



**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 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.

SECTION A

Answer at least one question from this section.

1. Critically evaluate:

(a) what distinguishes a lease from a licence;

(11 marks)

(b) the principal consequences of that distinction;

(5 marks)

(c) the factors that may justify the conclusion that only a licence has been granted, notwithstanding that the document appears to possess the characteristics of a lease.

(9 marks)

(Total: 25 marks)

2. "Until the landmark decision of Forbes J in *Ravenseft Properties Ltd v Davstone (Holdings) Ltd* (1980) it had been widely thought that a repairing covenant did not require the covenantor to make good what was described as an 'inherent defect' in the subject-matter of the covenant."

With reference to that statement, critically evaluate how the common law, in relation to a covenant to repair, has subsequently evolved.

(25 marks)

3. Critically analyse the implied obligations that are owed by a landlord to a tenant.

(25 marks)

4. Critically evaluate:

(a) the formal requirements for creating a legal leasehold estate;

(14 marks)

(b) the circumstances in which an equitable leasehold estate may come into existence.

(11 marks)

(Total: 25 marks)

SECTION B

Answer at least one question from this section.

Question 1

Amal owns a high-street building consisting of two separate commercial units: one unit is on the ground floor and the other unit is on the first floor.

The first-floor unit is let to Benjamin, an aspiring artist, for use as an artist's studio. Twelve months ago, Benjamin took the premises on terms that the letting would be for an initial period of three months and thereafter from month to month until notice of termination was served by either him or Amal. Benjamin has not yet sold any of his paintings but he makes a living by drawing caricatures for tourists at a nearby theme park. Unbeknown to Amal, Benjamin has also been living at the studio for the last two months after he split up with his girlfriend.

The ground-floor unit is let to Clarisse. She runs a coffee shop from the premises. In July 2025, when Clarisse first approached Amal about taking the premises, she was unsure whether the business would be a success. She also had very little money. Amal therefore agreed that:

- (a) he would let Clarisse have the premises for a trial period of six months beginning on 1 August 2025, with the opportunity for Clarisse to extend the lease for a further six months if things went well (Clarisse duly exercised the right to extend with effect from 1 February 2026);
- (b) he would take 25% of Clarisse's turnover each month by way of rent.

Last month, Amal received an offer from a supermarket operator that wants to buy the building and convert it into one of its supermarkets (with the retail operation on the ground floor and staff rooms, storage and other ancillary facilities on the first floor). The prospective buyer has told Amal that it will proceed with the purchase only if it can secure vacant possession of the building.

Clarisse has not paid any rent to Amal for the last two months. She claims that she is not obliged to do so because she has not made any profit from the business in that period. However, she is refusing to provide any financial information to Amal about the business.

Advise Amal as to:

- (a) whether the tenancies in favour of Benjamin and Clarisse are protected by the Landlord and Tenant Act 1954 and, if so, the nature of the protection that they enjoy; **(11 marks)**
- (b) what steps he should take to terminate each of the tenancies; **(7 marks)**
- (c) his chances of success, in each case, of obtaining vacant possession. **(7 marks)**

(Total: 25 marks)

Question 2

Renata is the freehold owner of four industrial units. One of the units is let to Sam, one is let to Tessa and the remaining two are let to Ursula under a single lease. Renata leaves the day-to-day management of the units to her agent, Victor. Each unit is let for a term of five years from 29 September 2022 at a market rent. Each tenancy is excluded from the provisions of the Landlord and Tenant Act 1954, Part II.

Each lease contains a proviso for re-entry for non-payment of rent and/or breach of covenant. Each lease also includes the following covenants by the tenant:

- to pay the rent in equal instalments on the usual quarter days (whether formally demanded or not);
- not to assign, sublet or otherwise part with or share possession of the demised premises without the landlord's consent in writing, which consent is not to be unreasonably withheld;
- not to make any alteration to the demised premises.

Sam used his unit as a car-repair workshop. Sam paid the rent in cash directly into Victor's account each month. Unbeknown to Victor or Renata, Sam recently emigrated to Spain and assigned the lease of the unit to one of his former work colleagues, Wendell. Wendell has continued to pay the rent into Victor's account.

Tessa is currently five-and-a-half months behind with her rent.

Ursula trades in imported ornaments and rare artefacts. Initially, she used one of the units as a showroom and the other unit to store her stock. More recently, her business has focused on antique furniture, with the result that she needed a larger showroom. She therefore demolished the wall between the two units to create a single area. Victor noticed the change on a routine inspection six months ago but failed to take any action or to pass on the information to Renata. Victor has continued to collect the rent from Ursula.

Renata now wishes to sell the freehold of the units and has been told that she will obtain a better price if she can sell with vacant possession.

Advise Renata as to how she might terminate the three leases.

(25 marks)

Question 3

Michael and Nigel are planning to emigrate to start a new life together in New Zealand. They therefore wish to sell their respective homes.

Michael lives in a house which he owns by way of a long leasehold interest under a 99-year lease that was first granted in 1975. He pays a ground rent of £75 a year.

Nigel lives in a self-contained flat in a block of six flats, constructed in the 1960s. He holds a 125-year lease that was first granted in 1967. He pays a ground rent of £125 a year.

Ophelia, the estate agent who is acting for both Michael and Nigel, has expressed concern that the relatively short time remaining on the two leases will make the properties difficult to sell. She has suggested that it would be advantageous if Michael and Nigel could acquire the freehold of their respective properties.

Advise Michael and Nigel as to what statutory rights they may have and what steps they would need to take.

(25 marks)

Question 4

In May 2024, Helen let a house in London to Imogen for a term of six months by way of an Assured Shorthold Tenancy agreement. Imogen moved in with her young son, Jack. Imogen and Jack continue to occupy the house as their home.

Last month, Helen phoned Imogen to inform her that she (Helen) intended to modernise the electrical wiring in the house, having received a report from an electrical engineer that some of the wiring was now very old and needed replacing. Helen said that she would be engaging contractors to do the work and that they would need access to the interior of the house in order to carry out the works as well as to make cups of tea and use the other facilities in the house. These works would be completed between the hours of 9 a.m. and 3 p.m. while Imogen was at work and Jack was at school. Helen estimated that it would take about two weeks to complete the rewiring.

Imogen replied that she was uncomfortable with this proposal because she was concerned about a loss of privacy. When Helen said that Imogen had no choice in the matter, Imogen replied, "Well, we'll see about that".

Imogen subsequently changed the locks on the front and back doors to the house, and has since refused Helen's requests to be allowed entry to the house.

Last week, Helen sent a letter to Imogen, giving her one month's notice to terminate the tenancy 'because you are in breach of our agreement and you are stopping me from carrying out necessary works to my property'. In that letter, Helen also stated that if Imogen did not leave voluntarily at the end of the notice period, then she would:

- authorise a locksmith to use force to gain entry to the house;
- arrange for the locks to be changed again so as to deny Imogen the ability to re-enter the house;
- hold Imogen responsible for the costs of engaging the locksmith and repairing any resultant damage to the house.

You have been consulted by Imogen in relation to Helen's letter.

Advise Imogen.

(25 marks)

End of the examination

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