



CHIEF EXAMINER REPORT

JUNE 2026 LEVEL 6 UNIT 10 – LANDLORD & TENANT
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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 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
Only 4 candidates sat the paper in this session.

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(a)	11 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Recognition that a lease is a contract which creates a proprietary interest, whereas a licence is solely a contract. • Discussion of common law requirements which must be satisfied for a contract to constitute a lease: (i) exclusive possession, (ii) fixed and ascertainable duration, and (iii) term at least one day shorter than duration of grantor's estate (with reference to, eg, <u>Lace v Chantler</u> (1944) and <u>Prudential Assurance v London Residuary Body</u> (1992)). • Detailed discussion of concept of exclusive possession, with reference to, eg, <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 essential for creation of landlord and tenant relationship, see eg <u>Ashburn Anstalt v Arnold</u> (1989).	

Question 1(b)	5 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion of various statutory protections available to tenants but not licensees, with specific reference to at least Rent Act 1977, Housing Act 1988, Landlord and Tenant Act 1954 and Protection from Eviction Act 1977. Candidates may also refer to Leasehold Reform Act 1967 or Leasehold Reform, Housing and Urban Development Act 1993. Credit citation of relevant case law, eg <u>Street v Mountford</u> (1985) and others.	

Question 1(c)	9 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion of three main exceptions (as illustrated by, 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 • Reference to 'grey areas' where authorities may appear inconsistent, eg <u>Family Housing Association v Jones</u> (1990), <u>Antoniades v Villers</u> (1989), <u>Stribling v Wickham</u> (1989), <u>Dresden Estates v Collinson</u> (1987).	

Question 2	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion that <u>Ravenseft Properties Ltd v Davstone (Holdings) Ltd (1980)</u> establishes that whether works amount to repair is a question of fact and degree, with relevant inquiry being whether the works in question would involve giving back a wholly different thing from that which was demised, with reference to relevant common law articulations, eg <u>McDougall v Easington DC (1989)</u> and three tests identified in it (reviewing older cases which may be cited): ▪ do the alterations go to the whole or substantially the whole of the structure or only to a subsidiary part ▪ is the effect of the alterations to produce a building of a wholly different character than that which has been let ▪ what is the cost of the works in relation to the previous value of the building, and what is their effect on the value and lifespan of the building • Recognition that it is therefore incorrect to say that an inherent defect can never engage the obligation to repair. • Discussion that this point was subsequently refined in <u>Quick v Taff Ely BC (1986) QB 809</u> (obligation to repair is not triggered without some damage to the subject matter of the covenant). It is at this point that the tests above become relevant. • Discussion that this was taken a stage further in <u>Post Office v Aquarius Properties Ltd (1986)</u>, (no 'damage' by reason of the mere presence of an inherent defect which has existed since the date of construction). If the obligation to repair is to be engaged, there must be damage to or deterioration in the condition of the building. It does not matter whether the original defect "resulted from error in design, or in workmanship, or from deliberate parsimony or any other cause". • Discussion that once damage has occurred which falls within the repairing obligation, the covenantee is obliged to carry out sufficient works to deal with the disrepair. If that requires eradication of the inherent defect, then so be it. • Recognition that in all cases the extent of the obligation to repair is to be approached in the light of the nature and age of the premises, their condition when the tenant went into occupation, and the other express terms of the tenancy.	

Question 3	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion of non-derogation from grant and relevant case law: eg <u>Browne v Flower (1911)</u>, <u>Southwark LBC v Mills (2001)</u>, <u>Platt v London Underground (2001)</u>. • Discussion of covenant for quiet enjoyment and relevant case law, eg <u>Kenny v Preen (1963)</u>, <u>Birmingham, Dudley & District Banking Co v Ross (1888)</u>, <u>Aldin v Latimer Clark, Muirhead & Co (1894)</u> and <u>Perera v Vandiyar (1953)</u>). Candidates will note that the covenant does not give the tenant an absolute right (see eg <u>Jones v Cleanthi (2006)</u>). • Discussion of landlord's common law obligation re fitness for human habitation at start of tenancy (eg <u>Smith v Marable (1843)</u>), but cf eg <u>Robbins v Jones (1863)</u> re subsequent unfitness. • Discussion of obligation to maintain the common parts of a building in order to give efficacy to the particular circumstances of a residential letting in a block of flats: see eg <u>Liverpool City Council v Irwin (1977)</u>. • Discussion of eg <u>Barrett v Lounova (1982)</u> (obligation to keep the exterior of the premises implied in order to give business efficacy to a lease where the tenant had covenanted to keep the interior in repair). Candidates will note that this approach has not been followed and has largely been confined to its facts (see, eg <u>Adami v Lincoln Grange Management Co Ltd (1997)</u>).	

Question 4(a)	14 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion of LPA 1925, ss 1 and 205. • Discussion of requirements of LPA 1925, s 52, coupled with LP(MP)A 1989, s 1 (signature, delivery as a deed, witnessed, stated to be a deed, etc). • Discussion of all elements of the exception in LPA 1925, s 54(2) (term not exceeding three years, lease taking effect in possession, best rent, no fine). • Discussion for requirement of registration at HM Land Registry where triggered by LRA 2002, ss 4 or 27.	

Question 4(b)	11 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Consequences of failing to register a registrable lease. • Discussion of creation of a contract for the grant of a lease which the parties do not attempt to complete by due execution of the formalities for the creation of a legal lease. • Discussion of failed attempt to complete by due execution of the formalities for the creation of a legal lease (with reference to <u>Walsh v Lonsdale</u> (1882)). • Discussion that in latter two situations there must be a binding contract if an equitable lease is to arise, with reference to requirements of LP(MP)A 1989, s 2(1).	

Section B

Question 1(a)	11 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Discussion of statutory protections provided by Landlord and Tenant Act 1954 (LTA 1954), Part II to a tenant who occupies premises for the purposes of a business and which is not contracted-out (per LTA 1954, s 23), including: ▪ right to remain in occupation after original contractual term has expired or has been determined; ▪ right of occupation can only be terminated in accordance with LTA 1954, ss 25 to 27; and ▪ tenant can request a renewal tenancy following termination (with limited grounds on which landlord can object: see LTA 1954, s 30(1)). • Application to Benjamin, including discussion of: ▪ 'transition' of initially excluded tenancy to a potentially protected periodic tenancy ▪ whether Benjamin occupies studio for the purposes of a business, in light of: (a) even if not particularly successful in his chosen career, he is still pursuing a 'trade, profession or employment' (see LTA 1954, s 23(2) which does not depend on profitability: see eg <u>Abernethie v A M Kleiman</u> (1970)), (b) it is irrelevant that he currently makes a living from a separate (albeit related) activity, and (c) he has latterly been sleeping at the studio, but this does not seem sufficiently substantial to alter the predominant purpose of his occupation (see, eg <u>Cheryl Investments Ltd v Saldanha</u> (1978)). • As regards Clarisse, the existence of the right to extend the term for a further 6 months (regardless of whether or not she actually chose to exercise it) means that the tenancy fell within the scope of LTA 1954 from the outset (see LTA 1954, s 43(3)(a)), even though the initial term was only six months. The fact that the amount of rent is variable is immaterial.	

Question 1(b)	7 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Candidates will probably conclude both tenancies are protected under LTA 1954. Consequently, they can only be terminated by serving notice under LTA 1954, s 25 in accordance with the provisions of the Act. • Each s 25 notice must specify termination date (not earlier than date on which tenancy would otherwise have come to an end or could have been lawfully terminated by landlord). Candidates will discuss different rules re a periodic tenancy (Benjamin) and a fixed-term tenancy (Clarisse). Notice must be served not less than 6, nor more than 12, months before termination date specified in it. Re Benjamin, the s 25 notice can also serve as a common law notice to quit which will bring his contractual periodic tenancy to an end. • Each notice must specify whether or not Amal will oppose the grant of a renewal tenancy and must identify the ground on which any opposition will be based.	

Question 1(c)	7 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Amal can only gain vacant possession of studio and café if he establishes a ground of opposition under LTA 1954, s 30(1). On the facts, ground (f) would appear to be available in relation to both tenants. • Ground (f) applies where the landlord intends to carry out demolition, reconstruction or substantial construction and cannot do so without regaining possession of the holding. This is a mandatory ground for refusing a renewal tenancy. The proposed conversion works would appear to qualify. • Although it does not appear that Amal intends to carry out the works, the necessary intention only needs to be demonstrated at trial and not before: <u>Betty's Cafés v Phillips Furnishing Stores Ltd</u> (1958). Consequently, it does not matter if the works are actually carried out by the supermarket operator (provided that it is the competent landlord by the date of the hearing, see eg <u>Marks v British Waterways Board</u> (1963)). Amal could therefore sell the property to the operator subject to the leases, and any proceedings instituted by him before that sale could be transferred. Otherwise, if time permits, the property can be sold to the operator and it can then serve the s 25 notices. • Ground (b) within LTA 1954, s 30(1) also appears to be available re Clarisse. Her claim that she has made no profit in recent months (so as to justify her non-payment of rent), is misguided: her obligation to pay rent is based on turnover, not profit. She has wrongly refused to pay rent, so Amal could oppose a renewal tenancy on ground (b) (persistent delay in paying rent). However, this is a discretionary ground, so there is no certainty that Amal would succeed. • Ground (c) within LTA 1954, s 30(1) also appears to be available re Benjamin, in that Benjamin's use of the studio for residential purposes may constitute a 'substantial breach by him of his obligations under the current tenancy'. However, this is a discretionary ground, so there is no certainty that Amal would succeed.	

Question 2	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Sam - Discussion of forfeiture, including references to: ▪ need for express reservation of right of re-entry (<u>Duppa v Mayo</u> (1669)); ▪ LPA 1925, s 146 and when a notice is required (including reference to eg <u>Savva and Another v Houssein</u> (1996)); ▪ requirements for valid s 146 notice, including discussion of remediable and irreparable breaches, reasonable time, etc (along with reference to eg <u>Scala House and District Property Company v Forbes</u> (1974), <u>Akici v Butlin Ltd</u> (2005) and <u>Bhajwanui v Kingsley Investment Trust</u> (1992). • Tessa - Discussion of: ▪ forfeiture, including reference to: (i) waiver of formal demand, (ii) no requirement for s 146 notice, and (iii) Common Law Procedure Act 1852, s 210; ▪ possible grant of relief, including reference to CCA 1984, ss 138(2) and 138(9A) and (b) re other breaches to court's discretion and ability to impose conditions. • Ursula - Discussion of: ▪ forfeiture (by reference to earlier discussion re Sam if the former is sufficient); ▪ waiver, including reference to: (a) basic principle, (b) once-and-for-all breach and likely outcome (cases referred to may include <u>Metropolitan Properties v Cordery</u> (1979) and <u>Central Estates (Belgravia) Ltd v Woolgar (No.2)</u> (1972).	

Question 3	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Michael – Discussion of: ▪ the nature of the right under the Leasehold Reform Act 1967 and the qualifying criteria; ▪ the enfranchisement procedure under the 1967 Act in relation to (a) service of the tenant's notice and (b) service of the landlord's notice of opposition; ▪ the consequence of serving a tenant's notice and when the landlord can serve notice of opposition; ▪ the ground on which the landlord can refuse the claim. • Nigel – Discussion of: ▪ the nature of the collective right under the Leasehold Reform, Housing and Urban Development Act 1993 and the qualifying criteria; ▪ the enfranchisement procedure under the 1993 Act by reference to: (a) the nominee purchaser, (b) service of the notice of claim and (c) service of the landlord's counter-notice; ▪ the consequences of serving a notice of claim and how the landlord can respond; ▪ the ground on which the landlord can refuse the claim.	

Question 4	25 marks
Data too limited for valid feedback.	
Suggested Points for Response:	
• Imogen is the lawful tenant of the premises by virtue of the assured shorthold tenancy (AST) which has been granted to her under the Housing Act 1988 (HA 1988) (originally a fixed term but now continuing as a periodic tenancy under the Act). As such, she enjoys the right to exclusive occupation of the premises. The right to exclusive possession entitles Imogen to exclude the entire world, including Helen, from the premises for the duration of the lease (save to the extent that Helen has reserved a right to enter). The tenancy agreement would therefore need to be reviewed to establish whether Helen has reserved a right of entry in order to carry out repairs. • If Helen has not reserved a right of entry, Imogen is perfectly entitled to refuse to allow Helen to enter the premises for that purpose. However, changing the locks means Helen is completely excluded from the premises for all purposes: it would be necessary to check the terms of the tenancy agreement to make sure that there is not some other right of entry which has been reserved (eg to inspect the state of repair and condition of the premises) which Helen would be entitled to exercise and which is currently being prevented. • If Helen has reserved such a right, Imogen's refusal to allow Helen to enter for any purpose may have resulted in a breach of the tenancy agreement. Helen would be entitled to an order for specific performance requiring Imogen to let Helen into the premises, or she might even opt to forfeit the tenancy and bring proceedings to recover possession. • However, these options would be both costly and time-consuming, which perhaps explains the attempt to terminate the tenancy by giving one month's notice. However, an AST cannot be terminated by such a notice: HA 1988, s 21 requires that at least two months' notice must be given and possession proceedings must then be commenced. Helen would also need to demonstrate that she had satisfied the necessary conditions for serving a s 21 notice (eg provision of prescribed information, provision of prescribed certificates, protection of deposit, etc). Credit discussion of effect of Renters' Rights Act if relevant provisions have been brought into force by the date of the exam in terms of both (a) no longer permissible to use s 21 procedure, and (b) alternative grounds of possession that may be available under the Act. • As Imogen is occupying the premises as her "residence" she is a "residential occupier" for the purposes of the Protection from Eviction Act 1977 (PEA 1977). If Helen were to change the locks and evict Imogen, she risks incurring both criminal and civil liability under PEA 1977 and a number of related provisions. A landlord's right of peaceable re-entry for breach of covenant or condition has been abolished by PEA 1977, s 2 if "any person is lawfully residing in the premises". • Under PEA 1977, s 3 a landlord may only recover possession of "premises which have been let as a dwelling" from the occupier of them after first obtaining a court order. If Helen were to evict Imogen as planned, she would appear to be guilty of a criminal offence under PEA 1977, s 1(2). Changing the locks and excluding the tenant clearly has "the character of an eviction", per <u>R v Yuthiwattan</u> (1984). If convicted, Helen could face a fine, or a term of up to 2 years' imprisonment, or both. • Even if Helen does not in fact evict Imogen, her statement seems designed to intimidate her into leaving (whether or not she actually leaves). Under PEA 1977, s 1(3A), the landlord of a residential occupier commits a 'harassment' offence if they do acts likely to interfere with the peace or comfort of the residential occupier or members of their household and the landlord knows, or has reasonable cause to believe, that that conduct is likely to cause the residential occupier to give up the occupation of the whole or part of the premises or to refrain from exercising any right (which in this case would be Imogen's right to refuse Helen entry to the premises to carry out repairs) or pursuing any remedy in respect of the whole or part of the premises. The penalties for this offence again include a fine, or a term of up to 2 years' imprisonment, or both. • If Imogen were to give up occupation on account of harassment, she would be able to bring a claim for damages for the tort of unlawful eviction, set out in HA 1988, ss 27 and 28. Damages are awarded on the basis of the difference between the value of the landlord's interest if the tenant had remained in occupation and the value of the landlord's interest as a result of the	

tenant having vacated the property. Damages under these sections can prove substantial and may be punitive in nature.