
STATUTORY INSTRUMENTS

1987 No. 710

The Agricultural Holdings (Arbitration on Notices) Order 1987

**PART III:
NOTICES TO QUIT**

extension of time under notice to remedy after notice to quit

Extension by arbitrator

14. Where—

- (a) notice to quit is stated to be given by reason of the tenant's failure to remedy a breach of any term or condition of his tenancy—
 - (i) within the time specified in a notice to remedy, or
 - (ii) within that time as extended by the landlord, or in pursuance of article 6 or of this article, and
- (b) it appears to the arbitrator on an arbitration under article 9 that, notwithstanding that the time originally specified or extended was reasonable, it would, in consequence of anything happening before the expiration of that time, have been unreasonable to require the tenant to remedy the breach within that time,

the arbitrator may treat the time as having been extended, or further extended, and may make his award as if the time had not expired; and where the breach has not been remedied at the date of the award, the arbitrator may extend the time by such period as he considers reasonable, having regard to the length of time which has elapsed since the service of the notice to remedy.

Termination of tenancy following extension

15.—(1) Where the time specified for doing any work is extended under article 14, the arbitrator may, either of his own motion or on the application of the landlord made not later than fourteen days after the termination of the arbitration, specify a date for the termination of the tenancy by a subsequent notice to quit in the event of the tenant's failure to do the work within the extended time.

(2) A date specified under paragraph (1) above shall not be earlier than—

- (a) the date on which the tenancy could have been terminated by the original notice to quit (that is, the notice which was the subject of the arbitration), or
- (b) six months after the expiration of the extended time,

whichever is the later.

(3) Where the landlord applies to the arbitrator under paragraph (1) above, he shall at the same time give written notice of the application to the tenant (except where the application is made at the arbitration) and the tenant shall be entitled to be heard on the application.

(4) A notice to quit on a date specified under paragraph (1) above shall be served on the tenant within one month after the expiration of the extended time, and, subject to paragraph (5) below, shall be valid notwithstanding it is served less than twelve months before the date on which the tenancy is to be terminated or that that date is not the end of a year of the tenancy.

(5) Where a subsequent notice to quit is given in accordance with paragraph (1) above in a case where the original notice to quit included a statement in accordance with Case D to the effect that it was given by reason of the tenant's failure to comply with a notice to do work, then, if the tenant serves on the landlord a counter-notice in writing within one month after the giving of the subsequent notice to quit (or, if the date specified in that notice for the termination of the tenancy is earlier, before that date), the subsequent notice to quit shall not have effect unless the Tribunal consent to its operation.

(6) On an application made for the consent of the Tribunal under paragraph (5) above on the part of the landlord, the Tribunal shall consent to the operation of the notice to quit unless it appears to them, having regard—

- (a) to the extent to which the tenant has failed to comply with the notice to do work,
- (b) to the consequences of his failure to comply with it in any respect, and
- (c) to the circumstances surrounding any such failure,

that a fair and reasonable landlord would not insist on possession.