



# Landlord and Tenant (Covenants) Act 1995

## 1995 CHAPTER 30

### *Transmission of covenants*

#### **3 Transmission of benefit and burden of covenants**

- (1) The benefit and burden of all landlord and tenant covenants of a tenancy—
  - (a) shall be annexed and incident to the whole, and to each and every part, of the premises demised by the tenancy and of the reversion in them, and
  - (b) shall in accordance with this section pass on an assignment of the whole or any part of those premises or of the reversion in them.
- (2) Where the assignment is by the tenant under the tenancy, then as from the assignment the assignee—
  - (a) becomes bound by the tenant covenants of the tenancy except to the extent that—
    - (i) immediately before the assignment they did not bind the assignor, or
    - (ii) they fall to be complied with in relation to any demised premises not comprised in the assignment; and
  - (b) becomes entitled to the benefit of the landlord covenants of the tenancy except to the extent that they fall to be complied with in relation to any such premises.
- (3) Where the assignment is by the landlord under the tenancy, then as from the assignment the assignee—
  - (a) becomes bound by the landlord covenants of the tenancy except to the extent that—
    - (i) immediately before the assignment they did not bind the assignor, or
    - (ii) they fall to be complied with in relation to any demised premises not comprised in the assignment; and
  - (b) becomes entitled to the benefit of the tenant covenants of the tenancy except to the extent that they fall to be complied with in relation to any such premises.

- (4) In determining for the purposes of subsection (2) or (3) whether any covenant bound the assignor immediately before the assignment, any waiver or release of the covenant which (in whatever terms) is expressed to be personal to the assignor shall be disregarded.
- (5) Any landlord or tenant covenant of a tenancy which is restrictive of the user of land shall, as well as being capable of enforcement against an assignee, be capable of being enforced against any other person who is the owner or occupier of any demised premises to which the covenant relates, even though there is no express provision in the tenancy to that effect.
- (6) Nothing in this section shall operate—
- (a) in the case of a covenant which (in whatever terms) is expressed to be personal to any person, to make the covenant enforceable by or (as the case may be) against any other person; or
  - (b) to make a covenant enforceable against any person if, apart from this section, it would not be enforceable against him by reason of its not having been registered under the Land Registration Act 1925 or the Land Charges Act 1972.
- (7) To the extent that there remains in force any rule of law by virtue of which the burden of a covenant whose subject matter is not in existence at the time when it is made does not run with the land affected unless the covenantor covenants on behalf of himself and his assigns, that rule of law is hereby abolished in relation to tenancies.