



CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma

Unit 10 – Landlord & Tenant Law

Question Paper

January 2026

Time allowed: 3 hours and 15 minutes (includes 15 minutes reading time)

Instructions and information

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to make notes on your scrap paper during the examination.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

Turn over

SECTION A

Answer at least one question from this section.

1. "The Act introduces a new right to a lease extension for leaseholders of both houses and flats, for a term of 990 years at a peppercorn ground rent on payment of the statutory price."

(Explanatory Notes to the Leasehold and Freehold Reform Act 2024)

Critically analyse the problems which this reform seeks to resolve.

(25 marks)

2. "If... residential accommodation is granted for a term at a rent with exclusive possession... the grant is a tenancy" (per Lord Templeman, *Street v Mountford* (1985)).

Critically analyse the extent to which this is an accurate description of the law.

(25 marks)

3. Critically evaluate whether the assured shorthold tenancy has unfairly altered the balance between landlord and tenant in relation to security of tenure in the private rented sector.

(25 marks)

4. Critically analyse the statutory duties which are owed by a landlord to:

- (a) lawful visitors to demised premises (under the Defective Premises Act 1972 and the Occupiers' Liability Act 1957);

(16 marks)

- (b) trespassers at demised premises (under the Occupiers Liability Act 1984).

(9 marks)

(Total: 25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Kempston Regeneration Ltd (KRL) owns a freehold site that has planning permission for the construction of two light industrial units ('Unit 1' and 'Unit 2').

In September 2024, KRL signed an agreement for lease with Sobrador plc ('Sobrador') in relation to Unit 1. Sobrador is an internationally-renowned manufacturer of precision-engineered microchips and similar equipment. The agreement for lease provided that if the building works in relation to Unit 1 were not completed by 1 August 2025, Sobrador would be able to cancel the agreement.

At that time, KRL anticipated that it would be able to complete the construction of Unit 1 (and also Unit 2) well within this timescale; however, the building works were seriously delayed. In order to meet the deadline in the agreement for lease with Sobrador, KRL decided to postpone further work on Unit 2 and to concentrate solely on completing Unit 1. This was duly achieved and the lease of Unit 1 was granted to Sobrador on 1 August 2025. After fitting out Unit 1, Sobrador began production on 1 September 2025.

Work on Unit 2 re-commenced in mid-September 2025. Unfortunately, the work was complicated by the discovery of a significant area of ground instability. This forced KRL to carry out substantial piling works to stabilise the ground, resulting in significant ground vibration. Those works were completed after ten weeks.

Last week, KRL received a letter from solicitors acting for Sobrador. In that letter, it is claimed that the ground vibration caused by the piling works substantially interfered with the sensitive manufacturing equipment used by Sobrador to the extent that, after trying unsuccessfully to adopt compensating measures during the first two weeks while the piling works were taking place, Sobrador was forced to suspend all production at Unit 1 and to put its entire workforce on paid leave for a period of eight weeks.

The letter goes on to state that Sobrador holds KRL liable for the financial losses which it suffered. The letter also states that Sobrador will be withholding eight weeks' rent from the next quarterly rent payment because 'it does not see why it should pay for premises that it could not use'.

Advise KRL.

(25 marks)

Turn over

Question 2

Anjum owns shop premises, which she has let to Bilal for a term of 15 years from 29 September 2020. The lease provides that the rent is payable 'quarterly in advance on the first day of March, June, September and December in each year of the Term'. The lease also contains a covenant by the Tenant 'not to assign ... the Property without first obtaining the Landlord's consent'.

The shop sells mobile phones and accessories. For the last couple of years Bilal's son, Chahel, has worked with him in the shop after leaving school at the age of 16. In February 2025, Bilal unfortunately suffered a heart attack and was forced to stop working. Chahel has carried on running the business.

On 2 September 2025, Bilal sent an email to Anjum in which he wrote: "I confirm that the September quarter's rent has been paid. As you know, I am currently unable to work, and am thinking that the time has come to let Chahel take over the shop (he's effectively now the Tenant anyway). Is that ok?"

Unfortunately, Anjum herself then fell ill for a period and completely forgot about Bilal's email.

The quarter's rent due on 1 December 2025 has not been paid. Anjum instructed her lawyers to write a letter to Bilal demanding payment of the arrears. Yesterday, Anjum received a reply from another firm of lawyers. Their letter states:

- they act for Chahel;
- Chahel is now the lawful Tenant of the shop (attached to the letter is a bundle of documents including (i) a sale agreement in relation to the stock, goodwill and assets of the business, and (ii) a transfer of the lease from Bilal to Chahel, and (iii) official copies of the register showing that Chahel is the registered proprietor of the leasehold title);
- they have arranged for the arrears to be paid by electronic transfer from their client account to Anjum's bank account.

Anjum has now consulted you in relation the present situation. In the course of your meeting with her, she confirms that the arrears of rent were credited to her account this morning.

Advise Anjum.

(25 marks)

Question 3

In late 1986, Mark and Noreen (who had recently married) moved into their first home together. The tenancy, which was in Mark's sole name, was for an initial term of one year. This was a second marriage for Noreen. Noreen had a 10-year-old son (Oswald) from her first marriage, who lived with them at the property and was subsequently adopted by Mark. In 1998, Oswald left the property to set up home on his own.

After the expiry of the initial year of the tenancy, Mark and Noreen remained in occupation of the property. They continued to live in the property until 2016, when Mark died. After Mark's death, Noreen remained in the property but gradually began to exhibit signs of dementia. She was adamant about not leaving the property, so when (in 2023) it became clear that she was no longer capable of looking after herself, Oswald returned to the property to live there and look after her. The rent payments continued to be made from Noreen's bank account, funded by pension payments that she was entitled to receive following Mark's death.

At that time, Oswald was in a long-term relationship with his partner (Peter). Peter moved into the property with Oswald in 2023. Noreen, Oswald and Peter lived together in the property until November 2025, when Noreen and Oswald were both killed in a road traffic accident.

Peter remains in the property but has recently received a letter from the landlord of the property stating that Peter has no right to remain and must move out within the next 14 days. Peter had no contact with the landlord prior to receiving this letter.

Advise Peter as to:

- what rights, if any, he has to occupy the property; and
- whether he must comply with the notice that he has received.

(25 marks)

Turn over

Question 4

Foodbankers UK (Foodbankers) is a registered not-for-profit charity which collects, and receives deliveries of, surplus food from supermarkets, restaurants, cafés etc. It then distributes this food for free within the local community to recipients who are nominated by the local authority.

Foodbankers operates from a warehouse at which all collections and deliveries are processed before distribution. The warehouse is owned by Ganymede plc (Ganymede). In the summer of 2025, Foodbankers entered into a written agreement for the grant of a five-year lease by Ganymede to Foodbankers for a term which was to commence on 25 September 2025. At the time of the agreement, Ganymede was hopeful that in the course of the next couple of years it might be able to obtain planning permission for demolition of the warehouse and residential development of the site. Consequently, Ganymede insisted that the proposed lease should contain a break clause under which Ganymede could recover possession of the warehouse at any time on giving not less than one month's written notice to Foodbankers. Ganymede also agreed that, if it served such a notice, it would pay £10,000 to Foodbankers towards its relocation costs.

The lease was to be excluded from the security of tenure provisions of Part II of the Landlord and Tenant Act (LTA) 1954. Before entering into the agreement for lease, Ganymede duly served the required warning notice on Foodbankers and Foodbankers duly made a statutory declaration confirming that the warning notice had been served and that it was agreed that the lease should be excluded from protection under the LTA 1954. The draft lease also contained a statement referring to the notice and declaration, and recording the parties' agreement.

The engrossed lease was sent to Ganymede's head office for execution by two directors at a forthcoming board meeting. Unfortunately, the board meeting was cancelled at the last minute and the need to execute the lease was subsequently overlooked. Foodbankers nonetheless went into occupation and began paying rent.

Last month, Ganymede received planning permission for redevelopment of the warehouse site. On 5 January 2026, Ganymede's lawyers served a notice on Foodbankers "in accordance with the break clause in your lease", stating that Ganymede requires Foodbankers to vacate the warehouse on or before 1 March 2026.

Advise Foodbankers as to:

(a) the legal basis on which it currently occupies the property;

(18 marks)

(b) whether it must vacate the warehouse on the date specified by Ganymede in the notice.

(7 marks)

(Total: 25 marks)

End of the examination