

Technical Award in
**Commercial Property
Agency**



MOL Sample Workbook



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QUALIFICATIONS

INTRODUCTION TO THE SAMPLE WORKBOOK

This sample workbook is a guide to the learning materials for the Technical Award in Commercial Property Auctioneering, written and provided by MOL on behalf of the National Federation of Property Professionals Awarding Body (NFOPP AB).

The full range of property qualifications available from MOL/NFOPP AB is as follows.

Award in Introduction to Residential Property Management Practice (Level 2)

This is an introductory qualification offering basic knowledge in the most important subject areas related to residential letting and property management.

- Unit 1 General Law, Health, Safety and Security in Relation to Residential Letting and Property Management (Level 3)
- Unit 2 Customer Service within the Property Sector
- Unit 3 Introduction to Residential Property Letting Practice
- Unit 4 Introduction to Residential Property Management Practice

Award in Introduction to the Sale of Residential Property (Level 2)

This is an introductory qualification offering basic knowledge in the most important subject areas related to the sale of residential property.

- Unit 1 General Law, Health, Safety and Security in Relation to the Sale of Residential Property
- Unit 2 Customer Service within the Property Sector
- Unit 3 Regulations Relating to the Sale of Residential Property
- Unit 4 Practice Relating to the Sale of Residential Property

Technical Award in Residential Letting and Property Management (Level 3)

This programme is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in residential letting agency.

- Unit 1 General Law, Health, Safety and Security in Relation to Residential Letting and Property Management
- Unit 2 Legal Aspects of Letting and Management
- Unit 3 Residential Property Letting Practice
- Unit 4 Residential Property Management Practice

Technical Award in the Sale of Residential Property (Level 3)

The Technical Award in the Sale of Residential Property is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in residential estate agency or new homes sales.

- Unit 1 General Law, Health, Safety and Security in Relation to the Sale of Residential Property
- Unit 2 Law Relating to Residential Property Sales
- Unit 3 Practice Relating to Residential Property Sales
- Unit 4 Property Appraisal and Basic Building Construction/Defects

Technical Award in Commercial Property Agency (Level 3)

The Technical Award in Commercial Property Agency is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in commercial property agency.

- Unit 1 General Law, Health, Safety and Security in Relation to Commercial Property Agency
- Unit 2 Practice and Law Relating to Commercial Property Agency
- Unit 3 Law Relating to Commercial Property
- Unit 4 Commercial Property and Business Appraisal and Basic Building Construction

Technical Award in Real Property Auctioneering (Level 3)

This programme is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in estate agency where auctioneering is an important part of the work of the agency.

- Unit 1 General Law, Health, Safety and Security in Relation to Real Property Auctioneering
- Unit 2 Law Relating to Real Property Auctions
- Unit 3 Real Property Auctioneering Practice and Procedures
- Unit 4 Property Appraisal and the Auction Process

Technical Award in Chattels Auctioneering (Level 3)

This programme is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in chattels auctioneering.

- Unit 1 General Law, Health, Safety and Security in Relation to Chattels Auctioneering
- Unit 2 Law Relating to Chattels Auctions
- Unit 3 Chattels Auctioneering Practice and Procedures
- Unit 4 Chattels Appraisal and the Auctioneer's Duties and Liabilities

Technical Award in Residential Inventory Management and Practice (Level 3)

This programme covers the law and practice of letting agency and inventory management in England and Wales.

- Unit 1 General Law, Health, Safety and Security in Relation to Residential Inventory Management and Practice
- Unit 2 Legal Aspects of Residential Inventory Management and Practice
- Unit 3 Residential Letting and Property Management
- Unit 4 Residential Inventory Management and Practice

Technical Award in Residential Tenancy Deposit Protection and Management (Level 3)

This programme is designed as an introduction to the knowledge and understanding required by those working, or aspiring to work, in residential letting agency and who will be dealing with tenancy deposits.

- Unit 1 General Law, Health, Safety and Security in Relation to Residential Letting and Property Management
- Unit 2 Legal Aspects of Letting and Management
- Unit 3 Handling, Protecting and Processing Residential Tenancy Deposits
- Unit 4 Returning Residential Tenancy Deposits and Dispute Resolution Procedures

Certificate (Level 4)

The Level 4 Certificate programmes are designed for more experienced people working within agency such as senior negotiators, managers and principles. The full certificate has 8 units, but the first two are carried forward from the relevant technical award. There are four additional technical units specific to each pathway, and two common office/people management units.

The common management units are

- Unit 7 Introduction to Office Management
- Unit 8 Advanced Office Management (Level 5)

The two pathways and their technical units are as follows.

Certificate in Residential Letting and Property Management

- Unit 3 Legal Aspects Relating to Residential Letting and Management
- Unit 4 Practice Relating to Residential Property Management
- Unit 5 Appraisal and Residential Property Letting Practice
- Unit 6 Applied Law Relating to Residential Letting and Management (Level 5)

Certificate in the Sale of Residential Property

- Unit 3 Legal Aspects Relating to Residential Estate Agency
- Unit 4 Practice Relating to Residential Estate Agency
- Unit 5 Market Appraisal, Value and Inspection Relating to Residential Estate Agency
- Unit 6 Building Design and Defects for Residential Estate Agency (Level 5)

Technical Award in
COMMERCIAL PROPERTY AGENCY

Unit 3

Law Relating to Commercial Property Agency

Produced for



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Contents

INTRODUCTION

LEARNING OBJECTIVES

SECTION 1

Basic Land Law

LEARNING OBJECTIVES

1.1 THE MEANING OF TENURE

1.2 THE TWO LEGAL ESTATES

Freehold

Leasehold

Commonhold

1.3 LEGAL AND EQUITABLE INTERESTS IN LAND

Easements

Restrictive Covenants

1.4 LEASES AND LICENCES

Leases

Key Elements of a Lease

Licences

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 2

Business Tenancy Legislation

LEARNING OBJECTIVES

2.1 TYPICAL LEASES

Non-repairing Leases

Internal Repairing Leases

Internal Repairing and Insuring Leases

Full Repairing and Insuring Leases

2.2 LEASE TERMS

Landlord's Covenants

Service Charges

Tenant's Covenants

2.3 ASSIGNMENT

Privity of Contract

2.4 RENT REVIEWS

The Review Process

Upward-only Review Clause

2.5 SECURITY OF TENURE

Continuation Tenancies
The Section 25 Notice
The Section 26 Notice
Interim Rent
Opting Out

2.6 FORFEITURE

Section 146 Notice

2.7 COMPENSATION AT THE END OF A TENANCY

Disturbance
Improvements

2.8 DILAPIDATIONS

Schedule of Dilapidations
Schedule of Condition
Dilapidations Protocol

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 3

Stamp Duty Land Tax

LEARNING OBJECTIVES

3.1 STAMP DUTY BEFORE 1 DECEMBER 2003

Stamp Duty on Property Sales
Stamp Duty on Leases
Stamp Duty on Premiums

3.2 STAMP DUTY LAND TAX

SDLT on Property Sales
SDLT on Leases
Payment

3.3 SDLT FOR TYPICAL LEASES

Initial Fixed Term
Further Fixed Terms
Periodic Tenancies after an Initial Fixed Term
Periodic Tenancies
Refunds
Options to Renew
Premium Leases

REVIEW EXERCISES

ANSWERS TO SELF CHECKS

SECTION 4

Taxation

LEARNING OBJECTIVES

4.1 INCOME AND CORPORATION TAX

Income Tax
Corporation Tax

4.2 CAPITAL GAINS TAX

Indexation Allowance (for Companies)
Exceptions

4.3 INHERITANCE TAX

Exemptions
Transfers on Death

4.4 VALUE ADDED TAX (VAT)

Taxable Supply
Classification of VAT Groups
VAT and Property Transactions
Option to Tax
VAT in Common Circumstances

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 5

Uniform Business Rate and Council Tax

LEARNING OBJECTIVES

5.1 UNIFORM BUSINESS RATE

Calculating UBR
Hereditaments
Rateable Occupation
Empty Property Rates
Reliefs
Exemptions
Rateable Value
Transitional Relief and Phasing
Appeals

5.2 COUNCIL TAX

Banding
Valuation
Liability
Empty and Unfurnished Property

REVIEW EXERCISES

ANSWERS TO SELF CHECKS

SECTION 6

Business Organisation

LEARNING OBJECTIVES

6.1 GENERAL LEGAL AND PRACTICAL REQUIREMENTS

Legal Requirements
Practical Matters

6.2 BUSINESS ORGANISATION

Sole Trader
Partnerships
Limited Liability Partnerships (LLPs)
Limited Companies

6.3 BUSINESS FAILURE

Receivers and Liquidators

6.4 DEALING WITH BUSINESSES

Sole Traders
Partnerships and LLPs
Companies
Receivers

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 7

Licensing Act 2003

LEARNING OBJECTIVES

7.1 THE ACT'S OBJECTIVES

Features of the Act

7.2 PREMISES LICENCES

Application Process
Who needs a Licence?

7.3 PERSONAL LICENCES

Application

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 8

Planning and Related Matters

LEARNING OBJECTIVES

8.1 PLANNING PERMISSION

What is Development?
Enforcement
Permitted Development
Building Regulations

8.2 CONSERVATION AREAS AND LISTED BUILDINGS

Restrictions

8.3 OCCUPANCY RESTRICTIONS

Types of Restrictions

8.4 USE CLASSES

Sui Generis
Permitted Changes

8.5 TREE PRESERVATION ORDERS (TPOS)

8.6 LOCALISM ACT 2011

8.7 DISABILITY DISCRIMINATION

Access to Buildings
Access to Services
Reasonable Adjustments

REVIEW EXERCISE

ANSWERS TO SELF CHECKS

SECTION 9

Others Parties in the Property or Business Transfer Process

LEARNING OBJECTIVES

9.1 CONVEYANCING

Transfer of Property Title
Role of Solicitors

9.2 MORTGAGES

Rights and Obligations of Lenders and Borrowers

9.3 ROLE OF SURVEYORS AND VALUERS

Inspections and Reports

9.4 ENERGY ASSESSORS

9.5 ACCOUNTANTS

REVIEW EXERCISES

ANSWERS TO SELF CHECKS

Suggested Answers to Review Exercises

Glossary

Reading List

List of Legislation

INTRODUCTION

This third unit deals with the law concerning the actual commercial property that agencies will be dealing with. It starts by considering some basic concepts of land law, looks at specific law relating to commercial tenancies in the Landlord and Tenant Act 1954 and considers various local and national taxation, including stamp duty land tax, VAT, capital gains tax, business rates and council tax.

The unit also considers other law, including business organisation into partnerships or companies etc, licensing for premises selling alcohol, and planning matters, including use classes. The unit finishes with a look at the property or business transfer process and the roles of other professionals in that process.



LEARNING OBJECTIVES

Having completed this unit you will know and understand

- basic land law including freehold, leasehold, commonhold, easements, covenants and the lease/licence distinction
- law relating to business tenancies, especially the Landlord and Tenant Act 1954
- stamp duty land tax including duty rates for capital and rental transactions
- national taxation, including VAT and capital gains tax
- local taxation, including business rates and council tax
- the organisation of agency practices and businesses into partnerships, limited liability partnerships and limited companies
- licensing applied to premises used for the sale of alcohol
- planning matters including use classes, listed buildings and conservation areas
- property or business transfer and the professional parties involved in the process

2.5 SECURITY OF TENURE

The main piece of legislation covering commercial/business tenancies is the **Landlord and Tenant Act 1954 Part 2**, as amended by the

- Law of Property Act 1969
- Landlord and Tenant (Covenants) Act 1995, and the
- Regulatory Reform (Business Tenancies) (England and Wales) Order 2003

The main part of this legislation is that covering security of tenure for business tenants.

The rights given by the Landlord and Tenant Act 1954 do not apply until the lease comes to an end. Until the lease finishes, the main 'law' governing the landlord and tenant relationship is common law, mainly the law of contract dealt with in Unit 1, because the lease is a contract between the landlord and the tenant.

Continuation Tenancies

The way the security of tenure provisions work is to allow the business tenant to carry on in possession of the business premises at the end of the contractual tenancy on exactly the same terms as the old tenancy.

This continuation tenancy (covered by **Section 24** of the Landlord and Tenant Act 1954) will last indefinitely until

- the landlord serves notice under **Section 25** of the 1954 Act to end the tenancy, or
- the tenant serves notice under **Section 26** of the 1954 Act requiring a new tenancy, or
- the tenant serves three months' notice at any time where they do not require a new tenancy

A business tenancy with the protection of the 1954 Act can only be brought to an end, other than by the service of a Section 25 or 26 notice, by

- forfeiture (see later) – this is where the landlord regains possession against the will of the tenant, usually because the tenant has breached the covenants in the lease
- surrender (the tenant and landlord must agree to this)
- notice to quit given by the tenant (this must comply with the lease terms and common law)
- in a fixed-term lease, by the tenant leaving on or before the last day of the tenancy
- in a periodic lease, by the tenant giving written notice in accordance with the terms of the lease

Apart from forfeiture or the service of the Section 25 or 26 notices, all the previous methods need action from the tenant to bring the tenancy to an end.

Where a Section 25 or Section 26 notice is used to end the tenancy, these notices are mutually exclusive. So, if the landlord serves a Section 25 notice, the tenant cannot serve a Section 26 notice. If the tenant serves a Section 26 notice first, the landlord will not then be able to serve a Section 25 notice.

Exceptions

The Landlord and Tenant Act 1954 applies to all business tenancies, but does not apply if the occupier is not a tenant, for example if they are a licensee. One way of avoiding the provisions of the 1954 Act is to allow the business occupier to occupy as a licensee rather than as a tenant.

Section 43 of the 1954 Act lists certain exceptions to the security offered, which are

- service tenancies (ie where someone occupies as part of their contract of employment)
- tenancies of agricultural holdings
- mining leases
- tenancies granted for a term of six months or less (unless the occupation has lasted more than 12 months)
- the tenancy has been contracted out (Section 38(A) of the 1954 Act – now replaced by the opting out provisions of the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 (see later in this section))



SELF CHECK QUESTION 6

- a) *A 10-year business lease ended three months ago but the tenant is still in occupation. How can either party now bring the lease to an end?*
- b) *A tenant was given a lease for six months. Either party could end the lease by giving one month's notice. The rent is paid monthly. The landlord has just served one month's notice after the tenant had occupied for eight months. The tenant is complaining because the landlord has not served a Section 25 notice. Advise the tenant.*

Compare your answers with those given at the end of this section.

The Section 25 Notice

This is the notice the landlord must serve on the tenant protected by the Landlord and Tenant Act 1954 if they want to bring the lease to an end. The landlord may want to end the lease because they

- want the tenant to leave the premises, or
- do not want the tenant to leave, but want to renegotiate the lease terms

The Section 25 notice must

- be in the prescribed form (ie specified by law)
- specify the date of termination and either
- state the terms of the new tenancy (ie the extent of the premises, rent proposed and other terms), or
- state that the landlord will oppose renewal and specify one or more of the grounds for opposing in Section 30(1) of the 1954 Act (see later)

The date of termination must not be

- earlier than six months, nor
- later than 12 months

after the service of the notice, and

- cannot be earlier than the date the existing tenancy would end normally by
 - the expiry of time, for a fixed-term tenancy, or
 - contractual notice to quit, for a periodic tenancy

In the past, a complex timescale of counter notices and applications to court followed the service of a Section 25 notice but the **Regulatory Reform (Business Tenancies) (England and Wales) Order 2003** simplified the process for renewals after 1 June 2004. The process is now as follows, assuming the tenant wants to remain in occupation.

Landlord Offers New Tenancy

If the landlord offers a new tenancy, the Section 25 notice will specify the terms being proposed by the landlord. These are subject to negotiation. Negotiation will take place within the 6-12 month negotiation period. If agreement is not reached, then

- either party can apply to court before the end of the negotiation period for the court to settle the terms and rent
- the landlord and tenant can agree an extension of time (and can continue to extend until agreement is reached or one or other party applies to court)

Where a new tenancy is agreed, the new terms of the tenancy will be as agreed between the landlord and the tenant. Where the terms are agreed by the court

- **Section 32** of the 1954 Act states that the property included in the new tenancy will normally be the premises contained in the old tenancy
- **Section 33** states that the maximum term the court can grant is 15 years (although the term will normally be the same as the old term, if less than 15 years)
- **Section 34** states the rent that is to be paid is the market rent for the premises determined under Section 32, for the term determined under Section 33, and for the other terms determined under Section 35
- **Section 35** states that the other terms will be as agreed by the parties or determined by the court. There is usually a presumption that the terms will be the same as the old lease. However, if one party wishes to argue for a change, they must show there is good reason for the change, that the change is reasonable and the other party will be adequately compensated for the change

Under Section 34, when the court is determining the new rent for the new lease, they will have to have taken into consideration certain **disregards**, ie the court must disregard

- any effect on rent due to occupation of the unit by the tenant
- any goodwill attaching to the unit because of the tenant's business
- the value of any improvements carried out by the tenant (unless these were under an obligation to the landlord, eg in exchange for a lower rent) that were done
 - during the tenancy to be renewed, or
 - completed less than 21 years before the application for a new tenancy
- for licensed premises, any addition to value because of the licence where this belongs to the tenant

Landlord Opposes Renewal

If the landlord opposes renewal of the tenancy, the Section 25 notice must specify one or more grounds for refusal under **Section 30(1)** of the Landlord and Tenant Act 1954.

The landlord can only rely on any grounds stated in the Section 25 notice when they argue their case in court. If a ground is misrepresented and the tenant leaves because of it, or the court gives the landlord possession but later finds there was misrepresentation, the court can order the landlord to pay compensation to the tenant.

The grounds for opposition in Section 30 of the 1954 Act are

- (a) the tenant has seriously failed to comply with repairing obligations
- (b) persistent delay by the tenant in paying the rent
- (c) substantial breaches of other obligations
- (d) the landlord has offered suitable alternative accommodation (this must allow the tenant to continue in business and preserve the tenant's goodwill in the business)
- (e) possession is required so the landlord can let or dispose of the property as a whole, and the tenancy forms only part, because the landlord can get a better return by letting the entire premises
- (f) the landlord intends to demolish or substantially reconstruct the premises
- (g) the landlord intends to occupy the premises for their own purposes (but must have been landlord for at least five years)

Grounds (a), (b) and (c) are **discretionary** grounds so the court does **not** have to give possession to the landlord, even though the ground for opposition has been proved by the landlord.

If the landlord opposed renewal, the tenant can

- accept the notice and leave on or before the date in the notice
- argue the matter in court to try to get a new tenancy

Where the landlord successfully opposes renewal, the court will normally order the tenant to vacate the premises three months after the date of the determination by the court.



SELF CHECK QUESTION 7

- 1 A tenant has received a Section 25 notice from their landlord, ending the tenancy in eight months' time. However, the end date in the tenancy agreement is in 15 months' time. Advise the tenant.

- 2 *A landlord has served a valid Section 25 notice on a tenant client. The notice does not oppose renewal and sets out the terms of the new tenancy as required. What does the tenant now have to do if they want a new tenancy?*
- 3 *A landlord has served a valid Section 25 notice and opposed renewal of the tenancy on the grounds that the tenant has been late in paying rent. The lease was for 10 years and the tenant's rent was late twice, nearly five years ago. Advise the tenant.*
- 4 *A landlord is thinking of serving Section 25 notices on two adjoining tenants who have leases coming to an end. The landlord wants to demolish both units and redevelop the combined site.*
- a) *What should the landlord include in the Section 25 notice?*
- b) *How can the landlord prove their intention to demolish and reconstruct?*

Compare your answers with those given at the end of this section.

Tenant Ends Fixed-term Lease

The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 also clarified the position with regard to the termination of a fixed-term lease by the tenant. The position is now that

- no notice is required if the tenant leaves by the contractual termination date, otherwise
- three months' notice is required, ending on any day, if the original contractual tenancy has continued under Section 24 of the Landlord and Tenant Act 1954

The Section 26 Notice

During the last 12 months of a fixed-term tenancy, the tenant may be very uncertain about the landlord's intentions and whether or not they will be able to remain in the property. If the landlord has not served a Section 25 notice, the tenant can bring matters to a head by serving a Section 26 notice if they wish to remain in the premises.

The Section 26 notice must

- be in the prescribed form
- state the date the new tenancy will start
- specify the terms of the new tenancy

As with the Section 25 notice, the date the new tenancy will start

- cannot be before the normal end of the existing tenancy, and
- must be between six and 12 months after the service of the Section 26 notice

Also, as with a Section 25 notice, the terms stated in the Section 26 notice must cover the extent of the property, the rent and all the other terms of the tenancy.

Landlords' Options

When the landlord receives the notice, they can either

- oppose the grant of a new tenancy
- agree to a new tenancy

If the landlord **opposes** renewal, a counter notice must be served within **two months** and the ground or grounds under Section 30 of the Landlord and Tenant Act 1954 that the landlord will rely on must be stated in the counter notice. If the landlord fails to serve a counter notice, they will lose the right to oppose the renewal of the tenancy. The landlord will oppose on the same grounds as for a Section 25 notice and the requirements for the court are the same.

If the landlord **agrees** to a renewal of the tenancy, they can enter into negotiations during the notice period and agree terms. If agreement cannot be reached, again they can agree an extension of time for negotiations with the tenant or can apply to the court to determine the terms of the tenancy.

Interim Rent

If a tenancy comes to an end and a continuation tenancy (under Section 24 of the Landlord and Tenant Act 1954) comes into existence, the old rent payable under the old tenancy will continue into the continuation tenancy.

The **Law of Property Act 1969** enabled landlords only to apply for an interim rent to apply during the continuation tenancy, as negotiations could continue well after the continuation tenancy had started. The rent could only apply from the date in the Section 25 or Section 26 notice, or later if the application for an interim rent was delayed.

The **Regulatory Reform (Business Tenancies) (England and Wales) Order 2003** has now changed the rules. Both the landlord and the tenant can now apply for an interim rent. The landlord will apply if rental values are higher than the old rent and the tenant will apply if rental values have fallen since the old rent was set.

The rent will now be payable from the **earliest** date that could have been specified in the Section 25 or Section 26 notice, irrespective of the date actually specified in the notice.

If the renewal tenancy is uncontested, the interim rent will be the same as for the renewal tenancy.

If the renewal is opposed, the existing guidelines will apply, ie

- the court will assume a year to year tenancy
- the state of repair and condition will be as they actually are
- the court takes account of the usual disregards under Section 34 of the Landlord and Tenant Act 1954 (see earlier)
- the level of rent is what would be reasonable for the tenant to pay

In determining the level of interim rent, the court will consider rental values at the start date of the interim rent but will also take account of the previous factors. This will often give a reduction in rental value in the order of 5-10%.



SELF CHECK QUESTION 8

A tenant has served a valid Section 26 notice. The terms proposed request the new tenancy to start in 12 months' time but the actual contractual termination date is in three months' time. The landlord will not oppose the renewal of the tenancy but wishes to negotiate on terms and has asked for an interim rent to be set.

- a) *From what date will the interim rent apply?*

b) *What level of rent is likely to be set?*

Compare your answers with those given at the end of this section.

Opting Out

The Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 has made it much simpler for the landlord and the tenant to opt out of the security of tenure provisions of the Landlord and Tenant Act 1954.

Whereas previously both parties would have needed to go to court and get approval to opt out, the 2003 Order allows each party to sign a simple agreement. This states that each, and especially the tenant, are aware that the security of tenure provisions do not apply to the lease they are taking.

The notice used has what is called a 'health warning' suggesting to the tenant that they take advice on the implications of agreeing to the security of tenure provisions of the 1954 Act being removed from the lease.



ANSWERS TO SELF CHECKS

QUESTION 6

- a) The landlord can serve a Section 25 notice or the tenant can serve a Section 26 notice to end the tenancy (if they want a new tenancy), or serve three months' notice (if they do not want a new tenancy).
- b) You would have to tell the tenant that the landlord is entitled to serve the one month's notice because a six-month tenancy that has continued for less than 12 months does **not** have the protection of the 1954 Act, so the Section 25 notice is inappropriate.

QUESTION 7

- 1 Section 25 requires between six and 12 months to be stated in the notice. The eight months given is adequate, but the tenancy cannot end until the end of the normal contractual period, and that still has 15 months to go. Therefore the notice would be invalid.
- 2 If the tenant wants a new tenancy, they should check the terms offered and enter into negotiations with the landlord if appropriate. If agreement on terms cannot be reached in the notice period, the tenant (or the landlord) can apply to the court before the end of the notice period for the court to determine the terms, or they can agree an extension of time for negotiation with the landlord.
- 3 Ground (b), persistent delay in paying rent, is a discretionary ground. It is unlikely that the court would accept this ground if it happened twice, nearly five years ago, in a 10-year lease.
- 4 a) The landlord should oppose renewal of the lease in the Section 25 notice, citing ground (f).
b) The landlord could apply for planning permission, have plans drawn up for the new development and make sure any required finance was in place to prove to the court their intention to carry out the work.

QUESTION 8

- a) The interim rent would start six months ahead, this being the earliest date that the new lease could have started in the Section 26 notice.
- b) The rent level will be the market rent at the time the interim rent starts, assuming a year to year tenancy and taking account of
 - the usual disregards under Section 34 of the Landlord and Tenant Act 1954
 - the condition of the premises, and
 - the rent it would be reasonable for the tenant to pay

Glossary

antecedent valuation date (AVD)

for **uniform business rate** purposes, a date that comes before the start date of the rating list, in order to produce more accurate valuations of property

assignment

the tenant's right to pass on, or sub-let, a lease to another party

authorised guarantee agreement (AGA)

a clause in a lease in which an outgoing tenant guarantees the performance of an assignee. The tenant can assign the lease to another party, but must remain liable for the **covenants** in the lease until the new tenant, in turn, assigns

capital gains tax

a tax on the 'chargeable gains' from the disposal of an asset, for example the sale of property

commonhold

a new estate in land which will enable unit holders to share the **freehold**

continuation tenancy

a type of tenancy that will last indefinitely, on the same terms, until either the landlord or tenant serves notice

conveyancing

the transfer of legal title of an interest in land, ie the process that includes pre-contract negotiations, through to exchange of contracts and completion

corporation tax

a tax on the earnings of companies

council tax

a tax on the occupation of residential property, set and collected by local authorities. The tax due is based on a banding system relating to property values on a set date

covenant

a promise or obligation, usually contained in a deed, made by one party to another (see also **positive covenant** and **restrictive covenant**)

designated premises supervisor (DPS)

the point of contact for the authorities at a premises selling alcohol. Such an individual must be specified in every **premises licence**

development

according to the Town and Country Planning Act 1990 (Section 55), the carrying out of building, engineering, mining or other operations in, on, over or under land, or the making of any material change of use in any buildings or other land

dilapidations

a technical term meaning disrepair or damage. A schedule of dilapidations, highlighting disrepair at a property, can be prepared during, or at the end of, a tenancy

easement

a right which someone may enjoy over another's property, eg a right of way or right of light, or drainage rights. They are often expressly created for particular purposes, such as having access to a neighbour's land in order to carry out repairs to your own property, but may be created after long usage. Easements are passed on when land is sold

effective full repairing and insuring (FRI) lease

a lease usually in a multi-let building (such as a shopping centre) where the landlord retains responsibility for organising all repairs and the insurance but claims the cost of such back through a service charge (see also **full repairing and insuring (FRI) lease**)

exclusive possession

a tenant's sole right to occupy a property, or part of it, which makes them a lawful tenant. Exclusive possession is one of the three key elements of a tenancy (along with rent and a time period) and was established by the court case of *Street v Mountford* in 1985

forfeiture

a common law principle allowing a landlord to either enforce **covenants** through the courts, gain damages or seek repossession, if a tenant breaches covenants in the lease

freehold

the highest legal estate that can be held in land, where the owner has permanent and absolute tenure and can dispose of the land as they wish. The owner enjoys almost absolute ownership, subject only to the rights of others, such as leaseholders' interests, rights of neighbours and statutory obligations, eg complying with Town and Country Planning Acts (see also **leasehold**)

full repairing and insuring (FRI) lease

a lease where the tenant is responsible for all repairs and the insurance premium (see also **effective full repairing and insuring (FRI) lease**)

head lease

the original lease, rather than any sub-lease, usually taken direct from a freeholder

hereditament

a basic unit of assessment which is the basis for **uniform business rate** valuation

indexation allowance

under **capital gains tax** for companies, an allowance that applies to all disposals of assets. It relates to the published retail price index between the month the asset was acquired and the month it was disposed of

Reading List

For those of you who want to study further any sections of this unit, the following reading and reference list is suggested. This is not an exhaustive list and you will find other books, articles and references on the same topics.

When looking through books, articles and references, and when searching on the web, take care to check the date the material was created. This is particularly important for legal references where the law may change from time to time, but also applies to other areas.

If you are working in commercial property agency, you should always be aware of changes that take place in law or practice as these will affect the way in which you do your job. If you or your company belong to one of the professional bodies, they will usually keep their members up-to-date with changes that will affect their working practices.

Dictionary of Property and Construction Law, Jack Rostron (ed), Spon, London 2002

Guidance for Lettings Professionals on Consumer Protection Law – Helping You Comply with Your Obligations, 13 June 2014 CMA 31

Landlord and Tenant Law, Margaret Wilkie, Peter Luxton, Jill Morgan and Godfrey Cole, Palgrave Macmillan 2006

Law of Estate Agency, John R Murdoch, *Estates Gazette*, London 2009

You may also find it useful to check the following publications regularly for relevant articles on letting and management

Estate Agency News

Estates Gazette

Negotiator Magazine (now part of Property Drum)

Property Week

Useful Websites

gov.uk/government/organisations/competition-and-markets-authority – Competition and Markets Authority

hmrc.gov.uk – HM Revenue and Customs (information on taxes and SDLT)

icba.uk.com – Institution of Commercial and Business Agents

legislation.gov.uk – legislation website (for Acts of Parliament)

naea.co.uk – National Association of Estate Agents

rics.org – Royal Institution of Chartered Surveyors



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