

---

**STATUTORY INSTRUMENTS**

---

**1983 No. 133****LANDLORD AND TENANT****The Landlord and Tenant Act 1954, Part II (Notices)  
Regulations 1983**

*Made* - - - - - *8th February 1983*  
*Laid before Parliament* *2nd March 1983*  
*Coming into Operation* *1st April 1983*

The Secretary of State for the Environment, as respects England, and the Secretary of State for Wales, as respects Wales, in exercise of the powers conferred by section 66 of the Landlord and Tenant Act 1954(a) and now vested in them(b), and of all other powers enabling them in that behalf, hereby make the following regulations:—

1. These regulations may be cited as the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983 and shall come into operation on 1st April 1983.

2.— (1) In these regulations “the Act” means the Landlord and Tenant Act 1954.

(2) Any reference in these regulations to a numbered form shall be construed as a reference to the form bearing that number in Schedule 2 hereto, or to a form substantially to the like effect.

(3) Regulation 3 below does not apply to notices given under Part II of the Act as applied by section 58 of the Housing Act 1980(c) to assured tenancies under that Act.

3.— (1) Subject to paragraph (2), the form with the number shown in column 1 of Schedule 1 to these regulations shall be used for the purpose shown in column 2 of that Schedule.

(2) Where a number is shown in brackets in column 1 of Schedule 1 to these regulations, the form with that number shall be used for the purpose shown in column 2 of that Schedule (instead of the form with the number not in brackets) if—

---

(a) 1954 c. 56.  
(b) S.I. 1974/1896.  
(c) 1980 c. 51.

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967(a)), and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

4. Nothing in these regulations shall invalidate any notice served before 1st August 1983 which complies with the requirements of the Landlord and Tenant (Notices) Regulations 1957(b), but save as aforesaid those Regulations and the other statutory instruments shown in column 1 of Schedule 3 to these regulations are revoked to the extent specified in column 2 of that Schedule.

#### SCHEDULE 1

Form number	Purpose for which to be used
1(13)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies which does not contain a certificate given under the provisions of section 57, 58, 60(c), 60A(d) or 60B(e) of the Act.
2(14)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a copy of a certificate given under section 57 of the Act (whereby the Minister or Board in charge of any Government department certifies that the use or occupation of the property or part of it shall be changed by a specified date) where the date of termination of the tenancy specified in the notice is not earlier than the date specified in the certificate.
3(15)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a copy of a certificate given under section 57 of the Act (whereby the Minister or Board in charge of any Government department certifies that the use or occupation of the property or part of it shall be changed by a specified date) where the date of termination of the tenancy is earlier than the date specified in the certificate.
4	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a copy of a certificate given under section 58 of the Act (whereby the Minister or Board in charge of any Government department certifies that for reasons of national security it is necessary that the use or occupation of the property should be discontinued or changed).

(a) 1967 c. 88.

(b) S.I. 1957/1157, amended by S.I. 1963/795, 1967/1831, 1969/1771 and 1973/792.

(c) Amended by the Schedule to the Local Employment Act 1970 (c. 7), Schedule 3 to the Local Employment Act 1972 (c. 5) and Schedule 4 to the Industry Act 1972 (c. 63).

(d) Added by section 11 of the Welsh Development Agency Act 1975 (c. 70).

(e) Added by Schedule 7 to the Development of Rural Wales Act 1976 (c. 75).

Form number	Purpose for which to be used
5(16)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a certificate under section 60 of the Act (whereby the Secretary of State certifies that it is necessary or expedient for achieving the purpose mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed).
6(17)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a copy of a certificate given under section 60A (Welsh Development Agency premises) of the Act (whereby the Secretary of State certifies that it is necessary or expedient for the purpose of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed.)
7(18)*	A notice under section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, which contains a copy of a certificate given under section 60B (Development Board for Rural Wales premises) of the Act (whereby the Secretary of State certifies that it is necessary or expedient for the purpose of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed).
8	A notice under section 26 of the Act, being a tenant's request for a new tenancy of premises to which Part II of the Act applies.
9	A notice under section 40(1) of the Act, being a notice requiring a tenant of business premises to give information as to his occupation of the premises and as to any sub-tenancies.
10	A notice served under section 40(2) of the Act on a landlord of business premises, being a notice requiring that landlord to give information about his interest in the premises.
11	A notice served under section 40(2) of the Act on a mortgagee in possession of business premises, being a notice requiring that mortgagee to give information about his mortgagor's interest in the premises.
12	A notice under section 44 of and paragraph 6(a) of Schedule 6 to the Act, being a notice withdrawing a previous notice given under section 25 of the Act to terminate a tenancy to which Part II of the Act applies.

\*Where a form number is shown in brackets the form with that number must be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967<sup>(b)</sup>), and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

(a) Added by section 14(2) of the Law of Property Act 1969 (c. 59).

(b) 1967 c. 88.

## SCHEDULE 2

Form Number 1

LANDLORD'S NOTICE TO TERMINATE BUSINESS  
TENANCY\*

(LANDLORD AND TENANT ACT 1954, SECTION 25)

To: *(name of tenant)*of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. IF YOU WANT TO CONTINUE TO OCCUPY YOUR PROPERTY YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 25 of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

See notes 1  
and 8.

3. I/we give you notice terminating your tenancy on .....

See notes 2  
and 3.

4. If you are not willing to give up possession of the property comprised in the tenancy on the date stated in paragraph 3, you must notify me/us in writing within two months after the giving of this notice.

\*This form must *not* be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967), and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

If the above apply, use form number 13 instead of this form.



5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will not oppose your application.

\*The landlord must cross out one version of paragraph 5. If the second version is used the paragraph letter(s) must be filled in.

OR

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will oppose it on the grounds mentioned in paragraph(s) ..... of section 30(1) of the Act.

See notes 4 and 5.

6. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

NOTES

*Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. You can apply to the court for a new tenancy under the Landlord and Tenant Act 1954 by following the procedure outlined in notes 2 and 3 below. If you do your tenancy will continue after the date shown in paragraph 3 of this notice while your claim is being considered. The landlord can ask the court to fix the rent which you will have to pay while the tenancy continues. The terms of any new tenancy not agreed between you and the landlord will be settled by the court.

*Claiming a new tenancy*

2. If you want to apply to the court for a new tenancy you must:—  
(1) notify the landlord in writing not later than 2 months after the giving of this notice that you are not willing to give up possession of the property;

*AND*

(2) apply to the court, not earlier than 2 months nor later than 4 months after the giving of this notice, for a new tenancy. You should apply to the County Court unless the rateable value of the business part of your premises is above the current County Court limit. In that case you should apply to the High Court.

3. The time limits in note 2 run from the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

**WARNING TO TENANT  
IF YOU DO NOT KEEP TO THE TIME LIMITS IN  
NOTE 2, YOU WILL *LOSE* YOUR RIGHT TO APPLY  
TO THE COURT FOR A NEW TENANCY.**

*Landlord's opposition to claim for a new tenancy*

4. If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act. The landlord can only use a ground if its paragraph letter is shown in paragraph 5 of the notice.

*Grounds*

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the

landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;

- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding;

(If the landlord uses this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

- (g) that on the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

(The landlord must normally have been the landlord for at least five years to use this ground.)

#### *Compensation*

5. If you cannot get a new tenancy solely because grounds (e), (f) or (g) apply, you are entitled to compensation under the 1954 Act. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the Court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words you cannot get compensation under the 1954 Act if the Court has refused your tenancy on *other* grounds even if (e), (f) or (g) also apply.

6. If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

#### *Negotiating a new tenancy*

7. Most leases are renewed by negotiation. If you do try to agree a new tenancy with your landlord, remember—

(1) that your present tenancy will not be extended after the date in paragraph 3 of this notice unless you *both*

- (a) give written notice that you will not vacate (note 2(1) above); *and*  
 (b) apply to the court for a new tenancy (note 2(2) above);

(2) that you will lose your right to apply to the court if you do not keep to the time limits in note 2.

*Validity of this notice*

8. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

9. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 2

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY ON GROUNDS OF PUBLIC INTEREST\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25 AND 57)

To (name of tenant)

of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25 and 57 of the Landlord and Tenant Act 1954.

2. It relates to (description of property) of which you are the tenant.

3. We give you notice terminating your tenancy on

4. A certificate has been given by that it is requisite for [our purposes] [the purposes of] that the use or occupation of all or part of the property shall be changed by A copy of the certificate is contained in the Schedule to this notice.

\*This form must not be used if

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
(b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967), and
(c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
(d) the tenant is not a company or other artificial person.

If the above apply, use form number 14 instead of this form.

†Cross out words in square brackets if they do not apply.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

SCHEDULE

*[Insert a copy of the certificate]*

NOTES

*Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because a certificate has been given under section 57 of the Act and the date in paragraph 3 of the notice is not earlier than the date specified in the certificate (set out in the Schedule to this notice) as the date by which the use or occupation of all or part of the property shall be changed.

*Compensation*

2. Because the court cannot order the grant of a new tenancy in your case, you are entitled to compensation under the 1954 Act when you leave the property. Also if your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Validity of notice*

3. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also

---

has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

4. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 3

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY WHERE CHANGE REQUIRED AT FUTURE DATE ON GROUNDS OF PUBLIC INTEREST\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25 AND 57)

To (name of tenant)
of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. IF YOU WANT TO CONTINUE TO OCCUPY YOUR PROPERTY YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25 and 57 of the Landlord and Tenant Act 1954.

2. It relates to (description of property)

See notes 1 and 8.

3. We give you notice terminating your tenancy on

See notes 2 and 3.

4. If you are not willing to give up possession of the property comprised in the tenancy on the date stated in paragraph 3, you must notify us in writing within two months after the giving of this notice.

\*The landlord must cross out one version of paragraph 5. If the second version is used the paragraph letter(s) must be filled in.

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, we will not oppose your application.

OR

See notes 4 and 5.

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, we will oppose it on the grounds mentioned in paragraph(s) of section 30(1) of that Act.

\*This form must not be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
(b) the tenancy is the tenancy of a house (as defined for the purpose of Part I of the Leasehold Reform Act 1967), and
(c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
(d) the tenant is not a company or other artificial person.

If the above apply, use form number 15 instead of this form.



6. A certificate has been given by ..... See notes 1  
 that it is requisite for †[our purposes] [the purposes of .....] and 6.  
 that the use or occupation of all or part of the property shall be changed  
 by .....  
 A copy of the certificate is contained in the Schedule to this notice.

7. All correspondence about this notice should be sent to †[the †Cross out  
 landlord] [the landlord's agent] at the address given below. words  
 in square  
 brackets  
 if they do  
 not apply.

Date .....

Signature of †[landlord] [landlord's agent]  
 .....

Name of landlord  
 .....

Address of landlord .....  
 .....  
 .....

†[Address of agent .....  
 .....  
 ..... ]

SCHEDULE

*[Insert a copy of the certificate]*

NOTES

*Termination of tenancy*

**1.** This notice is intended to bring your tenancy to an end. You can apply to the court for a new tenancy under the Landlord and Tenant Act 1954 by following the procedure outlined in notes 2 and 3 below. If you do your tenancy will continue after the date shown in paragraph 3 of this notice while your claim is being considered. The landlord can ask the court to fix the rent which you will have to pay while the tenancy continues. The terms of any *new* tenancy not agreed between you and the landlord will be settled by the court. However, a certificate has been given under section 57 of the 1954 Act and a copy is contained in the Schedule to this notice. This means that if the court orders the grant of a new tenancy the new tenancy must end not later than the date specified in the certificate. Any new tenancy ordered to be granted will not be a tenancy to which Part II of the 1954 Act applies.

*Claiming a new tenancy*

2. If you want to apply to the court for a new tenancy you must:—

(1) notify the landlord in writing not later than two months after the giving of this notice that you are not willing to give up possession of the property;

AND

(2) apply to the court, not earlier than two months nor later than four months after the giving of this notice, for a new tenancy. You should apply to the County Court unless the rateable value of the business part of your premises is above the current County Court limit. In that case you should apply to the High Court.

3. The time limits in note 2 run from the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

<p>WARNING TO TENANT IF YOU DO NOT KEEP TO THE TIME LIMITS IN NOTE 2, YOU WILL <i>LOSE</i> YOUR RIGHT TO APPLY TO THE COURT FOR A NEW TENANCY.</p>
--

*Landlord's opposition to claim for a new tenancy*

4. If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act. The landlord can only use a ground if its paragraph letter is shown in paragraph 5 of the notice.

*Grounds*

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that

the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;

- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession of the holding for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;

- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding;

(If the landlord uses this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

- (g) that on the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

(The landlord must normally have been the landlord for at least five years to use this ground.)

#### *Compensation*

5. If you cannot get a new tenancy solely because grounds (e), (f) or (g) apply, you are entitled to compensation under the 1954 Act. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the Court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words, you cannot get compensation under the 1954 Act if the court has refused your tenancy on *other* grounds even if (e), (f) or (g) also apply. If the court *does* order the grant of a new tenancy you will be entitled to compensation under the 1954 Act because the new tenancy cannot expire later than the date specified in the certificate in the Schedule.

6. If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Negotiating a new tenancy*

7. Most leases are renewed by negotiation. If you do try to agree a new tenancy with your landlord, remember—

(1) that your present tenancy will not be extended after the date in paragraph 3 of this notice unless you *both*

- (a) give written notice that you will not vacate (note 2(1) above); *and*
- (b) apply to the court for a new tenancy (note 2(2) above);

(2) that you will lose your right to apply to the court if you do not keep to the time limits in note 2.

*Validity of this notice*

8. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

9. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 4

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY ON GROUNDS OF NATIONAL SECURITY

(LANDLORD AND TENANT ACT 1954, SECTIONS 25 AND 58)

To: (name of tenant)
of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25 and 58 of the Landlord and Tenant Act 1954.

2. It relates to (description of property) of which you are the tenant.

3. We give you notice terminating your tenancy on

4. A certificate has been given by that it is necessary for reasons of national security that the use or occupation of the property should be discontinued or changed. A copy of the certificate is contained in the Schedule to this notice.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date

Signature of †[landlord] [landlord's agent]

Name of landlord

Address of landlord

Address of agent

Address of agent

Address of agent

Address of agent

Address of agent

Address of agent ]

## SCHEDULE

*[Insert a copy of the certificate]*

## NOTES

*Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because a certificate has been given under section 58 of the Act that it is necessary for reasons of national security that the use or occupation of the property should be discontinued or changed.

*Compensation*

2. Because the court cannot order the grant of a new tenancy in your case, you are entitled to compensation under the 1954 Act when you leave the property. Also you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Validity of notice*

3. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

4. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 5

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
BY REASON OF THE LOCAL EMPLOYMENT ACT 1972\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60)

To: *(name of tenant)*

of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60 of the Landlord and Tenant Act 1954.

2. You are the tenant of .....  
*(description of property)*  
which is situated in a locality which is either—

- (a) a development area, or
- (b) an intermediate area.

3. We give you notice terminating your tenancy on .....

4. A certificate has been given by the Secretary of State that it is necessary or expedient for the purposes mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed. A copy of the certificate is contained in the Schedule to this notice.

\*This form must *not* be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967), and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

If the above apply, use form number 16 instead of this form.

†Cross out words in square brackets if they do not apply.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

#### SCHEDULE

*[Insert a copy of the certificate]*

#### NOTES

##### *Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has certified that it is necessary or expedient for achieving the purposes mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed.

##### *Validity of this notice*

2. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

##### *Explanatory booklet*

3. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.



Form Number 6

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
OF WELSH DEVELOPMENT AGENCY PREMISES\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60A)

To: *(name of tenant)*

of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60A of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

3. We give you notice terminating your tenancy on .....

4. A certificate has been given by the Secretary of State that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the premises should be changed. A copy of the certificate is contained in the Schedule to this notice.

\*This form must *not* be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act; and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of the Act of 1967); and
- (d) the tenant is not a company or other artificial person.

If the above apply, use form number 17 instead of this form.

†Cross out words in square brackets if they do not apply.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

†[Address of agent .....

.....

..... ]

#### SCHEDULE

*[Insert a copy of the certificate]*

#### NOTES

##### *Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has given a certificate under section 60A of the Act that it is necessary or expedient, for the purpose of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed.

##### *Compensation*

2. Because the court cannot order the grant of a new tenancy in your case, you may be entitled to compensation under the 1954 Act when you leave the property. You will *not* be entitled to compensation if either:

- (a) the premises were vested in the Welsh Development Agency under section 7 or 8 of the Welsh Development Agency Act 1975; or
- (b) you were not the tenant of the premises when the Agency acquired the interest by virtue of which the certificate contained in the Schedule was given.

3. You may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Validity of this notice*

4. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

5. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 7

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
OF PREMISES OF THE DEVELOPMENT BOARD FOR RURAL  
WALES\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60B)

To: *(name of tenant)*  
of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60B of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

3. We give you notice terminating your tenancy on .....

4. A certificate has been given by the Secretary of State that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the premises should be changed. A copy of the certificate is contained in the Schedule to this notice.

---

\*This form must *not* be used if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

If the above apply, use form number 18 instead.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of †[landlord] [landlord's agent]  
.....

Name of landlord .....

Address of landlord .....

†[Address of agent .....

..... ]

SCHEDULE

*[Insert a copy of the certificate]*

NOTES

*Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has given a certificate under section 60B of the Act that it is necessary or expedient, for the purpose of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed.

*Compensation*

2. Because the court cannot order the grant of a new tenancy in your case, you may be entitled to compensation under the 1954 Act when you leave the property. You will *not* be entitled to compensation if either:

- (a) the premises are premises which—
  - (i) were vested in the Welsh Development Agency by section 8 of the Welsh Development Agency Act 1975 or were acquired by the Agency when no tenancy subsisted in the premises; and
  - (ii) subsequently vested in the Development Board under section 24 of the Development of Rural Wales Act 1976; or
- (b) you were not a tenant of the premises when the Board acquired

the interest by virtue of which the certificate contained in the Schedule was given.

3. You may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Validity of this notice*

4. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

5. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 8

TENANT'S REQUEST FOR NEW TENANCY OF BUSINESS PREMISES

(LANDLORD AND TENANT ACT 1954, SECTION 26)

To: (name of landlord)
of (address of landlord)

IMPORTANT—THIS IS A REQUEST FOR A NEW TENANCY OF YOUR PROPERTY OR PART OF IT. IF YOU WANT TO OPPOSE THIS REQUEST YOU MUST ACT QUICKLY. READ THE REQUEST AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This request is made under section 26 of the Landlord and Tenant Act 1954.

2. You are the landlord of (description of property)

3. I/we request you to grant a new tenancy beginning on

4. I/we propose that:
(a) the property comprised in the new tenancy should be

(b) the rent payable under the new tenancy should be

(c) the other terms of the new tenancy should be

5. All correspondence about this request should be sent to †[the tenant] [the tenant's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date

Signature of †[tenant] [tenant's agent]

Name of tenant

Address of tenant .....

.....

.....

†[Address of agent .....

.....

..... ]

## NOTES

*Request for a new tenancy*

1. This request by your tenant for a new tenancy brings his current tenancy to an end on the day before the date mentioned in paragraph 3 above. He can apply to the court under the Landlord and Tenant Act 1954 for a new tenancy. If he does, his current tenancy will continue after the date mentioned in paragraph 3 of this request while his application is being considered by the court. You can ask the court to fix the rent which your tenant will have to pay whilst his tenancy continues. The terms of any *new* tenancy not agreed between you and your tenant will be settled by the court.

*Opposing a request for a new tenancy*

2. If you do not want to grant a new tenancy, you *must* within two months of the making of this request, give your tenant notice saying that you will oppose any application he makes to the court for a new tenancy. You do not need a special form to do this, but you must state on which of the grounds set out in the 1954 Act you will oppose the application—see note 4.

3. The time limit in note 2 runs from the making of this request. The date of the making of the request may not be the date written on the request or the date on which you actually saw it. It may, for instance, be the date on which the request was delivered through the post to your last address known to the person giving the request. If there has been any delay in your seeing this request you may need to act very quickly. If you are in any doubt get advice immediately.

<p><b>WARNING TO LANDLORD</b>  <b>IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE</b>  <b>2, YOU WILL <i>LOSE</i> YOUR RIGHT TO OPPOSE YOUR</b>  <b>TENANT'S APPLICATION TO THE COURT FOR A</b>  <b>NEW TENANCY IF HE MAKES ONE.</b></p>
---

*Grounds for opposing an application*

4. If your tenant applies to the court for a new tenancy, you can only oppose the application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act.



*Grounds*

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that you have offered and are willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and you are the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy you require possession of the holding for the purpose of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;
- (f) that on the termination of the current tenancy you intend to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that you could not reasonably do so without obtaining possession of the holding;

(If you use this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

- (g) that on the termination of the current tenancy you intend to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by you therein, or as your residence.

(You must normally have been the landlord for at least five years to use this ground.)

You can only use one or more of the above grounds if you have stated them in the notice referred to in note 2 above.

*Compensation*

5. If your tenant cannot get a new tenancy solely because grounds (e), (f) or (g) apply, he is entitled to compensation from you under the 1954 Act. If you have opposed his application on any of the other grounds as well as (e), (f) or (g) he can only get compensation if the court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words he cannot get compensation under the 1954 Act if the court has refused his tenancy on *other* grounds even if (e), (f) or (g) also apply.

6. If you are an authority possessing compulsory purchase powers (such as a local authority) you will be aware that your tenant may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

*Negotiating a new tenancy*

7. Most leases are renewed by negotiation. If you do try to agree a new tenancy with your tenant—

(1) YOU should remember that you will not be able to oppose an application to the court for a new tenancy unless you give the notice mentioned in note 2 above within the time limit in that note;

(2) YOUR TENANT should remember that he will lose his right to apply to the court for a new tenancy unless he makes the application not less than two nor more than four months after the making of this request.

*Validity of this notice*

8. The landlord to whom this request is made may not be the landlord to whom the tenant pays the rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this request. The 1954 Act also has rules about the date which the tenant can put in paragraph 3. This depends on the terms of the tenancy. If you have any doubts about whether this request is valid, get immediate advice.

*Explanatory booklet*

9. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 9

**NOTICE BY LANDLORD REQUIRING INFORMATION ABOUT  
OCCUPATION AND SUB-TENANCIES OF BUSINESS  
PREMISES**

(LANDLORD AND TENANT ACT 1954, SECTION 40(1))

To: *(name of tenant)*  
of *(address of tenant)*

**IMPORTANT—THIS NOTICE REQUIRES YOU TO GIVE YOUR LANDLORD CERTAIN INFORMATION. YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.**

1. This notice is given under section 40(1) of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of business premises)*  
of which you are the tenant.

3. I/we require you to notify me/us in writing, within one month of the service of this notice on you—

- (a) whether you occupy the premises or any part of them wholly or partly for business purposes; and
- (b) whether you have a sub-tenant.

4. If you have a sub-tenant, I/we also require you to state—

- (a) what premises are comprised in the sub-tenancy;
- (b) if the sub-tenancy is for a fixed term, what the term is, or, if the sub-tenancy is terminable by notice, by what notice it can be terminated;
- (c) what rent the sub-tenant pays;
- (d) the sub-tenant's full name;
- (e) whether, to the best of your knowledge and belief, the sub-tenant occupies either the whole or part of the premises sub-let to him and, if not, what is his address.

†Cross out words in square brackets if they do not apply.

5. All correspondence about this notice should be sent to †[the landlord] [the landlord’s agent] at the address given below.

Date .....

Signature of †[landlord] [landlord’s agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

NOTES

*Purpose of this notice*

1. Your landlord (or if he is a tenant himself, possibly his landlord) has served this notice on you to obtain the information he needs in order to find out his position under Part II of the Landlord and Tenant Act 1954 in relation to your tenancy. He will then know, for example, whether, when your tenancy expires, you will be entitled to apply to the court for a new tenancy of the whole of the premises comprised in your present tenancy; you may not be entitled to a new tenancy of any part of the premises which you have sub-let. (In certain circumstances, a sub-tenant may become a direct tenant of the landlord.)

*Replying to this notice*

2. Section 40 of the 1954 Act says that you *must* answer the questions asked in the notice and you *must* let the landlord have your answers in writing within one month of the service of the notice. You do not need a special form for this. If you don’t answer these questions or give the landlord incorrect information he might suffer a loss for which, in certain circumstances, you could be held liable.

3. If you have let to more than one sub-tenant you should give the information required in respect of each sub-letting.

*Validity of this notice*

4. The landlord who has given this notice may not be the landlord to whom you pay your rent. “Business” is given a wide meaning in the

1954 Act and is used in the same sense in this notice. The landlord cannot ask for this information earlier than two years before your tenancy is due to expire or could be brought to an end by notice given by him. If you have any doubts about whether this notice is valid get immediate advice.

*Explanatory booklet*

5. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 10

NOTICE BY TENANT OF BUSINESS PREMISES REQUIRING  
INFORMATION FROM LANDLORD ABOUT  
LANDLORD'S INTEREST

(LANDLORD AND TENANT ACT 1954, SECTION 40(2))

To: *(name of landlord)*  
of *(address of landlord)*

IMPORTANT—THIS NOTICE REQUIRES YOU TO GIVE YOUR TENANT CERTAIN INFORMATION. YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 40(2) of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of business premises)*  
of which you are the landlord.

3. I/we give you notice requiring you to notify me/us in writing, within one month of the service of this notice on you—

(a) whether you are the freeholder of the whole or part of the premises.

If you are *not* the freeholder:

(b) I/we also require you to state, to the best of your knowledge and belief—

(i) the name and address of the person who is your immediate landlord in respect of the premises or the part of which you are not the freeholder;

(ii) the length of your tenancy; and

(iii) the earliest date (if any) at which your tenancy can be terminated by notice to quit given by your immediate landlord.

4. I/we also require you to notify me/us—

(a) whether there is a mortgagee in possession of your interest in the property and, if so, his name and address; and

(b) if there is a receiver appointed by the mortgagee or by the court, his name and address also.

5. All correspondence about this notice should be sent to †[the tenant] [the tenant’s agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of †[tenant] [tenant’s agent]

.....

Name of tenant .....

Address of tenant .....

.....

.....

†[Address of agent .....

.....

..... ]

NOTES

*Purpose of this notice*

1. Your tenant has served this notice on you to obtain the information he needs in order to find out who is his landlord for the purposes of Part II of the Landlord and Tenant Act 1954. The Act in certain circumstances enables a tenant of business premises to obtain a new tenancy from that landlord.

*Replying to this notice*

2. Section 40 of the 1954 Act says that you *must* answer the questions asked in the notice and you *must* let your tenant have your answers in writing within one month of the service of this notice. You do not need a special form for this. If you do not answer these questions or give your tenant incorrect information he might suffer a loss for which, in certain circumstances, you could be held liable.

*Validity of this notice*

3. “Business” is given a wide meaning in the 1954 Act and is used in the same sense in this notice. Your tenant cannot ask for this information earlier than two years before his current tenancy is due to expire or could be brought to an end by notice to quit given by you. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

4. The Department of the Environment booklet “Business Tenancies” explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty’s Stationery Office or through booksellers.

Form Number 11

NOTICE BY TENANT OF BUSINESS PREMISES REQUIRING  
INFORMATION FROM MORTGAGEE ABOUT  
LANDLORD'S INTEREST

(LANDLORD AND TENANT ACT 1954, SECTION 40(2))

To: *(name of mortgagee)*of *(address of mortgagee)*

IMPORTANT—THIS NOTICE REQUIRES YOU TO GIVE THE TENANT OF PREMISES OF WHICH YOU ARE THE MORTGAGEE IN POSSESSION, CERTAIN INFORMATION. YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 40(2) of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of business premises)*  
which I/we believe to be in mortgage to you.

3. I/we give you notice requiring you to notify me/us in writing, within one month of the service of this notice on you—

(a) whether the mortgagor is the freeholder of the whole or part of the premises;

If he is *not* the freeholder:

(b) I/we also require you to state, to the best of your knowledge and belief,—

(i) the name and address of the person who is your mortgagor's immediate landlord in respect of the premises or part of which he is not the freeholder;

(ii) the length of your mortgagor's tenancy; and

(iii) the earliest date (if any) at which his tenancy can be terminated by notice to quit given by his immediate landlord.



4. All correspondence about this notice should be sent to †[the tenant] [the tenant's agent] at the address given below.

†Cross out words in square brackets if they do not apply.

Date .....

Signature of †[tenant] [tenant's agent]  
.....

Name of tenant .....

Address of tenant .....  
.....  
.....

†[Address of agent .....  
.....  
..... ]

NOTES

*Purpose of this notice*

1. You are either the mortgagee in possession of business premises or a receiver appointed by the mortgagee or by the court. A tenant of the whole or part of the premises has served this notice on you to obtain the information he needs in order to find out who is his landlord for the purposes of Part II of the Landlord and Tenant Act 1954. The Act in certain circumstances enables a tenant of business premises to obtain a new tenancy from that landlord.

*Replying to this notice*

2. Section 40 of the 1954 Act says that you *must* answer the questions asked in the notice and you *must* let the tenant have your answers in writing within one month of the service of this notice. You do not need a special form for this. If you don't answer these questions or give the tenant incorrect information he might suffer a loss for which, in certain circumstances, you could be held liable.

*Validity of this notice*

3. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The tenant cannot ask for this information earlier than two years before his current tenancy is due to expire or could be brought to an end by notice to quit given by his landlord. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklet*

4. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 12

WITHDRAWAL OF LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY

(LANDLORD AND TENANT ACT 1954, SECTION 44 AND PARAGRAPH 6 OF SCHEDULE 6)

To: (name of tenant)
of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO WITHDRAW A PREVIOUS NOTICE TO TERMINATE YOUR TENANCY. READ THIS NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT YOUR POSITION, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 44 of, and paragraph 6 of Schedule 6 to, the Landlord and Tenant Act 1954.

2. It relates to (description of property) of which you are the tenant.

3. I/we have become your landlord for the purposes of the Act.

4. I/we withdraw the notice given to you by (name of former landlord) of (address of former landlord) terminating your tenancy on

5. Any correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date

Signature of †[landlord] [landlord's agent]

†Cross out words in square brackets if they do not apply.

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

#### NOTES

##### *Purpose of this notice*

1. You were earlier given a notice bringing your tenancy to an end, but there has now been a change of landlord for the purposes of the 1954 Act. This new notice has been given to you by your new landlord and withdraws the earlier notice, which now has no effect. However, the new landlord can, if he wishes, give you a fresh notice with the intention of bringing your tenancy to an end.

##### *Validity of this notice*

2. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. This notice can only be given within two months after the giving of the earlier notice. If you have any doubts about whether this notice is valid, get immediate advice. If it is *not* valid you may have to act quickly to preserve your position under the earlier notice.

##### *Explanatory booklet*

3. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. It is available from Her Majesty's Stationery Office or through booksellers.

Form Number 13

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY WHERE LEASEHOLD REFORM ACT 1967 MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTION 25 AND LEASEHOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: (name of tenant)
of (address of tenant)

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. IF YOU WANT TO CONTINUE TO OCCUPY YOUR PROPERTY YOU MUST ACT QUICKLY. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under section 25 of the Landlord and Tenant Act 1954.

2. It relates to (description of property) of which you are the tenant.

3. I/we give you notice terminating your tenancy on See notes 1 and 13.

4. If you are not willing to give up possession of the property comprised in the tenancy on the date specified in paragraph 3, you must notify me/us in writing within two months after the giving of this notice. See notes 2 to 4.

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will not oppose your application. \*The landlord must cross out one version of paragraph 5. If the second version is used the paragraph letter(s) must be filled in.

OR

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, I/we will oppose it on the grounds mentioned in paragraph(s) of section 30(1) of that Act. See notes 5 and 9.

\*This form must be used (instead of form number 1) if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
(b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967), and
(c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
(d) the tenant is not a company or other artificial person.

See notes 6 and 7.

6. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice on you.

(b) If you have that right and give such a notice within those two months, *this* notice will not operate.

See notes 8 and 11.

(c) If you give such a notice within those two months—

†[(i) I/we shall be entitled to apply to the court under section †[17][18] of the Leasehold Reform Act 1967 and I/we †[propose] [do not propose] to do so.]

†[(ii) I/we shall not be entitled to apply to the court under section †[17][18] of the Leasehold Reform Act 1967.]

†Cross out words in square brackets if they do not apply.

†[7. The following persons are known or believed by me/us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest .....

.....  
.....  
.....]

8. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

## NOTES

*Termination of Tenancy*

1. This notice is intended to bring your tenancy to an end. Because your tenancy is one to which Part II of the Landlord and Tenant Act 1954 applies, you can apply to the court under that Act for a new tenancy—see notes 2 to 5 below. However, the Leasehold Reform Act 1967 may also apply in your case. If it does you may be able to buy the freehold of the property or get an extended lease under *that* Act—see notes 6 to 8 below. In some circumstances your landlord may still be able to get possession of the property. If he does, you may be able to get compensation. The amount of any compensation (see notes 9 to 11) will depend on the steps you have taken and under which Act (it is likely to be greater under the 1967 Act). If you have any doubt about what you should do, get advice immediately.

*Claiming a new tenancy under the 1954 Act*

2. If you apply to the court for a new tenancy under the 1954 Act, your present tenancy will be continued by that Act after the date shown in paragraph 3 of this notice whilst your claim is being considered. The landlord can ask the court to fix the rent which you will have to pay whilst the tenancy is continued. The terms of any *new* tenancy not agreed between you and the landlord will be determined by the court.

3. If you want to apply to the court for a new tenancy you must:—

(1) notify the landlord in writing not later than two months after the giving of this notice that you are not willing to give up possession of the property;

## AND

(2) apply to the court, not earlier than two months nor later than four months after the giving of this notice, for a new tenancy. You should apply to the County Court unless the rateable value of the business part of your premises is above the current County Court limit. In that case you should apply to the High Court.

4. The time limits in note 3 run from the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

*Landlord's opposition to claim for a new tenancy*

5. If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act. The landlord can only use a ground if its paragraph letter is shown in paragraph 5 of this notice.

*Grounds*

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent of, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;
- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding;  

(If the landlord uses this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)
- (g) that on the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

(The landlord must normally have been the landlord for at least five years to use this ground.)



*Rights under the Leasehold Reform Act 1967*

6. If the property comprised in your tenancy is a house, as defined in the 1967 Act, you may have the right to buy the freehold of the property or to extend your lease for fifty years. You can do so if *all* the following conditions are met:—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23rd March 1965, or on the first day of the term in the case of a lease granted to commence after 23rd March 1965; *and*
- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; *and*
- (v) the rateable value of your house was at one time within certain limits.

*Claiming your rights under the 1967 Act*

7. If you do have the right to buy the freehold or to extend the lease and wish to exercise it you must serve the appropriate notice (on a special form prescribed under the 1967 Act) on the landlord. You must do so within two months after the date this notice was served on you. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

**WARNING TO TENANT**  
**IF YOU DO NOT KEEP TO THE TIME LIMITS IN**  
**NOTES 3 AND 7 YOU WILL *LOSE* YOUR RIGHT TO**  
**APPLY TO THE COURT FOR A NEW TENANCY**  
**UNDER THE 1954 ACT OR TO CLAIM THE FREE-**  
**HOLD OR AN EXTENDED LEASE UNDER THE 1967**  
**ACT.**

*Landlord's opposition to claims under the 1967 Act*

8. If your landlord acquired his interest in the house not later than 18th February 1966 he can object to your claim to buy the freehold or to extend the lease on the grounds that he needs the house for occupation by himself or a member of his family. This objection will be under section 18 of the 1967 Act. If you claim a fifty year extension of your lease, your landlord can object under section 17 of the 1967 Act on the grounds that he wishes to redevelop the property. Paragraph 6(c) of the notice will tell you whether the landlord believes he has the right to apply to the court under sections 17 and 18 and whether or not he proposes to do so.

*Compensation*

9. If you cannot get a new tenancy solely because grounds (e), (f) or (g) in note 5 apply, you are entitled to compensation under the 1954 Act. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words you cannot get compensation under the 1954 Act if the court has refused your tenancy on *other* grounds even if (e), (f) or (g) also apply.

10. If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

11. If you have a right under the 1967 Act to buy the freehold or get an extended lease of your premises but the landlord, as mentioned in note 8, is able to obtain possession of the premises, compensation under the 1967 Act is payable. This is normally higher than the compensation mentioned in note 9 above. Your solicitor or surveyor will be able to advise you on this.

*Negotiations with your landlord*

12. Many tenants buy their houses or renew their leases by negotiation. If you do try to buy the property by agreement or to negotiate a new lease with your landlord, remember—

(1) that your present tenancy will not be extended under the 1954 Act after the date in paragraph 3 of this notice unless you *both*—

- (a) give written notice that you will not vacate (note 3(1) above); *and*
- (b) apply to the court for a new tenancy (note 3(2) above);

(2) that you will lose your right to apply to the court for a new tenancy under the 1954 Act if you do not keep to the time limits in note 3; and

(3) that you will lose your right to serve a notice claiming to buy the freehold or to have an extended lease under the 1967 Act if you do not keep to the time limit in note 7.

*Validity of this notice*

13. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and it is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklets*

14. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house.

"Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

Form Number 14

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
ON GROUNDS OF PUBLIC INTEREST WHERE LEASEHOLD  
REFORM ACT 1967 MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25 AND 57 AND LEASE-  
HOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: *(name of tenant)*  
of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25 and 57 of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

See notes 1  
and 5.

3. We give you notice terminating your tenancy on .....

4. A certificate has been given under section 57 of the 1954 Act by ..... that it is requisite for †[our purposes] [the purposes of .....] that the use or occupation of all or part of the property shall be changed by ..... A copy of the certificate is contained in the Schedule to this notice.

See note 2.

5. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice on you.

\*This form *must* be used (instead of form number 2) if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act; and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967); and
- (d) the tenant is not a company or other artificial person.

(b) If you have that right and give such a notice within those two months, *this* notice will not operate. See note 4.

(c) If within those two months you give written notice claiming to be entitled to acquire the freehold or an extended lease we will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967 and we propose to do so.

†[6. The following persons are known or believed by us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest ..... ]

†Cross out words in square brackets if they do not apply.

7. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

Name of landlord .....

Address of landlord .....

†[Address of agent .....

SCHEDULE

[Insert a copy of the certificate]

NOTES

Termination of tenancy

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because a certificate has been given under section 57 of the Act and the date in paragraph 3 of this notice is not earlier than the date in the certificate (set out in the Schedule to this notice) as the date by which

the use or occupation of all or part of the property shall be changed. Because of this you will be entitled to compensation—see note 3.

*Rights under the Leasehold Reform Act 1967*

2. If the property comprised in your tenancy is a house, as defined in the 1967 Act, and if *all* the following conditions are met—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; *and*
- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; *and*
- (v) the rateable value of your house was at one time within certain limits

you would usually have the right to buy the freehold of the property or to extend your lease for fifty years under the 1967 Act. You cannot do so when a certificate has been given under section 57 of the 1954 Act, because section 28 of the 1967 Act says that any notice you give to exercise such a right shall be of no effect. However, you may be entitled to compensation—see note 4.

*Compensation*

3. Because the court cannot order the grant of a new tenancy under the 1954 Act you are entitled to compensation under that Act when you leave the property. Also if your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

4. Because in your case you cannot buy the freehold of the property or extend your lease for 50 years under the 1967 Act, you may also be entitled to compensation under that Act. You cannot, however, get compensation under both the 1954 Act and under the 1967 Act. The compensation payable under the 1967 Act is likely to be greater than that payable under the 1954 Act. In order to be able to claim compensation under the 1967 Act you must, *within two months* serve a written notice on your landlord claiming to be entitled to acquire the freehold or an extended lease (i.e. to say, in effect, that you would have been able to acquire the freehold or an extended lease were it not for the certificate under section 57 of the 1954 Act). The notice must be on a special form prescribed under the 1967 Act. The two month time limit

runs from the service of the notice. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about what you should do get advice immediately.

**WARNING TO TENANT  
IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE  
4 YOU WILL *LOSE* YOUR RIGHT TO COMPENSA-  
TION UNDER THE 1967 ACT.**

*Validity of this notice*

5. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklets*

6. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house. "Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

Form Number 15

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
WHERE CHANGE REQUIRED AT FUTURE DATE ON  
GROUNDS OF PUBLIC INTEREST AND WHERE LEASEHOLD  
REFORM ACT 1967 MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25 AND 57 AND  
LEASEHOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: *(name of tenant)*

of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO  
BRING YOUR TENANCY TO AN END. IF YOU  
WANT TO CONTINUE TO OCCUPY YOUR PRO-  
PERTY YOU MUST ACT QUICKLY. READ THE  
NOTICE AND ALL THE NOTES CAREFULLY. IF  
YOU ARE IN ANY DOUBT ABOUT THE ACTION  
YOU SHOULD TAKE, GET ADVICE IMMEDIATELY  
e.g. FROM A SOLICITOR OR SURVEYOR OR A  
CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25 and 57 of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

See notes 1  
and 9.

3. We give you notice terminating your tenancy on .....

See notes 2  
to 4.

4. If you are not willing to give up possession of the property comprised in the tenancy on the date stated in paragraph 3, you must notify us in writing within two months after the giving of this notice.

\*This form *must* be used (instead of form number 3) if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act; and
- (b) the tenancy is the tenancy of a house (as defined for the purpose of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967); and
- (d) the tenant is not a company or other artificial person.



5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, we will not oppose your application.

\*The landlord must cross out one version of paragraph 5. If the second version is used the paragraph letter(s) must be filled in.

OR

5.\* If you apply to the court under Part II of the Landlord and Tenant Act 1954 for the grant of a new tenancy, we will oppose it on the grounds mentioned in paragraph(s) ..... of section 30(1) of that Act.

See notes 5 to 7.

6. A certificate has been given under section 57 of the 1954 Act by ..... that it is requisite for †[our purposes] [the purposes of .....] that the use or occupation of all or part of the property shall be changed by ..... A copy of the certificate is contained in the Schedule to this notice.

7. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice on you.

See notes 1 and 8.

(b) If you have the right and give such a notice within those two months, *this* notice will not operate.

(c) If within those two months you give written notice claiming to be entitled to acquire the freehold or an extended lease we will be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967 and we propose to do so.

†[8. The following persons are known or believed by us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest .....

†Cross out words in square brackets if they do not apply.

.....  
.....]  
.....]

9. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

### SCHEDULE

*[Insert a copy of the certificate]*

### NOTES

#### *Termination of tenancy*

1. This notice is intended to bring your tenancy to an end. Because your tenancy is one to which Part II of the Landlord and Tenant Act 1954 applies, you can apply to the court under that Act for a new tenancy. However a certificate has been given under section 57 of the 1954 Act and a copy is contained in the Schedule to this notice. This means that if the court orders the grant of a new tenancy, the new tenancy must end not later than the date specified in the certificate. Any new tenancy ordered to be granted will *not* be a tenancy to which Part II of the 1954 Act applies. However the Leasehold Reform Act 1967 may also apply in your case. If it does, you would usually have the right to buy the freehold of the property or to extend the lease for 50 years under the 1967 Act. You cannot do so when a certificate has been given under section 57 of the 1954 Act, because section 28 of the 1967 Act says that any notice you give to exercise such a right shall be of no effect. However you may be entitled to compensation. If you want to apply to the court under the 1954 Act, see notes 2 to 5 below. If you want to know about compensation, see notes 6 to 8 below. The amount of any compensation will depend on the steps you have taken and under which Act (it is likely to be greater under the 1967 Act). If you have any doubt about what you should do, get advice immediately.

#### *Claiming a new tenancy under the 1954 Act*

2. If you apply to the court for a new tenancy under the 1954 Act, your present tenancy will be continued by that Act after the date shown in paragraph 3 of this notice whilst your claim is being considered. The landlord can ask the court to fix the rent which you will have to pay whilst the tenancy is continued. The terms of any *new* tenancy not agreed between you and the landlord will be determined by the court.

3. If you want to apply to the court for a new tenancy you must:—

- (1) notify the landlord in writing not later than two months after the

giving of this notice that you are not willing to give up possession of the property;

*AND*

(2) apply to the court, not earlier than two months nor later than four months after the giving of this notice, for a new tenancy. You should apply to the County Court unless the rateable value of the business part of your premises is above the current County Court limit. In that case you should apply to the High Court.

4. The time limits in note 3 run from the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person giving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

*Landlord's opposition to claim for a new tenancy*

5. If you apply to the court for a new tenancy, the landlord can only oppose your application on one or more of the grounds set out in section 30(1) of the 1954 Act. These grounds are set out below. The paragraph letters are those given in the Act. The landlord can only use a ground if its paragraph letter is shown in paragraph 5 of the notice.

*Grounds*

- (a) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of the state of repair of the holding, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant ought not to be granted a new tenancy in view of his persistent delay in paying rent which has become due;
- (c) that the tenant ought not to be granted a new tenancy in view of other substantial breaches by him of his obligations under the current tenancy, or for any other reason connected with the tenant's use or management of the holding;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the current tenancy and to all other relevant circumstances, and that the accommodation and the time at which it will be available are suitable for the tenant's requirements (including the requirement to preserve goodwill) having regard to the nature and class of his business and to the situation and extent, and facilities afforded by, the holding;
- (e) where the current tenancy was created by the sub-letting of part only of the property comprised in a superior tenancy and the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the holding

and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, that on the termination of the current tenancy the landlord requires possession for the purposes of letting or otherwise disposing of the said property as a whole, and that in view thereof the tenant ought not to be granted a new tenancy;

- (f) that on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding;

(If the landlord uses this ground, the court can sometimes still grant a new tenancy if certain conditions set out in section 31A of the Act can be met.)

- (g) that on the termination of the current tenancy the landlord intends to occupy the holding for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

(The landlord must normally have been the landlord for at least five years to use this ground.)

#### *Compensation under the 1954 Act*

6. If you cannot get a new tenancy solely because grounds (e), (f) or (g) in note 5 apply, you are entitled to compensation under the 1954 Act. If your landlord has opposed your application on any of the other grounds as well as (e), (f) or (g) you can only get compensation if the court's refusal to grant a new tenancy is based solely on grounds (e), (f) or (g). In other words you cannot get compensation under the 1954 Act if the court has refused your tenancy on *other* grounds even if (e), (f) or (g) also apply. If the court *does* order the grant of a new tenancy, you will be entitled to compensation under the 1954 Act because the new tenancy cannot expire later than the date specified in the certificate in the Schedule.

7. If your landlord is an authority possessing compulsory purchase powers (such as a local authority) you may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

#### *Compensation under the 1967 Act*

8. If the property comprised in your tenancy is a house, as defined in the 1967 Act, and *all* the following conditions are met—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; *and*

- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; *and*
- (v) the rateable value of your house was at one time within certain limits

you may be entitled to compensation under the 1967 Act. You cannot, however, get compensation under both the 1954 Act and the 1967 Act. The compensation payable under the 1967 Act is likely to be greater than that payable under the 1954 Act. In order to claim compensation under the 1967 Act you must, *within two months*, serve a written notice on your landlord claiming to be entitled to acquire the freehold or an extended lease (i.e. to say, in effect, that you would have been able to acquire the freehold or an extended lease were it not for the certificate under section 57 of the 1954 Act). The notice must be on a special form prescribed under the 1967 Act. The two month time limit runs from the service of the notice. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt about what you should do, get advice immediately.

**WARNING TO TENANT**  
IF YOU DO NOT KEEP TO THE TIME LIMITS IN  
NOTES 3 AND 8 YOU WILL *LOSE* YOUR RIGHT TO  
APPLY TO THE COURT FOR A NEW TENANCY  
UNDER THE 1954 ACT OR YOUR RIGHT TO COM-  
PENSATION UNDER THE 1967 ACT.

#### *Validity of this notice*

9. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

#### *Explanatory booklets*

10. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house. "Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

Form Number 16

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
BY REASON OF THE LOCAL EMPLOYMENT ACT 1972 WHERE  
LEASEHOLD REFORM ACT 1967 MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60 AND  
LEASEHOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: *(name of tenant)*  
of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO  
BRING YOUR TENANCY TO AN END. READ THE  
NOTICE AND ALL THE NOTES CAREFULLY. IF  
YOU ARE IN ANY DOUBT ABOUT THE ACTION  
YOU SHOULD TAKE, GET ADVICE IMMEDIATELY  
e.g. FROM A SOLICITOR OR SURVEYOR OR A  
CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60 of the Landlord and Tenant Act 1954.

2. You are the tenant of .....  
*(description of property)*  
which is situated in a locality which is either—

- (a) a development area, or
- (b) an intermediate area.

3. We give you notice terminating your tenancy on .....

See note 1.

4. A certificate has been given by the Secretary of State that it is necessary or expedient for the purposes mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed. A copy of the certificate is contained in the Schedule to this notice.

See notes 2  
to 4.

5. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the

\*This form *must* be used (instead of form number 5) if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act; and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967); and
- (d) the tenant is not a company or other artificial person.

freehold or an extended lease cannot be given more than two months after the service of this notice on you.

(b) If you have that right and give such a notice within those two months, *this* notice will not operate.

(c) If you give such a notice within those two months—

See notes 4 and 5.

†(i) We shall be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967 and we †[propose] [do not propose] to do so.]

†Cross out words in square brackets if they do not apply.

†(ii) We shall not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.]

†[6. The following persons are known or believed by us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest .....

..... ]

7. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

SCHEDULE

[Insert a copy of the certificate]

NOTES

Termination of tenancy

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant

Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has certified that it is necessary or expedient for achieving the purposes mentioned in section 2(1) of the Local Employment Act 1972 that the use or occupation of the property should be changed. However, the Leasehold Reform Act 1967 may also apply in your case. If it does you may be able to buy the freehold of the property or get an extended lease under *that* Act—see notes 2 and 3 below. If you claim an extended lease your landlord may still be able to get possession of the property—see note 4. If he does, and you have served notice under the 1967 Act, you may be able to get compensation—see note 5 below. If you have any doubt about what you should do, get advice immediately.

*Rights under the Leasehold Reform Act 1967*

2. If the property comprised in your tenancy is a house, as defined in the 1967 Act, you may have the right to buy the freehold of the property or to extend your lease for fifty years. You can do so if *all* the following conditions are met:—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965, or on the first day of the term in the case of a lease granted to commence after 23 March 1965; *and*
- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; *and*
- (v) the rateable value of your house was at one time within certain limits.

*Claiming your rights under the 1967 Act*

3. If you do have the right to buy the freehold or to extend the lease and wish to exercise it you must serve the appropriate notice (on a special form prescribed under the Act) on the landlord. You must do so within two months after the date this notice was served on you. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

**WARNING TO TENANT**  
IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE  
3 YOU WILL *LOSE* YOUR RIGHT TO CLAIM THE  
FREEHOLD OR AN EXTENDED LEASE UNDER THE  
1967 ACT.



*Landlord's opposition to claims under the 1967 Act*

4. If you claim a fifty year extension of your lease, your landlord can object under section 17 of the 1967 Act on the grounds that he wishes to redevelop the property. Paragraph 5(c) of the notice will tell you whether the landlord believes he has the right to apply to the court under section 17 and whether or not he proposes to do so.

*Compensation*

5. If you have a right under the 1967 Act to buy the freehold or get an extended lease of your premises but the landlord, as mentioned in note 4, is able to obtain possession of the premises, compensation is payable under the 1967 Act. Your solicitor or surveyor will be able to advise you on this.

*Negotiations with your landlord*

6. Many tenants buy their houses or renew their leases by negotiation. If you do try to buy the property by agreement or to negotiate a new lease with your landlord, remember that you will lose your right to serve a notice claiming to buy the freehold or to have an extended lease under the 1967 Act if you do not keep to the time limit in note 3.

*Validity of this notice*

7. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklets*

8. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house. "Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

Form Number 17

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
OF WELSH DEVELOPMENT AGENCY PREMISES WHERE  
LEASEHOLD REFORM ACT 1967 MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60A AND  
LEASEHOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: *(name of tenant)*

of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED, TO  
BRING YOUR TENANCY TO AN END. READ THE  
NOTICE AND ALL THE NOTES CAREFULLY. IF  
YOU ARE IN ANY DOUBT ABOUT THE ACTION  
YOU SHOULD TAKE, GET ADVICE IMMEDIATELY  
e.g. FROM A SOLICITOR OR SURVEYOR OR A  
CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60A of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

3. We give you notice terminating your tenancy on .....

See note 1. 4. A certificate has been given by the Secretary of State that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the premises should be changed.

A copy of the certificate is contained in the Schedule to this notice.

See notes 2  
and 3.

5. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice on you.

(b) If you have that right and give such a notice within those two months, *this* notice will not operate.

---

\*This form *must* be used (instead of form number 6) if

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act; and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967); and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967); and
- (d) the tenant is not a company or other artificial person.

(c) If you give such a notice within those two months

See notes 4 to 7.

†[(i) We shall be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967 and we †[propose] [do not propose] to do so.]

†Cross out words in square brackets if they do not apply.

†[(ii) We shall not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.]

†[6. The following persons are known or believed by us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest .....

.....]  
.....]

7. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

.....

†[Address of agent .....

.....

..... ]

SCHEDULE

[Insert a copy of the certificate]

NOTES

Termination of tenancy

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has given a certificate under section 60A of the Act that it is necessary or expedient, for the purpose of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should

be changed. However, the Leasehold Reform Act 1967 may also apply in your case. If it does, you may be able to buy the freehold of the property or get an extended lease under *that* Act—see notes 2 and 3 below. If you claim an extended lease your landlord may still be able to get possession of the property—see note 4. If he does, you may be able to get compensation. The amount of any compensation (see notes 5 to 7) will depend on the steps you have taken and under which Act (it is likely to be greater under the 1967 Act). If you have any doubt about what you should do, get advice immediately.

*Rights under the Leasehold Reform Act 1967*

2. If the property comprised in your tenancy is a house, as defined in the 1967 Act, you may have the right to buy the freehold of the property or to extend your lease for fifty years. You can do so if *all* the following conditions are met:—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; *and*
- (ii) your lease is of the whole house; *and*
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965 or on the first day of the term if the case of a lease granted to commence after 23 March 1965; *and*
- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; *and*
- (v) the rateable value of your house was at one time within certain limits.

*Claiming your rights under the 1967 Act*

3. If you do have the right to buy the freehold or to extend the lease and wish to exercise it, you must serve the appropriate notice (on a special form prescribed under the Act) on the landlord. You must do so within two months after the date this notice was served on you. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

**WARNING TO TENANT**  
**IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE**  
**3 YOU WILL *LOSE* YOUR RIGHT TO CLAIM THE**  
**FREEHOLD OR AN EXTENDED LEASE UNDER THE**  
**1967 ACT.**

*Landlord's opposition to claims under the 1967 Act*

4. If you claim a fifty year extension of your lease, your landlord can object under section 17 of the 1967 Act on the grounds that he wishes to

redevelop the property. Paragraph 5(c) of the notice will tell you whether the landlord believes he has the right to apply to the court under section 17 and whether or not he proposes to do so.

#### *Compensation*

5. Because the court cannot order the grant of a new tenancy in your case, you may be entitled to compensation under the 1954 Act when you leave the property. You will *not* be entitled to such compensation if either:

- (a) the premises were vested in the Welsh Development Agency under section 7 or 8 of the Welsh Development Agency Act 1975; or
- (b) you were not the tenant of the premises when the Agency acquired the interest by virtue of which the certificate contained in the Schedule was given.

6. You may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

7. If you have a right under the 1967 Act to buy the freehold or get an extended lease of your premises but the landlord, as mentioned in note 4 is able to obtain possession of the premises, compensation under the 1967 Act is payable. This is normally higher than the compensation mentioned in note 5 above. Your solicitor or surveyor will be able to advise you on this.

#### *Negotiations with your landlord*

8. Many tenants buy their houses or renew their leases by negotiation. If you do try to buy the property by agreement or to negotiate a new lease with your landlord, remember that you will lose your right to serve a notice claiming to buy the freehold or to have an extended lease under the 1967 Act if you do not keep to the time limit in note 3.

#### *Validity of this notice*

9. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

#### *Explanatory booklets*

10. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house. "Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

Form Number 18

LANDLORD'S NOTICE TO TERMINATE BUSINESS TENANCY  
OF PREMISES OF THE DEVELOPMENT BOARD FOR RURAL  
WALES WHERE LEASEHOLD REFORM ACT 1967  
MAY APPLY\*

(LANDLORD AND TENANT ACT 1954, SECTIONS 25, 58 AND 60B AND  
LEASEHOLD REFORM ACT 1967, SCHEDULE 3, PARAGRAPH 10)

To: *(name of tenant)*  
of *(address of tenant)*

IMPORTANT—THIS NOTICE IS INTENDED TO BRING YOUR TENANCY TO AN END. READ THE NOTICE AND ALL THE NOTES CAREFULLY. IF YOU ARE IN ANY DOUBT ABOUT THE ACTION YOU SHOULD TAKE, GET ADVICE IMMEDIATELY e.g. FROM A SOLICITOR OR SURVEYOR OR A CITIZENS ADVICE BUREAU.

1. This notice is given under sections 25, 58 and 60B of the Landlord and Tenant Act 1954.

2. It relates to .....  
*(description of property)*  
of which you are the tenant.

3. We give you notice terminating your tenancy on .....

See note 1. 4. A certificate has been given by the Secretary of State that it is necessary or expedient, for the purposes of providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the premises should be changed. A copy of the certificate is contained in the Schedule to this notice.

See notes 2 and 3. 5. (a) If you have a right under the Leasehold Reform Act 1967 to acquire the freehold or an extended lease of the property comprised in the tenancy, notice of your desire to have the freehold or an extended lease cannot be given more than two months after the service of this notice on you.

(b) If you have that right and give such a notice within those two months, *this* notice will not operate.

\*This form *must* be used (instead of form number 7) if—

- (a) no previous notice terminating the tenancy has been given under section 25 of the Act, and
- (b) the tenancy is the tenancy of a house (as defined for the purposes of Part I of the Leasehold Reform Act 1967), and
- (c) the tenancy is a long tenancy at a low rent (within the meaning of that Act of 1967), and
- (d) the tenant is not a company or other artificial person.

(c) If you give such a notice within those two months—

See notes 4 to 7.

†[(i) We shall be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967 and we †[propose] [do not propose] to do so.]

†Cross out words in square brackets if they do not apply.

†[(ii) We shall not be entitled to apply to the court under section 17 of the Leasehold Reform Act 1967.]

†[6. The following persons are known or believed by us to have an interest superior to your tenancy or to be the agents concerned with the property on behalf of someone who has such an interest .....

.....]

7. All correspondence about this notice should be sent to †[the landlord] [the landlord's agent] at the address given below.

Date .....

Signature of †[landlord] [landlord's agent]

.....

Name of landlord .....

Address of landlord .....

.....

†[Address of agent .....

.....

..... ]

SCHEDULE

[Insert a copy of the certificate]

NOTES

Termination of tenancy

1. This notice is intended to bring your tenancy to an end. Usually tenants under tenancies to which Part II of the Landlord and Tenant Act 1954 applies can apply to the court for a new tenancy. You cannot do so because the Secretary of State has given a certificate under section 60B of the Act that it is necessary or expedient, for the purposes of

providing employment appropriate to the needs of the area in which the premises are situated, that the use or occupation of the property should be changed. However, the Leasehold Reform Act 1967 may also apply in your case. If it does, you may be able to buy the freehold of the property or get an extended lease under *that* Act—see notes 2 and 3 below. If you claim an extended lease your landlord may still be able to get possession of the property—see note 4. If he does, you may be able to get compensation. The amount of any compensation (see notes 5 to 7) will depend on the steps you have taken and under which Act (it is likely to be greater under the 1967 Act). If you have any doubt about what you should do, get advice immediately.

*Rights under the Leasehold Reform Act 1967*

2. If the property comprised in your tenancy is a house, as defined in the 1967 Act, you may have the right to buy the freehold of the property or to extend your lease for fifty years. You can do so if *all* the following conditions are met:—

- (i) your lease was originally granted for a term of more than 21 years, or it was preceded by such a lease which was granted or assigned to you; and
- (ii) your lease is of the whole house; and
- (iii) your lease is at a low rent. That is, your present annual rent is less than two-thirds of the rateable value of your house as assessed either on 23 March 1965 or on the first day of the term in the case of a lease granted to commence after 23 March 1965; and
- (iv) you are occupying the house as your only or main residence and you have been doing so either for the whole of the last three years, or for a total of three years during the last ten years under this lease; and
- (v) the rateable value of your house was at one time within certain limits.

*Claiming your rights under the 1967 Act*

3. If you do have the right to buy the freehold or to extend the lease and wish to exercise it you must serve the appropriate notice (on a special form prescribed under the Act) on the landlord. You must do so within two months after the date this notice was served on you. The date of service of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address known to the person serving the notice. If there has been any delay in your seeing this notice you may need to act very quickly. If you are in any doubt get advice immediately.

<p><b>WARNING TO TENANT</b> IF YOU DO NOT KEEP TO THE TIME LIMIT IN NOTE 3 YOU WILL <i>LOSE</i> YOUR RIGHT TO CLAIM THE FREEHOLD OR AN EXTENDED LEASE UNDER THE 1967 ACT.</p>
---



*Landlord's opposition to claims under the 1967 Act*

4. If you claim a fifty year extension of your lease, your landlord can object under section 17 of the 1967 Act on the grounds that he wishes to redevelop the property. Paragraph 5(c) of the notice will tell you whether the landlord believes he has the right to apply to the court under section 17 and whether or not he proposes to do so.

*Compensation*

5. Because the court cannot order the grant of a new tenancy in your case, you may be entitled to compensation under the 1954 Act when you leave the property. You will *not* be entitled to such compensation if either:—

- (a) the premises are premises which—
  - (i) were vested in the Welsh Development Agency by section 8 of the Welsh Development Agency Act 1975 or were acquired by the Agency when no tenancy subsisted in the premises; and
  - (ii) subsequently vested in the Development Board for Rural Wales under section 24 of the Development of Rural Wales Act 1976; or
- (b) you were not a tenant of the premises when the Board acquired the interest by virtue of which the certificate contained in the Schedule was given.

6. You may be entitled to a disturbance payment under Part III of the Land Compensation Act 1973.

7. If you have a right under the 1967 Act to buy the freehold or get an extended lease of your premises but the landlord, as mentioned in note 4, is able to obtain possession of the premises, compensation under the 1967 Act is payable. This is normally higher than the compensation mentioned in note 5 above. Your solicitor or surveyor will be able to advise you on this.

*Negotiations with your landlord*

8. Many tenants buy their houses or renew their leases by negotiation. If you do try to buy the property by agreement or to negotiate a new lease with your landlord, remember that you will lose your right to serve a notice claiming to buy the freehold or to have an extended lease under the 1967 Act if you do not keep to the time limit in note 3.

*Validity of this notice*

9. The landlord who has given this notice may not be the landlord to whom you pay your rent. "Business" is given a wide meaning in the 1954 Act and is used in the same sense in this notice. The 1954 Act also has rules about the date which the landlord can put in paragraph 3. This depends on the terms of your tenancy. If you have any doubts about whether this notice is valid, get immediate advice.

*Explanatory booklets*

10. The Department of the Environment booklet "Business Tenancies" explains the provisions of Part II of the 1954 Act in more detail than these notes. The Department of the Environment and Welsh Office booklet "Leasehold Reform" gives details of the rights of leaseholders to claim to buy the freehold or to have an extension to the lease of their house. "Business Tenancies" is available from Her Majesty's Stationery Office or through booksellers. "Leasehold Reform" is available from Council Offices and housing aid centres.

## SCHEDULE 3

Name of Statutory Instrument	Extent of revocation
The Landlord and Tenant (Notices) Regulations 1957 (S.I. 1957/1157)	Paragraphs (vii) to (xiv) of Regulation 4.  Forms 7 to 16 in the Appendix.
The Landlord and Tenant (Notices) Regulations 1963 (S.I. 1963/795)	The whole Instrument.
The Landlord and Tenant (Notices) Regulations 1967 (S.I. 1967/1831)	Regulations 6 and 7. Appendix 2.
The Landlord and Tenant (Notices) Regulations 1969 (S.I. 1969/1771)	The whole Instrument.
The Landlord and Tenant (Notices) Regulations 1973 (S.I. 1973/792)	The whole Instrument.

4th February 1983.

*Tom King,*  
Secretary of State for the  
Environment.

8th February 1983

*Nicholas Edwards,*  
Secretary of State for Wales.

## EXPLANATORY NOTE

*(This Note is not part of the Regulations.)*

These Regulations prescribe the forms of notice to be used for the purposes of Part II of the Landlord and Tenant Act 1954. Part II of that Act deals with security of tenure for business, professional and some other tenants.

Forms 1 to 5 in Schedule 2 to the Regulations replace forms 7 to 11 in the Appendix to the Landlord and Tenant (Notices) Regulations 1957 as amended. Forms 8 to 12 in Schedule 2 replace forms 12 to 16 in the Appendix to the 1957 Regulations. These forms have been amended to have regard to statutory changes since they were last revised, and have been substantially redrafted. In particular more attention has been drawn to the time limits imposed by the Landlord and Tenant Act 1954 on the taking of certain actions. Apart from the drafting, no changes of substance have been made in the matters dealt with by the forms.

Forms 6 and 7 in Schedule 2 to these Regulations are new and follow from amendments made to the 1954 Act by the Welsh Development Agency Act 1975 and the Development of Rural Wales Act 1976, respectively.

As amended by the Landlord and Tenant (Notices) Regulations 1967, the 1957 Regulations contained an Appendix 2 setting out amendments which had to be made to forms 7, 8 and 9 of those Regulations if the Leasehold Reform Act 1967 applied to the premises concerned as well as Part II of the 1954 Act. The opportunity has been taken in these Regulations to prescribe separate forms of notice for use in these circumstances (forms 13, 14 and 15) rather than prescribing amendments which had to be made to every notice. This approach has also been adopted in forms 16, 17 and 18 which are the alternative versions of forms 5, 6 and 7 for use when the Leasehold Reform Act 1967 may also apply.

The 1957 Regulations, and the Regulations amending those Regulations have been revoked by Regulation 4 and Schedule 3 to these Regulations to the extent that the earlier Regulations related to Part II of the 1954 Act. The earlier Regulations have been left extant in so far as they relate to forms of notice under Part I of the 1954 Act. Regulation 4 enables notices served before 1st August 1983 to be either in the old or the new form.

Section 58 of the Housing Act 1980 applied Part II of the 1954 Act to assured tenancies of residential premises under that Act. Regulation 2(3) makes it clear that those Regulations do not apply to notices in respect of such tenancies. Those notices are prescribed by the Landlord and Tenant Act 1954, Part II (Assured Tenancies) (Notices) Regulations 1983 (S.I. 1983/132).

SI 1983/133

SI 1983/133  
ISBN 0-11-036133-4



780110 361338