

# LANDLORD'S NOTICE TO GRANT A BUSINESS TENANCY WITH PROPOSALS FOR A NEW ONE

Section 25 of the Landlord and Tenant Act 1954

**IMPORTANT NOTE FOR THE LANDLORD** If you are giving notice to grant a new tenancy, complete this form and send it to the tenant. If you are opposing the grant of a new tenancy, use form 2 in Schedule 2 of the Landlord and Tenant Act 1954, Part 2 (Notices). If you are acquiring the freehold or an extended lease, form 7 in that Schedule, instead.

**To:** << >> (insert name and address)

**From:** << >> (insert name and address)

1. This notice applies to the following property: << >> (insert address or description of property).
2. I am giving you notice under the Landlord and Tenant Act 1954 to end your tenancy on << >> (insert date).
3. I am not opposed to granting you a new tenancy, which we can agree on. You will find my proposals for the new tenancy attached to this notice.
4. If we cannot agree on all the terms of a new tenancy, either you or I may ask the court to order the grant of a new tenancy on the terms on which we cannot agree.
5. If you wish to ask the court to order the grant of a new tenancy, you must do so by the date in paragraph 2, unless we agree otherwise by the date in paragraph 2.
6. Please send all correspondence to: << >>

Name: << >>

Address: << >>

Signed:

Date: << >>

\*[Landlord] \*[On behalf of the landlord] \*[On behalf of the mortgagee]  
\*(delete if applicable)

LANDLORD'S NOTICE TO SURRENDER NEW TENANCY  
(attach or insert new tenancy)

**IMPORTANT INFORMATION FOR THE TENANT**

This Notice is intended to bring to your attention that you must act quickly. If you want to continue to occupy your property after the date shown in paragraph 2 you must act quickly. If you are in any doubt about the above, get advice immediately from a solicitor or a surveyor.

The landlord is prepared to offer you the terms set out in the Schedule to this notice. You are not obliged to accept these terms. They are merely suggestions as a basis for negotiation. If you do not agree with the terms, the court would settle the terms of the new tenancy.

It would be wise to seek professional advice before agreeing to accept the landlord's terms or putting forward your own proposals.

The sections mentioned below are contained in the Landlord and Tenant Act 1954, as amended, (most recently by the Rent (Increase) (Wales) Order 2003).

***Ending of tenancy and grant of new tenancy***

This notice is intended to bring to your attention that section 25 contains rules about the ending of a tenancy. However, your landlord is prepared to offer you a new tenancy and has set out proposals for the terms of the new tenancy in the Schedule to this notice (see paragraph 2). You are not obliged to accept these proposals and may put forward your own proposals.

If you and your landlord are unable to agree the terms of the new tenancy, you may apply to the court. You may not apply to the court if you wish to apply to the court you must do so within the time limit unless you and your landlord have agreed otherwise (section 29B).

The court will settle the rent and other terms of the new tenancy if you and your landlord cannot agree (section 24). The court will decide whether the tenancy will continue after the date shown in paragraph 2 or whether it will end (section 24).

If you are in any doubt about what to do, get advice immediately from a solicitor or a surveyor.

If you want to continue to occupy your property after the date shown in paragraph 2 you must act quickly. If you are in any doubt about the above, get advice immediately from a solicitor or a surveyor.

The landlord has set out proposed terms in the Schedule to this notice. You are not obliged to accept these terms. They are merely suggestions as a basis for negotiation. If you do not agree with the terms, ultimately the court would settle the terms of the new tenancy.

It would be wise to seek professional advice before agreeing to accept the landlord's terms or putting forward your own proposals.

The sections mentioned below are contained in the Landlord and Tenant Act 1954, as amended, (most recently by the Rent (Increase) (England and Wales) Order 2003).

This notice is intended to bring to your attention that section 25 contains rules about the ending of a tenancy. However, your landlord is prepared to offer you a new tenancy and has set out proposals for the terms of the new tenancy in the Schedule to this notice (see paragraph 2). You are not obliged to accept these proposals and may put forward your own proposals.

If you and your landlord are unable to agree the terms of the new tenancy, you may apply to the court. You may not apply to the court if you wish to apply to the court you must do so within the time limit unless you and your landlord have agreed otherwise (section 29B).

The court will settle the rent and other terms of the new tenancy if you and your landlord cannot agree (section 24). The court will decide whether the tenancy will continue after the date shown in paragraph 2 or whether it will end (section 24).

If you are in any doubt about what to do, get advice immediately from a solicitor or a surveyor.

### *Negotiating a new tenancy*

Most tenancies are renewed by new tenants. You may extend the deadline for making an application for a new tenancy if you or your landlord can agree in writing to extend the deadline while negotiations continue. Either you or your landlord can ask the court to extend the deadline if you will have to pay while the negotiations continue (sections 24A to 24D of the Landlord and Tenant Act 1954).

You may only stay in the property if you have agreed in writing to a later date, that date), if the court has ordered the grant of a new tenancy.

If you do try to agree a new tenancy, you must remember:

- That your present tenancy will continue until the end of the period without the agreement in writing to extend the deadline, unless the court or your landlord has ordered otherwise.
- That you will lose your right to stay in the property if this notice has passed, unless the court has ordered otherwise.

### *Validity of this notice*

The landlord who has given you this notice must be the landlord to whom you pay your rent (sections 44 and 67). This does not mean that the notice is invalid.

If you have any doubts about whether the notice is valid, get advice immediately from a solicitor or a surveyor.

### *Further information*

An explanation of the main points of the Landlord and Tenant Act 1954, "Renewing and Ending Business Lettings", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies are available from 1<sup>st</sup> June 2004 from Free Literature, 100, The Gateway, Leeds, West Yorkshire, LS23 7NB (0870 1226 236).

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paragraph 2 (or if we have agreed in writing to a later date, that date), if the court has asked the court to order the grant of a new tenancy.

remember:

the date in paragraph 2 of this notice will continue until the end of the period without the agreement in writing to extend the deadline, unless you have applied to the court or your landlord has ordered otherwise.

the deadline in paragraph 2 of this notice will continue until the end of the period without the agreement extending the deadline.

landlord to whom you pay your rent (sections 44 and 67). This does not mean that the notice is invalid.

get advice immediately from a solicitor or a surveyor.

ending or ending a business tenancy, "Renewing and Ending Business Lettings and Landlords", can be found at [www.odpm.gov.uk](http://www.odpm.gov.uk). Printed copies are available from 1<sup>st</sup> June 2004 from Free Literature, 100, The Gateway, Leeds, West Yorkshire, LS23 7NB (0870 1226 236).