



## 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**

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

1. Critically discuss whether the law relating to a landlord's repairing obligations unduly favours residential tenants over business tenants.

**(25 marks)**

2. Critically assess whether the statutory controls over a landlord's ability to refuse consent to an assignment or underletting, or to impose conditions when granting consent, significantly improve the position of tenants.

**(25 marks)**

3. Critically evaluate the remedies which are available to a landlord of commercial premises, where the tenant is in arrears with the payment of rent.

**(25 marks)**

4. Critically discuss the respective statutory procedures by which the freehold of the building in which they live may be acquired by:

(a) a long leaseholder of a house, or

**(13 marks)**

(b) a long leaseholder of a flat.

**(12 marks)**

**(Total: 25 marks)**

**Turn over**

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

**Question 1**

Alain owns two adjoining shops, which are currently each let for a term of ten years, expiring on 24 March 2021. Each tenancy enjoys security of tenure under Part II of the Landlord and Tenant Act 1954.

Shop 1 is let to Brigitte. Brigitte's lease requires her to pay her rent by direct debit on the usual quarter days. However, Brigitte habitually pays the rent by standing order on the first day of the month following the relevant quarter day. Alain has never complained about this.

Shop 2 is let to Clive. Clive has proven to be a very difficult tenant. Clive persistently refuses to allow Alain's agent access to inspect the internal state of repair of the shop, despite the fact that the lease requires him to grant such access. Clive regularly posts complaints on various social media platforms regarding his alleged 'mistreatment' as a tenant at the hands of Alain.

Alain has received an offer from a local development company, which wishes to buy both shops, demolish them and build a supermarket on the site. That offer is conditional on Alain obtaining vacant possession of the shops.

Advise Alain as to whether, and if so on what basis, he can recover possession of each of the shops on the expiry of the current leases.

**(25 marks)**

## Question 2

Quentin recently bought the freehold of a residential investment property at auction. The auction particulars contained very little detail or documentation in relation to the property, other than to state that: (i) the property was subject to a tenancy, under which the tenant was paying £650 rent per calendar month; and (ii) there were no arrears.

After buying the property, Quentin arranged a meeting with the tenant, Pauline. Pauline explained that she and her mother (Olive) had moved into the property in 1978, just after Pauline had left school. In 1982, Pauline had moved out of the property when she got married, but she returned in November 1986 (with her baby daughter, Renate) after her marriage broke down. All three of them then lived in the property until Olive's death in August 1988, since when Pauline and Renate had continued to live in the property as their home. Pauline did not have any paperwork in relation to the original tenancy other than a rent book from 1979, which showed that rent was paid weekly.

Quentin told Pauline (correctly) that he had been advised by two estate agents that the open market rent for the property was £950 per month. He considered that the monthly rent being paid by Pauline was far too low, and so he proposed a new rent of £950 per month. He then immediately wrote out an agreement to that effect on a piece of paper and asked Pauline to sign it, which she did.

A couple of days later, Renate telephoned Quentin and told him that her mother would not be paying the new rent. Renate told him that the rent had been 'fixed by the court' and that her mother did not have to pay any more than she was already paying.

(a) Advise Quentin.

**(15 marks)**

Three months later, Quentin informs you that Pauline has died and that Renate is now living in the property on her own.

(b) Advise Quentin in the light of this new information.

**(10 marks)**

**(Total: 25 marks)**

**Turn over**

### Question 3

In 1994, Yasmina and her family decided to move out of London to take up a rural life in the country. She and her husband bought a few acres of land, on which stood both a farmhouse and a nearby converted outbuilding. Yasmina and her family moved into the farmhouse and, in order to generate some additional income, she let the outbuilding to Veia on a monthly basis. Veia has lived in the outbuilding ever since, but each Christmas she goes to stay with relatives in the Caribbean for two months, in order to escape the worst of the British winter.

The outbuilding is situated close to the main road. Veia (who has never learned to drive) uses the nearby bus stop to travel to and from the shops, the post office, and so on, in the nearby village.

Over the years, Yasmina and her husband farmed the land and brought up their family in the farmhouse. In recent years, the children have grown up and left home, although their eldest son (Stefan) continues to work on the farm.

Yasmina's husband died in November last year. Yasmina no longer wants to run the farm or to live in the farmhouse. She and Stefan have agreed that he will take over the farm and that he (and his family) will move into the farmhouse.

Yasmina would like to move into the outbuilding. She has asked Veia if she would be willing to vacate the property and move into a cottage on the farm which is currently dilapidated, but which Yasmina is willing to renovate. Veia has refused, saying she has far too many belongings to fit into the cottage, and that she could not bear to part with items that she has owned for many years and to which she has a great sentimental attachment. The cottage is also a long way from the bus stop, meaning that Veia, who is now 82 years old, would have to walk a considerable distance to and from it.

Advise Yasmina as to:

- the type of tenancy under which Veia occupies the outbuilding;
- the steps which Yasmina should take to obtain possession of the outbuilding, and how likely it is that she will succeed.

**(25 marks)**

#### Question 4

In 2016, Richard bought a house which he converted into two bedsits. His intention was to allow his son (Tom) and one of Tom's friends (Siobhan), whom Richard had known for many years, to live in the house for two years, while they both completed an apprenticeship with a local employer.

Tom and Siobhan applied to the local authority for a grant to meet their living expenses while completing their apprenticeships. In order to qualify for the grant, they were required to demonstrate that they had written agreements relating to their living accommodation. Richard drew up the agreements himself and included terms which said that he could move Tom and/or Siobhan into different bedsits within the house without their consent, and that he would provide cleaning and laundry services. When Tom said that he and Siobhan were not happy with those terms, Richard said: 'Don't worry, I won't actually be doing any of this, but I just need to protect myself'. Tom and Siobhan offered to pay rent to Richard, but he refused, saying: 'I don't expect either of you to pay'.

The apprenticeships finished in March 2020. Tom has gone travelling for a year, but Siobhan has refused to move out. Richard has received reports from neighbours of loud, late-night parties taking place at the house.

Richard wrote to Siobhan, saying that he expected her to vacate within four weeks, failing which he said he would 'make life very difficult for you'. Siobhan has not replied, but the neighbours' complaints are continuing.

After learning from Tom that he will be meeting up with Siobhan in Spain for a few days next week, Richard has booked a locksmith and removal firm to enter the house while it is empty, to take everything belonging to Siobhan into storage, and then to change the locks.

Advise Richard as to:

- (a) what rights (if any) Siobhan has to occupy the house; **(12 marks)**
  
  - (b) what steps he needs to take to terminate her occupation; **(7 marks)**
  
  - (c) whether he should go ahead with the planned eviction. **(6 marks)**
- (Total: 25 marks)**

**End of Examination Paper**

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