

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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

FIFTH SCHEDULE

Section 21.

PROVISIONS FOR PURPOSES OF PART I WHERE IMMEDIATE LANDLORD IS NOT THE FREEHOLDER

Modifications etc. (not altering text)

- C1** Sch. 5 applied with modifications by [Local Government and Housing Act 1989 \(c. 42, SIF 75:1\)](#), s. 186, Sch. 10 paras. 19(3), 21, 22

Definitions

- 1 (1) In this Schedule the following expressions have the meanings hereby assigned to them in relation to a tenancy (in this Schedule referred to as “the relevant tenancy”), that is to say:—
- “the competent landlord” means the person who in relation to the relevant tenancy is for the time being the landlord (as defined by section twenty-one of this Act) for the purposes of Part I of this Act;
- “mesne landlord” means a tenant whose interest is intermediate between the relevant tenancy and the interest of the competent landlord; and
- “superior landlord”, except in paragraph 9 of this Schedule, means a person (whether the owner of the fee simple or a tenant) whose interest is superior to the interest of the competent landlord.
- (2) References in this Schedule to “other landlords” are references to persons who are either mesne landlords or superior landlords.

Acts of competent landlord binding on other landlords

- 2 Any notice given by the competent landlord under subsection (1) of section four of this Act, any agreement made under Part I of this Act between that landlord and the tenant under the relevant tenancy, and any determination of the court under the said Part I in proceedings between that landlord and that tenant, shall bind the interest of every other landlord (if any).

Provisions as to consent of other landlords to acts of competent landlord

- 3 (1) Where in the four next following paragraphs reference is made to other landlords or to mesne landlords, the reference shall be taken not to include a mesne landlord whose interest is due to expire within the period of two months beginning with the relevant date or is terminable within that period by notice to quit given by his landlord.
- (2) In this paragraph the expression “the relevant date” means—
- (a) if the term date of the relevant tenancy has not passed, that date;

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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)

- (b) if that date has passed, and no notice has been given under subsection (1) of section four of this Act to terminate the relevant tenancy, the earliest date at which that tenancy could be brought to an end by such a notice;
- (c) if such a notice has been given, the date of termination specified in the notice.
- 4 (1) If a notice is given by the competent landlord under subsection (1) of section four of this Act, or an agreement under Part I of this Act is made with the tenant by that landlord, without the written consent of every other landlord (if any), any other landlord whose written consent has not been given thereto shall, subject to the next following paragraph, be entitled to compensation from the competent landlord for any loss arising in consequence of the giving of the notice or the making of the agreement.
- (2) The amount of any compensation under this paragraph shall, in default of agreement, be determined by the court on the application of the person claiming it.
- 5 The competent landlord may serve on any other landlord a notice in the prescribed form requiring him to consent to the giving or making of any such notice or agreement as aforesaid; and if within one month after the service of a notice under this paragraph—
- (a) the consent has not been given, or
- (b) conditions have been imposed on the giving of the consent which are in the opinion of the court unreasonable in all the circumstances,
- the court, on an application by the competent landlord, may if it thinks fit order that the other landlord shall be deemed to have consented, either without qualification or subject to such conditions (including conditions as to the modification of the proposed notice or agreement or as to the payment of compensation by the competent landlord) as may be specified in the order.
- 6 (1) It may be made a condition either—
- (a) of the giving of consent by a person whose consent is required under paragraph 4 of this Schedule, or
- (b) of the making of an order under the last foregoing paragraph, that the initial repairs which the competent landlord will agree to carry out, or which, as the case may be, he will specify in accordance with subsection (1) of section nine of this Act as repairs which he is willing to carry out, shall include such repairs as may be specified in the consent or order.
- (2) In so far as any cost reasonably incurred by the competent landlord in carrying out repairs specified in accordance with the last foregoing sub-paragraph is not recovered by way of payment for accrued tenant's repairs and is not recoverable (apart from this sub-paragraph) otherwise than by way of such payment, it shall be recoverable by the competent landlord from the person whose consent was or is deemed to have been given subject to the condition or (if he is dead) from his personal representatives as a debt due from him at the time of his death.
- 7 (1) Where under Part I of this Act the competent landlord is required by an agreement, or by a determination of the court, to carry out initial repairs to any premises, he may serve on any mesne landlord a notice requiring him to pay to the competent landlord a contribution towards the cost reasonably incurred by the competent landlord in carrying out those repairs, if and in so far as that cost is not recovered by way of payment for accrued tenant's repairs and is not recoverable (apart from this sub-paragraph) otherwise than by way of such payment.

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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)

- (2) Where a notice has been served under the last foregoing sub-paragraph, then in default of agreement between the competent landlord and the mesne landlord on whom the notice was served the court may order the mesne landlord to pay such a contribution as aforesaid.
- (3) A contribution ordered under this paragraph shall be such as the court determines to be reasonable having regard to the difference between the rent under the relevant tenancy and the rent which, if the tenant retains possession, will be recoverable . . .^{F1}, during the period of the statutory tenancy.

Textual Amendments

F1 Words repealed by [Leasehold Reform Act 1967 \(c. 88\)](#), Sch. 5, [Sch. 7 Pt. I](#)

Failure of competent landlord to carry out initial repairs

- 8
- Where, in consequence of the failure of the competent landlord to carry out initial repairs, the amount of any payment of rent is reduced under paragraph 1 of the Second Schedule to this Act, and the competent landlord is not the immediate landlord of the tenant, the person who is for the time being the immediate landlord shall be entitled to recover from the competent landlord the amount of the reduction.

Relief in proceedings by superior landlord

- 9
- (1) Where in the case of a tenancy to which section one of this Act applies—
- (a) the interest of the immediate landlord is itself a tenancy (in this paragraph referred to as “the mesne tenancy”), and
 - (b) a superior landlord has brought proceedings to enforce a right of re-entry or forfeiture in respect of a failure to comply with any terms of the mesne tenancy or of a superior tenancy having effect subject to the mesne tenancy, and
 - (c) the court makes an order for the recovery by the superior landlord of possession of the property comprised in the tenancy,

the tenant shall not be required to give up possession of that property unless he has been a party to the proceedings or has been given notice of the order; and the provisions of the next following sub-paragraph shall have effect where he has been such a party or has been given such a notice:

Provided that where the tenant has been a party to the proceedings the said provisions shall not apply unless he has at any time before the making of the order made application in the proceedings for relief under this paragraph.

- (2) If the tenant within fourteen days after the making of the order, or where he has not been a party to the proceedings, within fourteen days after the said notice, gives notice in writing to the superior landlord that he desires that the following provisions of this sub-paragraph shall have effect and lodges a copy of the notice in the court—
 - (a) the tenant shall not be required to give up possession of the said property but the tenancy mentioned in head (b) of the last foregoing sub-paragraph shall be deemed as between the tenant and the superior landlord to have been surrendered on the date of the order; and

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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)

- (b) if the term date of the tenant's tenancy would otherwise fall later, it shall be deemed for the purposes of Part I of this Act to fall at the expiration of seven months from the making of the order.
- (3) Nothing in the foregoing provisions of this paragraph shall prejudice the operation of any order for the recovery of possession from the tenant under the mesne tenancy, or from the tenant under any superior tenancy having effect subject to the mesne tenancy.
- (4) Subsections (4), (6) and (7) of section sixteen of this Act shall with the necessary modifications apply for the purposes of this paragraph.

Relief for mesne landlord against damages for breach of covenant

- 10 (1) The provisions of the next following sub-paragraph shall have effect where, in the case of a tenancy to which section one of this Act applies,—
 - (a) the competent landlord is not the immediate landlord, and
 - (b) the competent landlord has brought proceedings against a mesne landlord to enforce a right to damages in respect of a failure to comply with any terms of the mesne landlord's tenancy, and
 - (c) the mesne landlord has made application in the proceedings for relief under this paragraph, and
 - (d) the court makes an order for the payment by the mesne landlord of any such damages as aforesaid.
- (2) The operation of the order shall be suspended for a period of fourteen days from the making thereof, and if before the end of that period the mesne landlord gives notice in writing to the competent landlord that he desires that the provisions of heads (a) and (b) of this sub-paragraph shall have effect, and lodges a copy of the notice in the court—
 - (a) the order shall not be enforceable except if and in so far as it provides for the payment of costs, and
 - (b) the interest of the mesne landlord (unless it has then come to an end) shall be deemed to be surrendered, and his rights and liabilities thereunder to be extinguished, as from the date of the giving of the notice.
- (3) Subsections (4) to (7) of section sixteen of this Act shall with the necessary modifications apply for the purposes of this paragraph.

Provisions as to liabilities under tenants' covenants in superior leases

- 11 (1) Where subsection (1) of section ten of this Act applies, any terms to which this paragraph applies shall cease to have effect in so far as they relate to the premises constituting the dwelling-house, and any liability of the competent landlord or any mesne landlord or of any predecessor in title of the competent landlord or of any mesne landlord, under any such terms, in so far as it related to those premises and was a liability subsisting at the termination of the relevant tenancy, shall be deemed to have been extinguished on the termination of that tenancy.
- (2) This paragraph applies to any terms of any tenancy owned by the competent landlord or by any other landlord, whether to be performed during that tenancy or on or after the expiration or determination thereof, except any such terms as are mentioned in paragraph (a) or (b) of the proviso to subsection (1) of section ten of this Act:

Status: Point in time view as at 01/02/1991.

Changes to legislation: Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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)

Provided that where any term to which this paragraph applies relates both to the dwelling-house and to other premises, nothing in this paragraph shall affect its operation in relation to the other premises.

- (3) Notwithstanding anything in sub-paragraph (1) of this paragraph, if the interest of the competent landlord, being a tenancy, or the interest of any mesne landlord, has not come to an end by the end of the period of the statutory tenancy, and the terms on which that interest was held included an obligation to repair or maintain the dwelling-house or the dwelling-house and other premises, then as from the end of the period of the statutory tenancy the instrument creating the interest of the competent landlord or mesne landlord shall be deemed to contain a covenant with the grantor of the interest that the grantee of the interest will at all times maintain the dwelling-house in a state of repair no less good than that in which it was after the completion of any initial repairs to be carried out thereon in accordance with the provisions of Part I of this Act, and will yield up possession of the dwelling-house in such a state on the coming to an end of the interest of the said landlord.
- (4) Where, in a case falling within sub-paragraph (1) of this paragraph, the competent landlord satisfies the court—
 - (a) that the obligations under the tenancy which in relation to him is the immediate mesne tenancy differ from the obligations under the relevant tenancy, and
 - (b) that if the obligations under the relevant tenancy had been the same as those under the first-mentioned tenancy he would have been entitled to recover any amount by way of payment for accrued tenant's repairs which he is not entitled to recover, he shall be entitled to recover that amount from the tenant under the first-mentioned tenancy, or, if that tenancy has come to an end, from the person who was the tenant thereunder immediately before it came to an end.
- (5) Where in accordance with the last foregoing sub-paragraph, or with that sub-paragraph as applied by the following provisions of this sub-paragraph, any sum is recoverable from a person, the last foregoing sub-paragraph shall with the necessary modifications apply as between him and the person entitled to the interest (if any) which in relation to him is the immediate mesne tenancy or, if such an interest formerly subsisted but has come to an end, as between him and the person last entitled to that interest.
- (6) In this paragraph the expression “the immediate mesne tenancy”, in relation to the competent landlord or to a mesne landlord, means the tenancy on which his interest in those premises is immediately expectant.

Status:

Point in time view as at 01/02/1991.

Changes to legislation:

Landlord and Tenant Act 1954, FIFTH SCHEDULE is up to date with all changes known to be in force on or before 27 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.