



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.
- An appropriate statute book is **not** available for this examination. Therefore, candidates are **not** permitted to take a statute book into the examination.
- 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. Discuss:
 - (a) the legal formalities for creating both a valid agreement for lease and a valid lease;

(13 marks)
 - (b) how a lease which fails to satisfy those formalities might still be enforceable.

(12 marks)

(Total: 25 marks)

2. Discuss whether the grounds on which a landlord may oppose the grant of a renewal tenancy, under section 30(1) of the Landlord and Tenant Act 1954, strike a fair balance between landlord and tenant.

(25 marks)

3. The assured shorthold tenancy and the summary method by which it may be terminated unduly favour the interests of landlords over the interests of tenants.

Critically discuss this statement.

(25 marks)

4. Critically examine the statutory and common law rules relating to a landlord's right to forfeit.

(25 marks)

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

Question 1

Adam owns a flat that he lets to residential tenants.

In September 2018, Adam let the flat to Barry and Craig by way of an assured shorthold tenancy agreement for an initial period of six months. The rent was £750 payable monthly in advance. The tenancy agreement provided that Barry and Craig could terminate the tenancy by giving one month's notice in writing to Adam.

Adam was happy to allow the tenancy to continue after the original fixed term expired. However, no rent at all has been paid since November 2019.

Earlier this month, Adam went around to the flat to talk to Barry and Craig about the situation. Barry told him that Craig had moved out in June 2019 after they had had a row. Barry went on to say that although he had initially been able to pay the rent out of his sole income, he had then been made redundant in October 2019, and so could no longer afford to pay. This explained why the rent was in arrears. He told Adam that he did not have the money to pay him, and that Adam should get Craig to pay the amount that was owed. When Adam told Barry that he would have to move out unless the rent was paid in the next 14 days, Barry slammed the door in his face.

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

Adam is fed up with the whole situation. He has booked a locksmith and a removal van to be at the premises tomorrow, so that he can remove Barry's belongings and take back possession of the flat.

Advise Adam as to:

(a) his rights against Barry and/or Craig;

(13 marks)

(b) whether he should proceed with the eviction tomorrow.

(12 marks)

(Total: 25 marks)

Turn over

Question 2

For several years, James ran a successful florist's business from premises that he rented from Pete under the terms of a 15-year lease granted to James in 2007.

The lease contained the following covenants on the part of 'the Tenant':

- to pay the annual rent of £10,000 in advance on the usual quarter days;
- not to assign the premises without the Landlord's consent.

In September 2019, James decided to retire from the business, which he sold to his daughter Chrissie. James asked in writing for Pete's consent to assign the lease to Chrissie. Pete's solicitors replied, seven days later by letter, stating that Pete was willing to give his consent on condition that James provided a guarantee for Chrissie, who had no previous business experience. James refused to do so, as he wanted a 'clean break' from the business. James then assigned the lease to Chrissie.

Last week, James received a letter from solicitors acting on behalf of Pete. In that letter, the solicitors claimed that Chrissie appeared to have abandoned the premises and had not paid the last quarter's rent of £2,500, which had been due on 25 December 2019.

The letter went on to say that Pete considered James to be liable for the unpaid rent and required payment of it within seven days.

Advise James.

(25 marks)

Question 3

Leroy operates a builders' merchant business from a site let to him by Marwan. Part of the site consists of a large concreted area. This area is used by Leroy to store and display goods, to receive deliveries from his suppliers and to load Leroy's delivery lorries with sold goods, in order to fulfil customer orders.

To the rear of the yard, on the other side of a boundary fence, is a field. It was recently discovered that the field and the site were once part of a large Roman settlement. Excavations in the field have revealed numerous valuable artefacts, including gold and silver coins and other treasure.

Last week, Leroy received a letter from Marwan, stating that Marwan intends to enter the site on 1 March 2020, in order to drill boreholes and to dig inspection trenches, in an attempt to ascertain whether any artefacts or treasure lie beneath the yard. Marwan's letter states that he is entitled to do this, because the lease of the site to Leroy reserves to Marwan, 'the right to enter at reasonable times and for all reasonable purposes'. The letter goes on to state that Marwan expects that the works will take approximately eight weeks to complete, during which time the yard would not be available for use.

Leroy is very concerned as to the effect that Marwan's proposed activities will have on his business and wishes to know whether there is any basis on which he can resist Marwan's proposal.

Advise Leroy.

(25 marks)

Turn over

Question 4

Paula is the long leasehold owner of a flat. The flat is one of five flats located in a block, which is owned by Quentin. Paula's lease:

- contains a covenant by Quentin (as 'the Landlord') to provide 'the Services', one of which involves painting the exterior of the block every 10 years;
- contains a covenant by Paula 'to pay 20% of the cost incurred by the Landlord in providing the Services';
- permits Quentin to issue a service charge demand on 1 January in each year in respect of costs incurred in providing the Services in the previous calendar year;
- states that the amount included in a service charge demand is 'final and conclusive as to the amount which is due and may not be challenged by the Tenant'.

The block was painted last summer, in accordance with the lease. Paula has now received the annual service charge demand from Quentin. One of the items in that demand is Paula's share of the cost of the painting works. The demand states that the total cost of the works was £25,000 and that Paula's share of that cost is therefore £5,000.

Paula has learned that the company that was engaged by Quentin to carry out the repainting is owned by Quentin's brother. Paula has also been told by Roger, a friend of hers who is a painter and decorator, that the amount stated by Quentin is excessive. Roger's view is that a fair price for painting the entire block would be £10,000.

Advise Paula.

(25 marks)

End of Examination Paper

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