

Facilities Management from A to Z



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Landlord & Tenant Act

The Landlord and Tenant Act 1954 ("the Act") governs the relationship between landlords and tenants who are parties to a lease which is afforded protection under the Act. The rights and obligations of the parties involved run parallel to those detailed in the lease itself.

Part II of the act gives business tenants a degree of security of tenure. A business tenant protected by the Act may not be evicted simply by the giving of notice to quit or by the ending of a fixed term of the tenancy. Under the Act a business tenancy which is protected will continue even after the end of the stated term granted by the lease until it is brought to an end in a number of different ways set out by the Act.

For the Act to apply there must be a tenancy, the tenant must be in occupation of the property, that occupation must be for the purpose of the tenant's business, and the tenancy must not be specifically excluded from the application of the Act.

Where the Act applies, the tenant is entitled, in principle to the automatic renewal of their existing tenancy. This does not mean that the terms of the new lease will be exactly the same as the existing terms. The new terms can either be agreed between the parties or, in the absence of agreement, a court can determine them.

The landlord can only object to this and regain possession of the property on certain specified grounds, the most important of which are where the landlord requires the property back either for development purposes, or to occupy themselves; where the tenant has a history of non-payment of rent or not complying with the lease obligations; or where premises have been split up by subletting into a number of units and the whole premises would command a higher rent if let together under one lease.

If a tenant wants to terminate a tenancy covered by the Act, the easiest way for them to do this is to vacate the premises before the lease termination date. Alternatively, they can serve the landlord with a formal notice, giving advance warning of their intention to vacate the premises.

The notices given in accordance with the Act mostly need to be in the form set out by the Act, although some need not be in any particular form. However, it is wise to obtain legal advice before serving any formal notice. Even small technical errors in the giving of a notice can render it invalid as many facility managers have found to their cost.

An excellent book covering all aspects of Landlord and tenant law is A Practical Approach to Landlord and Tenant by Simon Garner & Alexandra Frith published by Oxford University Press ISBN 9780199662517