

1989 No. 1548

LANDLORD AND TENANT

The Landlord and Tenant Act 1954, Part II (Notices)  
(Amendment) Regulations 1989

*Made* - - - - - 24th August 1989  
*Laid before Parliament* 6th September 1989  
*Coming into force* - 29th September 1989

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) (Amendment) Regulations 1989 and shall come into force on 29th September 1989.

2. Schedule 2 to the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983(c) is amended as follows—

(1) for forms number 1, 3, 13 and 15 substitute the forms with those numbers in the Schedule to these Regulations;

(2) for the last paragraph of the notes in forms number 2 and 4 to 12 substitute—  
“The Department of the Environment and Welsh Office booklet “Business Leases and Security of Tenure” explains the main provisions of Part II of the 1954 Act. It is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex.”;

(3) for the last paragraph of the notes in forms number 14 and 16 to 18 substitute—  
“The Department of the Environment and Welsh Office booklet “Business Leases and Security of Tenure” explains the main provisions of Part II of the 1954 Act. The Department of the Environment and Welsh Office booklet “Leasehold Reform” (booklet no. 9 in the series of housing booklets) 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 Leases and Security of Tenure” is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex and “Leasehold Reform” is available from council offices and housing aid centres.”.

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(a) 1954 c.56.  
(b) S.I. 1974/1896.  
(c) S.I. 1983/133.

Signed by authority of the Secretary of State

22nd August 1989

*David Hunt*  
Minister of State,  
Department of the Environment

Signed by authority of the Secretary of State

24th August 1989

*Ian Grist*  
Parliamentary Under Secretary of State,  
Welsh Office

SCHEDULE

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.

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

See notes 1 and 8.

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

See notes 2 and 3.

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]

\*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 13 instead of this form.

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 and Welsh Office booklet "Business Leases and Security of Tenure" explains the main provisions of Part II of the 1954 Act. It is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex.

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)
3. We give you notice terminating your tenancy on

See notes 1 and 8.
See notes 2 and 3.

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

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 4 and 5.

6. 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.

See notes 1 and 6.

7. 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]

\*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 1 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.

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.

**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 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 and Welsh Office booklet "Business Leases and Security of Tenure" explains the main provisions of Part II of the 1954 Act. It is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex.

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. Within two months after the giving of this notice, you must notify me/us in writing whether or not you are willing to give up possession of the property comprised in the tenancy on the date stated in paragraph 3. See notes 2 and 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.

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. See notes 6 and 7.

(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—

†[(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.]

See notes 8 and 11. †Cross out words in square brackets if they do not apply.

\*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 1 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.

†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 purpose, 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 FREEHOLD 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 and Welsh Office booklet "Business Leases and Security of Tenure" explains the main provisions of Part II of the 1954 Act. The Department of the Environment and Welsh Office booklet "Leasehold Reform" (booklet no. 9 in the series of housing booklets) 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 Leases and Security of Tenure" is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex and "Leasehold Reform" is available from council offices and housing aid centres.

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 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)

of which you are the tenant.

See notes 1 and 9.

3. We give you notice terminating your tenancy on

See notes 2 and 4.

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

\*\*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 5 to 7.

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.

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

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.

See notes 1 and 8.

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.

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

\*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 purposes of Part 1 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 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.

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

†[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 .....

..... ]

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 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

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 COMPENSATION UNDER THE 1967 ACT.

#### Validity of this notice

9. The landlord who has given this notice may not be the landlord to whom you will 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 and Welsh Office booklet "Business Leases and Security of Tenure" explains the main provisions of Part II of the 1954 Act. The Department of the Environment and Welsh Office booklet "Leasehold Reform" (booklet no. 9 in the series of housing booklets) 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 Leases and Security of Tenure" is available from the Department of the Environment Publications Store, Building No. 3, Victoria Road, South Ruislip, Middlesex and "Leasehold Reform" is available from council offices and housing aid centres.

## **EXPLANATORY NOTE**

*(This note is not part of the Regulations)*

These Regulations replace forms 1, 3, 13 and 15 (notices terminating business tenancies to which Part II of the Landlord and Tenant Act 1954 applies) in Schedule 2 to the Landlord and Tenant Act 1954, Part II (Notices) Regulations 1983. The notices now expressly require a tenant to notify the landlord whether he is willing to give up possession of the property let to him as well as whether he is unwilling to do that. The Regulations also update a reference to a booklet in the forms prescribed by the 1983 Regulations.

**£3.00 net**

**ISBN 0 11 097548 0**

Printed in the United Kingdom for Her Majesty's Stationery Office  
0502891 WO1567 C15 10/89 51.0.0 56219 78014