

**LANDLORD'S
TENANCY AN**

**A BUSINESS
REFUSING A**

S

Section 25 of the Landlord and Tenant Act 1954

A

IMPORTANT NOTE FOR THE LANDLORD
If you are opposing the grant of a new tenancy on any of the grounds listed in paragraph 1, you must complete this form and send it to the tenant. If you are opposing the grant of a freehold or an extended lease, use Form LTA1. For more information, see the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations.

If you are opposing the grant of a new tenancy on any of the grounds listed in paragraph 1, you must complete this form and send it to the tenant. If you are opposing the grant of a freehold or an extended lease, use Form LTA1. For more information, see the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations.

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

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

M

1. This notice applies to the tenancy at << >> *(insert address or description of property)*.

<< >> *(insert address or description of property)*

2. I am giving you notice under section 25(1) of the Landlord and Tenant Act 1954 to end your tenancy on << >> *(insert date)*.

I am giving you notice under section 25(1) of the Landlord and Tenant Act 1954 to end your tenancy on << >> *(insert date)*.

3. I am opposed to the grant of a new tenancy on the grounds listed in paragraph 1.

4. You may ask the court to grant you a new tenancy. If you do, I will oppose your application on the grounds listed in paragraph 1 of that Act. I draw your attention to the grounds of opposition listed in paragraph 1.

You may ask the court to grant you a new tenancy. If you do, I will oppose your application on the grounds listed in paragraph 1 of that Act. I draw your attention to the grounds of opposition listed in paragraph 1.

**(insert letter(s) of the paragraph(s) of section 25(1) of the Landlord and Tenant Act 1954 on which you are opposing the grant of a new tenancy)*

5. If you wish to ask the court to grant you a new tenancy, you must do so before the date in paragraph 2 unless, before that date, you have written to a later date.

If you wish to ask the court to grant you a new tenancy, you must do so before the date in paragraph 2 unless, before that date, you have written to a later date.

6. I can ask the court to order that you should not be granted a new tenancy. I may have to pay you compensation if I do. If I have relied only on one or more of the grounds mentioned in paragraph 1, you can ask the court to end your tenancy, you can ask the court to order that you should not be granted a new tenancy. I may have to pay you compensation if I do. If I have relied only on one or more of the grounds mentioned in paragraph 1, you can ask the court to end your tenancy, you can ask the court to order that you should not be granted a new tenancy. I may have to pay you compensation if I do.

I can ask the court to order that you should not be granted a new tenancy. I may have to pay you compensation if I do. If I have relied only on one or more of the grounds mentioned in paragraph 1, you can ask the court to end your tenancy, you can ask the court to order that you should not be granted a new tenancy. I may have to pay you compensation if I do.

E

7. Please send all correspondence to:

Name: << >>

Address: << >>

Signed:

Date: << >>

*[Landlord] *[On behalf of the landlord] or *[Mortgagee] *[On behalf of the mortgagee]
*(delete if inapplicable)

IMPORTANT TENANT

This notice is intended to bring your tenancy to an end on the date specified in paragraph 2.

Your landlord is not prepared to grant you a new tenancy. You will not get a new tenancy unless you successfully challenge your landlord's refusal to grant you a new tenancy on the grounds on which your landlord opposes the grant of a new tenancy.

If you want to continue to occupy the property, you must act quickly. The notes below should help you to decide what steps you need to take. If you want to challenge your landlord's refusal to grant you a new tenancy, get advice immediately from a solicitor or a surveyor.

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

Ending of your tenancy

This notice is intended to bring your tenancy to an end on the date given in paragraph 2. Section 25 contains rules about the date on which you can put in that paragraph.

Your landlord is not prepared to grant you a new tenancy. If you want a new tenancy you will need to apply to the court for a new tenancy. You will need to apply to the court for a new tenancy if you wish to challenge the landlord's opposition to new tenancy. If you wish to apply to the court for a new tenancy before the date given in paragraph 2 of this notice, unless you and your landlord agree to extend the deadline (sections 29A and 29B), you must apply in writing, before that date, to the court for a new tenancy.

If you apply to the court your tenancy will continue until the date given in paragraph 2 of this notice while your application is being considered (sections 29A and 29B). You may not apply to the court for a new tenancy if your landlord has already done so (section 29C).

You may only stay in the property if you apply to the court for a new tenancy. You and the landlord may have agreed to extend the deadline (sections 29A and 29B) to order the grant of a new tenancy. If you do not apply to the court for a new tenancy, your tenancy will end on the date given in paragraph 2 (or such later date as you and the landlord may have agreed). If you apply to the court for a new tenancy, that date you have asked the court for a new tenancy. If the court orders the ending of your tenancy, you must leave the property on that date.

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

get advice immediately from a

Landlord's opposition to new tenancy

If you apply to the court for a new tenancy on one or more of the grounds set out in paragraph 4 of this notice with those specified in the Table below, you can see from the second column the ground(s) of opposition.

You can only oppose your application on one or more of the grounds set out in paragraph 4 of this notice with those specified in the Table below, you can see from the second column the ground(s) of opposition.

Paragraph of section 30(1)	Grounds	
(a)	Where under the terms of the tenancy agreement the tenant ought not to have been obliged to repair or maintain any part of the holding and the tenant has failed to do so or to comply with the obligations imposed on him by the agreement.	Where the tenant has any obligations as to the repair or maintenance of the holding, that the tenant has failed to do so or to comply with the obligations imposed on him by the agreement in view of the state of repair of the holding and the loss or damage from the tenant's failure to do so.
(b)	That the tenant has failed to carry out his persistent obligations under the tenancy agreement which has become due.	That the tenant has failed to carry out his persistent obligations under the tenancy agreement which has become due.
(c)	That the tenant has failed to carry out other substantial obligations under the current tenancy agreement which are connected with the use of the holding.	That the tenant has failed to carry out other substantial obligations under the current tenancy agreement which are connected with the use of the holding.
(d)	That the landlord is unable to provide or secure the accommodation for the tenant, that the terms on which the accommodation is available are more favourable than those of the current tenancy and that the terms on which it will be available are more favourable than those of the current tenancy (including the requirement to provide the accommodation of a certain nature and class of his own choice, the amount of, and facilities afforded by, the holding).	That the landlord is unable to provide or secure the accommodation for the tenant, that the terms on which the accommodation is available are more favourable than those of the current tenancy and that the terms on which it will be available are more favourable than those of the current tenancy (including the requirement to provide the accommodation of a certain nature and class of his own choice, the amount of, and facilities afforded by, the holding).
(e)	Where the current tenancy is a sub-tenancy and only of the part of the holding which the landlord is entitled to terminate, that the termination of the tenancy is reasonably desirable in the interests of the remainder of the holding and that the tenant is not reasonably satisfied with the terms on which he holds the part of the holding in possession of which he is to be deprived and that in view of the termination of the tenancy.	Where the current tenancy is a sub-tenancy and only of the part of the holding which the landlord is entitled to terminate, that the termination of the tenancy is reasonably desirable in the interests of the remainder of the holding and that the tenant is not reasonably satisfied with the terms on which he holds the part of the holding in possession of which he is to be deprived and that in view of the termination of the tenancy.
(f)	That on the termination of the tenancy the landlord intends to demolish or to carry out substantial work of construction on any part thereof and that he cannot reasonably be expected to continue in possession of the holding.	That on the termination of the tenancy the landlord intends to demolish or to carry out substantial work of construction on any part thereof and that he cannot reasonably be expected to continue in possession of the holding.
(g)	On the termination of the tenancy the landlord intends to occupy the holding or to let it wholly or partly for the purposes, of a business, of a profession, or as his residence.	On the termination of the tenancy the landlord intends to occupy the holding or to let it wholly or partly for the purposes, of a business, of a profession, or as his residence.

S
A
M
P
L
E

S

In this Table “the holding” means the

subject of the tenancy.

In ground (e), “the landlord is the owner of the holding” means the person who, on the termination of that superior tenancy, will be entitled to exercise certain rights and obligations by your immediate landlord.

version expectant on the landlord has an interest in the property that will entitle him or her, when your tenancy comes to an end, to exercise certain rights and obligations by your immediate landlord.

If the landlord relies on ground (f), certain conditions set out in section 30(1A) must be satisfied.

landlord will still grant a new tenancy if the conditions set out in section 30(1A) are satisfied.

If the landlord relies on ground (g) (section 30(1B)), “the company” means a company in which the landlord has a controlling interest. Where a landlord has a controlling interest in a company, the company can rely on ground (g) (section 30(1B)). A person has a “controlling interest” in a company if, had he been a company, the company would have been in a position to exercise its rights as a shareholder.

“the company” may have an extended meaning. Where a landlord has a controlling interest in a company, the company can rely on ground (g) (section 30(1B)). A person has a “controlling interest” in a company if, had he been a company, the company would have been in a position to exercise its rights as a shareholder.

The landlord must normally have been in possession of the holding for at least five years before he or she can rely on ground (g).

landlord must normally have been in possession of the holding for at least five years before he or she can rely on ground (g).

Compensation

If you cannot get a new tenancy so that section 37 applies, you may be entitled to compensation if you have applied for a new tenancy and your application is refused on any of the other grounds (e), (f) and (g). In other words, you may be entitled to compensation if the court has refused your tenancy on any of the other grounds (e), (f) and (g). In other words, you may be entitled to compensation if the court has refused your tenancy on any of the other grounds (e), (f) and (g).

If you cannot get a new tenancy so that section 37 applies, you may be entitled to compensation if you have applied for a new tenancy and your application is refused on any of the other grounds (e), (f) and (g). In other words, you may be entitled to compensation if the court has refused your tenancy on any of the other grounds (e), (f) and (g).

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.

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 you are the landlord, get advice immediately from a solicitor or surveyor.

If you have any doubts about whether you are the landlord, get advice immediately from a solicitor or 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. Printed copies of the Act, from 1st June 2004 from Free Literature, (0870 1226 236).

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. Printed copies of the Act, from 1st June 2004 from Free Literature, (0870 1226 236).

A

M

P

L

E