# TENANT'S REQUEST FOR A NEW BUSINESS TENANCY

## (Section 26 of the Landlord and Tenant Act 1954)

**IMPORTANT NOTE FOR THE LANDLORD**

This notice requests a new tenancy of your property or part of it. If you want to oppose this request, you must act quickly.

Read the notice and all the Notes carefully. It would be wise to seek professional advice.

Date: [Insert date]

From: [insert individual representatives name for tenant]

[insert tenants business address]

[insert tenant’s address]

To: [insert individual representatives name for landlord]

[insert owner/landlord’s business name]

[insert owner/landlord’s address]

**Notice applicable to [address] and [description of property]**

[We are] OR [I am] giving you this notice relating to the above property under Section 26 of the Landlord and Tenant Act 1954. [We] OR [I would] like to request a new tenancy, beginning on [date].

You will find [my] OR [our] proposals for the new tenancy, which we can discuss, in Annex 1 to this notice.

If we cannot agree on all the terms of a new tenancy, either of us may ask the courts to order the grant of a new tenancy and settle the terms that we cannot agree.

If you’d like to ask the court to order the grant of a new tenancy, you must do so by the above requested start date, unless we agree to a later date; and you must do so before that start date.

You may oppose [my] OR [our] 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 in Annex 2. You must set out your grounds for refusing [my] OR [our] renewal request with two months of receiving this notice. If you miss this deadline, you will not be able to oppose renewal of [my] OR [our] tenancy and you will have to grant [me] OR [us] a new tenancy.

Please send all correspondence about this notice to [specify the name and contact details of intended contact]

Yours [sincerely] OR [faithfully]

[insert tenants name]

# Annex 1

## NOTES:

Tenant's request for a new tenancy

This request by your tenant for a new tenancy brings their current tenancy to an end on the day before the date mentioned in Paragraph 2 of this notice. Section 26 contains rules about the date that the tenant can put in Paragraph 2 of this notice.

Your tenant can apply to the court under Section 24 for a new tenancy. You may apply for a new tenancy yourself, under the same section, but not if your tenant has already served an application. Once an application has been made to the court, your tenant's current tenancy will continue after the date mentioned in Paragraph 2 while the application is being considered by the court. Either you or your tenant can ask the court to fix the rent which your tenant will have to pay whilst the tenancy continues (sections 24A to 24D). The court will settle any terms of a new tenancy on which you and your tenant disagree (sections 34 and 35).

[explain in detail the terms you’d like for the new lease]

# Annex 2

Statutory grounds for opposing tenant’s application (under the Landlord and Tenant Act 1954)

## NOTES:

Time limit for opposing your tenant's request

If you do not want to grant a new tenancy, you have two months from the making of your tenant's request in which to notify him or her that you will oppose any application made to the court for a new tenancy. You do not need a special form to do this, but the notice must be in writing and it must state on which of the grounds set out in section 30(1) you will oppose the application. If you do not use the same wording of the ground (or grounds), as set out below, your notice may be ineffective.

If there has been any delay in your seeing this notice, you may need to act very quickly. If you are in any doubt about what action you should take, 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 can do so by opposing your tenant's application to the court, or by making your own application to the court for termination without renewal. However, you can only oppose your tenant's application, or apply for termination without renewal, on one or more of the grounds set out in section 30(1). These grounds are set out below. You will only be able to rely on the ground(s) of opposition that you have mentioned in your written notice to your tenant.

The table below is contained in Section 30(1)(a)-(g) of the Landlord and Tenant Act 1954) In this Table "the holding" means the property that is the subject of the tenancy

|  |  |
| --- | --- |
| **Paragraph number** | **Permitted reason** |
| a) | Where under the current tenancy the tenant has any obligations as respects the repair and  maintenance of the holding, that the tenant ought not to be granted a new tenancy in view of  the state of repair of the holding, being a state resulting from the tenant's failure to comply  with the said obligations. |
| b) | That the tenant ought not to be granted a new tenancy, in view of their persistent delay in paying rent which has become due. |
| c) | That the tenant ought not to be granted a new tenancy in view of other substantial breaches  by him or her of his obligations under the current tenancy, or for any other reason connected  with the tenant's use or management of the holding. |
| d) | That the landlord has offered and is willing to provide or secure the provision of alternative  accommodation for the tenant, that the terms on which the alternative accommodation is  available are reasonable having regard to the terms of the current tenancy and to all other  relevant circumstances, and that the accommodation and the time at which it will be available  are suitable for the tenant's requirements (including the requirement to preserve goodwill)  having regard to the nature and class of his or her business and to the situation and extent of,  and facilities afforded by, the holding. |
| e) | Where the current tenancy was created by the sub-letting of part only of the property  comprised in a superior tenancy and the landlord is the owner of an interest in reversion  expectant on the termination of that superior tenancy, that the aggregate of the rents  reasonably obtainable on separate lettings of the holding and the remainder of that property  would be substantially less than the rent reasonably |

|  |  |
| --- | --- |
|  | that in view thereof the tenant ought not to be granted a new tenancy. |
| f) | That on the termination of the current tenancy the landlord intends to demolish or reconstruct  the premises comprised in the holding or a substantial part of those premises or to carry out  substantial work of construction on the holding or part thereof and that he or she could not  reasonably do so without obtaining possession of the holding. |
| g) | On the termination of the current tenancy the landlord intends to occupy the holding for the  purposes, or partly for the purposes, of a business to be carried on by him or her therein, or as  his or her residence. |

Compensation

If your tenant cannot get a new tenancy solely because one or more of grounds (e), (f) and (g) applies, he or she is entitled to compensation under section 37. If you have opposed your tenant's application on any of the other grounds mentioned in section 30(1), as well as on one or more of grounds (e), (f) and (g), your tenant can only get compensation if the court's refusal to grant a new tenancy is based solely on ground (e), (f) or (g). In other words, your tenant cannot get compensation under section 37 if the court has refused the tenancy on other grounds, even if one or more of grounds (e), (f) and (g) also applies.

If you are an authority possessing compulsory purchase powers (such as a local authority), your tenant may be entitled to a disturbance payment under Part 3 of the Land Compensation Act 1973.

Negotiating a new tenancy

Most tenancies are renewed by negotiation and your tenant has set out proposals for the new tenancy in paragraph 3 of this notice. You are not obliged to accept these proposals and may put forward your own. You and your tenant may agree in writing to extend the deadline for making an application to the court while negotiations continue. Your tenant may not apply to the court for a new tenancy until two months have passed from the date of the making of the request contained in this notice, unless you have already given notice opposing your tenant's request as mentioned in paragraph 6 of this notice (section 29A(3)).

If you try to agree a new tenancy with your tenant, remember:

* that one of you will need to apply to the court before the date in paragraph 2 of this notice, unless you both agree to extend the period for making an application.
* that any such agreement must be in writing and must be made before the date in paragraph 2 (sections 29A and 29B).

Validity of this notice

The tenant who has given you this notice may not be the person from whom you receive rent (sections 44 and 67). This does not necessarily mean that the notice is invalid.

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

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