gives a relevant counter-notice,

to furnish a copy of the notice or counter-notice to the reversioner as soon as possible after the time when the notice or copy is received or (as the case may be) the counter-notice is given by the relevant landlord.

(2) In this paragraph “relevant notice” and “relevant counter-notice” mean respectively any notice of which a copy is required to be given to the nominee purchaser by the reversioner in accordance with this Schedule and any counter-notice of which a copy is required to be so given.

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SCHEDULE 5

Sections 24 and 25.

VESTING ORDERS UNDER SECTIONS 24 AND 25

**Commencement Information**

**I5** Sch. 5 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

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SCHEDULE 6

Section 32.

PURCHASE PRICE PAYABLE BY NOMINEE PURCHASER

**Commencement Information**

**I6** Sch. 6 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

SCHEDULE 7

Section 34.

CONVEYANCE TO NOMINEE PURCHASER ON ENFRANCHISEMENT

**Commencement Information**

**I7** Sch. 7 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

*Interpretation*

- 1 In this Schedule—
- (a) “the relevant premises” means, in relation to such a conveyance as is mentioned in section 34(1), the premises of which the freehold is to be conveyed by means of the conveyance;
  - (b) “the freeholder”, in relation to any such conveyance, means the person whose freehold interest in the relevant premises is to be conveyed by means of the conveyance;
  - (c) “other property” means property of which the freehold is not to be acquired by the nominee purchaser under this Chapter; and
  - (d) “the appropriate time” means the time when the freehold of the relevant premises is to be conveyed to the nominee purchaser.

*General*

- 2 (1) The conveyance shall not exclude or restrict the general words implied in conveyances under section 62 of the <sup>M20</sup>Law of Property Act 1925, or the all-estate clause implied under section 63 of that Act, unless—

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- (a) the exclusion or restriction is made for the purpose of preserving or recognising any existing interest of the freeholder in tenant’s incumbrances or any existing right or interest of any other person, or
  - (b) the nominee purchaser consents to the exclusion or restriction.
- (2) The freeholder shall not be bound—
  - (a) to convey to the nominee purchaser any better title than that which he has or could require to be vested in him, or
  - (b) to enter into any covenant for title other than such covenant as under section 76(1)(F) of the <sup>M21</sup>Law of Property Act 1925 is implied in the case of a person conveying, and expressed to convey, as trustee or mortgagee.
- (3) In this paragraph “tenant’s incumbrances” includes any interest directly or indirectly derived out of a lease, and any incumbrance on a lease or any such interest (whether or not the same matter is an incumbrance also on any interest reversionary on the lease); and “incumbrances” has the same meaning as it has for the purposes of section 34 of this Act.

#### Marginal Citations

M20 1925 c. 20.

M21 1925 c. 20.

#### *Rights of support, passage of water etc.*

- 3 (1) This paragraph applies to rights of any of the following descriptions, namely—
  - (a) rights of support for a building or part of a building;
  - (b) rights to the access of light and air to a building or part of a building;
  - (c) rights to the passage of water or of gas or other piped fuel, or to the drainage or disposal of water, sewage, smoke or fumes, or to the use or maintenance of pipes or other installations for such passage, drainage or disposal;
  - (d) rights to the use or maintenance of cables or other installations for the supply of electricity, for the telephone or for the receipt directly or by landline of visual or other wireless transmissions;and the provisions required to be included in the conveyance by virtue of subparagraph (2) are accordingly provisions relating to any such rights.
- (2) The conveyance shall include provisions having the effect of—
  - (a) granting with the relevant premises (so far as the freeholder is capable of granting them)—
    - (i) all such easements and rights over other property as are necessary to secure as nearly as may be for the benefit of the relevant premises the same rights as exist for the benefit of those premises immediately before the appropriate time, and
    - (ii) such further easements and rights (if any) as are necessary for the reasonable enjoyment of the relevant premises; and
  - (b) making the relevant premises subject to the following easements and rights (so far as they are capable of existing in law), namely—

*Status: Point in time view as at 20/07/1993.*

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- (i) all easements and rights for the benefit of other property to which the relevant premises are subject immediately before the appropriate time, and
- (ii) such further easements and rights (if any) as are necessary for the reasonable enjoyment of other property, being property in which the freeholder has an interest at the relevant date.

*Rights of way*

- 4 Any such conveyance shall include—
- (a) such provisions (if any) as the nominee purchaser may require for the purpose of securing to him and the persons deriving title under him rights of way over other property, so far as the freeholder is capable of granting them, being rights of way that are necessary for the reasonable enjoyment of the relevant premises; and
  - (b) such provisions (if any) as the freeholder may require for the purpose of making the relevant premises subject to rights of way necessary for the reasonable enjoyment of other property, being property in which he is to retain an interest after the acquisition of the relevant premises.

*Restrictive covenants*

- 5 (1) As regards restrictive covenants, the conveyance shall include—
- (a) such provisions (if any) as the freeholder may require to secure that the nominee purchaser is bound by, or to indemnify the freeholder against breaches of, restrictive covenants which—
    - (i) affect the relevant premises otherwise than by virtue of any lease subject to which the relevant premises are to be acquired or any agreement collateral to any such lease, and
    - (ii) are immediately before the appropriate time enforceable for the benefit of other property; and
  - (b) such provisions (if any) as the freeholder or the nominee purchaser may require to secure the continuance (with suitable adaptations) of restrictions arising by virtue of any such lease or collateral agreement as is mentioned in paragraph (a)(i), being either—
    - (i) restrictions affecting the relevant premises which are capable of benefiting other property and (if enforceable only by the freeholder) are such as materially to enhance the value of the other property, or
    - (ii) restrictions affecting other property which are such as materially to enhance the value of the relevant premises; and
  - (c) such further restrictions as the freeholder may require to restrict the use of the relevant premises in a way which—
    - (i) will not interfere with the reasonable enjoyment of those premises as they have been enjoyed during the currency of the leases subject to which they are to be acquired, but
    - (ii) will materially enhance the value of other property in which the freeholder has an interest at the relevant date.

*Status: Point in time view as at 20/07/1993.*

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(2) In this paragraph “restrictive covenant” means a covenant or agreement restrictive of the user of any land or building.

VALID FROM 01/11/1993

SCHEDULE 8

Section 35.

DISCHARGE OF MORTGAGES ETC.: SUPPLEMENTARY PROVISIONS

**Commencement Information**

**I8** Sch. 8 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

SCHEDULE 9

Section 36.

GRANT OF LEASES BACK TO FORMER FREEHOLDER

**Extent Information**

**E1** Sch. 9 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

SCHEDULE 10

Section 37.

ACQUISITION OF INTERESTS FROM LOCAL AUTHORITIES ETC.

**Commencement Information**

**I9** Sch. 10 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

*Status: Point in time view as at 20/07/1993.*

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VALID FROM 01/11/1993

SCHEDULE 11

Section 40.

PROCEDURE WHERE COMPETENT LANDLORD  
IS NOT TENANT’S IMMEDIATE LANDLORD

**Commencement Information**

**I10** Sch. 11 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

SCHEDULE 12

Section 42.

THE TENANT’S NOTICE: SUPPLEMENTARY PROVISIONS

**Commencement Information**

**I11** Sch. 12 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

**PART I**

EFFECT OF TENANT’S NOTICE ON OTHER NOTICES, FORFEITURES ETC.

*Prior notice by tenant terminating lease*

- 1 A notice given by a qualifying tenant of a flat under section 42 shall be of no effect if it is given—
- (a) after the tenant has given notice terminating the lease of the flat (other than a notice that has been superseded by the grant, express or implied, of a new tenancy); or
  - (b) during the subsistence of an agreement for the grant to the tenant of a future tenancy of the flat, where the agreement is one to which paragraph 17 of Schedule 10 to the <sup>M29</sup>Local Government and Housing Act 1989 applies.

**Marginal Citations**

**M29** 1989 c. 42.



*Status: Point in time view as at 20/07/1993.*

**Changes to legislation:** Leasehold Reform, Housing and Urban Development Act 1993 is up to date with all changes known to be in force on or before 11 June 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)

*Prior notice by landlord terminating lease*

- 2 (1) Subject to sub-paragraph (2), a notice given by a qualifying tenant of a flat under section 42 shall be of no effect if it is given more than two months after a landlord’s notice terminating the tenant’s lease of the flat has been given under section 4 of the <sup>M30</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the Local Government and Housing Act 1989 (whether or not the notice has effect to terminate the lease).
- (2) Sub-paragraph (1) does not apply where the landlord gives his written consent to a notice being given under section 42 after the end of those two months.
- (3) Where in the case of a qualifying tenant of a flat who gives a notice under section 42—
- (a) any such landlord’s notice is given or served as mentioned in sub-paragraph (1), but
  - (b) that notice was not given or served more than two months before the date on which the notice under section 42 is given to the landlord,
- the landlord’s notice shall cease to have effect on that date.
- (4) If—
- (a) any such landlord’s notice ceases to have effect by virtue of sub-paragraph (3), but
  - (b) the claim made by the tenant by the giving of his notice under section 42 is not effective,
- then sub-paragraph (5) shall apply to any landlord’s notice terminating the tenant’s lease of the flat which—
- (i) is given under section 4 of the <sup>M31</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the <sup>M32</sup>Local Government and Housing Act 1989, and
  - (ii) is so given or served within one month after the expiry of the period of currency of that claim.
- (5) Where this sub-paragraph applies to a landlord’s notice, the earliest date which may be specified in the notice as the date of termination shall be—
- (a) in the case of a notice given under section 4 of that Act of 1954—
    - (i) the date of termination specified in the previous notice, or
    - (ii) the date of expiry of the period of three months beginning with the date of the giving of the new notice,whichever is the later; or
  - (b) in the case of a notice served under paragraph 4(1) of Schedule 10 to that Act of 1989—
    - (i) the date of termination specified in the previous notice, or
    - (ii) the date of expiry of the period of four months beginning with the date of service of the new notice,whichever is the later.
- (6) Where—
- (a) by virtue of sub-paragraph (5) a landlord’s notice specifies as the date of termination of a lease a date earlier than six months after the date of the giving of the notice, and

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(b) the notice proposes a statutory tenancy, section 7(2) of the Landlord and Tenant Act 1954 shall apply in relation to the notice with the substitution, for references to the period of two months ending with the date of termination specified in the notice and the beginning of that period, of references to the period of three months beginning with the date of the giving of the notice and the end of that period.

#### Marginal Citations

M30 1954 c. 56.

M31 1954 c. 56.

M32 1989 c. 42.

#### *Orders for possession and pending proceedings for forfeiture etc.*

- 3 (1) A notice given by a qualifying tenant of a flat under section 42 shall be of no effect if at the time when it is given he is obliged to give up possession of his flat in pursuance of an order of a court or will be so obliged at a date specified in such an order.
- (2) Except with the leave of the court, a qualifying tenant of a flat shall not give a notice under section 42 at a time when any proceedings are pending to enforce a right of re-entry or forfeiture terminating his lease of the flat.
- (3) Leave shall only be granted under sub-paragraph (2) if the court is satisfied that the tenant does not wish to give such a notice solely or mainly for the purpose of avoiding the consequences of the breach of the terms of his lease in respect of which proceedings are pending.
- (4) If—
- (a) leave is so granted, and
  - (b) the tenant by such a notice makes a claim to acquire a new lease of his flat, the tenant’s lease shall be deemed for the purposes of the claim to be a subsisting lease despite the existence of those proceedings and any order made afterwards in those proceedings; and, if the claim is effective, the court in which those proceedings were brought may set aside or vary any such order to such extent and on such terms as appear to that court to be appropriate.

#### *Notice terminating lease given by tenant or landlord during currency of claim*

- 4 Where by a notice given under section 42 a tenant makes a claim to acquire a new lease of a flat, any notice terminating the tenant’s lease of the flat, whether it is—
- (a) a notice given by the tenant, or
  - (b) a landlord’s notice given under section 4 of the <sup>M33</sup>Landlord and Tenant Act 1954 or served under paragraph 4(1) of Schedule 10 to the <sup>M34</sup>Local Government and Housing Act 1989,
- shall be of no effect if it is given or served during the currency of the claim.

#### Marginal Citations

M33 1954 c. 56.

*Status: Point in time view as at 20/07/1993.*

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**M34** 1989 c. 42.

*Tenant’s notice operates to prevent termination of lease*

- 5 (1) Where by a notice under section 42 a tenant makes a claim to acquire a new lease of a flat, then during the currency of the claim and for three months thereafter the lease of the flat shall not terminate—
- (a) by effluxion of time, or
  - (b) in pursuance of a notice to quit given by the immediate landlord of the tenant, or
  - (c) by the termination of a superior lease;
- but if the claim is not effective, and but for this sub-paragraph the lease would have so terminated before the end of those three months, the lease shall so terminate at the end of those three months.
- (2) Sub-paragraph (1) shall not be taken to prevent an earlier termination of the lease in any manner not mentioned in that sub-paragraph, and shall not affect—
- (a) the power under section 146(4) of the <sup>M35</sup>Law of Property Act 1925 (relief against forfeiture of leases) to grant a tenant relief against the termination of a superior lease, or
  - (b) any right of the tenant to relief under section 16(2) of the Landlord and Tenant Act 1954 (relief where landlord proceeding to enforce covenants) or under paragraph 9 of Schedule 5 to that Act (relief in proceedings brought by superior landlord).

**Marginal Citations**

**M35** 1925 c. 20.

*Restriction on proceedings to enforce right of re-entry or forfeiture*

- 6 Where by a notice under section 42 a tenant makes a claim to acquire a new lease of a flat, then during the currency of the claim—
- (a) no proceedings to enforce any right of re-entry or forfeiture terminating the lease of the flat shall be brought in any court without the leave of that court, and
  - (b) leave shall only be granted if the court is satisfied that the notice was given solely or mainly for the purpose of avoiding the consequences of the breach of the terms of the tenant’s lease in respect of which proceedings are proposed to be brought;
- but where leave is granted, the notice shall cease to have effect.

*Effect of notice under section 16(2) of Landlord and Tenant Act 1954 on tenant’s notice*

- 7 (1) A tenant who, in proceedings to enforce a right of re-entry or forfeiture or a right to damages in respect of a failure to comply with any terms of his lease, applies for relief under section 16 of the <sup>M36</sup>Landlord and Tenant Act 1954 is not thereby precluded from making a claim to acquire a new lease under this Chapter; but if he gives notice under section 16(2) of that Act (under which the tenant is relieved from any order for recovery of possession or for payment of damages, but the tenancy

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is cut short), any notice given by him under section 42 with respect to property comprised in his lease shall be of no effect or, if already given, shall cease to have effect.

- (2) Sub-paragraph (1) shall apply in relation to proceedings relating to a superior tenancy with the substitution for the references to section 16 and to section 16(2) of the Landlord and Tenant Act 1954 of references to paragraph 9 and to paragraph 9(2) of Schedule 5 to that Act.

#### Marginal Citations

M36 1954 c. 56.

#### *Interpretation*

- 8 (1) For the purposes of this Part of this Schedule—
- (a) references to a notice under section 42 include, in so far as the context permits, references to a notice purporting to be given under that section (whether by a qualifying tenant or not), and references to the tenant by whom a notice is given shall be construed accordingly;
  - (b) references to a claim being effective are references to a new lease being acquired in pursuance of the claim; and
  - (c) references to the currency of a claim are—
    - (i) where the claim is made by a valid notice under section 42, references to the period during which the notice continues in force in accordance with subsection (8) of that section, or
    - (ii) where the claim is made by a notice which is not a valid notice under section 42, references to the period beginning with the giving of the notice and ending with the time when the notice is set aside by the court or is withdrawn or when it would (if valid) cease to have effect or be deemed to have been withdrawn.
- (2) For the purposes of sub-paragraph (1)(c) the date when a notice is set aside, or would (if valid) cease to have effect, in consequence of an order of a court shall be taken to be the date when the order becomes final.
- (3) The references in this Schedule—
- (a) to section 16 of the Landlord and Tenant Act 1954 and subsection (2) of that section, and
  - (b) to paragraph 9 of Schedule 5 to that Act and sub-paragraph (2) of that paragraph,
- include references to those provisions as they apply in relation to Schedule 10 to the <sup>M37</sup>Local Government and Housing Act 1989 (security of tenure on ending of long residential tenancies).

#### Marginal Citations

M37 1989 c. 42.

*Status: Point in time view as at 20/07/1993.*

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## PART II

### OTHER PROVISIONS

- 9 (1) The tenant's notice shall not be invalidated by any inaccuracy in any of the particulars required by section 42(3) or by any misdescription of any of the property to which the claim extends.
- (2) Where the tenant's notice—
- (a) specifies any property which he is not entitled to have demised to him under a new lease granted in pursuance of this Chapter, or
  - (b) fails to specify any property which he is entitled to have so demised to him, the notice may, with the leave of the court and on such terms as the court may think fit, be amended so as to exclude or include the property in question.

VALID FROM 01/11/1993

### SCHEDULE 13

Section 56.

#### PREMIUM AND OTHER AMOUNTS PAYABLE BY TENANT ON GRANT OF NEW LEASE

##### Commencement Information

**I12** Sch. 13 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

VALID FROM 01/11/1993

### SCHEDULE 14

Section 61.

#### PROVISIONS SUPPLEMENTARY TO SECTION 61

##### Commencement Information

**I13** Sch. 14 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

*Status: Point in time view as at 20/07/1993.*

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VALID FROM 01/11/1993

SCHEDULE 15

Section 66.

SECTION 9 OF THE LEASEHOLD REFORM ACT 1967, AS AMENDED

**Commencement Information**

**I14** Sch. 15 wholly in force at 1.11.1993 see s. 188(2) and S.I. 1993/2134, art. 5

*Purchase price and costs of enfranchisement, and tenant's right to withdraw.*

- 9 (1) Subject to subsection (2) below, the price payable for a house and premises on a conveyance under section 8 above shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller (with the tenant and members of his family who reside in the house not buying or seeking to buy), might be expected to realise on the following assumptions:—
- (a) on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy but on the assumption that this Part of this Act conferred no right to acquire the freehold, and if the tenancy has not been extended under this Part of this Act, on the assumption that (subject to the landlord's rights under section 17 below) it was to be so extended;
  - (b) on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rentcharges to which section 11(2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchaser would otherwise be effectively exonerated until the termination of the tenancy from any liability or charge in respect of tenant's incumbrances; and
  - (c) on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.

The reference in this subsection to members of the tenant's family shall be construed in accordance with section 7(7) of this Act.

- (1A) Notwithstanding the foregoing subsection, the price payable for a house and premises,—
- (i) the rateable value of which was above £1,000 in Greater London and £500 elsewhere on 31st March 1990, or,
  - (ii) which had no rateable value on that date and R exceeded £16,333 under the formula in section 1(1)(a) above (and section 1(7) above shall apply to that amount as it applies to the amount referred to in subsection (1)(a)(ii) of that section)

shall be the amount which at the relevant time the house and premises, if sold in the open market by a willing seller, might be expected to realise on the following assumptions:—

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- (a) on the assumption that the vendor was selling for an estate in fee simple, subject to the tenancy, but on the assumption that this Part of this Act conferred no right to acquire the freehold or an extended lease and, where the tenancy has been extended under this Part of this Act, that the tenancy will terminate on the original term date;
  - (b) on the assumption that at the end of the tenancy the tenant has the right to remain in possession of the house and premises—
    - (i) if the tenancy is such a tenancy as is mentioned in subsection (2) or subsection (3) of section 186 of the Local Government and Housing Act 1989, or is a tenancy which is a long tenancy at a low rent for the purposes of Part I of the Landlord and Tenant Act 1954 in respect of which the landlord is not able to serve a notice under section 4 of that Act specifying a date of termination earlier than 15th January 1999, under the provisions of Schedule 10 to the Local Government and Housing Act 1989; and
    - (ii) in any other case under the provisions of Part I of the Landlord and Tenant Act 1954;
  - (c) on the assumption that the tenant has no liability to carry out any repairs, maintenance or redecorations under the terms of the tenancy or Part I of the Landlord and Tenant Act 1954;
  - (d) on the assumption that the price be diminished by the extent to which the value of the house and premises has been increased by any improvement carried out by the tenant or his predecessors in title at their own expense;
  - (e) on the assumption that (subject to paragraph (a) above) the vendor was selling subject, in respect of rentcharges to which section 11(2) below applies, to the same annual charge as the conveyance to the tenant is to be subject to, but the purchaser would otherwise be effectively exonerated until the termination of the tenancy from any liability or charge in respect of tenant's incumbrances; and
  - (f) on the assumption that (subject to paragraphs (a) and (b) above) the vendor was selling with and subject to the rights and burdens with and subject to which the conveyance to the tenant is to be made, and in particular with and subject to such permanent or extended rights and burdens as are to be created in order to give effect to section 10 below.
- (1B) For the purpose of determining whether the rateable value of the house and premises is above £1000 in Greater London, or £500 elsewhere, the rateable value shall be adjusted to take into account any tenant's improvements in accordance with Schedule 8 to the Housing Act 1974.
- (1C) Notwithstanding subsection (1) above, the price payable for a house and premises where the right to acquire the freehold arises by virtue of any one or more of the provisions of sections 1A and 1B above shall be determined in accordance with subsection (1A) above; but in any such case—
- (a) if in determining the price so payable there falls to be taken into account any marriage value arising by virtue of the coalescence of the freehold and leasehold interests, the share of the marriage value to which the tenant is to be regarded as being entitled shall not exceed one-half of it; and
  - (b) section 9A below has effect for determining whether any additional amount is payable by way of compensation under that section;
- and in a case where the provision (or one of the provisions) by virtue of which the right to acquire the freehold arises is section 1A(1) above, subsection (1A) above

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shall apply with the omission of the assumption set out in paragraph (b) of that subsection.

- (2) The price payable for the house and premises shall be subject to such deduction (if any) in respect of any defect in the title to be conveyed to the tenant as on a sale in the open market might be expected to be allowed between a willing seller and a willing buyer.
- (3) On ascertaining the amount payable, or likely to be payable, as the price for a house and premises in accordance with this section (but not more than one month after the amount payable has been determined by agreement or otherwise), the tenant may give written notice to the landlord that he is unable or unwilling to acquire the house and premises at the price he must pay; and thereupon—
  - (a) the notice under section 8 above of his desire to have the freehold shall cease to have effect, and he shall be liable to make such compensation as may be just to the landlord in respect of the interference (if any) by the notice with the exercise by the landlord of his power to dispose of or deal with the house and premises or any neighbouring property; and
  - (b) any further notice given under that section with respect to the house or any part of it (with or without other property) shall be void if given within the following three years.
- (4) Where a person gives notice of his desire to have the freehold of a house and premises under this Part of this Act, then unless the notice lapses under any provision of this Act excluding his liability, there shall be borne by him (so far as they are incurred in pursuance of the notice) the reasonable costs of or incidental to any of the following matters:—
  - (a) any investigation by the landlord of that person's right to acquire the freehold;
  - (b) any conveyance or assurance of the house and premises or any part thereof or of any outstanding estate or interest therein;
  - (c) deducing, evidencing and verifying the title to the house and premises or any estate or interest therein;
  - (d) making out and furnishing such abstracts and copies as the person giving the notice may require;
  - (e) any valuation of the house and premises;but so that this subsection shall not apply to any costs if on a sale made voluntarily a stipulation that they were to be borne by the purchaser would be void.
- (5) The landlord's lien (as vendor) on the house and premises for the price payable shall extend—
  - (a) to any sums payable by way of rent or recoverable as rent in respect of the house and premises up to the date of the conveyance; and
  - (b) to any sums for which the tenant is liable under subsection (4) above; and
  - (c) to any other sums due and payable by him to the landlord under or in respect of the tenancy or any agreement collateral thereto.



*Status: Point in time view as at 20/07/1993.*

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VALID FROM 11/10/1993

SCHEDULE 16

Section 117(2).

SCHEDULE INSERTED AFTER SCHEDULE 6 TO THE HOUSING ACT 1985

**Commencement Information**

**I15** Sch. 16 wholly in force at 11.10.1993 (subject to the transitional provisions and savings in Sch. 1 to 1993/2134) see s. 188(2) and S.I. 1993/2134, art. 4

“SCHEDULE 6A

REDEMPTION OF LANDLORD’S SHARE

*Obligation to redeem landlord’s share in certain circumstances*

- 1 (1) The conveyance or grant shall contain a covenant binding on the secure tenant and his successors in title to make to the landlord, immediately after—
  - (a) the making of a relevant disposal which is not an excluded disposal, or
  - (b) the expiry of the period of one year beginning with a relevant death, (whichever first occurs), a final payment, that is to say, a payment of the amount required to redeem the landlord’s share.
- (2) A disposal is an excluded disposal for the purposes of this paragraph if—
  - (a) it is a further conveyance of the freehold or an assignment of the lease and the person or each of the persons to whom it is made is, or is the spouse of, the person or one of the persons by whom it is made;
  - (b) it is a vesting in a person taking under a will or intestacy; or
  - (c) it is a disposal in pursuance of an order under section 24 of the <sup>M46</sup>Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings) or section 2 of the <sup>M47</sup>Inheritance (Provision for Family and Dependants) Act 1975 (orders as to financial provision to be made from estate),  
and (in any case) an interest to which this paragraph applies subsists immediately after the disposal.
- (3) In this paragraph “relevant death” means the death of a person who immediately before his death was the person or, as the case may be, the last remaining person entitled to an interest to which this paragraph applies.
- (4) A beneficial interest in the dwelling-house is an interest to which this paragraph applies if the person entitled to it is—
  - (a) the secure tenant or, as the case may be, one of the secure tenants, or
  - (b) a qualifying person.

*Status: Point in time view as at 20/07/1993.*

*Changes to legislation: Leasehold Reform, Housing and Urban Development Act 1993 is up to date with all changes known to be in force on or before 11 June 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)*

*Right to redeem landlord's share at any time*

- 2 (1) The conveyance or grant shall include provision entitling the secure tenant and his successors in title to make a final payment at any time.
- (2) The right shall be exercisable by written notice served on the landlord claiming to make a final payment.
- (3) The notice may be withdrawn at any time by written notice served on the landlord.
- (4) If the final payment is not tendered to the landlord before the end of the period of three months beginning with the time when the value of the dwelling-house is agreed or determined in accordance with paragraph 8, the notice claiming to make a final payment shall be deemed to have been withdrawn.

*Value of landlord's share and amount of final payment*

- 3 The value of the landlord's share shall be determined by the formula—  
and the amount required to redeem that share shall be determined by the formula—

*Final discount*

- 4 (1) Where a final payment is made by, or by two or more persons who include—  
 (a) the secure tenant or, as the case may be, one of the secure tenants, or  
 (b) a qualifying person,  
 the person or persons making the payment are entitled, subject to the following provisions of this paragraph and paragraph 5, to a final discount equal to 20 per cent. of the value of the landlord's share.
- (2) Sub-paragraph (1) shall not apply if the final payment is made after the end of the protection period, that is to say, the period of two years beginning with the time when there ceases to be an interest to which this sub-paragraph applies.
- (3) A beneficial interest in the dwelling-house is an interest to which sub-paragraph (2) applies if the person entitled to it is—  
 (a) the secure tenant or, as the case may be, one of the secure tenants, or  
 (b) a qualifying spouse.
- (4) The Secretary of State may by order made with the consent of the Treasury provide that the percentage discount shall be such percentage as may be specified in the order.
- (5) An order under this paragraph—  
 (a) may make different provision with respect to different cases or descriptions of case, including different provision for different areas,  
 (b) may contain such incidental, supplementary or transitional provisions as appear to the Secretary of State necessary or expedient, and  
 (c) shall be made by statutory instrument and shall not be made unless a draft of the order has been laid before and approved by resolution of each House of Parliament.

*Restrictions on and deductions from final discount*

- 5 (1) Except where the Secretary of State so determines, a final discount shall not reduce the total purchase price, that is to say, the aggregate of the initial payment, the final

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payment and any interim payments, below the amount which would be applicable under section 131(1) in respect of the dwelling-house if the relevant time were the time when the value of the dwelling-house is agreed or determined.

- (2) The total discount, that is to say, the aggregate of the initial discount, the final discount and any interim discounts, shall not in any case reduce the total purchase price by more than the sum prescribed for the purposes of section 131(2) at the time when the value of the dwelling-house is agreed or determined.
- (3) If a final payment is made after the end of the first twelve months of the protection period, there shall be deducted from any final discount given by paragraph 4 and the preceding provisions of this paragraph an amount equal to 50 per cent. of that discount.
- (4) There shall be deducted from any final discount given by paragraph 4 and the preceding provisions of this paragraph an amount equal to any previous discount qualifying or, the aggregate of any previous discounts qualifying, under the provisions of section 130.
- (5) A determination under this paragraph may make different provision for different cases or descriptions of case, including different provision for different areas.

*Right to make interim payment at any time*

- 6 (1) The conveyance or grant shall include provision entitling the secure tenant and his successors in title at any time to make to the landlord an interim payment, that is to say, a payment which—
  - (a) is less than the amount required to redeem the landlord's share; but
  - (b) is not less than 10 per cent. of the value of the dwelling-house (agreed or determined in accordance with paragraph 8).
- (2) The right shall be exercisable by written notice served on the landlord, claiming to make an interim payment and stating the amount of the interim payment proposed to be made.
- (3) The notice may be withdrawn at any time by written notice served on the landlord.
- (4) If the interim payment is not tendered to the landlord before the end of the period of three months beginning with the time when the value of the dwelling-house is agreed or determined in accordance with paragraph 8, the notice claiming to make an interim payment shall be deemed to have been withdrawn.

*Landlord's reduced share and interim discount*

- 7 The landlord's share after the making of an interim payment shall be determined by the formula—

the amount of the interim discount shall be determined by the formula—

and the amount of any previous discount which will be recovered by virtue of the making of an interim payment shall be determined by the formula—

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*Value of dwelling-house*

- 8 (1) For the purposes of the final payment or any interim payment, the value of a dwelling-house is the amount which for those purposes—
- (a) is agreed at any time between the parties, or
  - (b) in default of such agreement, is determined at any time by an independent valuer,
- as the amount which, in accordance with this paragraph, is to be taken as its value at that time.
- (2) Subject to sub-paragraph (6), that value shall be taken to be the price which the interest of the secure tenant in the dwelling-house would realise if sold on the open market by a willing vendor—
- (a) on the assumption that the liabilities mentioned in sub-paragraph (3) would be discharged by the vendor, and
  - (b) disregarding the matters specified in sub-paragraph (4).
- (3) The liabilities referred to in sub-paragraph (2)(a) are—
- (a) any mortgages of the interest of the secure tenant,
  - (b) the liability under the covenant required by paragraph 1, and
  - (c) any liability under the covenant required by section 155(3) (repayment of discount on early disposal).
- (4) The matters to be disregarded in pursuance of sub-paragraph (2)(b) are—
- (a) any interests or rights created over the dwelling-house by the secure tenant,
  - (b) any improvements made by the secure tenant or any of the persons mentioned in section 127(4) (certain predecessors as secure tenant), and
  - (c) any failure by the secure tenant or any of those persons—
    - (i) where the dwelling-house is a house, to keep the dwelling-house in good repair (including decorative repair);
    - (ii) where the dwelling-house is a flat, to keep the interior of the dwelling-house in such repair.
- (5) Sub-paragraph (6) applies where, at the time when the value of the dwelling-house is agreed or determined, the dwelling-house—
- (a) has been destroyed or damaged by fire, tempest, flood or any other cause against the risk of which it is normal practice to insure, and
  - (b) has not been fully rebuilt or reinstated.
- (6) That value shall be taken to include the value of such of the following as are applicable, namely—
- (a) any sums paid or falling to be paid to the secure tenant under a relevant policy in so far as they exceed the cost of any rebuilding or reinstatement which has been carried out;
  - (b) any rights of the secure tenant under the covenant implied by paragraph 14(3) of Schedule 6 (covenant to rebuild or reinstate); and
  - (c) any rights of the secure tenant under the covenant implied by paragraph 15(4) of that Schedule (covenant to use best endeavours to secure rebuilding or reinstatement).

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(7) In sub-paragraph (6) “relevant policy” means a policy insuring the secure tenant against the risk of fire, tempest or flood or any other risk against which it is normal practice to insure.

(8) References in this paragraph to the secure tenant include references to his successors in title.

*Costs of independent valuation*

9 The conveyance or grant shall include provision requiring any sums falling to be paid to an independent valuer (whether by way of fees or expenses or otherwise) to be paid by the secure tenant or his successors in title.

*No charges to be made by landlord*

10 A provision of the conveyance or grant is void in so far as it purports to enable the landlord to charge the tenant or his successors in title a sum in respect of or in connection with the making of a final or interim payment.

*Other covenants and provisions*

11 Subject to the provisions of this Schedule, the conveyance or grant may include such covenants and provisions as are reasonable in the circumstances.

*Interpretation*

12 (1) In this Schedule—

“independent valuer” means an independent valuer appointed in pursuance of provisions in that behalf contained in the conveyance or grant;

“protection period” has the meaning given by paragraph 4(2);

“qualifying person” means a qualifying spouse or a qualifying resident.

(2) A person is a qualifying spouse for the purposes of this Schedule if—

(a) he is entitled to a beneficial interest in the dwelling-house immediately after the time when there ceases to be an interest to which this paragraph applies;

(b) he is occupying the dwelling-house as his only or principal home immediately before that time; and

(c) he is the spouse or surviving spouse of the person who immediately before that time was entitled to the interest to which this paragraph applies or, as the case may be, the last remaining such interest, or is the surviving spouse of a person who immediately before his death was entitled to such an interest;

and any reference in this paragraph to the spouse or surviving spouse of a person includes a reference to a former spouse or surviving former spouse of that person.

(3) A person is a qualifying resident for the purposes of this Schedule if—

(a) he is entitled to a beneficial interest in the dwelling-house immediately after the time when there ceases to be an interest to which this paragraph applies;

(b) he is occupying the dwelling-house as his only or principal home immediately before that time;

(c) he has resided throughout the period of twelve months ending with that time—

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- (i) with the person who immediately before that time was entitled to the interest to which this paragraph applies or, as the case may be, the last remaining such interest, or
  - (ii) with two or more persons in succession each of whom was throughout the period of residence with him entitled to such an interest; and
- (d) he is not a qualifying spouse.
- (4) A beneficial interest in the dwelling-house is an interest to which this paragraph applies if the person entitled to it is the secure tenant or, as the case may be, one of the secure tenants.
- (5) References in this Schedule to the secure tenant are references to the secure tenant or tenants to whom the conveyance or grant is made and references to the secure tenant or, as the case may be, one of the secure tenants shall be construed accordingly.
- (6) References in this Schedule to the secure tenant’s successors in title do not include references to any person entitled to a legal charge having priority to the mortgage required by section 151B (mortgage for securing redemption of landlord’s share) or any person whose title derives from such a charge.”

#### Marginal Citations

**M46** 1973 c. 18.

**M47** 1975 c. 63.

VALID FROM 10/11/1993

## SCHEDULE 17

Section 158(2).

### CONSTITUTION OF THE AGENCY

#### Commencement Information

**I16** Sch. 17 wholly in force at 10.11.1993 see s. 188(2) and S.I. 1993/2762, art. 3

*Status: Point in time view as at 20/07/1993.*

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VALID FROM 10/11/1993

SCHEDULE 18

Section 158(2).

FINANCES OF THE AGENCY

**Commencement Information**

**I17** Sch. 18 wholly in force at 10.11.1993 see s. 188(2) and S.I. 1993/2762, art. 3

VALID FROM 10/11/1993

SCHEDULE 19

Section 161(4).

VESTING OF LAND IN THE AGENCY: MODIFICATIONS OF ENACTMENTS

**Commencement Information**

**I18** Sch. 19 wholly in force at 10.11.1993 see s. 188(2) and S.I. 1993/2762, art. 3

VALID FROM 10/11/1993

SCHEDULE 20

Section 169.

THE AGENCY: LAND

**Commencement Information**

**I19** Sch. 20 wholly in force at 10.11.1993 see s. 188(2) and S.I. 1993/2762, art. 3

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SCHEDULE 21

Section 187(1).

MINOR AND CONSEQUENTIAL AMENDMENTS

VALID FROM 01/11/1993

*Land Registration Act 1925 (c. 21)*

- 1 In section 49(1) of the Land Registration Act 1925 (rules to provide for notices of other rights, interests and claims), there shall be added at the end—
- “(k) orders made under section 26(1) or 50(1) of the Leasehold Reform, Housing and Urban Development Act 1993 which in the case of unregistered land may be protected by registration under the Land Charges Act 1972 and which, notwithstanding section 59 of this Act, it may be deemed expedient to protect by notice instead of by caution.”

*Landlord and Tenant Act 1954 (c. 56)*

- 2 In subsection (1) of section 60 of the Landlord and Tenant Act 1954 (special provisions as to premises provided by English Industrial Estates Corporation etc.), for the words “the English Industrial Estates Corporation” there shall be substituted the words “ the Urban Regeneration Agency ”.

PROSPECTIVE

F17 ...

**Textual Amendments**

F17 Sch. 21 para. 3 and cross-heading repealed (1.12.2008) by [Housing and Regeneration Act 2008 \(c. 17\)](#), s. 325(1), [Sch. 16](#); S.I. 2008/3068, art. 5, [Sch.](#) (with arts. 6-13)

F17<sup>3</sup> .....

VALID FROM 02/09/1993

*Leasehold Reform Act 1967 (c. 88)*

PROSPECTIVE

- 4 In subsection (1A) of section 21 of the Leasehold Reform Act 1967 (jurisdiction of leasehold valuation tribunals), for the words from “be” onwards there shall be substituted the words “ comply with any requirements imposed by regulations under subsection (4A)(a) or (b) below ”.



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VALID FROM 01/11/1993

*Land Compensation Act 1973 (c. 26)*

5 After section 12 of the <sup>M65</sup>Land Compensation Act 1973 (tenants entitled to enfranchisement or extension under Leasehold Reform Act 1967) there shall be inserted the following section—

**“12A Tenants participating in collective enfranchisement, or entitled to individual lease extension, under Part I of Leasehold Reform, Housing and Urban Development Act 1993.**

- (1) A tenancy to which subsection (2) or (3) below applies (“a qualifying tenancy”) shall be treated as an owner’s interest as defined in section 2(4) above whether or not the unexpired term on the date of service of the notice of claim is of the length there specified.
- (2) This subsection applies to a tenancy if the tenant, on the relevant date—
  - (a) is in respect of the tenancy a qualifying tenant for the purposes of Chapter I of Part I of the 1993 Act (collective enfranchisement); and
  - (b) by virtue of the tenancy, either—
    - (i) is a participating tenant in relation to a claim to exercise the right to collective enfranchisement under that Chapter; or
    - (ii) is one of the participating tenants on whose behalf the acquisition by the nominee purchaser has been made in pursuance of such a claim.
- (3) This subsection applies to a tenancy if the tenant, on the relevant date and in respect of the tenancy, is a qualifying tenant for the purposes of Chapter II of Part I of the 1993 Act (individual right to acquire new lease) who—
  - (a) has on or before that date given notice under section 42 of that Act (notice by qualifying tenant of claim to exercise right); and
  - (b) has not acquired a new lease before that date.
- (4) If no claim is made in respect of a qualifying tenancy before the claimant has ceased to be entitled to it in consequence of a lease being granted to him by the nominee purchaser or, as the case may be, under Chapter II of Part I of the 1993 Act, the claimant may make a claim in respect of the qualifying tenancy as if he were still entitled to it.
- (5) No claim shall be made by virtue of subsection (4) above after the claimant has ceased to be entitled to the lease referred to in that subsection, but such a claim may be made before the first claim day if it is made before the claimant has disposed of that lease and after he has made a contract for disposing of it.
- (6) Compensation shall not be payable before the first claim day on any claim made by virtue of subsection (5) above.
- (7) Any notice of a claim made by virtue of this section shall contain, in addition to the matters mentioned in section 3 above, a statement that it

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is made in respect of a qualifying tenancy as defined in this section and, if made by virtue of subsection (4) or (5) above, sufficient particulars to show that it falls within that subsection.

(8) In relation to a claim made by virtue of subsection (4) above, section 4(4)(a) above shall have effect as if the reference to the date of service of notice of the claim were a reference to the relevant date.

(9) In this section—

- (a) “the 1993 Act” means the Leasehold Reform, Housing and Urban Development Act 1993; and
- (b) “participating tenant”, “nominee purchaser” and “the acquisition by the nominee purchaser” shall be construed in accordance with sections 14, 15 and 38(2) of that Act respectively.”

#### Marginal Citations

M65 1967 c. 88.

PROSPECTIVE

#### *Local Government Act 1974 (c. 7)*

- 6 (1) In subsection (1) of section 25 of the Local Government Act 1974 (authorities subject to investigation), after paragraph (be) there shall be inserted the following paragraph—
- “(bf) the Urban Regeneration Agency;”.
- (2) In subsection (7) of section 26 of that Act (matters subject to investigation) after paragraph (b) there shall be inserted the following paragraph—
- “(ba) where the complaint relates to the Urban Regeneration Agency, any designated area within the meaning of Part III of the Leasehold Reform, Housing and Urban Development Act 1993;”.
- (3) In Schedule 5 to that Act (matters not subject to investigation) after paragraph 7 there shall be inserted the following paragraph—
- “8 Action taken by the Urban Regeneration Agency which is not action in connection with functions in relation to town and country planning.”

VALID FROM 02/09/1993

#### *Rent Act 1977 (c. 42)*

- 7 In subsection (1)(b) of section 74 of the Rent Act 1977 (regulations), for the words from “by rent officers” onwards there shall be substituted the words—
- “(i) by rent officers under this Act; and
  - (ii) by rent assessment committees whether under this Act or otherwise; and”.

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PROSPECTIVE

*Derelict Land Act 1982 (c. 42)*

- 8 In subsection (5) of section 1 of the Derelict Land Act 1982 (powers of Secretary of State), in the definition of “ the prescribed percentage ”, for paragraphs (b) and (c) there shall be substituted the following paragraph—
- “(b) in any other case, 80 per cent. or such other percentage as may be prescribed by order made by the Secretary of State with the consent of the Treasury.”

VALID FROM 01/11/1993

*National Heritage Act 1983 (c. 47)*

- 9 After subsection (2A) of section 33 of the National Heritage Act 1983 (general functions of the Historic Buildings and Monuments Commission for England) there shall be inserted the following subsection—
- “(2B) In relation to England, the Commission may make, or join in the making of, applications under section 73(1) of the Leasehold Reform, Housing and Urban Development Act 1993, and may exercise, or participate in the exercise of, any rights or powers conferred by a scheme approved under section 70 of that Act.”

VALID FROM 11/10/1993

*Housing Act 1985 (c. 68)*

- 10 In subsection (3) of section 101 of the Housing Act 1985 (rent not to be increased on account of tenant’s improvements), for paragraph (a) there shall be substituted the following paragraph—
- “(a) a person in whom the tenancy was vested, or to whom the tenancy was disposed of, under section 89 (succession to periodic tenancy) or section 90 (devolution of term certain) on the death of the tenant or in the course of the administration of his estate;”.
- 11 In subsection (2) of section 130 of that Act (reduction of discount where previous discount given), after paragraph (aa) there shall be inserted the following paragraph—
- “(ab) in pursuance of the provision required by paragraphs 3 to 5 or paragraph 7 of Schedule 6A (redemption of landlord’s share), or”.
- 12 For subsection (3) of section 140 of that Act (landlord’s first notice to complete) there shall be substituted the following subsection—
- “(3) A notice under this section shall not be served earlier than twelve months after—
- (a) the service of the landlord’s notice under section 125 (notice of purchase price and other matters), or

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- (b) where a notice has been served under section 146 (landlord's notice admitting or denying right to acquire on rent to mortgage terms), the service of that notice."
- 13 (1) Immediately before section 153A of that Act (tenant's notices of delay) there shall be inserted the following italic cross heading—
- “ Tenant's sanction for landlord's delays ”.*
- (2) In subsection (1) of that section—
- (a) in paragraph (e), for the words “right to be granted a shared ownership lease” there shall be substituted the words “ right to acquire on rent to mortgage terms ”; and
- (b) for the words “any of the cases in paragraphs (a) to (d)” there shall be substituted the words “ either of the cases in paragraphs (a) and (b) ”.
- (3) In subsection (3) of that section—
- (a) for the words “right to be granted a shared ownership lease” there shall be substituted the words “ right to acquire on rent to mortgage terms ”;
- (b) for the words “any of the cases in paragraphs (a) to (d)” there shall be substituted the words “ either of the cases in paragraphs (a) and (b) ”; and
- (c) for the words “section 125, section 146 or section 147” there shall be substituted the words “ or section 125 ”.
- 14 (1) In subsection (1) of section 153B of that Act (payments of rent attributable to purchase price etc.), for the words “right to be granted a shared ownership lease” there shall be substituted the words “ right to acquire on rent to mortgage terms ”.
- (2) In subsection (2) of that section, for the words “any of paragraphs (c) to (e)” there shall be substituted the words “ paragraph (d) or (e) ”.
- (3) In subsection (3) of that section, for the words “the tenant's initial contribution for the grant of a shared ownership lease” there shall be substituted the words “ the tenant's initial payment ”.
- 15 In subsection (2) of section 158 of that Act (consideration for reconveyance or surrender under section 157), after paragraph (a) there shall be inserted the following paragraph—
- “(aa) any covenant required by paragraph 1 of Schedule 6A (obligation to redeem landlord's share where conveyance or grant executed in pursuance of right to acquire on rent to mortgage terms), and”.
- 16 (1) In subsection (1) of section 164 of that Act (Secretary of State's general power to intervene), for the words “right to be granted a shared ownership lease” there shall be substituted the words “ right to acquire on rent to mortgage terms ”.
- (2) In subsection (4) of that section, for the words “the right to a mortgage or the right to be granted a shared ownership lease” there shall be substituted the words “ or the right to acquire on rent to mortgage terms ”.
- (3) In subsection (5) of that section, for the words “the right to a mortgage and the right to be granted a shared ownership lease” there shall be substituted the words “ and the right to acquire on rent to mortgage terms ”.

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- 17 In subsection (1) of section 167 of that Act (power to give directions as to covenants and conditions), after paragraph (b) there shall be inserted the words “or
- (c) in the case of conveyances or grants executed in pursuance of the right to acquire on rent to mortgage terms, the conveyances or grants would not conform with Schedule 6A.”.
- 18 In subsection (2) of section 170 of that Act (power to give assistance in connection with legal proceedings), for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.
- 19 In subsection (2) of section 171C of that Act (modifications of Part V in relation to preserved right), for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.
- 20 (1) In subsection (2) of section 177 of that Act (errors and omissions in notices), for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.
- (2) In subsection (3) of that section, for the entries relating to section 147 and paragraph 1(3) of Schedule 8 there shall be substituted the following entry—
- “ section 146 (landlord’s notice admitting or denying right to acquire on rent to mortgage terms). ”
- 21 For section 178 of that Act there shall be substituted the following section—
- “178 Costs.**
- An agreement between the landlord and a tenant claiming to exercise—
- (a) the right to buy,
- (b) the right to acquire on rent to mortgage terms, or
- (c) any such right as is mentioned in paragraph 2(1) or 6(1) of Schedule 6A (redemption of landlord’s share: right to make final or interim payment),
- is void in so far as it purports to oblige the tenant to bear any part of the costs incurred by the landlord in connection with the tenant’s exercise of that right.”
- 22 In subsection (1) of section 179 of that Act (provisions restricting right to buy etc. of no effect), for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.
- 23 In subsection (1) of section 181 of that Act (jurisdiction of county court), for the words “a shared ownership lease granted in pursuance of this Part” there shall be substituted the words “a conveyance or grant executed in pursuance of the right to acquire on rent to mortgage terms”.
- 24 (1) In subsection (2) of section 184 of that Act (land let with or used for purposes of dwelling-house), for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.
- (2) In subsection (3) of that section, for the words “right to be granted a shared ownership lease” there shall be substituted the words “right to acquire on rent to mortgage terms”.

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25	In section 188 of that Act (index of defined expressions: Part V), at the appropriate places in alphabetical order there shall be inserted the following entries—		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“district valuer</td> <td style="width: 50%; padding: 2px 10px;">section 622”</td> </tr> </table>	“district valuer	section 622”
“district valuer	section 622”		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“final payment</td> <td style="width: 50%; padding: 2px 10px;">paragraph 1 of Schedule 6A”</td> </tr> </table>	“final payment	paragraph 1 of Schedule 6A”
“final payment	paragraph 1 of Schedule 6A”		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“initial payment and interim payment</td> <td style="width: 50%; padding: 2px 10px;">section 143B and paragraph 6 of Schedule 6A”</td> </tr> </table>	“initial payment and interim payment	section 143B and paragraph 6 of Schedule 6A”
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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“landlord’s share</td> <td style="width: 50%; padding: 2px 10px;">section 148 and paragraph 7 of Schedule 6A”</td> </tr> </table>	“landlord’s share	section 148 and paragraph 7 of Schedule 6A”
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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“minimum initial payment and maximum initial payment</td> <td style="width: 50%; padding: 2px 10px;">section 143B”</td> </tr> </table>	“minimum initial payment and maximum initial payment	section 143B”
“minimum initial payment and maximum initial payment	section 143B”		
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“prescribed</td> <td style="width: 50%; padding: 2px 10px;">section 614”</td> </tr> </table>	“prescribed	section 614”
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	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 2px 10px;">“right to acquire on rent to mortgage terms</td> <td style="width: 50%; padding: 2px 10px;">section 143”.</td> </tr> </table>	“right to acquire on rent to mortgage terms	section 143”.
“right to acquire on rent to mortgage terms	section 143”.		

VALID FROM 02/09/1993

*Landlord and Tenant Act 1987 (c. 31)*

VALID FROM 01/11/1993

- |    |  |
|----|--|
| 26 | In subsection (2) of section 4 of the Landlord and Tenant Act 1987 (relevant disposals), after paragraph (d) there shall be inserted the following paragraph—<br><div style="margin-left: 20px;">“(da) a disposal of any freehold or leasehold interest in pursuance of Chapter I of Part I of the Leasehold Reform, Housing and Urban Development Act 1993;”.</div> |
| 27 | In subsection (2) of section 13 of that Act (determination by rent assessment committees of questions relating to purchase notices), for the words from “be” to “particulars,” there shall be substituted the words “ comply with such requirements (if any) as to the form of, or the particulars to be contained in, any such application ”.                       |

*Status: Point in time view as at 20/07/1993.*

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PROSPECTIVE

*Town and Country Planning Act 1990 (c. 8)*

28 In subsection (5)(a) of section 1 of the Town and Country Planning Act 1990 (subsections (1) to (4) of that section have effect subject to sections 5 to 8), for “8” there shall be substituted “ 8A ”.

29 After section 8 of that Act (local planning authority in housing action area) there shall be inserted the following section—

**“8A The Urban Regeneration Agency.**

(1) Where a designation order under section 170 of the Leasehold Reform, Housing and Urban Development Act 1993 (power to make designation orders) makes such provision as is mentioned in subsection (1) of section 171 of that Act (Agency as local planning authority), the Urban Regeneration Agency shall be the local planning authority for such area as may be specified in the order in place of any authority who would otherwise be the local planning authority for that area for such purposes and in relation to such kinds of development as may be so specified.

(2) Where such an order makes such provision as is mentioned in subsection (3)(a) of section 171 of that Act, the Urban Regeneration Agency shall have the functions specified in the order for such area as may be so specified in place of any authority (except the Secretary of State) who would otherwise have them in that area.”

VALID FROM 01/11/1993

*Planning (Listed Buildings and Conservation Areas) Act 1990 (c. 9)*

30 (1) In subsection (1) of section 72 of the Planning (Listed Buildings and Conservation Areas) Act 1990 (general duty as respects conservation areas in exercise of planning functions), for the words “powers under” there shall be substituted the words “ functions under or by virtue of ”.

(2) In subsection (2) of that section there shall be added at the end “ and sections 70 and 73 of the Leasehold Reform, Housing and Urban Development Act 1993 ”.

PROSPECTIVE

31 In paragraphs 2 and 4 of Schedule 4 to that Act (further provisions as to exercise of functions by different authorities), for the words “and 8” there shall be substituted the words “ 8 and 8A ”.

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PROSPECTIVE

F18  
...

#### Textual Amendments

**F18** Sch. 21 para. 32 and cross-heading repealed (1.12.2008) by [Housing and Regeneration Act 2008 \(c. 17\)](#), s. 325(1), [Sch. 16](#); S.I. 2008/3068, art. 5, Sch. (with arts. 6-13)

F18<sup>32</sup> .....

## SCHEDULE 22

Section 187(2).

### REPEALS

#### Extent Information

**E2** Sch. 22 does not extend to Northern Ireland except for the repeals in the [House of Commons Disqualification Act 1975 \(c. 24, SIF 89\)](#) and the [Northern Ireland Assembly Disqualification Act 1975 \(c. 25, SIF 29:3\)](#) see [s. 188\(7\)](#).

#### Commencement Information

**I20** Sch. 22 partly in force; Sch. 22 partly in force at Royal Assent see [s. 188\(2\)](#); Sch. 22 partly in force at 2.9.1993, 27.9.1993, 11.10.1993, 1.11.1993 and 10.11.1993 in so far as it relates to certain repeals (and subject to the transitional provisions and savings in Sch. 1 to [S.I. 1993/2134](#)) by [S.I. 1993/2134](#), arts. 3-5, [Schs. 1,2](#); [S.I. 1993/2163](#), art. 2, [Sch. 1](#); [S.I. 1993/2762](#), art. 3; [S.I. 1994/935](#), art. 3

Chapter	Short title	Extent of repeal
9 & 10 Eliz. 2. c. 33.	The Land Compensation Act 1961.	In section 23(3), the word “or” at the end of paragraph (b).
1975 c. 24.	The House of Commons Disqualification Act 1975.	In Schedule 1, in Part II, the entry relating to the English Industrial Estates Corporation.
1975 c. 25.	The Northern Ireland Assembly Disqualification Act 1975.	In Schedule 1, in Part II, the entry beginning “The Industrial Estates Corporations”.
1980 c. 51.	The Housing Act 1980.	In section 141, “3,”. In Schedule 21, paragraph 3.
1980 c. 65.	The Local Government, Planning and Land Act 1980.	Section 99A(2).



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		Section 165(3).
1981 c. 13.	The English Industrial Estates Corporation Act 1981.	The whole Act.
1982 c. 52.	The Industrial Development Act 1982.	In section 15(1), paragraph (d) and the word “and” immediately preceding it.  In Part II of Schedule 2, paragraph 17.
1983 c. 29.	The Miscellaneous Financial Provisions Act 1983.	In Schedule 2, the entry relating to the English Industrial Estates Corporation Act 1981.
1985 c. 25.	The Industrial Development Act 1985.	Sections 1 to 4.
1985 c. 68.	The Housing Act 1985.	Section 6(2). Section 27C. Section 124(3). Section 128(6). Sections 132 to 135. In section 137, in subsection (1), the words “or the right to a mortgage” and, in subsection (2), paragraph (b). In section 138(1), the words “and to the amount to be left outstanding or advanced on the security of the dwelling-house”. Section 139(3). In section 140(5), the words “and to the amount to be left outstanding or advanced on the security of the dwelling-house”. Section 142. In section 153A(1), paragraphs (c) and (d). In section 153B(1), paragraph (c). Section 164(6). Section 166(6).

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In section 169(3), paragraph (b) and the word “and” immediately preceding that paragraph.

In section 171C(2), paragraph (b).

In section 171H, in subsection (1), the words “or the right to a mortgage” and, in subsection (2), paragraph (b).

In section 177, in subsection (2)(b) the words “or the Corporation” and in subsection (3), the entries relating to section 135 and paragraph 5 of Schedule 9.

In section 180, the words “the Corporation” and “Corporation”.

In section 181(1), the words “and paragraph 11 of Schedule 8”.

In section 182(1), the words “or the right to a mortgage”.

In section 187, the definition of “total share”.

In section 188, the entries beginning “additional share and additional contribution”, “effective discount”, “full mortgage”, “initial share and initial contribution”, “prescribed percentage”, “right to be granted a shared ownership lease”, “right to further advances”, “right to a mortgage” and “total share”.

In Schedule 6, in paragraphs 16B(4) and 16C(4), paragraph (c) and the word “and” immediately preceding that paragraph.

Schedules 7 to 9.

1985 c. 71.

The Housing (Consequential Provisions) Act 1985.

In section 6(3), “12”.

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		In Schedule 2, paragraph 12.
1986 c. 63.	The Housing and Planning Act 1986.	In Schedule 5, paragraph 5.
1987 c. 26.	The Housing (Scotland) Act 1987.	In section 17, in subsection (1), the words “and exercised by”.
		In section 61, in subsection (10)(b), subparagraphs (i) and (ii).
		In section 62, in subsection (3)(b), the words “continuous” and “immediately”.
1987 c. 31.	The Landlord and Tenant Act 1987.	Section 25(3).
		In section 29(2), the words from “and (c)” onwards.
1988 c. 50.	The Housing Act 1988.	Section 41(1).
		In section 69(2), the words from “on grounds” onwards.
		In section 79(2)(b), the words “in accordance with section 84 below”.
		In Schedule 9, paragraph 12(2).
1989 c. 42.	The Local Government and Housing Act 1989.	In section 80(1), the words from “and for any year” onwards.
		Section 164.
		In Schedule 11, paragraph 51.
1990 c. 11.	The Planning (Consequential Provisions) Act 1990.	In Schedule 2, paragraph 47.

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