



lease renewals

The matters addressed and the procedures required by the Landlord & Tenant Act 1954 are complex and outside the scope of a brief analysis within the content of this website.



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The Landlord & Tenant Act 1954 (as amended)

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In simple terms, The Landlord & Tenant Act 1954 gives business tenants an element of security of tenure - the right to renew the tenancy when it comes to an end.

If the landlord and tenant agree that there should be a new tenancy but cannot agree to its terms either can apply to the Court for a new tenancy. Alternatively, if the tenant wants a new tenancy but the landlord refuses to grant one, the tenant can apply to the Court. The Court will then settle the rent and any other terms of the new tenancy. The landlord can oppose the renewal of the tenancy for certain limited specific reasons. Some may be to do with the tenant's own conduct - for example, failure to pay rent, others are to do with the landlord's needs - for example, where landlords wish to redevelop the premises or get them back for their own use. There are many restrictions on landlords seeking to implement these procedures and strict conditions need to be satisfied. In the event of dispute, the Court can decide whether the landlord has grounds for opposing renewal and whether or not to order a new tenancy.

If you are a business tenant of commercial premises it is important to establish whether your tenancy falls within the

protection of The Landlord & Tenant Act.

Your rights, opportunities and risks vary enormously depending upon whether you are inside or outside the protection of this Act and it is important to obtain clear advice on timetables and procedures as the lease expiry approaches.

Andrews Denford & Boyd are highly experienced in guiding tenants through lease renewal processes and liaising closely with tenants' solicitors to ensure that strict time limits for formal notices are complied with.

Until agreement can be reached, the rent and terms may be fixed by either Court or Arbitration and we can advise on the best procedures to adopt.

For further guidance, contact our head of professional services - Giles Andrews, FRICS.

IMPORTANT DISCLAIMER

It is impractical for a bulletin of this length to be all encompassing and it is important that the contents of this leaflet are not relied upon for any specific circumstance. It is always important to seek professional advice. Andrews Denford & Boyd cannot be liable for any loss or damage arising in any way from the contents of this document. Obtaining specific advice on your particular problem is always to be encouraged.