

TENANT'S REQUEST FOR A NEW BUSINESS TENANCY

Section 26 of the Landlord and Tenant Act 1954

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 that I request a new tenancy beginning on << >> (insert date).
3. You will find my proposed new tenancy, which we can discuss, in the Schedule to this notice.
4. If we cannot agree on all the terms of the new tenancy, either you or I may ask the court to order the grant of a new tenancy. I will state 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 in writing by << >> (insert date) and do so before the date in paragraph 2.
6. You may oppose my request for a new tenancy only on one or more of the grounds set out in section 30(1) of the Landlord and Tenant Act 1954. You must tell me what your grounds are within two months of the date of this notice. If you miss this deadline you will not be able to oppose my request for a new tenancy and you will have to grant me a new tenancy.
7. Please send all correspondence to: << >> (insert name and address)

Name: << >>

Address: << >>

Signed:

Date: << >>

*[Tenant] *[On behalf of the tenant] (if applicable)

TENANT'S REQUEST FOR A NEW TENANCY

[<<e.g. "New tenancy to be on the basis of a new tenancy save that the term shall be for x years and annum.">>]

IMPORTANT NOTICE TO LANDLORD

This notice requests a new tenancy. If you want to oppose this request you must act quickly about the action that you should take, get advice immediately from a surveyor.

Read the notice and all the Notes. It is wise to seek professional advice.

The sections mentioned below are part of the Landlord and Tenant Act 1954, as amended, (most recently by the Rent (Shorthold Tenancies) (England and Wales) Order 2003).

Tenant's request for a new tenancy

This request by your tenant for a new tenancy to end on the day before the date mentioned in paragraph 26 contains rules about the date that the tenant can put in paragraph 26.

Your tenant can apply to the court for a new tenancy yourself, under the section 30(1) application. Once an application has been made, your tenant's current tenancy will continue after the date mentioned in paragraph 26. Either you or your tenant can apply to the court which your tenant will have to pay for. The court will settle any terms of a new tenancy (section 30(1) and 35).

Time limit for opposing your tenant's request

If you do not want to grant a new tenancy, you must oppose any application made to the court for a new tenancy. You do not have to do this, but the notice must be in writing and it must state on which section 30(1) you will oppose the application. If you do not use the section 30(1) you will oppose the application, your notice may be ineffective. (or grounds), as set out below,

If there has been any delay in your tenant's request, you may need to act very quickly. If you are in any doubt about what to do, get advice immediately from a solicitor or a surveyor.

Grounds for opposing tenant's application

If you wish to oppose the renewal of the tenancy, you may do so by making an application to the court, or by making an application for termination without renewal. However, you can only oppose the renewal, on one or more of the grounds set out below. You will only be able to rely on the grounds that you have mentioned in your written notice to your tenant.

In this Table "the holding" means the subject of the tenancy.

Paragraph of section 30(1)	Grounds
(a)	Where under the tenancy the tenant has any obligations as respects the repair of the holding, that the tenant is in breach of those obligations in view of the state of repair of the holding, being a failure to comply with the said obligations.
(b)	That the tenant is in breach of his obligations under the tenancy by persistent delay in carrying out repairs.
(c)	That the tenant is in breach of his obligations under the tenancy by substantial breach of the terms of the tenancy, or for any other reason connected with the tenant's use or management of the holding.
(d)	That the landlord is in breach of his obligations under the tenancy by failing to provide or secure the repair of the holding, or the terms on which the holding is available are unreasonable in view of the state of the tenancy and to all other circumstances.
(e)	Where the current tenancy is a sub-tenancy, that the landlord is the owner of an interest in the property superior to the tenancy, and that on the termination of that tenancy the rents reasonably obtainable for the remainder of that property would be substantially greater than the rents reasonably obtainable for the property as a whole, that on the termination of that tenancy the landlord requires possession of the property or otherwise disposing of the property, and that in view of the above the tenant should not be granted a new tenancy.
(f)	That on the termination of the tenancy the landlord intends to demolish or reconstruct a substantial part of the holding, or to carry out substantial work of construction on the holding, and that he could not reasonably do so without possession of the holding.
(g)	On the termination of the tenancy the landlord intends to occupy the holding wholly or partly for the purposes, of a business to be carried on by him or as his residence.

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7. If you have opposed your application under section 30(1), as well as on one or more of the grounds (e), (f) and (g) mentioned in section 30(1), you are not entitled to compensation if the court's refusal to grant the application is based on one or more of the other grounds. In other words, your tenant cannot rely on the court's refusal to grant the application on other grounds, even if the court has refused to grant the application on one or more of the grounds mentioned in section 30(1).

as set out proposals for the new
accept these proposals and may put
to extend the deadline for making an
it may not apply to the court for a
the making of the request contained
your tenant's request as mentioned

person from whom you receive rent
the notice is invalid. If you have
immediately from a solicitor or a

ing or ending a business tenancy,
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