

**1954 Act: Alternative
Accommodation & Redevelopment
– will the landlord win?**

Joanne Wicks QC

1954: TRUE OR FALSE?

**27% of households in
Britain owned a TV**

1954: TRUE OR FALSE?

**Nearly 3/4 of English women
were married by the age of 25**

1954: TRUE OR FALSE?

20% of households in
Britain had a fridge

1954: TRUE OR FALSE?

9% of MPs were female

1954: TRUE OR FALSE?

Sweet rationing was still in
place when the 1954 Act was
passed

Ground (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”

Ground (d): unresolved issues

- When must the landlord “have offered” the alternative accommodation?
- Can the landlord change its offer during the proceedings?
- What level of detail is required in the offer?
- Does the landlord have to give a rent-free fitting out period?
- Does it matter if the alternative accommodation is not immediately ready for occupation at the end of the current tenancy?

Ground (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**”

*S Franses Ltd v The Cavendish
Hotel (London) Ltd*

Franses Lesson 1

- It doesn't matter how artificial the proposed scheme of works is, as long as the landlord undertakes to complete it

Franses Lesson 2

- The landlord doesn't have to undertake to keep the works in place – they can be reversed or altered later

Franses Lesson 3

- “*On the termination of the current tenancy*” can mean 12 months after the current tenancy has ended, as long as the Judge explains why

Franses Lesson 4

- Rights of entry are really important in ground (f) cases

Thank you