

FACT SHEET

THE LANDLORD & TENANT ACT 1954

The Landlord & Tenant Act 1954 is a major part in negotiating any lease. Many Tenants seek the inclusion of the Landlord & Tenant Act 1954 as it gives them security of tenure upon the end of their term. At the end of the term, if the Act is included, if the Landlord and Tenant cannot agree on new terms then, in accordance with the Act the Tenant has the right to apply to the Court for a new lease to be granted. A simple Notice procedure then comes in to play whereby, a Section 24 Notice can be issued for renewal and possibly termination of the lease.

The Landlord would require a Section 25 Notice in order to terminate the business tenancy, the Tenants equivalent of this notice would be a Section 26 Notice which can include a request for a new lease. These Notices must be given between six and twelve months in order to terminate the current tenancy.

A new tenancy must include details of the new rent and the length of the lease and should be agreed between the parties or, if this is not possible, fixed by the Court.

Due to the lack of control that the Landlord has following the end of the tenancy which has the benefit of the Landlord & Tenant Act, Landlords often seek to exclude this from their leases. They do this by serving a Notice on a Tenant which, if served less than 14 days prior to the start of the lease, must be executed as a Statutory Declaration in front of an independent solicitor.

If you have any questions or queries regarding the Landlord & Tenant Act please do not hesitate to make an appointment with one of our solicitors today.