



## 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. 'If ... residential accommodation is granted for a term at a rent with exclusive possession ... the grant is a tenancy'

Lord Templeman, *Street v Mountford* (1985).

Critically assess the extent to which this is an accurate description of the law.

**(25 marks)**

2. Critically discuss the statutory duties which are owed by a landlord to:

(a) lawful visitors to demised premises (under the Defective Premises Act 1972 and the Occupiers' Liability Act 1957);

**(16 marks)**

(b) trespassers at demised premises (under the Occupiers Liability Act 1984).

**(9 marks)**

**(Total: 25 marks)**

3. 'The assured shorthold tenancy has radically altered the balance between landlord and tenant in relation to security of tenure in the private rented sector.'

Critically discuss this statement.

**(25 marks)**

4. Critically assess the extent to which the Protection from Eviction Act 1977 protects occupiers of residential property from eviction and harassment.

**(25 marks)**

**Turn over**

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

**Question 1**

Carmen has lived in her current home since 1990. She first rented the property from Daisy under a one-year fixed-term tenancy, but has continued to live there ever since. The current rent is £500 per month.

When Carmen first rented the flat, she dealt solely with Daisy's letting agent. Carmen recalls visiting the agent's offices on a couple of occasions at that time, and remembers signing various documents and paying a deposit. However, she never received any paperwork from the agent in relation to the tenancy.

Until October 2016, Carmen was never in arrears with her monthly rent. However, in that month Carmen's employer announced that, due to difficult trading conditions following the Brexit referendum result, it would be asking all of its employees to accept reduced working hours for the foreseeable future. Carmen agreed to that proposal and, as a result, her salary reduced by about 33% per month.

Carmen's reduced income means that she has not been able to pay her rent in full each month since October 2016. She has, however, been paying a proportion of the amount which is due. Unfortunately, the consequence of these reduced payments is that just over two months' arrears have now accrued.

Neither Daisy nor her agent has been at all sympathetic to Carmen's situation. They have constantly pressed her to pay the arrears. Last week, the agent wrote to Carmen to say that Daisy had decided that 'enough is enough'. Enclosed with the letter was a notice to quit, which gave Carmen 14 days' notice to leave the flat.

Carmen has now consulted you about her situation. In the course of her meeting with you, she tells you that her employer has announced that it will be restoring full-time working for all staff at an enhanced salary with effect from 1 August 2017. This will not only enable Carmen to pay future rent instalments in full, but will also allow her to make regular reductions to the amount of the arrears.

Advise Carmen.

**(25 marks)**

## Question 2

Ben is the freehold owner of three storage units, which he lets on an annual periodic basis.

The first unit is let to Charles. Charles owns a car showroom, from which he sells vintage and classic cars. He stores one such car, which he keeps for his exclusive personal use so that he can race it at classic car rallies, in the unit.

The second unit is let to Davina. Davina is a self-employed accountant, who uses the unit to store old files, papers and documents relating to her clients' tax affairs.

The third unit is let to EFP, a limited company which is also registered as a charity. EFP's activities involve asking members of the public to make donations of tinned and other non-perishable goods at collection points positioned by EFP in local supermarkets. Donated items are then collected from the supermarkets by EFP and brought to the unit for storage, before being distributed to disadvantaged families.

Ben has obtained planning permission to demolish the units and build a block of flats. He wishes to proceed with the redevelopment at the earliest opportunity.

Advise Ben as to:

(a) whether the agreements will be protected by the Landlord and Tenant Act 1954;

**(15 marks)**

(b) the steps available to him to terminate the three agreements.

**(10 marks)**

**(Total: 25 marks)**

**Turn over**

### Question 3

Arbor Court is a development that consists of two former Victorian warehouses, which were converted into separate blocks of flats in the mid-1990s. Each block contains eight flats. All 16 flats were sold off shortly after completion of the conversion works to different tenants by way of long lease for a term of 125 years subject to a modest ground rent and payment of a service charge. The blocks of flats are now known as 'The Laurels' and 'The Cedars' respectively.

Arbor Court is owned and managed by Treetop Properties Limited (TPL). TPL is the landlord in relation to all the flat leases. For many years, the flat tenants have been unhappy with TPL's management of Arbor Court.

Hazel owns one of the flats in The Laurels. She has received a letter from TPL informing her that TPL is planning to sell Arbor Court to HighTrees Management Limited (HML) for £75,000 and that following the sale she will need to pay her ground rent and service charge to HML.

Hazel has consulted you in relation to the proposed sale. She believes that it would be beneficial for all the tenants if they could buy Arbor Court from TPL because:

- they would be able to get their hands on the very large service charge fund which is currently being held by TPL;
- they would then be able to use that fund to pay for the essential repairs and decoration which are needed at Arbor Court;
- they would be able to establish a proper programme of repair and maintenance for the future and would be able to set service charge contributions at a sensible level.

Hazel tells you that ten of the other tenants are also interested in buying Arbor Court. Five of them live in The Laurels and five of them live in The Cedars.

Advise Hazel whether she and the ten other tenants can buy Arbor Court from TPL using the provisions of Part 1 of the Landlord and Tenant Act 1987. What steps would they need to take?

**(25 marks)**

#### **Question 4**

Ellice owns shop premises, which he let to Frank for a term of ten years from 29 September 2011. The rent is payable quarterly in advance on 1 March, 1 June, 1 September and 1 December in each year. The lease contains an absolute prohibition against assignment, sub-letting or parting with possession.

Frank has run a jewellery business from the shop for several years. However, the business has not been particularly successful and substantial rent arrears have recently built up.

Shortly before 1 June 2017, Ellice went to the shop to confront Frank about the arrears and to demand that they be paid in full at the same time as Frank paid the upcoming quarter's rent. On his arrival, Ellice saw a sign in the jewellery shop window bearing the words 'under new ownership'. When he entered the shop, he was greeted by a young man named Gideon. Ellice asked where Frank was and Gideon replied: 'This is my shop now. I've bought the business lock, stock and barrel. I'm the tenant and I've got the paperwork to prove it.' Gideon then showed Ellice the properly executed paperwork, following which he insisted that Ellice leave the shop because 'you're upsetting my customers'.

Following this episode, the quarter's rent, which was due on 1 June 2017, was not paid.

Ellice has now consulted you as to what he can do about the present situation. In the course of your meeting with him, he informs you that a friend of his, who knows a bit about the law, has told him that a landlord can seize a tenant's goods and sell them in order to pay off rent arrears. Consequently, Ellice has arranged for two of his 'business associates' to visit the shop tomorrow in order to seize enough jewellery to pay off the rent arrears.

Advise Ellice.

**(25 marks)**

**End of Examination Paper**

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