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Tenant's Conduct & Lease Renewals

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Practical Point No.1

Timing

“ ... the tenant ought not be granted a new tenancy in view of the state of repair of the holding ... ”

What is the material time for assessing the state of repair of the holding?



Conflicting Authorities?

“The words of ground (a) do not specifically refer to any particular point in time; and I do not consider that the reference to ‘the state of repair of the holding’ necessarily implies a single date”

Gill v Lees News Ltd [2024] 2 WLR 929, at [21], per Lewison LJ

“It is not to be supposed that a landlord will base his opposition under ground (a), that is, the state of repair of the holding resulting from the tenant's failure to comply with his obligations, if in fact the state of repair at that date gives him nothing to complain of.”

Betty's Café's Ltd v Phillips Furnishing Stores Ltd [1959] AC 20, at 35, per Viscount Simonds

Practical Point No.2

Substantiality

Compare:

Ground (a)

“... the tenant ought not be granted a new tenancy in view of the state of repair of the holding ...”

Ground (c)

“... the tenant ought not be granted a new tenancy in view of other substantial breaches by him of his obligations ...”

Impact on Compensation

The Compensation Cases

The first compensation case is where on the making of an application by the tenant under section 24(1) of this Act the court is precluded (whether by sub-section (1) or sub-section (2) of section 31 of this Act) from making an order for the grant of a new tenancy by reason of any of the grounds specified in paragraphs (e), (f) and (g) of section 30(1) of this Act ('the compensation grounds') and not of any grounds specified in any other paragraph of section 30(1).

The second compensation case is where on the making of an application under section 29(2) of this Act the court is precluded (whether by section 29(4)(a) or section 31(2) of this Act) from making an order for the grant of a new tenancy by reason of any of the compensation grounds and not of any other grounds specified in section 30(1) of this Act.

The third compensation case is where—

(a) the landlord's notice under section 25 of this Act or, as the case may be, under section 26(6) of this Act, states his opposition to the grant of a new tenancy on any of the compensation grounds **and not on any other grounds specified in compensation 30(1) of this Act**; and

(b) either—

(i) no application is made by the tenant under section 24(1) of this Act or by the landlord under section 29(2) of this Act; or

(ii) such an application is made but is subsequently withdrawn



Practical Point No.3

Inconsistent Notices?





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Thank you

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