



CHIEF EXAMINER REPORT

JUNE 2025

LEVEL 6 UNIT 10 – LANDLORD AND 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 June 2025 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

Higher-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: (a) did not have a sufficient legal foundation on which to base a reasoned argument or (in terms of the Section B questions) to provide reasoned advice, and (b) cited little or no relevant statute or case law.

Several candidates gave answers for 25-mark questions of about 300 words which is not long enough.

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
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion of common law rules in relation to repair with reference to eg <u>Lurcott v Wakeley & Wheeler</u> (1911), <u>Post Office v Aquarius Properties Ltd</u> (1987), <u>Quick v Taff Ely Borough Council</u> and <u>McDougall v Easington District Council</u> (1989), <u>Proudfoot v Hart</u> (1890), <u>Liverpool City Council v Irwin</u> and <u>Barrett v Lounova</u> (1982). • Discussion of Landlord and Tenant Act 1985, ss 9 and 11 and the tenancies to which those sections apply. • Discussion of 'grey areas'/scope for uncertainty: <ul style="list-style-type: none"> ▪ inherent defects (eg damp or noise) ▪ renewal ▪ 'performance gaps' where respective obligations as between landlord and tenant don't cover the entirety of the building • implication of obligation to accommodate specific circumstances. 	

Question 2	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion re current law of forfeiture, including: <ul style="list-style-type: none"> ▪ need for express reservation (<u>Duppa v Mayo</u> (1669)); ▪ procedure for exercising right (with reference to provisions of LPA 1925, s 146); ▪ common law rules re waiver (with reference to, eg, <u>Central Estates (Belgravia) Ltd v Woolgar (No.2)</u> (1972)); ▪ statutory/common law rules re relief from forfeiture. • Discussion of the case for reform: <ul style="list-style-type: none"> ▪ implied reservation in all cases if not expressly included (<u>Doe. d Abdy v Stevens</u> (1832)) ▪ adoption of single procedure for exercising right, based on notice ▪ repeal of CLPA 1852, s 210 ▪ discussion of remediable/irremediable breach (<u>Saava and Another v Hussain</u> (1996) and <u>Scala House and District Property Company v Forbes</u> (1974)) ▪ problems presented by waiver (<u>Central Estates (Belgravia) Ltd v Woolgar (No.2)</u> (1972)) ▪ clarification as to when and how relief is available 	

Question 3	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Re possession, discussion of: <ul style="list-style-type: none"> • discretionary and the mandatory cases for possession • requirement for reasonableness in relation to the former • ability of the court to stay or suspend possession in discretionary cases • limited power of the court to refuse to make a possession order once a mandatory case has been made out by the landlord, or to suspend a possession order • individual cases for possession (both discretionary and mandatory) • Re possession, discussion of: <ul style="list-style-type: none"> • when the right arises • who can succeed • what form of tenancy they are entitled to. • Re rent protection: <ul style="list-style-type: none"> • meaning of 'fair rent' • who can apply for it and circumstances in which it can be reviewed • consequences once it has been set • All of the above to refer to relevant statutory provisions. 	

Question 4(a)	17 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • General overview as to when security of tenure applies: (a) a tenancy (b) which is not an excluded tenancy (c) under which a tenant occupies premises for the purpose of a business (d) carried on by them. • Discussion of tenancies to which security of tenure does not apply. • Discussion of 'occupation', with reference to authorities such as <u>Morrison Holdings Ltd v Manders Property Ltd</u> (1976), <u>Teasdale v Walker</u> (1958) and <u>Groveside Properties Ltd v Westminster Medical School</u> (1983). • Discussion of 'for the purposes of a business', with reference to authorities such as <u>Hillil Property and Investment Co Ltd v Naraine Pharmacy Ltd</u> (1979) and <u>Groveside</u>. • Better-performing candidates will note that business use in contravention of the lease does not qualify for protection. • Discussion of 'carried on by [the tenant]', with reference to situations where the business is carried on by: (a) a manager, or (b) a company in which the tenant has a controlling interest, or (c) an individual who has a controlling interest in the tenant company, or (d) a member of a group of companies, which is part of the same group as the tenant, or the business is a partnership business and the tenancy is held by the partnership. 	

Question 4(b)	8 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion of steps required by RRO 2003 for successfully contracting-out: (a) landlord's warning notice, (b) tenant's simple/statutory declaration, (c) endorsement of agreement on the lease. • Discussion of some of the difficulties posed by this procedure, eg authority of the declarant, timing of execution, capacity of the person taking the swear, etc. 	

Section B

Question 1	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion of statutory criteria in LTA 1987, ss 1, 3 and 4. • Discussion of requirements in LTA 1987, ss 5 and 6 re service of an offer notice and acceptance notice, including the number of tenants who need to be served with an offer notice. • Discussion re subsequent steps (nominee purchaser, the landlord's right not to proceed with the disposal (and its consequences) and exchange of contracts) • Discussion re the fact that there appear to be two separate buildings, and whether two separate s 5 notices will be required (by reference to LTA 1987, ss 1 and 5(5)), and the issue which then arises as to whether a "requisite majority" exists to serve an acceptance notice in relation to each block. • Discussion of possible solutions to this problem in terms of: (i) persuading another tenant in Beech House to participate (so that even if there are 2 "premises" there is a requisite majority in each (5 ex 8), or (ii) advocating that only a single s 5 notice which treats the entirety of Arbor Court as one "premises" needs to be served (in which case the requisite majority is 9 ex 16). 	

Question 2a	13 marks
Data too limited for valid feedback.	
Suggested Points for Response	
<ul style="list-style-type: none"> • Discussion re periodic tenancy under which Hanif and Imrie were occupying the property (with reference to Housing Act 1988, s 5). • Discussion of circumstances in which a periodic tenancy can be terminated, with application to the notice to quit served by Hanif's solicitors. Candidates should conclude that service by one joint tenant is effective so as to terminate the tenancy (<u>Sims v Dacorum Borough Council</u> (2014)). • Credit discussion regarding effect of expiry of notice to quit served by Hanif. • Explanation that both Imrie and Hanif are jointly and severally liable for the arrears of rent up to the date of termination of the tenancy. • Discussion re Imrie's liability for damages/mesne profits in respect of her continued occupation from the termination date onwards. 	

Question 2b	12 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion of Protection from Eviction Act 1977 and its application to Imrie even though the tenancy has ended. • Detailed discussion of specific offences re eviction and/or harassment, with reference to relevant provisions of PEA 1977. • Discuss of liability to pay damages for the tort of unlawful eviction under HA 1988, ss 27 and 28. 	

Question 3	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion re essential characteristics of a lease, noting that payment of rent is not one of them (as no rent yet appears to have been paid) (see <u>Ashburn Anstalt v Arnold</u> (1989)) but also that 'rent' does not have to take the form of money. • Discussion re concept of exclusive possession, with reference to <u>Street v Mountford</u> (1985), <u>Marchant v Charters</u> (1977), <u>Lace v Chantler</u> (1947) and <u>Prudential Assurance Co Ltd v London Residuary Body</u> (1991). • Discussion re parol leases being outside requirements of LPA 1925, ss 52 and 54. • Discussion re whether the relationship between Jack and Kyle means that this is a situation where the presence of the essential characteristics of a lease has nonetheless not resulted in the conclusion that a lease has been granted, with particular reference to family situations, lack of intention to create legal relations and service occupancy <u>Cobb v Lane</u> (1952), <u>Booker v Palmer</u> (1942), <u>Lace v Chantler</u> (1944) and <u>R v London Residual Body</u> (1993)). 	

Question 4	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
<ul style="list-style-type: none"> • Discussion re qualified covenants in general terms, with reference to LTA 1927, s19 (1) and principles enunciated in <u>International Drilling Fluids Ltd v Louisville Investments (Uxbridge) Ltd</u> (1986). • Discussion re statutory duties imposed by LTA 1988, s 1, with particular reference to: (i) giving reasons for a refusal of consent or imposing conditions on the grant of consent; (ii) being able to justify those reasons, and (iii) dealing with applications for consent within a reasonable time; (iv) breach of statutory duty. Relevant case law to be cited. • Application of the above to the facts, focussing on: (a) delay in giving consent and the reasons for it, and (b) reasonableness of request for removal of the break right. They will reach reasoned conclusions on both aspects. • Discussion re consequences of an unreasonable refusal, including: (a) whether Moremore can assign without consent, and (b) Nigel cannot now invoke any other reasonable ground on which the application might have been refused (ie the seemingly weak covenant strength of RoRo). 	