



## THE CHARTERED INSTITUTE OF LEGAL EXECUTIVES

### UNIT 10 – LANDLORD AND TENANT LAW\*

**Time allowed: 3 hours plus 15 minutes' reading time**

#### **Instructions to Candidates**

- You have **FIFTEEN** minutes to read through this question paper before the start of the examination.
- **It is strongly recommended that you use the reading time to read this question paper fully.** However, you may make notes on this question paper or in your answer booklet during this time, if you wish.
- **All questions carry 25 marks. Answer FOUR only of the following EIGHT questions. This question paper is divided into TWO sections. You MUST answer at least ONE question from Section A and at least ONE question from Section B.**
- Write in full sentences – a yes or no answer will earn no marks.
- Candidates must comply with the CILEx Examination Regulations.
- Full reasoning must be shown in answers. Statutory authorities, decided cases and examples should be used where appropriate.

#### **Information for Candidates**

- The mark allocation for each question and part-question is given and you are advised to take this into account in planning your work.
- Write in blue or black ink or ballpoint pen.
- Attention should be paid to clear, neat handwriting and tidy alterations.
- Complete all rough work in your answer booklet. Cross through any work you do not want marked.

**Do not turn over this page until instructed by the Invigilator.**

\* This unit is a component of the following CILEx qualifications: **LEVEL 6 CERTIFICATE IN LAW and the LEVEL 6 PROFESSIONAL HIGHER DIPLOMA IN LAW AND PRACTICE**

**SECTION A**  
**(Answer at least one question from this section)**

1. Critically examine the Landlord and Tenant Act 1954, Part II in relation to:
  - (a) the conditions that must be met for an occupier of premises to be afforded protection under the Act;  

**(17 marks)**
  - (b) the difficulties faced by a landlord in opposing a new lease under ground (f) in section 30(1) of the Act.  

**(8 marks)**

**(Total: 25 marks)**
  
2. Discuss the extent to which the Landlord and Tenant (Covenants) Act 1995 undermines the protection afforded to tenants by section 19 of the Landlord and Tenant Act 1927.  

**(25 marks)**
  
3. Evaluate the procedures laid down by the Rent Act 1977 in relation to obtaining possession, succession and rent protection.  

**(25 marks)**
  
4. Discuss the lease/licence distinction and whether it serves any useful purpose, given the protection afforded to residential occupiers under the Protection from Eviction Act 1977.  

**(25 marks)**

**SECTION B**  
**(Answer at least one question from this section)**

**Question 1**

Kempston Investments Limited ('KIL') owns Kempston Grange ('the Grange'). The Grange is a two-storey former Georgian manor house, which has been converted into a restaurant on the ground floor and a residential flat on the upper floor. There is also a cellar, which is used for storing wine and foodstuffs.

In January 2019, KIL granted a lease of the restaurant and cellar to Cordon Bleu Cuisine Limited ('Cordon Bleu') for a fixed term of ten years. At the same time, KIL granted Cordon Bleu's head chef, Armand Bongout, an assured shorthold tenancy of the flat for a fixed term of 12 months.

Each agreement imposes an obligation on the tenant to 'keep the interior and exterior of the premises, and the landlord's fixtures and fittings in them, in good and substantial repair and condition'.

Recently, Armand and Cordon Bleu have complained to KIL, independently, about the condition of the Grange.

Armand has complained that the flat is letting in water. Armand is unsure as to the exact source of the leak, but he has noticed that some roof tiles are missing and that some of the guttering has come loose. The plasterwork to the ceilings and walls of various rooms in the flat is now damp and needs replacing. Armand is also worried that the gas boiler in the flat is not working properly: it fails to provide hot water consistently and cuts out for prolonged periods.

Cordon Bleu has also complained to KIL about the fact that, at times, the cellar has been flooded with several centimetres of water. Following independent advice, Cordon Bleu has determined that, due to the age of the property, the cellar was not constructed with adequate waterproofing.

In response to Armand's complaints, KIL sent a letter stating that it was Armand's obligation to remedy the disrepair to the flat, by repairing the roof tiles and the guttering and replacing the damp plaster. The letter also said that Armand must replace the boiler at his own cost.

In response to Cordon Bleu's complaints, KIL sent a letter stating that it was Cordon Bleu's obligation to cure the damp problem in the cellar by re-excavating the cellar floor and installing a mechanical drainage system.

Advise:

- (a) Armand;
- (b) Cordon Bleu.

**(13 marks)**

**(12 marks)**

**(Total: 25 marks)**

**Turn over**

## Question 2

Naheed is the freehold owner of shop premises.

In January 2014, Naheed let the shop to Faisan for a term of five years, commencing on 1 January 2014 at an annual rent of £24,000, payable monthly in advance. The tenancy was contracted-out of the Landlord and Tenant Act 1954.

In June 2018, Faisan asked Naheed if she would be willing to grant him a new lease, once the existing lease came to an end. Naheed said that she would be happy to do so on the same terms as the existing lease, but subject to an increase in rent to £30,000. They shook hands on their agreement and Naheed said that she would arrange for her solicitors to send out the necessary paperwork.

A couple of weeks later, Naheed's solicitors sent two identical documents entitled 'Heads of Terms' to Faisan. The documents set out the proposed terms of the new lease. The covering letter from the solicitors asked Faisan to retain one of the documents for his records and to sign and return the other as an indication of his agreement to its contents. Faisan duly did so.

Several months passed, and Faisan did not see or hear from Naheed. Nor did he receive a new lease from her solicitors. In January 2019, the current lease expired, but still Faisan heard nothing from Naheed or her solicitors. Faisan remained in occupation of the premises and continued to make monthly payments of £2,000 in respect of the rent.

Last week, Faisan received a letter from Naheed's solicitors, informing him that Naheed had been seriously ill for some months (to the extent of being unable to deal with her affairs) and had now died. As a result, Naheed's executors were now sorting out her estate. The letter went on to say that because the old lease had expired, and because Faisan had not signed a new lease, he had no right to remain in occupation of the premises and would have to leave in seven days.

Advise Faisan as to his rights of occupation.

**(25 marks)**

### Question 3

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, Artur. Each unit is let for a term of five years from 29 September 2017 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 Artur's account each month. Unbeknown to Artur or Renata, Sam recently emigrated to Spain and assigned the lease of the unit to one of his former work colleagues, Joe. Joe has continued to pay the rent into Artur'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, in order to create a single area. Artur noticed the change on a routine inspection six months ago, but failed to take any action or to pass on the information to Renata. Artur 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 4**

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 1955. He pays a ground rent of £75 a year.

Nigel lives in a self-contained flat in a block of six flats, which was constructed in the 1960s. He holds a 99-year lease that was first granted in 1961. 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 in order to do as Ophelia suggests.

**(25 marks)**

**End of Examination Paper**

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