## **TENANT'S REQUE**

Section 26 o

To: << >> (insert name and addre

From: << >> (insert name and ad

- 1. This notice applies to the f property).
- 2. I am giving you notice und request a new tenancy beg
- You will find my propose Schedule to this notice.
- If we cannot agree on all court to order the grant of agree.
- If you wish to ask the co paragraph 2, unless we ag paragraph 2.
- You may oppose my request set out in section 30(1) of a your grounds are within twy you will not be able to opponew tenancy.
- 7. Please send all correspond

Name: << >>

Address: << >>

Signed:

\*[Tenant] \*[On behalf of the tenant



# SINESS TENANCY

ant Act 1954

> (insert address or description of

ndlord and Tenant Act 1954 that I date).

, which we can discuss, in the

ancy, either you or I may ask the tle the terms on which we cannot

you must do so by the date in date and do so before the date in

ly on one or more of the grounds Act 1954. You must tell me what s notice. If you miss this deadline cy and you will have to grant me a

Date: << >>

applicable)

TENANT'S F

[<<e.g. "New tenancy to be on the x years and

## **IMPORT**

This notice requests a new tena this request you must act quick should take, get advice immedia

Read the notice and all the Note advice.

The sections mentioned below are amended, (most recently by the R Wales) Order 2003).

### Tenant's request for a new tenand

This request by your tenant for a n the day before the date mentioned that the tenant can put in paragrap

Your tenant can apply to the court new tenancy yourself, under the sa application. Once an application ha continue after the date mentioned in court. Either you or your tenant can whilst the tenancy continues (section tenancy on which you and your tenant

### Time limit for opposing your tenan

If you do not want to grant a new tenant's request in which to notify court for a new tenancy. You do n writing and it must state on which application. If you do not use the s your notice may be ineffective.

If there has been any delay in yo you are in any doubt about wha solicitor or a surveyor.

Grounds for opposing tenant's appli

V TENANCY

enancy save that the term shall be innum.">>]

## NDLORD

part of it. If you want to oppose bt about the action that you a surveyor.

wise to seek professional

and Tenant Act 1954, as ess Tenancies) (England and

her current tenancy to an end on 26 contains rules about the date

ew tenancy. You may apply for a ur tenant has already served an your tenant's current tenancy will plication is being considered by the t which your tenant will have to pay will settle any terms of a new ind 35).

months from the making of your opose any application made to the do this, but the notice must be in section 30(1) you will oppose the nd (or grounds), as set out below,

u may need to act very quickly. If e, get advice immediately from a

If you wish to oppose the renewal of application to the court, or by makin renewal. However, you can only opp renewal, on one or more of the grou below. You will only be able to rely of your written notice to your tenant.

In this Table "the holding" means the

section 30(1)(a)Where under the respects the reparation ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight of the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought not to be get the holding, being with the said oblight ought is used to a substantial breact tenancy, or for an intermination of the situation and for the tenant's regood will) having the situation and for the tenant's regood will having the situation and for the tenant's regoonably obtain the termination of the property com owner of an intermination of the holding for said property as a and that in view tenancy.(f)That on the termination of the molish or recommendation of the holding for said property as a and that in view tenancy.(g)On the termination of the demolish or recommendation of the holding for said property as a and that in view tenancy.	Dorograph of	Grounds
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so by opposing your tenant's he court for termination without tion, or apply for termination without I). These grounds are set out tion that you have mentioned in

ct of the tenancy.

nt has any obligations as e holding, that the tenant view of the state of repair of e tenant's failure to comply

new tenancy in view of his become due. new tenancy in view of other

ons under the current d with the tenant's use or

to provide or secure the r the tenant, that the terms on vailable are reasonable enancy and to all other

ill be available are suitable e requirement to preserve class of his business and to forded by, the holding. / the sub-letting of part only of hcy and the landlord is the t on the termination of that e rents reasonably obtainable remainder of that property

property as a whole, that on landlord requires possession r otherwise disposing of the

ot to be granted a new

incy the landlord intends to prised in the holding or a rry out substantial work of and that he could not ssion of the holding. the landlord intends to artly for the purposes, of a pr as his residence.

## Compensation

If your tenant cannot get a new tena applies, he or she is entitled to com tenant's application on any of the ott more of grounds (e), (f) and (g), you grant a new tenancy is based solely get compensation under section 37 one or more of grounds (e), (f) and (

If you are an authority possessing c tenant may be entitled to a disturbar 1973.

## Negotiating a new tenancy

Most tenancies are renewed by neg tenancy in paragraph 3 of this notice forward your own. You and your ten application to the court while negotia new tenancy until two months have in this notice, unless you have alrea in paragraph 6 of this notice (section

If you try to agree a new tenancy wi

- that one of you will need to a unless you both agree to ex
- that any such agreement mu paragraph 2 (sections 29A a

### Validity of this notice

The tenant who has given you this (sections 44 and 67). This does no any doubts about whether this not surveyor.

## Further information

An explanation of the main points "Renewing and Ending Business L at <u>www.odpm.gov.uk</u>. Printed copi from 1<sup>st</sup> June 2004 from Free Liter (0870 1226 236).



r more of grounds (e), (f) and (g) 7. If you have opposed your section 30(1), as well as on one or pensation if the court's refusal to n other words, your tenant cannot e tenancy on other grounds, even if

rs (such as a local authority), your of the Land Compensation Act

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

e date in paragraph 2 of this notice, an application. pe made before the date in

erson from whom you receive rent the notice in invalid. If you have mediately from a solicitor or a

ng or ending a business tenancy, nts and Landlords", can be found t not of this form, are available erby, West Yorkshire, LS23 7NB