



Landlord and Tenant Act 1954

1954 CHAPTER 56 2 and 3 Eliz 2

PART I **E+W**

SECURITY OF TENURE FOR RESIDENTIAL TENANTS

Statutory tenancies arising under Part I

6 **Application of Rent Acts where tenant retains possession.** **E+W**

- (1) Where a tenancy is terminated by a landlord's notice proposing a statutory tenancy [^{F1}the Rent Act shall apply], subject as hereinafter provided, as if the tenancy (hereinafter referred to as "the former tenancy")—
 - (a) had been a tenancy of the dwelling-house, as hereinafter defined, and
 - [^{F2}(b) had not been a tenancy at a low rent and, except as regards the duration of the tenancy and the amount of the rent, had been a tenancy on the terms agreed or determined in accordance with the next following section and no other terms.]
- (2) The [^{F1}Rent Act] shall not apply as aforesaid, if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy, unless the tenant has elected to retain possession.
- (3) In this Part of this Act the expression "the dwelling-house" means the premises agreed between the landlord and the tenant or determined by the court,—
 - (a) if the agreement or determination is made on or after the term date of the former tenancy, to be the premises which as respects that tenancy are the premises qualifying for protection,
 - (b) if the agreement or determination is made before the term date of the former tenancy, to be the premises which are likely to be the premises qualifying for protection.

(4) F3

(5) F4

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Textual Amendments

- F1** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))
- F2** [S. 6\(1\)\(b\)](#) substituted by [Leasehold Reform Act 1967 \(c. 88\)](#), s. 39(2), [Sch. 5 para. 3\(1\)\(a\)](#)
- F3** [Ss. 6\(4\), 9\(5\)](#) repealed by [Leasehold Reform Act 1967 \(c. 88\)](#), [Sch. 5](#), [Sch. 7 Pt. I](#)
- F4** [Ss. 6\(5\), 11](#) repealed by [Rent Act 1957 \(c. 25\)](#), [Sch. 8 Pt. I](#)

7 Settlement of terms of statutory tenancy. E+W

- (1) The . . . ^{F5} terms on which the tenant and any successor to his statutory tenancy may retain possession of the dwelling-house during that period, [^{F6}other than the amount of the rent] shall be such as may be agreed between the landlord and the tenant or determined by the court . . . ^{F5}
- (2) A landlord's notice proposing a statutory tenancy and anything done in pursuance thereof shall cease to have effect if by the beginning of the period of two months ending with the date of termination specified in the notice any of the following matters, that is to say,—
- (a) what premises are to constitute the dwelling-house;
 - (b) [^{F7}as regards the rent] of the dwelling-house during the period of the statutory tenancy, the intervals at which instalments of that rent are to be payable, and whether they are to be payable in advance or in arrear;
 - (c) whether any, and if so what, initial repairs (as defined in the next following section) are to be carried out on the dwelling-house;
 - (d) whether initial repairs to be so carried out are to be carried out by the landlord or by the tenant, or which of them are to be carried out by the landlord and which by the tenant; and
 - (e) the matters required by the next following section to be agreed or determined in relation to repairs before the beginning of the period of the statutory tenancy,

has not been agreed between the landlord and the tenant and no application has been made by the beginning of the said period of two months for the determination by the court of such of those matters as have not been agreed:

Provided that this subsection shall not have effect if at the end of the period of two months after the service of the landlord's notice the qualifying condition was not fulfilled as respects the tenancy unless the tenant has elected to retain possession.

- (3) In paragraph (a) of subsection (3) of section four of this Act, the expression “proposals for a statutory tenancy” means [^{F6}proposals as to the rent of the dwelling-house during the period of the statutory tenancy] proposals as to the matters specified in paragraphs (b) to (e) of the last foregoing subsection, and such other proposals (if any) as to the terms mentioned in subsection (1) of this section as the landlord may include in his notice.
- (4) Any such proposals—
- (a) shall be made, and be expressed to be made, on the assumption that the dwelling-house will be the premises specified in the landlord's notice in accordance with subsection (3) of section four of this Act;

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- (b) shall not be treated as failing to satisfy the requirements of the said subsection (3) by reason only of a difference between the premises to which the proposals relate and the premises subsequently agreed or determined to be the dwelling-house,
- and in the event of any such difference the landlord shall not be bound by his proposals notwithstanding that they may have been accepted by the tenant.
- (5) An application for securing a determination by the court in accordance with the foregoing provisions of this section shall be made by the landlord, and—
- (a) shall be made during the currency of the landlord’s notice proposing a statutory tenancy and not earlier than two months after the giving thereof, so however that if the tenant has elected to retain possession it may be made at a time not earlier than one month after the giving of the notice;
- (b) subject to the provisions of the last foregoing subsection, shall not be made for the determination of any matter as to which agreement has already been reached between the landlord and the tenant.
- (6) In this Part of this Act the expression “the period of the statutory tenancy” means the period beginning with the coming to an end of the former tenancy and ending with the earliest date by which the tenant, and any successor to his statutory tenancy, have ceased to retain possession of the dwelling-house by virtue of the [^{F8}Rent Act].

Textual Amendments

- F5** Words repealed by [Rent Act 1957 \(c. 25\)](#), [Sch. 8 Pt. I](#)
- F6** Words inserted by [Leasehold Reform Act 1967 \(c. 88\)](#), s. 39(2), [Sch. 5 para. 3\(1\)\(b\)](#)
- F7** Words substituted by [Leasehold Reform Act 1967 \(c. 88\)](#), s. 39(2), [Sch. 5 para. 3\(1\)\(b\)](#)
- F8** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))

Modifications etc. (not altering text)

- C1** [S. 7\(2\)](#) modified (1.11.1993) by 1993 c. 28, s. 42, [Sch. 12 Pt. I para. 2\(6\)](#); S.I. 1993/2134, [art. 5](#)

8 Provisions as to repairs during period of statutory tenancy. **E+W**

- (1) Where it is agreed between the landlord and the tenant, or determined by the court, that the terms mentioned in subsection (1) of the last foregoing section shall include the carrying out of specified repairs (hereinafter referred to as “initial repairs”), and any of the initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the landlord shall be entitled to a payment (hereinafter referred to as a “payment for accrued tenant’s repairs”) of an amount equal to the cost reasonably incurred by the landlord in ascertaining what repairs are required as aforesaid and in carrying out such of the initial repairs as are so required and as respects which it has been agreed or determined as aforesaid that they are to be carried out by the landlord, excluding any part of that cost which is recoverable by the landlord otherwise than from the tenant or his predecessor in title.
- (2) A payment for accrued tenant’s repairs may be made either by instalments or otherwise, as may be agreed or determined as aforesaid; and the provisions of the First Schedule to this Act shall have effect as to the time for, and method of, recovery of such payments, the persons from whom they are to be recoverable, and otherwise in relation thereto.

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- (3) The obligations of the landlord and the tenant as respects the repair of the dwelling-house during the period of the statutory tenancy shall, subject to the foregoing provisions of this section, be such as may be agreed between them or as may be determined by the court.
- (4) The matters referred to in paragraph (e) of subsection (2) of the last foregoing section are;
 - (a) which of the initial repairs (if any) are required in consequence of failure by the tenant to fulfill his obligations under the former tenancy and, where there are any initial repairs so required, the amount to be included in the payment for accrued tenant’s repairs in respect of the cost incurred by the landlord in ascertaining what initial repairs are so required;
 - (b) the estimated cost of the repairs so required, in so far as they are to be carried out by the landlord;
 - (c) whether any payment for accrued tenant’s repairs is to be payable by instalments or otherwise, and if by instalments the amount of each instalment (subject to any necessary reduction of the last), the time at which the first is to be payable and the frequency of the instalments;
 - (d) whether there are to be any, and if so what, obligations as respects the repair of the dwelling-house during the period of the statutory tenancy, other than the execution of initial repairs.
- (5) The provisions of the Second Schedule to this Act shall have effect as respects cases where the landlord or the tenant fails to carry out initial repairs, as to the cost of carrying out such repairs in certain cases and as to the making of a record, where required by the landlord or by the tenant, of the state of repair of the dwelling-house.

9 Principles to be observed in determining terms of statutory tenancy as to repairs and rent. E+W

- (1) Where it falls to the court to determine what initial repairs (if any) should be carried out by the landlord, the court shall not, except with the consent of the landlord and the tenant, require the carrying out of initial repairs in excess of what is required to bring the dwelling-house into good repair or the carrying out of any repairs not specified by the landlord in his application as repairs which he is willing to carry out.
- (2) In the last foregoing subsection the expression “good repair” means good repair as respects both structure and decoration, having regard to the age, character and locality of the dwelling-house.
- (3) Notwithstanding anything in subsection (1) of section seven of this Act, the court shall not have power to determine that any initial repairs shall be carried out by the tenant except with his consent.
- (4) Any obligations imposed by the court under this Part of this Act as to keeping the dwelling-house in repair during the period of the statutory tenancy shall not be such as to require the dwelling-house to be kept in a better state of repair than the state which may be expected to subsist after the completion of any initial repairs to be carried out or, in the absence of any agreement or determination requiring the carrying out of initial repairs, in a better state of repair than the state subsisting at the time of the court’s determination of what obligations are to be imposed.
- (5)

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Textual Amendments

F9 Ss. 6(4), 9(5) repealed by [Leasehold Reform Act 1967 \(c. 88\)](#), [Sch. 5](#), [Sch. 7 Pt. I](#)

10 Provisions as to liabilities under tenant’s covenants in former lease. E+W

(1) If on the termination of the former tenancy the tenant retains possession of the dwelling-house by virtue of section six of this Act, any liability, whether of the tenant or of any predecessor in title of his, arising under the terms of the former tenancy shall be extinguished:

Provided that this subsection shall not affect any liability—

(a) for failure to pay rent or rates or to insure or keep insured, or

(b) in respect of the use of any premises for immoral or illegal purposes,

or any liability under the terms of the former tenancy in so far as those terms related to property other than the dwelling-house.

(2) During the period of the statutory tenancy no order shall be made for the recovery of possession of the dwelling-house from the tenant [^{F10}in any of the circumstances specified in Cases 1 to 3 in [^{F11}Schedule 15] to the Rent Act] (which relate to the recovery of possession where an obligation of the tenancy has been broken or where certain specified acts or defaults have been committed) by reason only of any act or default which occurred before the date of termination of the former tenancy.

Textual Amendments

F10 Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))

F11 Words substituted by [Rent Act 1977 \(c. 42\)](#), s. 155(2), [Sch. 23 para. 14](#)

11 ^{F12} E+W

Textual Amendments

F12 Ss. 6(5), 11 repealed by [Rent Act 1957 \(c. 25\)](#), [Sch. 8 Pt. I](#)

Changes to legislation:

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

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

- s. 34(5) inserted by [2022 c. 46 s. 61\(5\)](#)
- s. 34A inserted by [2022 c. 46 s. 61\(2\)](#)
- s. 34B34C inserted by [2022 c. 46 s. 63](#)
- s. 63(2A)-(2C) inserted by [2022 c. 46 s. 65](#)