EXPLANATORY NOTE

(This Note is not part of the Rules, but is intended to indicate their general purport.)

Under the Landlord and Tenant Act, 1954, it may be necessary to determine the rateable value of a tenant's holding either for the purpose of determining the amount of compensation payable in certain circumstances to a tenant of business premises or for the purpose of ascertaining which Court shall have jurisdiction in certain disputes. These Rules set out the procedure to be followed where, in accordance with Section 37 (5) of the Act, a dispute about the rateable value of the holding is referred to the Commissioners of Inland Revenue.

1954 No. 1107

The Landlord and Tenant (Notices) Regulations, 1954

Made - - - -	19*th August*, 1954
Laid before Parliament	26*th August*, 1954
Coming into Operation	27*th August*, 1954

I, Gavin Turnbull, Baron Simonds, Lord High Chancellor of Great Britain, in exercise of the powers conferred on me by section 66 of the Landlord and Tenant Act, 1954(a), hereby make the following Regulations:—

1. These Regulations may be cited as the Landlord and Tenant (Notices) Regulations, 1954, and shall come into operation on the 27th day of August, 1954.

2. The Interpretation Act, 1889(b), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

3. In these Regulations, unless the context otherwise requires,—

(*a*) "The Act" means the Landlord and Tenant Act, 1954.

(*b*) A form referred to by number means the form so numbered in the Appendix to these Regulations.

4. The forms in the Appendix to these Regulations, or forms substantially to the like effect, shall be used for the following purposes, that is to say:—

(i) A landlord's notice proposing a statutory tenancy given under the provisions of section 4 of the Act shall be in Form 1;

(ii) A landlord's notice to resume possession given under the provisions of section 4 of the Act shall be in Form 2;

(iii) A notice under the provisions of section 18 of the Act, being a notice requiring a tenant or sub-tenant of residential property to give information about sub-tenancies, shall be in Form 3;

(iv) A notice under the provisions of paragraph 8 of the First Schedule to the Act, being a notice requiring a tenant to pay instalments of his payment for accrued tenant's repairs to his immediate landlord for transmission to the person who is the landlord for the purposes of the Act, shall be in Form 4.

(v) A notice served by a landlord under the provisions of paragraph 5 of the Fifth Schedule to the Act on another landlord, being a notice requiring that other landlord to consent to the giving of a landlord's notice proposing a statutory tenancy or of a landlord's notice to resume possession, shall be in Form 5.

(a) 2 & 3 Eliz. 2. c. 56. (b) 52 & 53 Vict. c. 63.

(vi) A notice served by a landlord under the provisions of paragraph 5 of the Fifth Schedule to the Act on another landlord, being a notice requiring that other landlord to consent to the making of an agreement under Part I of the Act between the landlord serving the notice and the tenant, shall be in Form 6.

(vii) A notice under the provisions of section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies, shall be in Form 7.

(viii) A notice under the provisions of section 26 of the Act, being a tenant's request for a new tenancy of premises to which Part II of the Act applies, shall be in Form 8.

(ix) A notice under the provisions of subsection (1) of section 40 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, shall be in Form 9.

(x) A notice served under the provisions of subsection (2) of section 40 of the Act on a landlord of business premises, being a notice requiring that landlord to give information about his interest in the premises, shall be in Form 10.

(xi) A notice served under the provisions of subsection (2) of section 40 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, shall be in Form 11.

Dated the 19th day of August, 1954.

Simonds, C.

APPENDIX

FORM 1

LANDLORD AND TENANT ACT, 1954

Landlord's Notice proposing a Statutory Tenancy

To , tenant of premises known as .

See Note 3. 1. I, of , landlord of the above-mentioned premises, hereby give you notice terminating your tenancy of the premises on the day of , 19 .

See Notes 5 & 6. 2. You are requested within two months after receiving this Notice to notify me in writing whether you are willing to give up possession of the premises on the said date.

See Note 2. 3. I believe that you are entitled to the protection of Part I of the Act in respect of the whole of the premises [*or, if part only of the premises qualifies for protection,* in respect of the following part of the premises, namely], and the proposals contained in the next following paragraph are made on the assumption that the statutory tenancy would be a tenancy of the whole of the premises [*or* the said part of the premises].

See Note 4. 4. If you are not willing to give up possession of the premises on the day of , 19 , I propose that you should continue as a statutory tenant of the premises [*or* of the said part of the premises] on the following terms—[*Here should be stated*

See Notes 8, 9 & 10. (i) rent, intervals at which rent is to be paid and whether payable in advance or in arrear;

(ii) whether any, and if so what, initial repairs are to be carried out;

(iii) which, if any, of the initial repairs are to be carried out by the landlord and which, if any, by the tenant;

(iv) which, if any, of the initial repairs to be carried out by the landlord are required in consequence of failure by the tenant to fulfil his obligations under the current tenancy, and the estimated cost of such repairs (excluding any part recoverable otherwise than from the tenant or his predecessors in title);

(v) what amount the landlord proposes that the tenant should pay in respect of the cost incurred by the landlord in ascertaining the initial repairs set out in item (iv);

(vi) whether any amount is due to the landlord under section 6 of the Leasehold Property (Temporary Provisions) Act, 1951, in respect of the cost of work executed on the premises, and, if so, what amount the landlord proposes that the tenant should pay;

(vii) whether payment for the amounts mentioned in items (iv), (v) and (vi) above is to be made by instalments or otherwise, and if by instalments, the amount of each instalment, the time at which the first is to be payable and the frequency of the instalments;

(viii) obligations as to repairs other than the initial repairs mentioned above;

(ix) any other terms.]

If any of these terms cannot be settled by agreement between us, I propose to apply to the County Court for a determination.

[*Paragraph 5 should be struck out, if not required* See Note 11.

5. If you continue in possession of the premises I require a record to be made of the state of repair of the premises as soon as may be after the completion of the initial repairs or, if the carrying out of initial repairs is not agreed between us or determined by the County Court, as soon as may be after the beginning of the statutory tenancy.]

6. This Notice is given under the provisions of section 4 of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

FORM 1

NOTES

1. Part I of the Landlord and Tenant Act, 1954, provides that a tenant of residential premises under a tenancy granted for more than 21 years at a rent which is less than two-thirds of the rateable value of the premises comprised in the tenancy shall, at the end of the period of the original tenancy, be entitled to continue as a tenant on the same terms as before unless he terminates the tenancy himself or it is terminated by the landlord in accordance with the provisions of the Act.

2. By the Act the continuing tenancy is restricted to premises in respect of which the tenant, if the rent had been more than two-thirds of the rateable value, would be entitled to the protection of the Rent Acts. (A tenant is not entitled to the protection of the Rent Acts unless he is in occupation of the premises.)

3. The landlord may terminate the tenancy by notice which, as a general rule, must be given not more than 12 nor less than 6 months before the date of termination specified in the notice. That date must not normally be earlier than the date on which the original tenancy expires. When the landlord terminates the tenancy, he may (*a*) propose in its place a statutory tenancy under the Rent Acts, or (*b*) give notice of his intention to apply to the court for possession of the premises.

4. This is a notice proposing a statutory tenancy. It sets out the landlord's proposals for the terms of your future tenancy should you decide that you wish to remain in possession of the premises.

5. If you wish to give up possession of the premises comprised in the tenancy, you should notify the landlord to that effect within two months of receipt of this Notice and vacate the premises on the date of termination specified in it. Failure to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

6. If you do not wish to give up possession of the premises comprised in the tenancy, you should within two months after receipt of this Notice notify the landlord to that effect. This will ensure that you do not lose the right conferred by the Act to remain in possession as a statutory tenant on terms to be agreed between you and the landlord, or settled by the county court. If you fail to notify the landlord and are not in occupation of the premises two months after receiving this Notice, you may lose the protection of the Act. If you fail to notify the landlord, but are in occupation two months after receiving this Notice, you will not lose that protection.

7. After this Notice has been given, it will be open to you and the landlord to settle the terms of the statutory tenancy by agreement. If you cannot agree on any of the terms, the landlord may apply to the court for a decision.

8. The terms of the statutory tenancy may provide for the carrying out of certain repairs at the start of the tenancy. These are known as "initial repairs". You cannot be required to carry out any initial repairs yourself unless you are willing to do so. If the landlord carries out initial repairs he will be entitled to recover from you (*a*) the reasonable cost of the repairs, in so far as they are required in consequence of your failure to fulfil your obligations under your current tenancy; and (*b*) the reasonable cost of ascertaining what repairs are required for this reason. Whatever the obligations under your current tenancy, the Act provides that you will not be obliged to pay for more initial repairs than are needed to bring the premises into good repair, having regard to their age, character and locality.

If it is proposed that the terms of the statutory tenancy should include provisions for initial repairs, several matters relating to the repairs and payment for them will have to be agreed between you and the landlord, or determined by the court. These are—

(i) what, if any, initial repairs are required;

(ii) which, if any, of them are to be carried out by you, and which by the landlord;

(iii) which of the repairs to be carried out by the landlord are to be paid for by you;

(iv) whether any such payment is to be made, by lump sum or by instalments, and if by instalments, the amount of each and the times for payment.

(*The next paragraph can be disregarded except where terms proposed by the landlord include payment of an amount due to the landlord under section 6 of the Leasehold Property (Temporary Provisions) Act,* 1951.)

9. A landlord who has carried out essential repairs on the premises under the powers conferred by section 6 of the Leasehold Property (Temporary Provisions) Act, 1951, may recover any amount due from the tenant in respect of those repairs in addition to the cost of the initial repairs. The amount, if any, due for any such repairs and who is to pay it will be settled by agreement between the landlord and the tenant or determined by the court in the same way as questions relating to initial repairs.

10. If you and the landlord cannot agree and the court has to determine the new rent payable under the statutory tenancy, the court will have regard to all other terms of the tenancy and will fix a rent which, irrespective of the personal circumstances of the landlord and yourself, is in its opinion a reasonable rent for a house in the state in which the premises will be when the initial repairs, if any, have been completed.

11. The Act enables the landlord to require that, if you retain possession of the premises, a record shall be made of their state of repair as soon as may be after the completion of the initial repairs or, in the absence of any agreement or determination requiring the carrying out of initial repairs, as soon as may be after the beginning of the statutory tenancy. If this Notice does not require a record to be made and you do not wish to give up possession, you may include such a requirement in your notification to the landlord that you are unwilling to give up possession. Any record required to be made will have to be made by a person appointed by the landlord and yourself, or, if you and the landlord cannot agree, by the President of the Royal Institution of Chartered Surveyors; and the cost of making the record will, in default of agreement, have to be met by the landlord and yourself in equal shares.

12. The term "landlord" for the purposes of this Notice does not necessarily mean the landlord to whom you pay the rent; it means the person who is your landlord for the purposes of Part I of the Act.

Form 2

Landlord and Tenant Act, 1954

Landlord's Notice to resume Possession

To , tenant of premises known as .

1. I, of , landlord of the above-mentioned premises, hereby give you notice terminating your tenancy of the said premises on the day of , 19 . See Note 3.

2. You are requested within two months after receiving this Notice to notify me in writing whether you are willing to give up possession of the premises on the said date. See Notes 4 & 5.

3. I believe that you are entitled to the protection of Part I of the Act in respect of the whole of the premises [*or, if part only of the premises qualifies for protection,* in respect of the following part of the premises, namely]. See Note 2.

4. If you are not willing to give up possession of the premises on the day of , 19 , I propose to apply to the County Court for possession of the premises on the ground that [*here state ground or grounds*]. See Note 6 & 7.

5. This Notice is given under the provisions of section 4 of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed ..... (Landlord)

..... (Address)

Form 2

Notes

1. Part I of the Landlord and Tenant Act, 1954, provides that a tenant of residential premises under a tenancy granted for more than 21 years at a rent of less than two-thirds of the rateable value of the premises comprised in the tenancy shall, at the end of the period of the original tenancy, be entitled to continue as a tenant on the same terms as before unless he terminates the tenancy himself or it is terminated by the landlord in accordance with the provisions of the Act.

2. By the Act the continuing tenancy is restricted to premises in respect of which the tenant, if the rent had been more than two-thirds of the rateable value, would be entitled to the protection of the Rent Acts. (A tenant is not entitled to the protection of the Rent Acts unless he is in occupation of the premises.)

3. The landlord may terminate the tenancy by notice given not more than 12 nor less than 6 months before the date of termination specified in the notice. That date must not normally be earlier than the date on which the original tenancy expires.

4. If you are willing to give up possession of the premises comprised in the tenancy, you should notify the landlord to that effect within two months of receipt of this Notice and vacate the premises on the date of termination specified in it. Failure to notify the landlord may lead to an unnecessary application to the county court and consequent expense, which you may have to bear.

5. If you are not willing to give up possession of the premises comprised in the tenancy, you should within two months after receiving this Notice notify the landlord to that effect. This will ensure that you do not lose the right conferred by the Act to remain in possession unless the landlord obtains an order for possession of the premises from the county court. If you fail to notify the landlord and are not in occupation of the premises two months after receiving this Notice, you may lose the protection of the Act. If you fail to notify the landlord, but are in occupation two months after receiving this Notice, you will not lose that protection.

6. The grounds on which a landlord may apply for possession are—

(i) that for the purposes of redevelopment after the termination of the tenancy the landlord proposes to demolish or reconstruct the whole or a substantial part of the premises;

(ii) that suitable alternative accommodation will be available for the tenant at the date of termination of the tenancy;

(iii) that the tenant has failed to comply with any term of the tenancy as to payment of rent or rates or as to insuring or keeping insured any premises;

(iv) that the tenant or a person residing or lodging with him or being his sub-tenant has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using any premises comprised in the tenancy or allowing such premises to be used for an immoral or illegal purpose and, where the person in question is a lodger or sub-tenant, that the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant;

(v) where the relevant premises consist of or include premises licensed for the sale of intoxicating liquor not to be consumed on the premises, that the tenant has committed an offence as holder of the licence or has not conducted the business to the satisfaction of the licensing justices or the chief officer of police, or has carried it on in a manner detrimental to the public interest, or the renewal of the licence has for any reason been refused; and

(vi) that the premises, or any part of them which is entitled to protection under the Act, are reasonably required by the landlord for occupation as a residence for himself or any son or daughter of his over eighteen years of age or his father or mother. But the court is precluded from making an order for possession on this ground, where the landlord's interest was purchased or created after the 21st November, 1950, or where it is satisfied that having regard to all the circumstances of the case, including the question whether other accommodation is available for the landlord or the tenant, greater hardship would be caused by making the order than by refusing to make it.

The landlord must state in this Notice on which of these grounds he proposes to apply for possession.

7. The landlord may apply to the county court for an order for possession on any of the grounds listed above which he has stated in this Notice. In order to succeed in his application he must establish that ground and also, where he is applying on any of the grounds numbered (ii) to (vi) above, satisfy the court that it is reasonable that he should be granted possession. You will be given the opportunity to state your case before the court if you wish to resist the landlord's application.

8. Should the landlord fail in his application for possession this Notice will lapse, but he will then be at liberty to serve a fresh notice on you proposing the new terms on which your tenancy is to continue, and it will be open to you and the landlord either to agree the terms or to have them determined by the court.

9. The term "landlord" for the purposes of this Notice does not necessarily mean the landlord to whom you pay the rent; it means the person who is your landlord for the purposes of Part I of the Act.

FORM 3

LANDLORD AND TENANT ACT, 1954

Notice Requiring Information about Sub-tenancies of Residential Property

To , tenant of premises known as .

1. I, of , landlord of the above-mentioned premises hereby require you within one month after receiving this Notice to notify me whether you have a sub-tenant of the whole or any part of the above-named premises.

2. If you have a sub-tenant, I hereby require you to state—

(i) what premises are comprised in the sub-tenancy;

(ii) if the sub-tenancy is for a fixed term, what is the term, or, if the sub-tenancy is terminable by notice, by what notice it can be terminated;

(iii) the rent payable under the sub-tenancy;

(iv) the full name of the sub-tenant; and

(v) whether to the best of your knowledge and belief the sub-tenant is in occupation of the premises sublet to him or any part of them, and, if not, what is the sub-tenant's address.

3. This Notice is given under the provisions of section 18 of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

FORM 3

NOTES

1. Section 18 of the Landlord and Tenant Act, 1954, provides that a tenant or sub-tenant of any premises comprised in a tenancy to which the section applies may be required to give information about sublettings at the instance of his immediate landlord or any superior landlord.

2. You are a tenant or sub-tenant for the purposes of section 18 if you hold a long tenancy of residential premises granted for a term exceeding 21 years at a rent of less than two-thirds of the rateable value of the premises comprised in it, or if you are a sub-tenant of a person holding such a tenancy.

3. Accordingly, if you are a tenant or sub-tenant of the premises to which this Notice relates, you should within one month of receipt of this Notice supply the information asked for. If you have sublet to more than one sub-tenant, you should give the required information in respect of each subletting. Failure to give the information asked for or the giving of incorrect information could involve the landlord in loss for which you might in certain circumstances be held liable.

4. The information asked for is required to enable the landlord giving this Notice to ascertain who will be in occupation when the current tenancy comes to an end. The landlord is entitled to seek this information at any time not earlier than two years before the long tenancy is due to expire.

FORM 4

LANDLORD AND TENANT ACT, 1954

Notice Requiring Instalments to be paid to immediate Landlord

To , tenant of premises known as .

1. I, of , your immediate landlord of the above-mentioned premises, and I, of , the superior landlord of the said premises entitled to your payment for accrued tenant's repairs under section 8 of the Act, hereby require you to pay future instalments of that payment to the said , your immediate landlord.

2. Under the terms of your statutory tenancy, instalments of £ are payable by you at intervals of weeks/months, the next instalment being due on the day of , 19 .

3. This Notice is given under the provisions of paragraph 8 of the First Schedule to the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Immediate landlord)

.....(Address)

.....(Superior landlord)

.....(Address)

FORM 4

NOTES

1. Under the terms of your statutory tenancy you are under an obligation to pay by instalments for accrued tenant's repairs.

2. The Landlord and Tenant Act, 1954, provides that, where the immediate landlord's interest in the premises has less than 5 years to run, the person entitled to receive payment for the accrued tenant's repairs is a superior landlord. Accordingly, the person entitled to receive payment of the instalments due from you is not your immediate landlord.

3. Under the provisions of paragraph 8 of the First Schedule to the Act, the superior landlord entitled to receive payment and your immediate landlord may require you to pay the instalments to your immediate landlord for transmission to the superior landlord. After receipt of this Notice you should, therefore, pay the instalments to the person named in this Notice as your immediate landlord.

FORM 5

LANDLORD AND TENANT ACT, 1954

Notice by Competent Landlord Requiring Consent of other Landlord to Notice under section 4 (1)

To , of .

1. Take notice that I propose to give to , the tenant of premises known as , of which I am the landlord for the purposes of Part I of the Act and you are another landlord, a landlord's notice proposing a statutory tenancy [*or* a landlord's notice to resume possession], a copy of which is attached hereto ;

2. And further take notice that I require you within one month after service of this Notice to inform me in writing whether you consent to the giving of the said notice.

3. This Notice is given under the provisions of paragraph 5 of the Fifth Schedule to the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

[*Attach copy of Landlord's Notice proposing a Statutory Tenancy or, as the case may be, Landlord's Notice to Resume Possession.*]

FORM 5

NOTES

1. This Notice requires you to give your consent to a landlord's notice proposing a statutory tenancy or a landlord's notice to resume possession in respect of premises of which you are a superior or intermediate landlord.

2. Under the provisions of the Landlord and Tenant Act, 1954, a notice proposing a statutory tenancy or a notice to resume possession can be given to the tenant only by the person who is his landlord for the purposes of Part I of the Act. Under the Fifth Schedule to the Act such a notice is binding on every other landlord, but any such landlord (except one whose interest has two months or less to run after the termination of the tenant's interest) who suffers loss in consequence of the giving of such a notice is entitled to compensation unless his written consent to it has been obtained.

3. If you do not give your consent within one month after service of this Notice, or give it subject to conditions which the county court considers unreasonable, that court may, on the application of the landlord giving this Notice, order that you shall be deemed to have consented either without qualification or subject to such conditions (including conditions as to the modification of the proposed notice or as to payment to you of compensation) as it may specify.

4. You may make it a condition of your consent that such repairs as you may specify shall be included in the initial repairs which the landlord giving this Notice will specify as repairs which he is willing to carry out, when he applies to the court for a determination of the terms on which the tenant is to continue in occupation.

FORM 6

LANDLORD AND TENANT ACT, 1954

Notice by Competent Landlord Requiring Consent of other Landlord to Agreement under Part I

To , of .

1. Take notice that I propose to make an agreement with , the tenant of premises known as , of which I am the landlord for the purposes of Part I of the Act and you are another landlord, concerning the terms of a statutory tenancy under Part I of the Act [*or as the case may be*] and that the terms of the proposed agreement are those set out in the Schedule to this Notice ;

2. And further take notice that I require you within one month after service of this Notice to inform me in writing whether you consent to the making of the agreement.

3. This Notice is given under the provisions of paragraph 5 of the Fifth Schedule to the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

THE SCHEDULE

[*Here set out the terms of the proposed agreement*]

FORM 6

NOTES

1. This Notice requires you to give your consent to an agreement under Part I of the Landlord and Tenant Act, 1954, in respect of premises of which you are a superior or intermediate landlord.

2. Under the provisions of the Act such an agreement can be made only between the tenant and the person who is the landlord for the purposes of Part I of the Act. Under the Fifth Schedule to the Act such an agreement is binding on every other landlord, but any such landlord (except one whose interest has two months or less to run after the termination of the tenant's interest) who suffers loss in consequence of the making of such an agreement is entitled to compensation unless his written consent to it has been obtained.

3. If you do not give your consent within one month after service of this Notice, or give it subject to conditions which the county court considers unreasonable, that court may, on the application of the landlord giving this Notice, order that you shall be deemed to have consented either without qualification or subject to such conditions (including conditions as to the modification of the proposed agreement or as to payment to you of compensation) as it may specify.

4. You may make it a condition of your consent that such repairs as you may specify shall be included in the initial repairs which the landlord giving this Notice will agree to carry out under the terms of the proposed agreement.

FORM 7

LANDLORD AND TENANT ACT, 1954

Landlord's Notice to Terminate Business Tenancy

To , **of** , **tenant of** premises known as .

See Note 1. 1. I, of , landlord of the above-mentioned premises, hereby give you notice terminating your tenancy on the day of , 19 .

See Note 2. 2. You are required within two months after receiving this Notice to notify me in writing whether or not you will be willing to give up possession of the premises on that date.

3. I would not oppose an application to the court under Part II of the Act for the grant of a new tenancy, *or*

I would oppose an application to the court under Part II of the Act for the grant of a new tenancy on the ground that [*here state ground or grounds*].

See Note 4. 4. This Notice is given under the provisions of section 25 of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

FORM 7

NOTES

1. Under the Landlord and Tenant Act, 1954, a tenancy of premises to which Part II of the Act applies continues until it is brought to an end in accordance with the Act. One of the ways in which it can be brought to an end is by a landlord's notice to terminate the tenancy. As a general rule, that Notice must be given not more than 12 nor less than 6 months before the date specified in it for the termination of the current tenancy of the premises. This date must not be earlier than the date on which apart from Part II of the Act the current tenancy would expire or could be terminated by notice to quit given by the landlord on the date of the Notice.

2. Part II of the Act enables the tenant, on being served with a notice in this form, to apply to the court for an order for the grant of a new tenancy. Such an application, however, will not be entertained unless the tenant has within 2 months after receiving the Notice terminating the tenancy notified the landlord in writing that he will not be willing to give up possession of the premises on the date specified in the Notice. The application must be made not less than 2 or more than 4 months after receipt of the Notice.

No application can be made to the court if the landlord is a government department or public authority and the Notice is accompanied by the certificate of a Minister or Board in charge of a government department stating that a change in the use or occupation of the premises is necessary.

3. Where the rateable value of the premises (excluding any part which is not occupied by the tenant or by an employee in his business) does not exceed £500, an application for an order for the grant of a new tenancy must be made to the County Court and in any other case it must be made to the High Court.

4. The court has no power to make an order for the grant of a new tenancy if the landlord, having stated in his Notice that he will oppose an application to the court on one of the grounds specified in the Act, establishes that ground to the satisfaction of the court. The grounds specified in the Act are—

(*a*) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the premises, that the tenant ought not to be granted a new tenancy in view of the state of repair of the premises which has resulted from the tenant's failure to comply with these 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 premises;

(*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 premises which he occupies;

(*e*) where the current tenancy was created by the subletting of part only of the property comprised in a superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the tenant's premises and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, and that on the termination of the current tenancy the landlord requires possession of the tenant's premises for the purpose of letting or otherwise disposing of the said property as a whole and therefore 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 whole or a substantial part of the premises or to carry out substantial work of construction on the whole or part of them and that he could not reasonably do so without obtaining possession of the premises;

(*g*) that on the termination of the current tenancy the landlord intends to occupy the premises for the purposes, or partly for the purposes, of a business to be carried on by him in them or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

5. If application is made to the court for the grant of a new tenancy but the court is precluded from making an order by reason only of any of the grounds

set out in (*e*), (*f*) and (*g*) above, the tenant is entitled upon leaving the premises, to recover compensation from the landlord at the rate specified in the Act.

6. If the landlord states in this Notice that he will not oppose an application to the court for the grant of a new tenancy, it will be open to the tenant and the landlord to negotiate on the terms of the tenancy. If all the terms are agreed between them, an application to the court will not be necessary; if some but not all of the terms are agreed, the agreed terms will be incorporated in any tenancy granted by the court and the other terms will be such as the court may determine. A new tenancy, if granted by the court, will not include any part of the property comprised in the current tenancy which is occupied neither by the tenant, nor by a person employed by him for the purposes of his business, unless the landlord requires the new tenancy to include the whole of the property.

7. The term "landlord" in this Notice does not necessarily mean the landlord to whom the rent is paid; it means the person who is the landlord for the purposes of Part II of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons, whether corporate or unincorporate.

FORM 8

LANDLORD AND TENANT ACT, 1954

Tenant's Request for New Tenancy of Business Premises

To of , landlord of premises known as .

See Note 1. 1. I, of , tenant of the above-mentioned premises, hereby request you to grant me a new tenancy commencing on the day of , 19 .

See Note 2. 2. I propose that the property to be comprised in the new tenancy should be [*here state the property*].

3. My proposals as to the rent to be payable under the new tenancy and as to the other terms of the new tenancy are [*here state the rent and terms proposed*].

4. This Request is made under the provisions of section 26 of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed ..... (Tenant)

..... (Address)

FORM 8

NOTES

1. Under the Landlord and Tenant Act, 1954, a tenant of business premises under a tenancy granted for more than one year may make a Request for a new tenancy commencing on such date as may be specified in the Request. This date must not be more than 12 nor less than 6 months after the making of the Request and it must not be earlier than the date on which apart from the Act the current tenancy would expire or could be terminated by a notice to quit given by the tenant. If a Request is made, the current tenancy will terminate immediately before the date specified in the Request for the beginning of the new tenancy.

2. The Request must set out the tenant's proposals as to the property to be comprised in the new tenancy. This may be either the whole or part of the property comprised in the current tenancy. The Request must also set out the tenant's proposals as to the rent to be payable under the new tenancy and as to the other terms of the new tenancy.

3. If a Request for a new tenancy is not granted by the landlord, the tenant may, not less than 2 nor more than 4 months after the making of the Request, apply to the court for a new tenancy. Where the rateable value of the premises (excluding any part which is not occupied by the tenant or by an employee in his business) does not exceed £500, an application for an order for the grant of a new tenancy must be made to the County Court and in any other case it must be made to the High Court.

4. If you intend to oppose an application to the court for the grant of a new tenancy, you must within 2 months of the making of this Request give notice to the tenant to that effect. In the notice you must state on which of the grounds specified in the Act you will oppose the application. The grounds specified in the Act are—

(*a*) where under the current tenancy the tenant has any obligations as respects the repair and maintenance of the premises, that the tenant ought not to be granted a new tenancy in view of the state of repair of the premises which has resulted from the tenant's failure to comply with these 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 premises;

(*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 accomodation 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 premises which he occupies;

(*e*) where the current tenancy was created by the subletting of part only of the property comprised in a superior tenancy, that the aggregate of the rents reasonably obtainable on separate lettings of the tenant's premises and the remainder of that property would be substantially less than the rent reasonably obtainable on a letting of that property as a whole, and that on the termination of the current tenancy the landlord requires possession of the tenant's premises for the purpose of letting or otherwise disposing of the said property as a whole and therefore 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 whole or a substantial part of the premises or to carry out substantial work of construction on the whole or part of them and that he could not reasonably do so without obtaining possession of the premises;

(*g*) that on the termination of the current tenancy the landlord intends to occupy the premises for the purposes, or partly for the purposes, of a business to be carried on by him in them or as his residence; but the landlord cannot rely on this ground if his interest was purchased or created less than 5 years before the termination of the current tenancy and at all times since the purchase or creation of the landlord's interest the premises have been let to a tenant occupying them for the purposes of his business.

5. If you do not intend to oppose an application to the court for the grant of a new tenancy, it will be open to you and the tenant to negotiate on the terms of the tenancy. If all the terms are agreed between you, an application to the court will not be necessary; if some but not all of the terms are agreed, they will be incorporated in any tenancy granted by the court and the other terms will be such as the court may determine.

6. The term "landlord" in this Request does not necessarily mean the landlord to whom the tenant pays his rent; it means the person who is the tenant's landlord for the purposes of Part II of the Act. The term "business" includes a trade, profession or employment and any activity carried on by a body of persons whether corporate or unincorporate.

FORM 9

LANDLORD AND TENANT ACT, 1954

Notice Requiring Information about Occupation and Sub-tenancies of Business Premises

To , of , tenant of premises known as .

I, of , landlord of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me in writing—

(*a*) whether you occupy the premises or any part of them wholly or partly for the purposes of a business carried on by you, and

(*b*) whether you have a sub-tenant of the whole or any part of the premises.

If you have a sub-tenant I hereby require you to state—

(i) what premises are comprised in the sub-tenancy;

(ii) if the sub-tenancy is for a fixed term, what is the term, or, if the sub-tenancy is terminable by notice, by what notice it can be terminated;

(iii) the rent payable under the sub-tenancy;

(iv) the full name of the sub-tenant;

(v) whether, to the best of your knowledge and belief, the sub-tenant is in occupation of the premises sublet to him or any part of them and, if not, what is the sub-tenant's address.

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

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Landlord)

.....(Address)

FORM 9

NOTES

1. Section 40 (1) of the Landlord and Tenant Act, 1954, provides that a tenant of premises used wholly or partly for a business may be required by his immediate landlord or any superior landlord to state whether he occupies the premises for his business and whether he has sublet. A "business" includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate.

2. Accordingly, if you are a tenant of the premises to which this Notice relates, you must give the information asked for within one month of the service of this Notice. If you have sublet to more than one sub-tenant, you should give the required information in respect of each subletting. Failure to give the information asked for or the giving of incorrect information could involve the landlord in loss for which you might in certain circumstances be held liable.

3. The information asked for is required to enable the landlord to ascertain his position under Part II of the Landlord and Tenant Act, 1954. A landlord may seek this information at any time not earlier than two years before the current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.

FORM 10

LANDLORD AND TENANT ACT, 1954

Notice by Tenant of Business Premises Requiring Information from Landlord about Landlord's Interest

To , of ,
landlord of premises known as .

1. I, of ,
tenant of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me in writing whether you are the freeholder of the whole or any part of the premises. If you are not the freeholder, I hereby require you to state to the best of your knowledge and belief—

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

(*b*) what is the term of your tenancy; and

(*c*) what is the earliest date (if any) at which your tenancy is terminable by notice to quit given by your immediate landlord.

2. I also require you to notify me whether there is a mortgagee in possession of your interest in the premises, and, if so, what is the name and address of the mortgagee, and, if there is a receiver appointed by the mortgagee or by the court, of the receiver.

3. This Notice is given under the provisions of section 40 (2) of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Tenant)

.....(Address)

FORM 10

NOTES

1. Section 40 (2) of the Landlord and Tenant Act, 1954, provides that a tenant of any premises used wholly or partly for a business may, if his tenancy is for more than one year, require his immediate landlord or any superior landlord to give information about his interest in the property. If the landlord has mortgaged his interest and the mortgagee is in possession, the mortgagee can be required to give this information. A "business" includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate.

2. Accordingly, if you are a landlord of the premises to which this Notice relates you must give the information asked for within one month of the service of this Notice. Failure to give this information or the giving of incorrect information could involve the tenant in loss for which you might in certain circumstances be held liable.

3. The information asked for is required to enable the tenant to ascertain who is his landlord for the purposes of Part II of the Landlord and Tenant Act, 1954, which in certain circumstances enables a tenant of business premises to obtain a new lease from that landlord. A notice requiring this information cannot be served more than two years before the tenant's current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.

FORM 11

LANDLORD AND TENANT ACT, 1954

Notice by Tenant of Business Premises Requiring Information from Mortgagee about Landlord's Interest

To , of ,
mortgagee in possession of premises known as .

1. I, of ,
tenant of the above-mentioned premises, hereby require you, within one month of the service of this Notice upon you, to notify me whether your mortgagor is the freeholder of the whole or any part of the premises.

2. If your mortgagor is not the freeholder of the whole of the premises, I hereby require you to state to the best of your knowledge and belief—

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

(*b*) what is the term of your mortgagor's tenancy ; and

(*c*) what is the earliest date (if any) at which the tenancy is terminable by notice to quit given by his immediate landlord.

3. This Notice is given under the provisions of section 40 (2) of the Landlord and Tenant Act, 1954.

Your attention is called to the Notes below.

Dated this day of , 19 .

Signed.....(Tenant)

.....(Address)

FORM 11

NOTES

1. Section 40 (2) of the Landlord and Tenant Act, 1954, provides that a tenant of any premises used wholly or partly for a business may, if his tenancy is for more than one year, require his immediate landlord or any superior landlord to give information about his interest in the property. If the landlord has mortgaged his interest and the mortgagee is in possession, the mortgagee can be required to give this information. A " business " includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate.

2. Accordingly, if your mortgagor is a landlord of the premises to which this Notice relates and you are in possession, you must give the information asked for within one month of the service of this Notice upon you. Failure to give this information or the giving of incorrect information could involve the tenant in loss for which you might in certain circumstances be held liable.

3. The information asked for is required to enable the tenant to ascertain who is his landlord for the purposes of Part II of the Landlord and Tenant Act, 1954, which in certain circumstances enables a tenant of business premises to obtain a new lease from that landlord. A notice requiring this information cannot be served more than two years before the tenant's current tenancy is due to expire or could be brought to an end by notice to quit served by the landlord.

4. The term " mortgagee in possession " in this Notice includes a receiver appointed by the mortgagee or by the court. Accordingly, where there is such a receiver, information may be required of him instead of being required of the mortgagee.

EXPLANATORY NOTE

(This Note is not part of the Regulations, but is intended to explain their general purport.)

These Regulations prescribe the forms of notices to be used for the purposes of the Landlord and Tenant Act, 1954.

The forms prescribed for the purposes of Part I of the Act (which relates to security of tenure for residential tenants under ground leases) consist of a form of landlord's notice proposing a statutory tenancy, a form of landlord's notice to resume possession, and a number of forms of notice to be used in connection with incidental matters.

The forms prescribed for the purposes of Part II of the Act (which relates to security of tenure for business and professional tenants) consist of a form of notice to be used by a landlord who terminates a tenancy, a form of notice to be used by a tenant who requests a new tenancy, and three forms of notice for use by landlords or tenants, as the case may be, for the purpose of eliciting information about the premises.

1954 No. 1714

The Landlord and Tenant (Notices) (No. 2) Regulations, 1954

Made - - - -	*23rd December,* 1954
Laid before Parliament	*30th December,* 1954
Coming into Operation	*3rd January,* 1955

I, David, Viscount Kilmuir, Lord High Chancellor of Great Britain, in exercise of the powers conferred on me by section 66 of the Landlord and Tenant Act, 1954(a), hereby make the following Regulations :—

1. These Regulations may be cited as the Landlord and Tenant (Notices) (No. 2) Regulations, 1954, and shall come into operation on the 3rd day of January, 1955.

2. The Interpretation Act, 1889(b), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

3. In these Regulations, unless the context otherwise requires,—

(*a*) "The Act" means the Landlord and Tenant Act, 1954.

(*b*) A regulation referred to by number means the regulation so numbered in the Landlord and Tenant (Notices) Regulations, 1954(c), and a form referred to by number means the form so numbered in the Appendix to those Regulations.

4. Regulation 4 shall be amended as follows:—

(*a*) In paragraph (vii) after the word "shall" there shall be inserted the words ", unless it contains a copy of a certificate given under the provisions of section 57, 58 or 60 of the Act,".

(*b*) After paragraph (xi) there shall be added the following paragraphs:—

"(xii) A notice under the provisions of section 25 of the Act, being a notice terminating a tenancy to which Part II of the Act applies and containing a copy of a certificate given under subsection (1) of section 57 of the Act (whereby the Minister or Board in charge of any Government department certifies that the use or occupation of property or part of it should be changed by a specified date) shall be—

(*a*) in Form 12, where the date of termination of the tenancy specified in the notice is not earlier than the date specified in the certificate ; or

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(a) 2 & 3 Eliz. 2. c. 56. (b) 52 & 53 Vict. c. 63. (c) S.I. 1954/1107, p. 1037 above.