



CHIEF EXAMINER REPORT

JANUARY 2026

LEVEL 6 UNIT 10 – LANDLORD & TENANT LAW

The purpose of the report is to provide candidates and training providers with guidance as to the key points candidates should have included in their answers to the January 2026 examinations.

The 'suggested points for responses' set out points that a good (merit/distinction) candidate would have made.

Candidates will have received credit, where applicable, for other points not addressed.

Chief Examiner Overview

Better performing candidates exhibited similar characteristics, in that they demonstrated good knowledge and understanding of the relevant law and used references to statutory provisions and case law appropriately to underpin their analysis/explanation.

Candidates who did less well did not have a sufficient legal foundation on which to base any sort of reasoned argument or (in terms of the Section B questions) to provide any sort of reasoned advice, and cited little or no relevant statute or case law.

Candidate Performance and Suggested Points for Responses

It is noted that the low numbers of candidates taking the Level 6 exams limits the scope for constructive feedback to be given and for firm conclusions to be reached. Therefore, feedback on candidate performance may be limited.

Section A

Question 1	25 marks
This question was attempted by a very small proportion of candidates, therefore data is limited.	
Suggested Points for Response:	
• A general outline of the existing regimes re lease extensions under LRA 1967 and LRHUDA 1993. • Discussion of the five broad reasons put forward by the Law Commission as justifying reform: - the inherent unfairness of leasehold tenure - inconsistency of the two regimes - complexity and uncertainty - cost of lease extension procedure - undesirable incentive structures • Discussion of how the reform set out in the question seeks to address that problem.	

Question 2	25 marks
All candidates answered this question. The majority of candidates were able to articulate the relevant legal principles, however, some candidates did not adequately analyse the accuracy of the cited description.	
Suggested Points for Response:	
• Discussion of concept of exclusive possession, with reference to cases such as <u>Street v Mountford</u> (1985), <u>MarCHANT v Charters</u> (1977), <u>Prudential Assurance v London Residuary Body</u> (1992), <u>Mexfield Housing Association v Berrisford</u> (2011). • Recognition that rent is not an essential characteristic for the creation of a landlord and tenant relationship, with reference to <u>Ashburn Anstalt v Arnold Limited</u> (1989) and LPA 1925, s 205(1)(xxvii). • The three main exceptions (per, eg <u>Facchini v Bryson</u> (1952)), examples of which can be found in <u>Cobb v Lane</u> (1952), <u>Booker v Palmer</u> (1942), <u>Norris v Checksfield</u> (1991) and <u>Errington v Errington and Woods</u> (1952), namely: - no intention to create legal relations - occupation arises from some other legal relationship (eg a service contract) - landlord has no power to grant a tenancy	

Question 3	25 marks
Almost two thirds of candidates answered this question. There was a mixed performance, with lack of analysis being an area of weakness for most candidates.	
Suggested Points for Response:	
• The principal features of an AST in the context of the question, ie: - landlord's ability to recover possession without having to establish a case/ground for possession (as otherwise required by RA 1977, s 98 and HA 1988, s 7). - requirements under HA 1988, s 21 for terminating a fixed term and a periodic AST. - ability to invoke the accelerated possession procedure in relation to ASTs. - maximum duration of any period of suspension - usually 14 days, but potentially 42 days if exceptional hardship is established. • Discussion of: (i) the statutory limitations on the ability of a landlord to invoke HA 1988, s 21 and to use the accelerated possession procedure (including crackdown on retaliatory evictions and checklist for renting), and (ii) extent to which that mitigates benefits of s 21 procedure for the landlord.	

Question 4	25 Marks
Candidates were generally more confident/accurate in relation to part (a) than they were in relation to part (b).	
Suggested Points for Response Question 4a:	16 marks
• The nature and extent of a landlord's duty of care in relation to defective premises, with specific reference to DPA 1972, s 4 (including when the duty arises and the occupational arrangements to which it applies). • The 'graduated' nature of the duty according to the category of visitor (eg children at one end of the spectrum and specialist visitors at the other). • The concept of 'relevant defect', with a subsequent discussion of the well-established common law principles in relation to repair (with reference to cases such as <u>Sternbaum v Dhesi</u> (2016), <u>Dodd v Raeburn Estates</u> (2016) and <u>Lafferty v Sherwood DC</u> (2016). • The inter-relationship between the landlord's statutory liability and any contractual liability of the tenant to repair.	
Suggested Points for Response Question 4b	9 marks
• The nature and extent of a landlord's duty in relation to trespassers, with specific reference to OLA 1984, s 1 (including when the duty arises). • The factors that may engage the duty (nature of premises, nature of defect, risk of injury, characteristics of trespasser, foreseeability, etc). • Discussion of eg <u>Wheat v E Lacon and Co Ltd</u> (1966), <u>Donoghue v Folkestone Properties Ltd</u> (2003), <u>Young v Kent CC</u> (2005), <u>Siddorn v Patel</u> (2007).	

Section B

Question 1	25 marks
This question was attempted by a very small proportion of candidates, therefore data is limited.	
Suggested Points for Response:	
• The principal features of the covenant for quiet enjoyment, illustrated by reference to relevant case law, eg <u>Markham v Paget</u> (1908), <u>Browne v Flower</u> (1911), <u>McCall v Abelesz</u> (1976) and <u>Sampson v Hodson-Pressinger</u> (1981), coupled with detailed application to the facts. • The principal features of the principle of non-derogation from grant, illustrated by reference to relevant case law, eg <u>Aldin v Latimer Clark, Muirhead & Co</u> (1894) and <u>Kelly v Battershell</u> (1949), coupled with detailed application to the facts.	

Question 2	25 marks
More than half of candidates answered this question with a mixed performance. Some responses failed to engage with the scenario and were disappointingly brief.	
Suggested Points for Response:	
• Discussion of common law principles and LTA 1927, s 19(1) in relation to qualified covenants against assignment. • Discussion of statutory requirements under LTA 1988, ss 1(3), 1(6) – with specific reference to whether a valid application has been made and, if so, the ‘reasonable time’ for dealing with it. • Discussion of waiver (with specific reference to the ‘automated’ payment of rent in the scenario). • Citation of relevant case law. • Reasoned conclusions re the above points.	

Question 3	25 marks
Some responses exhibited a vague familiarity with the applicable law and/or weak application of that law to the facts of the scenario.	
Suggested Points for Response:	
• Discussion of status of tenancy (originally contractual and then periodic) as protected under RA 1977. • Discussion of first succession by Noreen. • Discussion of potential for a second succession (but only by way of an assured tenancy and only by way (in the circumstances) of a ‘member of the family’. • Discussion that relevant ‘family’ is not Oswald/Peter, but Mark/Noreen/Peter, and seems no basis on which it can be argued that Peter was ever a member of Mark’s family. • Discussion of possible application of Protection from Eviction Act 1977 (on the basis that Peter occupied under a licence from a lawful occupier (Noreen (if competent) or Oswald), but should conclude that (per PEA 1977, s 1) Peter does not occupy “under a contract [with the landlord] or by virtue of any enactment or rule of law”.	

Question 4	25 Marks
More than half of candidates answered this question with a mixed performance. Better answers showed reasonable comprehension of the law but were less confident in the application of the law to the given facts.	
Suggested Points for Response Question 4a:	18 marks
• Discussion of formalities for creation of a legal or equitable lease and the consequences of the lease not being formally executed nor signed (with reference to (i) Law of Property (Miscellaneous Provisions) Act 1989, ss 1 and 2, and (ii) <u>Walsh v Lonsdale</u> (1882)). • Discussion re likely periodic tenancy. • Discussion of consequences in terms of exclusion from LTA 1954.	
Suggested Points for Response Question 4b	7 marks
• Discussion of LTA 1954 requirements re a section 25 notice, grounds of opposition, etc. • Discussion of contractual requirement re break notice (notice to quit). • A reasoned argument that there is a periodic tenancy which is protected by LTA 1954, and therefore (on the facts) the contractual notice to quit is necessarily ineffective.	