

**LANDLORD'S
TENANCY AND
EVICTION FORMS**

**A BUSINESS
REFUSING A
NEW TENANCY**

Section 25 of the Landlord and Tenant Act 1954

IMPORTANT NOTE FOR THE LANDLORD

If you are considering granting a new tenancy on any of the grounds mentioned below, you must complete this form and send it to the tenant. If you have a freehold or an extended lease, use the form 'Landlord Refusing a New Tenancy' instead.

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

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

1. This notice applies to the tenancy at << >> (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).
3. I am opposed to the grant of a new tenancy.
4. You may ask the court to oppose the grant of a new tenancy. If you do, I will oppose your application on the grounds mentioned in paragraph(s) << >>* of section 30(1) of that Act. I draw your attention to the Notes below, which sets out all the grounds of opposition.

*(insert letter(s) of the paragraph(s) of section 30(1))

5. If you wish to ask the court to oppose my notice, you must do so before the date in paragraph 2 unless, before that date, I write to a later date.
6. I can ask the court to order me to grant you a new tenancy without granting you a new tenancy. I may have to pay you compensation if I have relied only on one or more of the grounds mentioned in paragraph(s) << >>* of section 30(1). If I ask the court to do this, you can oppose my application.

7. Please send all correspondence to:

Name: << >>

Address: << >>

Signed:

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

Date: << >>

[On behalf of the mortgagee]

IMPORTANT

TENANT

This notice is intended to bring your attention to paragraph 2.

Your landlord is not prepared to offer you a new tenancy unless you successfully challenge your landlord's opposition to the grant of a new tenancy.

If you want to continue to occupy the property, the notes below should help you to decide whether you need to challenge your landlord's refusal to grant a new tenancy. You will not get a new tenancy unless you apply to the court on the grounds on which your landlord opposes the grant of a new tenancy.

The sections mentioned below are contained in the Housing Act 1985 and the Tenant Act 1954, as amended, (most recently by the Residential Landlord and Tenant Act 2003 (Amendment) Order 2003)

Ending of your tenancy

This notice is intended to bring you attention to paragraph 2. Section 25 contains rules about the ending of your tenancy.

Your landlord is not prepared to offer you a new tenancy. You will need to apply to the court for a new tenancy on the grounds for opposition (see the section above "Opposing a new tenancy"). If you wish to apply to the court under paragraph 2 of this notice, unless you and your landlord agree otherwise, you must extend the deadline (sections 29A and 29B).

If you apply to the court your tenancy will end on the date given in paragraph 2 of this notice while your application is being considered, even if your landlord has already done so.

You may only stay in the property until the date given in paragraph 2 (or such later date as that date you have asked the court to order the ending of your tenancy without granting you a new tenancy).

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

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Landlord's opposition to new tenancy notice

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

the landlord can only oppose your application on one or more of the grounds set out in paragraph 4 of this notice. To match the letter(s) 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 lease the tenant has any obligations as respects the holding, that the tenant ought not to have incurred any of the holding by reason of his failure to comply with those obligations.
(b)	That the tenant has applied for a new tenancy in view of his persistent breach of a condition which has become due.
(c)	That the tenant has applied for a new tenancy in view of his persistent breach of other substantial obligations under the current tenancy connected with the tenant's use of the holding.
(d)	That the landlord is unwilling to provide or secure the provision of alternative accommodation on reasonable terms on which it will be available to all other relevant persons, suitable for the purpose of preserving good business and by, the holding.
(e)	Where the current tenancy is only of the part of the holding and the landlord is the owner of the remainder of the holding, that the aggregate of the rents of the holdings of the holding and the remainder substantially less than the rent of the holding as a whole, that property as a whole, that the landlord requires the uses of letting or otherwise of the holding, and that in view of this the tenancy ought not to be granted a new tenancy.
(f)	That on the termination of the tenancy the landlord intends to demolish or alter or a substantial part thereof and that he could not reasonably obtain possession of the holding.
(g)	On the termination of the tenancy the landlord intends to occupy the holding in whole or partly for the purposes, of a business, or as his residence.

In this Table “the holding” means the property or interest in the property that is the subject of the tenancy.

In ground (e), “the landlord is the owner of the property or has an interest in it” means that the landlord is the owner of the property or has an interest in it at the time of termination of that superior tenancy. It also includes cases where the landlord will have an interest in the property at a later date if certain conditions are met. This is known as a “version expectant on the termination of the tenancy”. In other words, if your landlord has an interest in the property that will entitle him or her, when you terminate your tenancy, to exercise certain rights and obligations over the property that are currently exercisable by your immediate landlord.

If the landlord relies on ground (f), he or she can still grant a new tenancy if certain conditions set out in section 30(1A) are met.

If the landlord relies on ground (g), he or she must normally have been a company for the last five years before he or she can rely on ground (g). “The landlord” may have an extended meaning. Where a landlord has a controlling interest in a company then either the landlord or the company can rely on ground (g). A person has a “controlling interest” in a company if, had he been a company, the other company would have been its subsidiary.

The landlord must normally have been a company for the last five years before he or she can rely on ground (g).

Compensation

If you cannot get a new tenancy so that you have to leave your business premises, you may be entitled to compensation under section 37. If your landlord has opposed your application on any of the other grounds (e), (f) and (g) you can only get compensation if the court’s refusal was based solely on one or more of those grounds. You are entitled to compensation under section 37 if the court has refused your tenancy on one or more grounds (e), (f) and (g). In other words, if the court has refused your tenancy on one or more grounds (e), (f) and (g), section 37 also applies.

Validity of this notice

The landlord who has given you the notice is the landlord to whom you pay your rent (sections 44 and 67). This does not mean that the notice is valid if the landlord to whom you pay your rent does not accept it. If you do not know the landlord to whom you pay your rent, or if you think that the notice is invalid, contact your solicitor or surveyor.

If you have any doubts about whether the notice is valid, or if you are not sure what to do, get advice immediately from a solicitor or surveyor.

Further information

An explanation of the main points in this notice, including how to renew or end a business tenancy, can be found in the booklet “Renewing and Ending Business Leases”, which can be found at www.odpm.gov.uk. Printed copies of the booklet, which is not of this form, are available from Free Literature, 100 Corporation Street, Derby, West Yorkshire, LS23 7NB (0870 1226 236).