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## SCHEDULES

### FIRST SCHEDULE

Section 8.

#### SUPPLEMENTARY PROVISIONS AS TO PAYMENTS FOR ACCRUED TENANT’S REPAIRS

##### PART I

###### PROVISIONS AS TO MAKING OF PAYMENT IN LUMP SUM

- 1 Subject to the provisions of this Part of this Schedule, a payment for accrued tenant’s repairs which is to be payable otherwise than by instalments shall become payable when the relevant initial repairs have been completed, unless the landlord and the tenant agree that it shall become payable wholly or in part at some other date.
- 2 Where it is determined by the court that a payment for accrued tenant’s repairs is to be payable otherwise than by instalments, the court may determine that any specified part of the payment shall become payable when any specified part of the relevant initial repairs has been completed.
- 3 A payment for accrued tenant’s repairs which is payable otherwise than by instalments, or any part of such a payment, shall be recoverable from the tenant.
- 4 (1) Where it has been agreed or determined that a payment for accrued tenant’s repairs should be paid otherwise than by instalments, and the period of the statutory tenancy ends before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the following provisions shall have effect.
  - (2) If the relevant initial repairs have not been begun and are no longer required, then notwithstanding anything in section eight of this Act no payment for accrued tenant’s repairs shall be recoverable.
  - (3) In any other case, the time for recovery of the payment for accrued tenant’s repairs shall be the same as if all the relevant initial repairs had been completed immediately before the end of the period of the statutory tenancy, and the amount of the payment shall be as hereinafter provided:—
    - (a) if the relevant initial repairs have not been begun, the amount of the payment shall be the estimated cost of the repairs or of so much thereof as is still required;
    - (b) if the relevant initial repairs have been begun but not completed, the amount of the payment shall be an amount equal to the expenses reasonably incurred by the landlord for the purposes of so much of the relevant initial repairs as has been carried out together (unless the remainder is no longer required) with the estimated cost of the remainder or of so much thereof as is still required:

Provided that there shall be disregarded so much (if any) of the said expenses or estimated cost as is recoverable by the landlord otherwise than from the tenant or his predecessor in title.

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- (4) Any question arising under this paragraph whether repairs are no longer required, whether any expenses were incurred, or reasonably incurred, by the landlord, or as to the amount of the estimated cost of any repairs shall be determined by agreement between the landlord and the tenant or by the court on the application of either of them.
- (5) For the purposes of this paragraph initial repairs shall be deemed to be no longer required after the end of the period of the statutory tenancy if, and only if, it is shown that the dwelling-house, in whatever state of repair it may then be, is at or shortly after the end of that period to be pulled down, or that such structural alterations are to be made in the dwelling-house as would render those repairs valueless if they were completed.
- (6) In a case falling within sub-paragraph (1) of this paragraph where a payment for accrued tenant's repairs would, apart from this paragraph, include an amount in respect of cost incurred by the landlord in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy, the following provisions shall have effect—
- (a) that amount shall be recoverable notwithstanding anything in sub-paragraph (2) of this paragraph;
  - (b) in a case falling within sub-paragraph (3) of this paragraph the said amount shall be recoverable in addition to the amount specified in that sub-paragraph;
  - (c) the time for recovery of the said amount shall, as well in a case falling within sub-paragraph (2) of this paragraph as in one falling within sub-paragraph (3) thereof, be that mentioned in the said sub-paragraph (3).
- 5 In relation to a case where the court exercises the power conferred by paragraph 2 of this Schedule references in the last foregoing paragraph to the relevant initial repairs shall be construed as references to any such part of those repairs as is referred to in the said paragraph 2, being a part which at the material time has not been begun or, as the case may be, has been begun but not completed, and references to the payment for accrued tenant's repairs shall be construed accordingly.

## PART II

### PROVISIONS AS TO MAKING OF PAYMENT BY INSTALMENTS

- 6 Subject to the provisions of this Part of this Schedule, where under Part I of this Act it is agreed or determined that a payment for accrued tenant's repairs is to be payable by instalments, the instalments shall become payable at the times so agreed or determined.
- 7 Any such instalment becoming payable at a time falling before the end of the period of the statutory tenancy shall be payable by the tenant.
- 8 (1) Where the landlord is not the immediate landlord of the dwelling-house, the landlord and the immediate landlord may serve on the tenant a notice in the prescribed form requiring him to pay the instalments of the payment for accrued tenant's repairs to the immediate landlord for transmission to the landlord.
- (2) A notice under the last foregoing sub-paragraph may be revoked by a subsequent notice given to the tenant by the landlord, with or without the concurrence of the immediate landlord.

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- 9 Any instalment becoming payable at a time when the landlord is the immediate landlord or when a notice under sub-paragraph (1) of the last foregoing paragraph is in force shall be recoverable by the immediate landlord in the like manner and subject to the like provisions as the rent . . . <sup>F1</sup>.

#### Textual Amendments

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

- 10 If the period of the statutory tenancy comes to an end before all instalments of the payment for accrued tenant's repairs have been paid, the remaining instalments shall become payable immediately after the end of that period, shall be recoverable by the person who immediately before the end thereof was the landlord, and shall be so recoverable from the person who immediately before the end thereof was the tenant.
- 11 In the application of the last foregoing paragraph to a case where the period of the statutory tenancy comes to an end before the relevant initial repairs have been begun, or at a time when they have been begun but not completed, the provisions of paragraph 4 of this Schedule shall have effect (with the necessary modifications) for limiting the recovery of any remaining instalments under the last foregoing paragraph.
- 12 Where, during the period of the statutory tenancy and before all instalments of the payment for accrued tenant's repairs have become payable, the interest of the landlord comes to an end or ceases to be an interest falling within paragraphs (a) and (b) of the proviso to subsection (4) of section twenty-one of this Act, he shall thereupon be entitled to recover from the person who thereupon becomes the landlord such amount (if any) as is equal to so much of the expenses reasonably incurred by the landlord—
- (a) in ascertaining what initial repairs are required in consequence of failure by the tenant to fulfil his obligations under the former tenancy; and
  - (b) for the purposes of the relevant initial repairs;
- as is recoverable from the tenant and has not been recovered.

### PART III

#### VARIATION OF AGREEMENT OR DETERMINATION AS TO TIME FOR MAKING PAYMENT

- 13 The tenant may apply to the court for the variation, on the grounds and to the extent hereinafter specified, of any agreement or determination for the making of a payment for accrued tenant's repairs.
- 14 The grounds on which an agreement or determination may be varied on an application under the last foregoing paragraph are the following:—
- (a) that the expenditure reasonably incurred by the landlord in carrying out the relevant initial repairs substantially exceeded the estimated cost thereof; or
  - (b) that the applicant is not the person who was the tenant at the time of the previous agreement or determination and that there are considerations arising out of the personal circumstances of the applicant which ought to be taken into account in determining the manner of making the payment.

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- 15 The extent to which an agreement or determination may be so varied on an application under paragraph 13 of this Schedule is the following:—
- (a) if the agreement or determination was for the making of the payment otherwise than by instalments, and the payment has not been fully made, by substituting therefor a determination that the payment or balance of the payment should be made by instalments;
  - (b) if the agreement or determination was for the making of a payment by instalments, by substituting for the instalments agreed or determined instalments of such smaller amounts, payable at such times, as may be determined by the court.
- 16 Where an agreement or determination is varied under this Part of this Schedule, the foregoing provisions of this Schedule shall thereafter apply with the necessary modifications.

## PART IV

### SUPPLEMENTARY

- 17 Any failure by the tenant to make a payment for accrued tenant’s repairs, or any part or instalment of such a payment, at the time when it becomes due shall be treated as a breach of the obligations of the tenancy for the purposes of [F<sup>2</sup>Case 1 in [F<sup>3</sup>Schedule 15] to the Rent Act] (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

#### Textual Amendments

- F2** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))
- F3** Words substituted by [Rent Act 1977 \(c. 42\)](#), s. 155(2), [Sch. 23 para. 19](#)

- 18 Where any sum in respect of a payment for accrued tenant’s repairs has been recovered in advance of the carrying out of the relevant initial repairs, then in any case where paragraph 4 or 11 of this Schedule applies such repayment shall be made as may be just.
- 19 In this Schedule the expression “immediate landlord” means the person who as respects the dwelling-house is the landlord of the tenant for the purposes of the [F<sup>4</sup>Rent Act] and the expression “relevant initial repairs” means the repairs in respect of which the payment for accrued tenant’s repairs is payable.

#### Textual Amendments

- F4** Words substituted by [Rent Act 1968 \(c. 23\)](#), [Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\)](#), [Sch. 24 para. 30](#))

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## SECOND SCHEDULE

Section 8.

### FURTHER PROVISIONS AS TO REPAIR WHERE TENANT RETAINS POSSESSION

#### *Failure of landlord to carry out initial repairs*

- 1 (1) Where—
- (a) the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act, and
  - (b) by virtue of an agreement or of a determination of the court the landlord is required to carry out initial repairs to the dwelling-house,
- then if on an application made by the tenant during the period of the statutory tenancy the court is satisfied that the initial repairs have not been carried out within a reasonable time in accordance with the agreement or determination the court may by order direct that, until the discharge of the order as hereinafter provided or the end of the period of the statutory tenancy, whichever first occurs, the rent payable in respect of the dwelling-house shall be reduced to such amount specified in the order as the court may think just having regard to the extent to which the landlord has failed to comply with the agreement or determination . . . <sup>F5</sup>
- (2) Where the court under the last foregoing sub-paragraph orders a reduction of rent, the court may further order that during the same period any instalments of a payment for accrued tenant's repairs shall be suspended.
- (3) An order under this paragraph may include a provision that the reduction of rent shall take effect from a specified date before the making of the order, being such date as the court thinks just having regard to the landlord's delay in carrying out the initial repairs; and where an order contains such a provision then, in addition to the reduction ordered by virtue of sub-paragraph (1) of this paragraph, such number of payments of rent next falling due after the date of the order shall be reduced by such amount as may be specified in the order for the purpose of giving effect to the said provision.

#### **Textual Amendments**

**F5** Words repealed by [Leasehold Reform Act 1967 \(c. 88\)](#), [Sch. 5](#), [Sch. 7 Pt. I](#)

- 2 Where an order under paragraph 1 of this Schedule is in force, and on an application by the landlord the court is satisfied that the initial repairs have been carried out in accordance with the agreement or with the determination of the court, as the case may be, the court shall discharge the order, but without prejudice to the operation thereof as respects any period before the date on which it is discharged or to any reduction ordered by virtue of sub-paragraph (3) of the last foregoing paragraph.
- 3 If, while an order under paragraph 1 of this Schedule is in force, it is agreed between the landlord and the tenant that the initial repairs in question have been carried out as mentioned in the last foregoing paragraph, the order shall be discharged by virtue of that agreement in the like manner as if it had been discharged by the court.

#### *Failure of tenant to carry out initial repairs*

- 4 Where, by virtue of an agreement or of a determination of the court, the tenant is required to carry out initial repairs to the dwelling-house, failure by the tenant to

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carry out the repairs within a reasonable time in accordance with the agreement or determination shall be treated as a breach of the obligations of the tenancy for the purposes of [F6Case 1 in [F7Schedule 15] to the Rent Act] (which relates to recovery of possession where the rent has not been paid or any other obligation of the tenancy has not been performed).

#### Textual Amendments

- F6** Words substituted by [Rent Act 1968 \(c. 23\)](#), **Sch. 15** (continued by [Rent Act 1977 \(c. 42\)](#), **Sch. 24 para. 30**)
- F7** Words substituted by [Rent Act 1977 \(c. 42\)](#), s. 155(2), **Sch. 23 para. 19**

#### *Expenses and receipts: mortgages, settlements, etc.*

- 5 Any amount paid by a mortgagee in respect of expenses incurred in carrying out initial repairs in accordance with an agreement or determination under Part I of this Act, or in respect of any payment made in pursuance of a liability imposed by paragraph 12 of the First Schedule to this Act, shall be treated as if it were secured by the mortgage, with the like priority and with interest at the same rate as the mortgage money, so however that (without prejudice to the recovery of interest) any such amount shall not be recoverable from the mortgagor personally.
- 6 The purposes authorised for the application of capital money by section seventy-three of the <sup>M1</sup>Settled Land Act 1925, by that section as applied by section twenty-eight of the <sup>M2</sup>Law of Property Act 1925, in relation to trusts for sale, and by section twenty-six of the <sup>M3</sup>Universities and College Estates Act 1925, and the purposes authorised by section seventy-one of the Settled Land Act 1925, by that section as applied as aforesaid, and by section [F8thirty] of the Universities and College Estates Act 1925, as purposes for which moneys may be raised by mortgage, shall include the payment of any such expenses as are mentioned in the last foregoing paragraph and the making of any such payment as is mentioned in that paragraph: Provided that the like provisions shall have effect as to the repayment of capital money applied by virtue of this paragraph as have effect in the case of improvements authorised by Part II of the Third Schedule to the Settled Land Act 1925 (which specifies improvements the cost of which may be required to be replaced out of income).

#### Textual Amendments

- F8** Word substituted by [Universities and College Estates Act 1964 \(c. 51\)](#), **Sch. 3 Pt. II**

#### Marginal Citations

- M1** 1925 c. 18.  
**M2** 1925 c. 20.  
**M3** 1925 c. 24.

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*Record of state of repair of dwelling-house*

- 7 A landlord's notice proposing a statutory tenancy may contain a requirement that if the tenant retains possession by virtue of subsection (1) of section six of this Act a record shall be made of the state of repair of the dwelling-house.
- 8 Where the landlord gives such a notice which does not contain such a requirement, then if the tenant elects to retain possession his notification in that behalf may include a requirement that a record shall be made of the state of repair of the dwelling-house.
- 9 Where the tenant retains possession of the dwelling-house by virtue of subsection (1) of section six of this Act and either the landlord or the tenant has made such a requirement as is mentioned in either of the two last foregoing paragraphs, the record of the state of repair of the dwelling-house shall be made as soon as may be 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, as soon as may be after the beginning of the period of the statutory tenancy.
- 10 Any record required to be made under the last foregoing paragraph shall be made by a person appointed, in default of agreement between the landlord and the tenant, by the President of the Royal Institution of Chartered Surveyors.
- 11 The cost of making any such record as aforesaid shall, in default of agreement between the landlord and the tenant, be borne by them in equal shares.

THIRD SCHEDULE

Sections 12, 13.

GROUND FOR POSSESSION ON TERMINATION OF TENANCY

- 1 The grounds referred to in paragraph (b) of subsection (1) of section twelve of this Act are the following, that is to say:—
- (a) that suitable alternative accommodation will be available for the tenant at the date of termination of the tenancy;
  - (b) that the tenant has failed to comply with any term of the tenancy as to payment of rent or rates or as to insuring or keeping insured any premises;
  - (c) that the tenant or a person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using any premises comprised in the tenancy or allowing such premises to be used for an immoral or illegal purpose and, where the person in question is a lodger or sub-tenant, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant;
  - (d) . . . . .<sup>F9</sup>
  - (e) that premises comprised in the tenancy, and consisting of or including the relevant premises, are reasonably required by the landlord for occupation as a residence for himself or any son or daughter of his over eighteen years of age or his father or mother [<sup>F10</sup>or the father or mother of his spouse], and (if the landlord is not the immediate landlord) that he will be the immediate landlord at the date of termination:

Provided that the court shall not make an order under section thirteen of this Act on the grounds specified in sub-paragraph (e) of this paragraph—

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- (a) if the interest of the landlord, or an interest which has merged in that interest and but for the merger would be the interest of the landlord, was purchased or created after <sup>F11</sup>the 18th February 1966]; or
- (b) if the court is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by making the order than by refusing to make it.

**Textual Amendments**

- F9** Para. 1(d) repealed [Leasehold Reform Act 1967 \(c. 88\), Sch. 5, Sch. 7 Pt. 1](#)
- F10** Words inserted by [Leasehold Reform Act 1967 \(c. 88\), s. 39\(2\), Sch. 5 para. 1](#)
- F11** Words substituted by [Leasehold Reform Act 1967 \(c. 88\), s. 39\(2\), Sch. 5 para. 1](#)

- <sup>F12</sup> Part IV of <sup>F13</sup>Schedule 15] to the Rent Act (which relates to the circumstances in which suitable accommodation is to be deemed to be available for the tenant) shall apply for the purposes of this Schedule as it applies for the purposes of <sup>F13</sup>section 98(1)(a)] of that Act.]

**Textual Amendments**

- F12** [Para. 2](#) substituted by [Rent Act 1968 \(c. 23\), Sch. 15](#) (continued by [Rent Act 1977 \(c. 42\), Sch. 24 para. 30](#))
- F13** Words substituted by [Rent Act 1977 \(c. 42\), s. 155\(2\), Sch. 23 para. 20](#)

FOURTH SCHEDULE

Section 19.

MODIFICATIONS OF PART I IN RELATION TO PERIODICAL TENANCIES

- 1 In relation to such a tenancy as is mentioned in subsection (2) of section nineteen of this Act, Part I of this Act shall have effect subject to the following provisions of this Schedule.
- 2 For subsection (6) of section two there shall be substituted the following:—
- “(6) In this Part of this Act the expression “term date”, in relation to any such tenancy as is mentioned in subsection (2) of section nineteen of this Act, means the first date after the commencement of this Act on which apart from this Act the tenancy could have been brought to an end by notice to quit given by the landlord.”
- 3 For subsection (1) of section five there shall be substituted the following:—
- “(1) A tenancy to which section one of this Act applies may be brought to an end at the term date thereof by notice in writing given by the tenant to the immediate landlord.
- The length of any such notice shall be not less than one month nor less than the length of the notice by which the tenant could apart from this Act have brought the tenancy to an end at the term date thereof.”



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- 4 Notwithstanding anything in subsection (2) of section three, where by virtue of subsection (1) of that section the tenancy is continued after the term date thereof the provisions of Part I as to the termination of a tenancy by notice shall have effect in substitution for and not in addition to any such provisions included in the terms on which the tenancy had effect before the term date thereof.
- 5 Where the tenancy is not terminated under the provisions of Part I of this Act at the term date thereof, then, whether or not it would have continued after that date apart from this Act, it shall be treated for the purposes of this Act as being continued by virtue of subsection (1) of section three thereof.

## 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

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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;
  - (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

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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.

- (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 . . .<sup>F14</sup>, during the period of the statutory tenancy.

#### Textual Amendments

**F14** 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—

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- (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
  - (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.

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- (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:

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.

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## [<sup>F15</sup>SIXTH SCHEDULE

Section 44.

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

#### Textual Amendments

**F15** Sch. 6 substituted by virtue of [Law of Property Act 1969 \(c. 59\)](#), s. 15, [Sch. 1](#)

#### *Definitions*

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 tenancy is for the time being the landlord (as defined by section 44 of this Act) for the purposes of Part II 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” means a person (whether the owner of the fee simple or a tenant) whose interest is superior to the interest of the competent landlord.

#### *Power of court to order reversionary tenancies*

2 Where the period for which in accordance with the provisions of Part II of this Act it is agreed or determined by the court that a new tenancy should be granted thereunder will extend beyond the date on which the interest of the immediate landlord will come to an end, the power of the court under Part II of this Act to order such a grant shall include power to order the grant of a new tenancy until the expiration of that interest and also to order the grant of such a reversionary tenancy or reversionary tenancies as may be required to secure that the combined effects of those grants will be equivalent to the grant of a tenancy for that period; and the provisions of Part II of this Act shall, subject to the necessary modifications, apply in relation to the grant of a tenancy together with one or more reversionary tenancies as they apply in relation to the grant of one new tenancy.

#### *Acts of competent landlord binding on other landlords*

3 (1) Any notice given by the competent landlord under Part II of this Act to terminate the relevant tenancy, and any agreement made between that landlord and the tenant as to the granting, duration, or terms of a future tenancy, being an agreement made for the purposes of the said Part II, shall bind the interest of any mesne landlord notwithstanding that he has not consented to the giving of the notice or was not a party to the agreement.

(2) The competent landlord shall have power for the purposes of Part II of this Act to give effect to any agreement with the tenant for the grant of a new tenancy beginning with the coming to an end of the relevant tenancy, notwithstanding that the competent landlord will not be the immediate landlord at the commencement of the new tenancy, and any instrument made in the exercise of the power conferred by this sub-paragraph shall have effect as if the mesne landlord had been a party thereto.

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- (3) Nothing in the foregoing provisions of this paragraph shall prejudice the provisions of the next following paragraph.

*Provisions as to consent of mesne landlord to acts of competent landlord*

- 4 (1) If the competent landlord, not being the immediate landlord, gives any such notice or makes any such agreement as is mentioned in sub-paragraph (1) of the last foregoing paragraph without the consent of every mesne landlord, any mesne landlord whose consent has not been given thereto shall 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) If the competent landlord applies to any mesne landlord for his consent to such a notice or agreement, that consent shall not be unreasonably withheld, but may be given subject to any conditions which may be reasonable (including conditions as to the modification of the proposed notice or agreement or as to the payment of compensation by the competent landlord).
- (3) Any question arising under this paragraph whether consent has been unreasonably withheld or whether any conditions imposed on the giving of consent are unreasonable shall be determined by the court.

*Consent of superior landlord required for agreements affecting his interest*

- 5 An agreement between the competent landlord and the tenant made for the purposes of Part II of this Act in a case where—
- (a) the competent landlord is himself a tenant, and
  - (b) the agreement would apart from this paragraph operate as respects any period after the coming to an end of the interest of the competent landlord,
- shall not have effect unless every superior landlord who will be the immediate landlord of the tenant during any part of that period is a party to the agreement.

*Withdrawal by competent landlord of notice given by mesne landlord*

- 6 Where the competent landlord has given a notice under section 25 of this Act to terminate the relevant tenancy and, within two months after the giving of the notice, a superior landlord—
- (a) becomes the competent landlord; and
  - (b) gives to the tenant notice in the prescribed form that he withdraws the notice previously given;
- the notice under section 25 of this Act shall cease to have effect, but without prejudice to the giving of a further notice under that section by the competent landlord.

*Duty to inform superior landlords*

- 7 If the competent landlord's interest in the property comprised in the relevant tenancy is a tenancy which will come or can be brought to an end within sixteen months (or any further time by which it may be continued under section 36(2) or section 64 of this Act) and he gives to the tenant under the relevant tenancy a notice under section 25 of this Act to terminate the tenancy or is given by him a notice under section 26(3) of this Act:—

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- (a) the competent landlord shall forthwith send a copy of the notice to his immediate landlord; and
- (b) any superior landlord whose interest in the property is a tenancy shall forthwith send to his immediate landlord any copy which has been sent to him in pursuance of the preceding sub-paragraph or this sub-paragraph.]

## SEVENTH SCHEDULE

F16

. . .

### Textual Amendments

**F16** Ss. 45, 68(1), Sch. 7 repealed by Statute Law (Repeals) Act 1974 (c. 22), Pt. XI

## EIGHTH SCHEDULE

Section 56.

### APPLICATION OF PART II TO LAND BELONGING TO CROWN AND DUCHIES OF LANCASTER AND CORNWALL

- 1 Where an interest in any property comprised in a tenancy belongs to Her Majesty in right of the Duchy of Lancaster, then for the purposes of Part II of this Act the Chancellor of the Duchy shall represent Her Majesty and shall be deemed to be the owner of the interest.
- 2 Where an interest in any property comprised in a tenancy belongs to the Duchy of Cornwall, then for the purposes of Part II of this Act such person as the Duke of Cornwall, or other the possessor for the time being of the Duchy of Cornwall, appoints shall represent the Duke of Cornwall or other the possessor aforesaid, and shall be deemed to be the owner of the interest and may do any act or thing under the said Part II which the owner of that interest is authorised or required to do thereunder.
- 3 . . . . . F17

### Textual Amendments

**F17** Sch. 8 para. 3 repealed by Crown Estate Act 1961 (c. 55), Sch. 3 Pt. II

- 4 The amount of any compensation payable under section thirty-seven of this Act by the Chancellor of the Duchy of Lancaster shall be raised and paid as an expense incurred in improvement of land belonging to Her Majesty in right of the Duchy within section twenty-five of the <sup>M4</sup>Duchy of Lancaster Act 1817.

### Marginal Citations

**M4** 1817 c. 97.



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- 5 Any compensation payable under section thirty-seven of this Act by the person representing the Duke of Cornwall or other the possessor for the time being of the Duchy of Cornwall shall be paid, and advances therefor made, in the manner and subject to the provisions of section eight of the <sup>M5</sup>Duchy of Cornwall Management Act 1863 with respect to improvements of land mentioned in that section.

**Marginal Citations**

**M5** 1863 c. 49.

NINTH SCHEDULE

Sections 41, 42, 56, 68.

TRANSITIONAL PROVISIONS

- 1, 2. .... **F18**

**Textual Amendments**

**F18** Sch. 9 paras. 1, 2, 7, 9, 10 repealed by Statute Law (Repeals) Act 1976 (c. 16), Sch. 1 Pt. XV

- 3 Where immediately before the commencement of this Act a person was protected by section seven of the <sup>M6</sup>Leasehold Property (Temporary Provisions) Act 1951, against the making of an order or giving of a judgment for possession or ejection, the Rent Acts shall apply in relation to the dwelling-house to which that person's protection extended immediately before the commencement of this Act as if section fifteen of this Act had always had effect.

**Marginal Citations**

**M6** 1951 c. 38.

- 4 For the purposes of section twenty-six and subsection (2) of section forty of this Act a tenancy which is not such a tenancy as is mentioned in subsection (1) of the said section twenty-six but is a tenancy to which Part II of this Act applies and in respect of which the following conditions are satisfied, that is to say—
- (a) that it took effect before the commencement of this Act at the coming to an end by effluxion of time or notice to quit of a tenancy which is such a tenancy as is mentioned in subsection (1) of the said section twenty-six or is by virtue of this paragraph deemed to be such a tenancy; and
  - (b) that if this Act had then been in force the tenancy at the coming to an end of which it took effect would have been one to which Part II of this Act applies; and
  - (c) that the tenant is either the tenant under the tenancy at the coming to an end of which it took effect or a successor to his business,
- shall be deemed to be such a tenancy as is mentioned in subsection (1) of the said section twenty-six.
- 5 (1) A tenant under a tenancy which was current at the commencement of this Act shall not in any case be entitled to compensation under section thirty-seven or fifty-nine

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of this Act unless at the date on which he is to quit the holding the holding or part thereof has continuously been occupied for the purposes of the carrying on of the tenant’s business (whether by him or by any other person) for at least five years.

(2) Where a tenant under a tenancy which was current at the commencement of this Act would but for this sub-paragraph be entitled both to—

- (a) compensation under section thirty-seven or section fifty-nine of this Act; and
- (b) compensation payable, under the provisions creating the tenancy, on the termination of the tenancy,

he shall be entitled, at his option, to the one or the other, but not to both.

6 (1) Where the landlord’s interest in the property comprised in a tenancy which, immediately before the commencement of this Act, was terminable by less than six months’ notice to quit given by the landlord belongs to or is held for the purposes of a Government Department or is held by statutory undertakers, the tenancy shall have effect as if that shorter length of notice were specified in such an agreement as is mentioned in subsection (2) or (3) of section fifty-eight of this Act, as the case may be, and the agreement were embodied in the tenancy.

(2) The last foregoing sub-paragraph shall apply in relation to a tenancy where the landlord’s interest belongs or is held as aforesaid and which, immediately before the commencement of this Act, was terminable by the landlord without notice as if the tenancy had then been terminable by one month’s notice to quit given by the landlord.

7 ..... F19

**Textual Amendments**  
**F19** Sch. 9 paras. 1, 2, 7, 9, 10 repealed by Statute Law (Repeals) Act 1976 (c. 16), Sch. 1 Pt. XV

8 Where at the commencement of this Act any proceedings are pending on an application made before the commencement of this Act to the tribunal under section five of the <sup>M7</sup>Landlord and Tenant Act 1927, no further step shall be taken in the proceedings except for the purposes of an order as to costs; and where the tribunal has made an interim order in the proceedings under subsection (13) of section five of that Act authorising the tenant to remain in possession of the property comprised in his tenancy for any period, the tenancy shall be deemed not to have come to an end before the expiration of that period, and section twenty-four of this Act shall have effect in relation to it accordingly.

**Marginal Citations**  
**M7** 1927 c. 36.

9, 10. .... F20

**Textual Amendments**  
**F20** Sch. 9 paras. 1, 2, 7, 9, 10 repealed by Statute Law (Repeals) Act 1976 (c. 16), Sch. 1 Pt. XV

11 Notwithstanding the repeal of Part II of the <sup>M8</sup>Leasehold Property (Temporary Provisions) Act 1951, where immediately before the commencement of this Act a

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tenancy was being continued by subsection (3) of section eleven of that Act it shall not come to an end at the commencement of this Act, and section twenty-four of this Act shall have effect in relation to it accordingly.

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**Marginal Citations**

**M8** 1951 c. 38.

**Status:**

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