

2022 UNIT SPECIFICATION

Title:	(Unit 10) Landlord & Tenant Law
Level:	6
Credit Value:	15

Learning outcomes	Assessment criteria	Knowledge, understanding and skills
The learner will:	The learner can:	
1. Understand the key features of leasehold property	1.1 Define leasehold property 1.2 Analyse the essential characteristics of a lease	1.1 Statutory definition: <ul style="list-style-type: none"> ▪ Law of Property Act (LPA) 1925, s 205(1)(xxvii); ▪ LPA 1925, s 149; • Relevant case law: eg <u>Lace v Chantler (1944)</u>, <u>Prudential Assurance Co. Ltd v London Residuary Body (1992)</u>. 1.2 <ul style="list-style-type: none"> • Essential common law characteristics; • Relevant case law: eg <u>Lace v Chantler (1944)</u>, <u>Prudential Assurance Co. Ltd v London Residuary Body (1992)</u>, <u>Ashburn Anstalt v Arnold (1989)</u>;

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	<p>1.3 Analyse the concept of exclusive possession</p> <p>1.4 Distinguish a lease from a licence</p>	<ul style="list-style-type: none"> • Relationship with contract. <p>1.3 Nature of exclusive possession including:</p> <ul style="list-style-type: none"> • Specific knowledge of the principles in <u>Street v Mountford</u> (1985); • General application and relevant case law: eg <u>Family Housing Association v Jones</u> (1990), <u>Westminster City Council v Clarke</u> (1992); • Application in relation to shared occupation: eg, <u>Mikeover v Brady</u> (1989), <u>Stribling v Wickham and Others</u> (1989), <u>Antoniades v Villiers</u> (1989); • Criticisms: eg differing judicial attitudes. <p>1.4 Significance of the lease/licence distinction:</p> <ul style="list-style-type: none"> • Judicial approaches to the lease/licence distinction; • Application in relation to residential and commercial leases; relevant case law: eg <u>Street v Mountford</u> (1985) including recognised exceptions: eg, <u>Booker v Palmer</u> (1942), <u>Errington v Errington and Woods</u> (1952), <u>Norris v Checksfield</u> (1991) & <u>Bruton v London Quadrant Housing Trust</u> (1997); • Criticisms of the lease/licence distinction and suggested abolition.
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	<p>1.5 Apply an understanding of the key features of leasehold property to a given situation</p> <p>1.6 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>1.5 Application of understanding to a complex scenario.</p> <p>1.6 A reasoned opinion of likely legal implications, including remedies and defences where appropriate.</p>
<p>2. Understand the formal requirements for the creation of a lease</p>	<p>2.1 Classify the types of tenancy recognised by English law</p> <p>2.2 Determine whether formal legal requirements have been met</p> <p>2.3 Analyse the status of a lease on a given set of facts</p>	<p>2.1</p> <ul style="list-style-type: none"> • Fixed term; • Periodic; • Leases for lives and marriage; • Perpetually renewable leases; • Tenancies at will; • Tenancies at sufferance; • Tenancies by estoppel; • Relevant case law: eg <u>Javad v Mohammed Aquil (1991)</u> and <u>Marjorie Burnett Ltd v Barclay (1981)</u>. <p>2.2 Formalities</p> <ul style="list-style-type: none"> • Contracts to grant leases: Law of Property (Miscellaneous Provisions) Act 1989, s 2; • Legal leases (LPA 1925, s 52) and exceptions (<u>LPA 1925, s 54(2)</u>). <p>2.3 Contracts to grant leases;</p> <ul style="list-style-type: none"> • Legal and equitable status; relationship between equitable leases and periodic tenancies and relevant case law: eg <u>Walsh v Lonsdale (1882)</u>; • Failed transfers and relevant case law: eg <u>First Post Homes v Johnson (1995)</u>;

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	<p>2.4 Apply an understanding of the formal requirements for the creation of a lease to a given situation</p> <p>2.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<ul style="list-style-type: none"> • Rights in relation to third parties; • Protection of leases in relation to registered and unregistered title. <p>2.4 Application of understanding to a complex scenario.</p> <p>2.5 A reasoned opinion of likely legal implications, including remedies and defences where appropriate</p>
3. Understand the express covenants of a lease	<p>3.1 Describe the scope of express covenants</p> <p>3.2 Analyse the rules governing the regulation of qualified covenants</p>	<p>3.1 Commonly encountered types of express covenant;</p> <ul style="list-style-type: none"> • Pay rent; • Repair; • User; • The 'usual covenants'; • Criticisms, eg the enforceability of absolute covenants, suggestions for reform. <p>3.2 Qualified covenants against alienation:</p> <ul style="list-style-type: none"> • Common law principles; • Statutory rules under Landlord and Tenant Act (LTA) 1927, ss 19(1) & 19(1)(A) including associated case law and the principles set out in <u>International Drilling Fluids Ltd v Louisville Investments (Uxbridge) Ltd (1985)</u> and <u>Straudley Investments Ltd v Mount Eden Land Ltd (1996)</u>; • Statutory duty in relation to written requests, notice procedures and burden

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	<p>3.3 Analyse the rules governing the enforceability of covenants following assignment or sub-letting</p> <p>3.4 Apply an understanding of the express covenants of a lease to a given situation</p>	<p>of proof under Landlord and Tenant Act (LTA) 1988, s 1(6).</p> <p>Qualified covenants against alterations and improvements:</p> <ul style="list-style-type: none"> • Differences between alterations and improvements; • Common law principles; • Statutory rules under LTA 1927, s 19(2) and associated case law including <u>Lambert v FW Woolworth & Co. Ltd (No.2)</u> (1938) and <u>International Drilling Fluids Ltd v Louisville Investments (Uxbridge) Ltd</u> (1985); • Compensation for improvements, under LTA 1927, s 3(1)(a); • Assessment of the effectiveness of qualified covenants; • Criticisms including suggested abolition by the Law Commission. <p>3.3</p> <ul style="list-style-type: none"> • Position at common law; • Effect of Landlord and Tenant (Covenants) Act 1995; • indemnities, Authorised Guarantee Agreements. <p>3.4 Application of understanding to a complex scenario, e.g. identification of whether there has been a breach of the express obligations of a lease.</p>
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	3.5 Critically evaluate a given issue of situation to predict probable legal implications	3.5 A reasoned opinion of likely legal implications, including remedies and defences where appropriate.
4. Understand the obligations implied in a lease	<p>4.1 Analyse the obligations implied in a lease by common law</p> <p>4.2 Analyse the obligations imposed by statute in relation to repair</p>	<p>4.1</p> <ul style="list-style-type: none"> • Non-derogation from grant and relevant case law: eg <u>Browne v Flower</u> (1911), <u>Kenny v Preen</u> (1963), <u>Southwark LBC v Mills</u> (2001); • Quiet enjoyment and relevant case law: eg <u>Birmingham, Dudley & District Banking Co v Ross</u> (1888), <u>Aldin v Latimer Clark, Muirhead & Co</u> (1894); • Common law obligation to pay rent; • Tenant like user; • Doctrine of waste; • common law obligations in relation to repair and criticisms, eg the limitation in scope. <p>4.2</p> <ul style="list-style-type: none"> • Statutory repairing obligations under ss 8, 9A - 9C and 11 – 16 Landlord and Tenant Act 1985; • Associated common law principles in relation to the definition and standard of repair; • Relevant case law: eg <u>O'Brien v Robinson</u> (1973), <u>Hopwood v Cannock Chase District Council</u> (1975), <u>British Telecommunications plc v Sun Life</u> (1995); <u>Edwards v Kumarasamy</u> (2016); • Defective Premises Act 1972 • Homes (Fitness for Human Habitation)

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	<p>4.3 Determine whether there has been a breach of any of the implied obligations</p> <p>4.4 Apply an understanding of the obligations implied in a lease to a given situation</p> <p>4.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>Act 2018.</p> <p>4.3 An explanation of:</p> <ul style="list-style-type: none"> • breach in relation to the implied common law or statutory obligations; • available remedies: eg damages, set-off, injunctions. <p>4.4 Application of understanding to a complex scenario.</p> <p>4.5 A reasoned opinion of likely legal implications, including remedies and defences where appropriate.</p>
<p>5. Understand the obligations and duties imposed on landlord and tenant in relation to third parties</p>	<p>5.1 Explain the extent of any criminal or civil liability following an eviction</p> <p>5.2 Analyse the duties owed to lawful visitors and trespassers</p>	<p>5.1 An explanation of criminal and civil liability under Protection from Eviction Act 1977;</p> <ul style="list-style-type: none"> • minimum periods of protection; • statutory tort of unlawful eviction under Housing Act (HA) 1988, ss 27 and 28. <p>5.2 Landlord’s duty of care under:</p> <ul style="list-style-type: none"> • Defective Premises Act 1974, s 4. • Occupiers Liability Act 1957 and Occupiers Liability Act 1984; • General framework; implications for landlord or tenant. • Relevant case law, eg <u>Drysdale v Hedges</u> (2012), <u>Hannon v Hillingdon Homes Limited</u> (2012)

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	<p>5.3 Analyse the obligations owed to third parties in the tort of nuisance</p> <p>5.4 Apply an understanding of the third-party obligations and duties imposed on landlord and tenant to a given situation</p> <p>5.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>5.3 Application to landlord and tenant:</p> <ul style="list-style-type: none"> • Situations including circumstances that may give rise to liability and the distinction with quiet enjoyment. • Relevant case law including, for example, <u>Sampson v Hodson-Pressinger</u> (1981). <p>5.4 Application of understanding to a complex scenario, eg identification of whether a landlord or tenant is in breach of any of their obligations in relation to third parties.</p> <p>5.5 A reasoned opinion of likely legal implications, including remedies and defences where appropriate.</p>
<p>6. Understand termination and remedies</p>	<p>6.1 Explain the common law methods of termination</p>	<p>6.1 Methods:</p> <ul style="list-style-type: none"> • effluxion of time; • notice to quit; • break clause; • rescission; • surrender; • merger; • enlargement; • disclaimer; <p>Relevant case law;</p> <ul style="list-style-type: none"> • Impact of statutory intervention, eg HA 1988.

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	<p>6.2 Explain how a party terminates a lease at common law</p> <p>6.3 Analyse the remedies available for breach of covenant or other obligation</p> <p>6.4 Apply an understanding of termination and remedies to a given situation</p> <p>6.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>6.2 Application of:</p> <ul style="list-style-type: none"> • common law rules governing termination, especially in relation to effluxion of time and notice to quit; • relevant case law: eg <u>Reed Personnel Services v American Express Ltd</u> (1996), <u>Centaploy v Matlodge Ltd</u> (1973) and <u>Barrett v Morgan</u> (2000). <p>6.3 Principal remedies available for breach of covenant:</p> <ul style="list-style-type: none"> • Damages; • Forfeiture (i) common law requirements, (ii) current procedures (including notice procedure under LPA 1925, s 146), (iii) statutory intervention (Common Law Procedure Act 1852, s 210 and County Courts Act 1984, s 138(2)), (iv) relief, (v) waiver and (vi) proposals for reform; • Commercial Rent Arrears Recovery (CRAR): (i) scope, (ii) current procedure set out in Tribunals, Courts and Enforcement Act 2007 and (iii) relevant provisions of Taking Control of Goods Regulations 2013. <p>6.4 Application of understanding to a complex scenario.</p> <p>6.5 A reasoned opinion of likely legal implications, including remedies and defences where appropriate.</p>
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7. Understand the operation of the Rent Act 1977 in relation to residential leases	7.1 Identify whether a given tenancy will qualify for protection under the Rent Act 1977	7.1 Qualifying tenancies: <ul style="list-style-type: none"> Protected tenancies: (i) qualifying requirements, (ii) statutory exclusions, and (iii) relevant case law, eg <u>Curl v Angelo</u> (1948), <u>Horford Investments v Lambert</u> (1976), <u>Hampstead Way Investments v Lewis-Weare</u> (1985); Statutory tenancies: (i) succession rules (as amended), (ii) relevant case law, eg <u>Tickner v Hearn</u> (1960), <u>Fitzpatrick v Sterling Housing Association Ltd</u> (1997), <u>Ghaidan v Mendoza</u> (2004).
	7.2 Identify the circumstances in which possession will/may be granted	7.2 Grounds for possession: <ul style="list-style-type: none"> Mandatory and discretionary grounds, Rent Act (RA) 1977, ss 98, 100 and Sch 15; Relevant case law, eg, <u>Lal v Nakum</u> (1981), <u>Lipton v Whitworth</u> (1994).
	7.3 Analyse the impact of the Rent Act 1977	7.3 <ul style="list-style-type: none"> Underlying aims: rent control and security of tenure; Criticisms and limitations; Impact on lease/license distinction; Statutory amendments.
	7.4 Apply an understanding of the operation of the Rent Act 1977 to a given situation	7.4 Application of understanding to a complex scenario.

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	7.5 Critically evaluate a given issue of situation to predict probable legal implications	7.5 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate.
8. Understand the operation of the Housing Act 1988 in relation to residential leases	8.1 Identify whether a given tenancy will qualify for protection under the Housing Act 1988	8.1 <ul style="list-style-type: none"> • Qualifying requirements, • Statutory exclusions • Relevant case law: eg <u>Curl v Angelo</u> (1948), <u>Horford Investments v Lambert</u> (1976), <u>Trustees of Henry Smith's Charity Kensington Estate v Wagle</u> (1990); • Succession rules.
	8.2 Distinguish an assured from an assured shorthold tenancy	8.2 <ul style="list-style-type: none"> • Creation and notice requirements, HA 1988, s 20; • Housing Act (HA) 1996, s 96; grounds for possession; • Other principal differences, eg security of tenure, rent review.
	8.3 Identify the circumstances in which possession will/may be granted	8.3 <ul style="list-style-type: none"> • Grounds for Possession: mandatory and discretionary grounds, HA 1988, ss 7, 9 & 89; • Notice requirements, HA 1988, s 8; • Possession procedures; • Restrictions on grant of possession - Deregulation Act 2015, etc

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	<p>8.4 Analyse the impact of the Housing Act 1988</p> <p>8.5 Explain the scope of legislation relevant to private sector lettings</p> <p>8.6 Apply an understanding of the operation of the Housing Act 1988 to a given situation</p> <p>8.7 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>8.4</p> <ul style="list-style-type: none"> • Underlying aims including rent control and security of tenure; • Impact of the Housing Act 1996; • Significance of lease/license distinction; • Criticisms and limitations of the Act; • Proposals for reform eg <i>Renting Homes</i>, Law Commission Report No. 297. <p>8.5 Deposit Schemes; relevant safety regulations.</p> <p>8.6 Application of understanding to a given scenario.</p> <p>8.7 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate.</p>
<p>9. Understand the regulation of long residential tenancies</p>	<p>9.1 Identify whether a tenancy will qualify as a long residential tenancy</p> <p>9.2 Explain the security of tenure provisions relevant to long residential tenancies</p>	<p>9.1 Qualifying requirements under Leasehold Reform Act (LRA) 1967 and Leasehold Reform, Housing and Urban Development Act (LRHUDA) 1993.</p> <p>9.2</p> <ul style="list-style-type: none"> • Security of tenure; • Grant of new lease; • Possession and grounds; • Procedure.

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	<p>9.3 Analyse the effect of the enfranchisement and leasehold extension rules</p> <p>9.4 Analyse the principal regulations that govern the management of long residential tenancies</p> <p>9.5 Apply an understanding of the regulation of long residential tenancies to a given situation</p> <p>9.6 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>9.3 Enfranchisement rules under LRA 1967, Landlord and Tenant Act 1987 and LRHUDA 1993:</p> <ul style="list-style-type: none"> • Scope; • Limitations. <p>9.4 Principal areas:</p> <ul style="list-style-type: none"> • Regulation of service charges and management fees; • Right to manage; • Relevant provisions of Commonhold and Leasehold Reform Act 2002; • Limitations, eg scope and practical application. <p>9.5 Application of understanding to a given scenario.</p> <p>9.6 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate.</p>
<p>10. Understand the regulation of business tenancies</p>	<p>10.1 Identify whether a given tenancy will qualify as a business tenancy</p>	<p>10.1</p> <ul style="list-style-type: none"> • Qualifying requirements under Landlord and Tenant Act (LTA) 1954, s 23; • Statutory exclusions; • Relevant case law, eg <u>Brace v Read</u> (1963), <u>Addiscombe Garden Estates v Crabbe</u> (1956), <u>Groveside Properties Ltd v Westminster Medical School</u> (1983).

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	<p>10.2 Explain the procedures applicable to the continuation, termination and renewal of business tenancies</p> <p>10.3 Identify the circumstances in which a landlord may resist the grant of a new tenancy</p> <p>10.4 Analyse the statutory regulation of business premises</p> <p>10.5 Apply an understanding of the regulation of business tenancies to a given situation</p> <p>10.6 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>10.2</p> <ul style="list-style-type: none"> • Continuation under s 24 LTA 1954; • Other matters: <ul style="list-style-type: none"> ▪ statutory and preserved common law methods of termination, ▪ LTA 1954, s 27; ▪ notice procedures under LTA 1954, ss 25 and 26; ▪ renewal provisions (including agreed tenancies, variation of terms and interim rent). <p>10.3</p> <ul style="list-style-type: none"> • Grounds of opposition: LTA 1954, s 30 paras (a)-(g) and relevant case law: eg, <u>Capocci v Goble</u> (1987), <u>Yoga for Health Foundation v Guest and another</u> (2002), <u>Betty's Cafe Ltd v Phillips Furnishing Stores Ltd</u> (1958) and <u>S Franses Limited v The Cavendish Hotel (London) Ltd</u> (2018); • Compensation for disturbance and improvements, 1954, s 30. <p>10.4 Underlying aims; criticisms and limitations; opting out.</p> <p>10.5 Application of understanding to a complex scenario.</p> <p>10.6 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate.</p>
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Additional information about the unit	
Unit aim(s)	To accredit a broad and detailed understanding of Landlord and Tenant Law
Details of the relationship between the unit and relevant national occupational standards (if appropriate)	This unit may provide relevant underpinning knowledge and understanding towards units of the Legal Advice standards
Details of the relationship between the unit and other standards or curricula (if appropriate)	N/a
Assessment requirements specified by a sector or regulatory body (if appropriate)	N/a
Endorsement of the unit by a sector or other appropriate body (if required)	N/a
Location of the unit within the subject/sector classification	15.5 Law and Legal Services
Name of the organisation submitting the unit	CILEx (The Chartered Institute of Legal Executives)
Availability for delivery	1 September 2009

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