

Ground (F) – Tenant Tactics

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Redevelopment

If a landlord says he intends to re-develop, how can you defeat his alleged intentions and stop him opposing your lease renewal? S.30(1)(f) of the 1954 Act

“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”

- (1) That L intends to demolish the whole of the premises comprised in the holding
- (2) That L intends to demolish a substantial part of the premises comprised in the holding
- (3) That L intends to reconstruct the whole of the premises comprised in the holding (substantial interference with the structure of the premises usually involving the demolition of part of the premises and then rebuilding of those parts interfered with, probably in a different form)
- (4) That L intends to reconstruct a substantial part of the premises comprised in the holding

(5) That L intends to carry out substantial works of construction on the holding

(6) That L intends to carry out substantial work of construction on part of the holding.

STRATEGY 1 Guerrilla Warfare – A Tenant's Guide

STRATEGY 2 – Narrowing the Qualifying Works - excluded works

STRATEGY 3 – Attacking the Intention
Question– practicality/substantiality of
the works

STRATEGY 4 – Exercising the rights under s.31A – the tenant’s fallback position

S.31A(1)(a) provides that the court shall not hold that the landlord could not reasonably carry out the intended works “without obtaining possession of the holding” if

‘the tenant agrees to the inclusion in the terms of the new tenancy of terms giving the landlord access and other facilities for carrying out the work intended and, given that access and those facilities, the landlord could reasonably carry out the work without obtaining possession of the holding and without interfering to a substantial extent or for a substantial time with the use of the holding for the purposes of the business carried on by the tenant.

S.31(A)(I)(b) – the court shall not hold that the landlord cannot reasonably carry out the intended

works without obtaining possession of the holding if:

‘the tenant is willing to accept a tenancy of an economically separable part of the holding and either paragraph (a) of this section is satisfied with respect to that part or possession of the remainder of the holding would be reasonably sufficient to enable the landlord to carry out the intended work.’

Thank you

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