



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

June 2025

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.
- A basic calculator is provided should you require the use of one.
- You are **not** allowed access to any statute books.
- 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. Critically assess whether the common law and statutory rules in relation to a landlord's repairing obligations provide sufficient certainty for tenants.
(25 marks)
2. Critically assess how the law as to forfeiture for breach of covenant or condition might usefully be reformed.
(25 marks)
3. Critically evaluate how the Rent Act 1977 regulates procedures for obtaining possession, succession and rent protection.
(25 marks)
4. Critically evaluate:
 - (a) the conditions that must be satisfied in order for a tenancy to enjoy security of tenure under the Landlord and Tenant Act 1954;
(17 marks)
 - (b) whether the reforms introduced by the Regulatory Reform (Business Tenancies) (England and Wales) Order 2003 have made it more difficult for landlords to exclude security of tenure.
(8 marks)

(Total: 25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Arbor Court is a residential development which consists of two separate blocks of flats built in the mid-1990s. Each block contains eight flats. The 16 flats were sold off to different tenants by way of long lease for a term of 125 years, subject to a modest ground rent and payment of a service charge. The blocks of flats are now known as 'Beech House' and 'Cedar House' respectively.

Arbor Court is owned and managed by Deadwood Properties Limited (DPL). DPL is the freeholder and reversionary landlord in relation to all the flat leases. For many years the tenants at Arbor Court have been unhappy with DPL's refusal to spend money on maintaining the exterior and internal common parts of the blocks of flats, despite the very substantial amounts the tenants have had to pay to DPL by way of service charge.

Electra owns one of the flats in Cedar House. She has received a letter from DPL informing her that DPL is planning to sell the freehold reversion to Arbor Court on the open market to FirTree Management Limited (FML) and that following the sale she will need to pay her ground rent and service charge to FML.

Electra has consulted you in relation to the proposed sale. She believes that it would be beneficial for all the tenants if they could buy the freehold reversion to Arbor Court from DPL because:

- they would be able to get their hands on the very large service charge fund currently being held by DPL and use it to pay for the essential repairs and decoration needed at Arbor Court;
- they would be able to establish a proper programme of repair and maintenance for the future and would be able to set future service charge contributions at a sensible level.

Electra tells you that eight of the other tenants are also interested in buying Arbor Court. Four of them live in Beech House and four of them live in Cedar House.

Advise Electra whether she and the eight other tenants can buy Arbor Court from DPL using the provisions of Part 1 of the Landlord and Tenant Act 1987 and, if so, what steps they need to take.

(25 marks)

Turn over

Question 2

Gregor owns a flat that he lets to residential tenants.

In 2023, Gregor let the flat to Hanif and Imrie for an initial period of six months. The rent was £750 per month, payable monthly in advance. The tenancy agreement provided that Hanif and Imrie could terminate the tenancy by giving one month's notice in writing to Gregor.

Gregor was happy to allow the tenancy to continue after the original fixed term expired. However, no rent at all has been paid since March 2025.

In April 2025, Gregor went round to the flat to talk to Hanif and Imrie about the situation. Imrie told him that Hanif had moved out after a row at Christmas. Imrie went on to say that although she had initially been able to pay the rent out of her sole income, she had then been made redundant in February 2025 and so could no longer afford to pay. This explained why the rent was in arrears. She told Gregor that she did not have the money to pay him and that Gregor should get Hanif to pay the amount that was owed. When Gregor told Imrie that she would have to move out unless the rent was paid in the next 14 days, Imrie slammed the door in his face.

A couple of days after speaking to Imrie, and before Gregor could make contact with Hanif, he received a letter from solicitors acting on Hanif's behalf. In that letter, the solicitors stated that Hanif was not liable for rent for the period after he left the flat because he had agreed with Imrie that she would take over responsibility for paying it. The letter also enclosed a written notice to quit signed by Hanif. The letter went on to say that Hanif considered that as a result of that notice the tenancy was at an end and so he had no further liability to Gregor.

Gregor is fed up with the whole situation. He has booked a locksmith and removal van to be at the flat tomorrow so that he can remove Imrie's belongings and take back possession of the flat. He has also contacted the company that provides electricity to the flat and has told them to turn off the supply to the flat at noon tomorrow.

Advise Gregor as to:

- (a) the nature of the tenancy enjoyed by Hanif and Imrie and the consequences of the letter he has received from Hanif's solicitors;

(13 marks)

- (b) whether he should proceed with the steps that he proposes to take tomorrow.

(12 marks)

(Total: 25 marks)

Question 3

Jack is the freehold owner of a dairy farm. In March 2024, his son, Kyle, said that he and his partner, Levi, would like to see if they could establish a business making ice cream, yoghurt and smoothies in one of the disused outbuildings on the farm: they hoped to sell their produce over the coming summer to local shops and at local markets, fairs, etc.

Jack agreed to this proposal. Over the following few weeks, Kyle and Levi paid for the outbuilding to be renovated so as to bring it up to the relevant food hygiene standards and they also hired the equipment needed to make their products. Conscious of how much they were spending, Kyle and Levi asked Jack how long they could have the outbuilding, to which Jack replied "Let's not get ahead of ourselves just yet. We'll see how the next few months go and if everything turns out as we hope then we can all sit down and put something on paper." Kyle and Levi agreed.

In order to protect the secrecy of some of their recipes, as well as to comply with the requirements of the local food standards authority, Kyle and Levi fitted the outbuilding with new locks, to which they had the only keys. Kyle and Levi locked the outbuilding every night.

The business was a great success. In December 2024, Kyle and Levi again asked Jack about their future use of the outbuilding, as they were keen to build up their stock of products for the forthcoming summer. Jack replied: "We'll take it from year to year if you pay me 5% of your profits for the use of the outbuilding. We can settle up on 1 October each year once you know how much you've made each season." Kyle and Levi agreed and spent the following months making considerable quantities of their products.

Unfortunately, Kyle and Levi's relationship ended last month. Kyle has gone travelling around the world to get over his distress at their breakup but Levi wishes to carry on with the business. Jack is opposed to this and has told Levi that he "has no right" to continue to use the outbuilding.

Advise Levi in respect of his use of the outbuilding.

NOTE TO CANDIDATES: Do not discuss the Landlord and Tenant Act 1954 in your answer.

(25 marks)

Turn over

Question 4

Moremore Limited ('Moremore') supplies ready meals to a number of UK-based airlines. It has a production facility at one of the two units comprising a small industrial estate owned by Nigel.

Moremore occupies its unit (Unit 1) under a lease which is for a term of 25 years from 1 December 2023. The lease contains:

- a tenant's covenant not to assign without the landlord's consent;
- a tenant's right to break the lease on 1 December 2028.

Nigel bought the industrial estate (subject to the lease to Moremore) in early 2024. Shortly afterwards, Nigel let the other unit on the estate (Unit 2) to Openwaste Recycling Limited ('ORL') for a term of 10 years from 1 July 2024.

ORL has proved to be a far from good neighbour. Within a few weeks of ORL going into occupation, Nigel began to receive complaints from Moremore about ORL's activities, which included leaving rotting food waste outside ORL's unit, thereby attracting rats and other vermin on to the estate. Nigel failed to take any real steps to deal with Moremore's complaints, other than to say that he would keep the situation under review.

In early 2025, Moremore lost patience with Nigel's inactivity and decided to relocate its production operations. It found a potential assignee for Unit 1. The proposed assignee, RoRo Limited ('RoRo'), is an online retailer and distributor that wants to use Unit 1 as a distribution warehouse. RoRo is a recently established company which has yet to make a profit from its trading activities.

In February, Moremore asked Nigel for consent to the assignment. Nigel did not reply until last week: his explanation for the delay was that he had been hospitalised for several weeks and had not been able to deal with any work matters, including Moremore's application for consent. In his reply, Nigel said that he would consent to the assignment if Moremore would agree to vary its existing lease beforehand so as to remove the break right. Nigel stated that he required this variation for 'the purposes of good estate management'. RoRo will not accept that variation and is telling Moremore that, in the circumstances, it is possible to go ahead with the assignment even if Nigel's consent has not been obtained.

Advise Moremore as to whether it is within its legal rights to assign.

(25 marks)

End of the examination