

Landlord and Tenant Act 1954 c. 56

Part II SECURITY OF TENURE FOR BUSINESS, PROFESSIONAL AND OTHER TENANTS

Tenancies to which Part II applies

This version in force from: **October 1, 2015** to **present**

(version 4 of 4)

23.— Tenancies to which Part II applies.

(1) Subject to the provisions of this Act, this Part of this Act applies to any tenancy where the property comprised in the tenancy is or includes premises which are occupied by the tenant and are so occupied for the purposes of a business carried on by him or for those and other purposes.

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(1A) Occupation or the carrying on of a business—

(a) by a company in which the tenant has a controlling interest; or

(b) where the tenant is a company, by a person with a controlling interest in the company,

shall be treated for the purposes of this section as equivalent to occupation or, as the case may be, the carrying on of a business by the tenant.

(1B) Accordingly references (however expressed) in this Part of this Act to the business of, or to use, occupation or enjoyment by, the tenant shall be construed as including references to the business of, or to use, occupation or enjoyment by, a company falling within subsection (1A)(a) above or a person falling within subsection (1A)(b) above.

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[1](#)

(2) In this Part of this Act the expression “*business*” includes a trade, profession or employment and includes any activity carried on by a body of persons, whether corporate or unincorporate.

(3) In the following provisions of this Part of this Act the expression “*the holding*”, in relation to a tenancy to which this Part of this Act applies, means the property comprised in the tenancy, there being excluded any part thereof which is occupied neither by the tenant nor by a person employed by the tenant and so employed for the purposes of a business by reason of which the tenancy is one to which this Part of this Act applies.

(4) [Subject to subsection (5), where]

[2](#)

the tenant is carrying on a business, in all or any part of the property comprised in a tenancy, in breach of a prohibition (however expressed) of use for business purposes which subsists under the terms of the tenancy and extends to the whole of that property, this Part of this Act shall not apply to the tenancy unless the immediate landlord or his predecessor in title has

consented to the breach or the immediate landlord has acquiesced therein.

In this subsection the reference to a prohibition of use for business purposes does not include a prohibition of use for the purposes of a specified business, or of use for purposes of any but a specified business, but save as aforesaid includes a prohibition of use for the purposes of some one or more only of the classes of business specified in the definition of that expression in subsection (2) of this section.

[

(5) Where the tenant's breach of a prohibition (however expressed) of use for business purposes which subsists under the terms of the tenancy and extends to the whole of that property consists solely of carrying on a home business, this Part of this Act does not apply to the tenancy, even if the immediate landlord or the immediate landlord's predecessor in title has consented to the breach or the immediate landlord has acquiesced in the breach.

(6) In subsection (5) "*home business*" has the same meaning as in section 43ZA.

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[3](#)

Notes

[1.](#)

Added by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003/3096 art.13 (June 1, 2004)

[2.](#)

Words inserted by Small Business, Enterprise and Employment Act 2015 c. 26 Pt 2 s.35(2) (October 1, 2015 as SI 2015/1710)

[3.](#)

Added by Small Business, Enterprise and Employment Act 2015 c. 26 Pt 2 s.35(3) (October 1, 2015 as SI 2015/1710)

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Subject: Landlord and tenant

Keywords: Interpretation; New business tenancies; Security of tenure

Landlord and Tenant Act 1954 c. 56

Part II SECURITY OF TENURE FOR BUSINESS, PROFESSIONAL AND OTHER TENANTS

Continuation and renewal of tenancies

This version in force from: **June 1, 2004** to **present**

(version 2 of 2)

25.— Termination of tenancy by the landlord.

(1) The landlord may terminate a tenancy to which this Part of this Act applies by a notice given to the tenant in the prescribed form specifying the date at which the tenancy is to come to an end (hereinafter referred to as "*the date of termination*"):

Provided that this subsection has effect subject to [the provisions of section 29B(4) of this Act and]

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the provisions of Part IV of this Act as to the interim continuation of tenancies pending the disposal of applications to the court.

(2) Subject to the provisions of the next following subsection, a notice under this section shall not have effect unless it is given not more than twelve nor less than six months before the date of termination specified therein.

(3) In the case of a tenancy which apart from this Act could have been brought to an end by notice to quit given by the landlord—

(a) the date of termination specified in a notice under this section shall not be earlier than the earliest date on which apart from this Part of this Act the tenancy could have been brought to an end by notice to quit given by the landlord on the date of the giving of the notice under this section; and

(b) where apart from this Part of this Act more than six months' notice to quit would have been required to bring the tenancy to an end, the last foregoing subsection shall have effect with the substitution for twelve months of a period six months longer than the length of notice to quit which would have been required as aforesaid.

(4) In the case of any other tenancy, a notice under this section shall not specify a date of termination earlier than the date on which apart from this Part of this Act the tenancy would have come to an end by effluxion of time.

[...]

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(6) A notice under this section shall not have effect unless it states whether the landlord is opposed to the grant of a new tenancy to the tenant.

(7) A notice under this section which states that the landlord is opposed to the grant of a new tenancy to the tenant shall not have effect unless it also specifies one or more of the grounds specified in section 30(1) of this Act as the ground or grounds for his opposition.

(8) A notice under this section which states that the landlord is not opposed to the grant of a new tenancy to the tenant shall not have effect unless it sets out the landlord's proposals as to—

(a) the property to be comprised in the new tenancy (being either the whole or part of the property comprised in the current tenancy);

(b) the rent to be payable under the new tenancy; and

(c) the other terms of the new tenancy.

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[3](#)

Notes

[1.](#)

Words inserted by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003/3096 art.11 (June 1, 2004)

[2.](#)

Repealed by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003/3096 Sch.6 para.1 (June 1, 2004)

[3.](#)

S.25(6)-(8) substituted for s.25(6) by Regulatory Reform (Business Tenancies) (England and Wales) Order 2003/3096 art.4(2) (June 1, 2004)

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Subject: Landlord and tenant

Keywords: Contracting out; Landlords' duties; New business tenancies; Termination of tenancy notices; Time limits

Landlord and Tenant Act 1954 c. 56

Part IV MISCELLANEOUS AND SUPPLEMENTARY

This version in force from: **April 3, 2017** to **present**

(version 9 of 10)

69.— Interpretation.

(1) In this Act the following expressions have the meanings hereby assigned to them respectively, that is to say:—

“agricultural holding” has the same meaning as in the [Agricultural Holdings Act 1986]

[1](#)

;

“development corporation” has the same meaning as in [the Town and Country Planning Act 1971]

[2](#)

;

[*“farm business tenancy”* has the same meaning as in the Agricultural Tenancies Act 1995;]

[3](#)

“local authority” [means any local authority within the meaning of the Town and Country Planning Act 1990, any National Park authority, [...]

[5](#)

the Broads Authority [, the London Fire and Emergency Planning Authority]

[6](#)

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[4](#)

[, a joint authority established by Part 4 of the Local Government Act 1985, an economic prosperity board established under section 88 of the Local Democracy, Economic Development and Construction Act 2009 [, a combined authority established under section 103 of that Act or a fire and rescue authority created by an order under section 4A of the Fire and Rescue Services Act 2004]

[8](#)

;

[7](#)

“mortgage” includes a charge or lien and *“mortgagor”* and *“mortgagee”* shall be construed accordingly;

“notice to quit” means a notice to terminate a tenancy (whether a periodical tenancy or a tenancy for a term of years certain) given in accordance with the provisions (whether express or implied) of that tenancy;

“repairs” includes any work of maintenance, decoration or restoration, and references to repairing, to keeping or yielding up in repair and to state of repair shall be construed accordingly;

“statutory undertakers” has the same meaning as in [the Town and Country Planning Act 1971]

[9](#)

[...]

[10](#)

;

“*tenancy*” means a tenancy created either immediately or derivatively out of the freehold, whether by a lease or underlease, by an agreement for a lease or underlease or by a tenancy agreement or in pursuance of any enactment (including this Act), but does not include a mortgage term or any interest arising in favour of a mortgagor by his attorning tenant to his mortgagee, and references to the granting of a tenancy and to demised property shall be construed accordingly;

“*terms*”, in relation to a tenancy, includes conditions.

(2) References in this Act to an agreement between the landlord and the tenant (except in section seventeen and subsections (1) and (2) of section thirty-eight thereof) shall be construed as references to an agreement in writing between them.

(3) References in this Act to an action for any relief shall be construed as including references to a claim for that relief by way of counterclaim in any proceedings.

Notes

[1.](#)

Words substituted by Agricultural Holdings Act 1986 (c.5), ss. 99, 100, Sch. 13 para. 3, Sch. 14 para. 22

[2.](#)

Words substituted by virtue of Interpretation Act 1978 (c. 30), s. 17(2)(a)

[3.](#)

Definition inserted by Agricultural Tenancies Act 1995 c. 8 Sch.1 para.12 (September 1, 1995)

[4.](#)

Words substituted by Environment Act 1995 c. 25 Sch.10 para.3 (November 23, 1995)

[5.](#)

Words repealed by Deregulation Act 2015 c. 20 Sch.13(3) para.6(2) (May 26, 2015)

[6.](#)

Words added by Greater London Authority Act 1999 c. 29 Sch.29(l) para.1 (July 3, 2000)

[7.](#)

Words substituted by Local Democracy, Economic Development and Construction Act 2009 c. 20 Sch.6 para.1 (December 17, 2009)

[8.](#)

Words substituted by Policing and Crime Act 2017 c. 3 Sch.1(2) para.15 (April 3, 2017)

[9.](#)

Words substituted by virtue of Town and Country Planning Act 1971 (c. 78), Sch. 24 para. 2

[10.](#)

Words repealed by Coal Industry Act 1994 c. 21 Sch.11(II) para.1 (October 31, 1994)

Subject: Landlord and tenant

Keywords: Business tenancies; Interpretation; Residential tenancies; Security of tenure

