



Landlord and Tenant (War Damage) Act 1939

1939 CHAPTER 72 2 and 3 Geo 6

PART II

DISCLAIMER AND RETENTION OF LEASES

Special provisions as to certain leases

[^{F1}15 Provisions as to leases comprising two or more separate tenements.

- (1) In relation to a multiple lease section six of this Act shall not apply and the other provisions of this Part of this Act shall have effect subject to the modifications specified in this section.
- (2) Where a notice of disclaimer, ^{F2}. . . or a notice to elect is served with respect to the lease—
 - (a) the person serving the notice or the person on whom it is served; or
 - (b) any other person having an interest in or derived out of the term created by the lease, or having an interest in the reversion immediately expectant on the determination of the lease;

may apply to the court, within one month from the service of the notice, to determine the question whether the tenant should be allowed to exercise the right of disclaimer ^{F2}. . . , either as respects the lease as a whole or as respects one or more of the separate tenements comprised therein, or should not be allowed to exercise that right at all.

- (3) If on such an application the court is satisfied that, having regard to the extent of the war damage suffered by the land comprised in the lease as a whole and all the circumstances of the case (including any offers made by the landlord for an extension of the term of the lease or for an alteration of the rent reserved thereby or for any other modification of the terms of the lease) it is equitable to allow the tenant to exercise the said right in respect of the lease as a whole, the court shall give a direction accordingly,

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and any notice of disclaimer ^{F2}. . . already served shall have effect under this Part of this Act, and the court—

- (a) in a case where a notice of disclaimer has been served (whether in compliance with a notice to elect or not) may extend to such date as it may fix the period allowed under this Act within which a notice to avoid disclaimer may be served by the landlord; or
 - (b) in a case where a notice to elect has been served and has not been complied with, may extend to such date as it may fix the period allowed under this Act within which the notice to elect must be complied with.
- (4) If on such an application the court, having regard to the matters referred to in the last foregoing subsection, is not satisfied that it is equitable to allow the tenant to exercise the right of disclaimer ^{F2}. . . as respects the lease as a whole, but is satisfied that it is equitable to allow him to exercise the said right as respects one or more of the separate tenements comprised therein (hereafter referred to as “the disclaimable tenements”), the court—
- (a) shall order that the lease shall be treated as if it were two separate leases, one comprising the disclaimable tenement or tenements, and the other comprising the remainder of the tenements; and
 - (b) shall give such consequential directions as to the apportionment of the rent and otherwise as it thinks just, including directions as respects any sub-lease comprising a disclaimable tenement and a tenement which is not disclaimable; and
 - (c) shall order that the tenant shall be at liberty to serve a notice of disclaimer ^{F2}. . . as respects the lease comprising the disclaimable tenement or tenements but not as respects the other lease; and
 - (d) where a notice of disclaimer ^{F2}. . . has been served (whether in compliance with a notice to elect or not), shall order that the notice shall be of no effect; and
 - (e) where a notice to elect has been served, extend to such date as it may fix the period allowed under this Act within which the notice to elect must be complied with; and
 - (f) may empower the landlord, if the tenant serves a notice of disclaimer as respects the lease comprising the disclaimable tenement or tenements, to enter upon the land comprised in the other lease for the purpose of doing work on the land comprised in the disclaimed lease.
- (5) If on such an application the court, having regard to the matters referred to in subsection (3) of this section, is not satisfied that it is equitable to allow the tenant to exercise the right of disclaimer ^{F2}. . . as respects the lease as a whole or as respects one or more of the separate tenements comprised therein, the court shall direct that the land comprised in the lease shall not be deemed to be unfit for the purposes of this Part of this Act and that any notice of disclaimer, ^{F2}. . . or notice to elect relating thereto shall cease to have effect:
- Provided that the court may, if having regard to the extent of the war damage suffered by the land it considers it equitable to do so, order that the rent reserved by the lease shall, until the war damage is made good, be reduced to such extent as may be specified.
- (6) Unless an application is made to the court under this section with respect to a notice of disclaimer ^{F2}. . . or a notice to elect served with respect to a multiple lease, the land comprised in the lease shall be deemed for the purpose of any proceedings pursuant

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to the notice to have been unfit by reason of war damage at the time when the notice was served.]

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Textual Amendments

- F1** S. 15 substituted by virtue of Landlord and Tenant (War Damage) (Amendment) Act 1941 (c. 41), s. 2(5), Sch.
- F2** Words in s. 15 repealed (8.11.1995) by 1995 c. 44, s. 1, Sch. 1 Pt. VI Group 1

Changes to legislation:

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