# Hill & Redman's Law of Landlord and Tenant

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This Bulletin includes material available up to 31 December 2013.

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## DIVISION A GENERAL LAW

### Unauthorised installation of air-conditioning units as trespass to roof and airspace – appropriate measure of damages – aggravated damages inappropriate when claimant was a company

*Eaton Mansions* (*Westminster*) *Ltd v Stinger Compania De Inversion SA* [2013] EWCA Civ 1308 is a further stage in the lengthy litigation (referred to in the principal work at **A[3403]**) arising from the unauthorised installation of air-conditioning units on the roof of flats forming part of the Grosvenor Estate, SW1. In that case ([2011] EWCA Civ 607) the tenant's act was held to be a trespass to the roof and airspace of his immediate landlord (EMWL). The High Court awarded damages, and EMWL appealed against the award. The Court of Appeal dismissed the appeal, on the basis that the damages should reflect the licence fee that a tenant might have paid: but that such licence would have been revocable, unassignable and of no value to a purchaser. The judge's figure of £6,000 was therefore correct.

The case is of particular interest to tort lawyers, as the Court of Appeal also rejected the landlord's appeal against the failure to award it aggravated damages, on the basis that such damages were to compensate a claimant for distress and injury to feelings, which were therefore inapplicable to a company. The Court took the opportunity expressly to overrule *Messenger Newspapers Group Ltd v National Graphical Association* (*1982*) [1984] IRLR 397 ([28] and [30]).

## Social landlord seeking anti-social behaviour injunction – whether district judge correct to invoke Equality Act 2010 and to decline to grant injunction on basis of defendant's alleged Asperger's syndrome when no medical evidence

*Swan Housing Association Ltd v Gill* [2013] EWCA Civ 1566 is a successful appeal against an extraordinary decision in the County Court. The appellant Housing Association was the landlord of a property that had been divided into two flats. They were seeking an anti-social behaviour injunction against the respondent G requiring him to re-instate access over a passageway, to remove a gazebo and greenhouses which were trespassing on the garden of the other flat and a passageway, to re-instate fencing, to refrain from interfering with a communal door, to refrain from using the property for business purposes, and to remove a CCTV camera. Although the breaches were largely conceded, G had in his evidence included a brief allegation that he suffered from Asperger's syndrome, and, on the strength of this DJ Dudley declined to grant the injunction, holding that the Appellant had, by disregarding the alleged disability, contravened ss 35 and 149 of the Equality Act 2010.

The Court of Appeal (Richards and Lewison, LJJ, and Coleridge J) had no difficulty in concluding that the lower court had fallen into error, and were prepared to make the injunction without remitting the matter for further consideration. The district judge had found that G suffered from Asperger's syndrome without having heard any medical evidence whatsoever, having relied upon his own medical dictionary. Indeed, Counsel for G did not seek to uphold the decision of the lower court on s 35. He did, however, seek to uphold the decision on the broader s 149 grounds, that the appellant and the court were bound by the public sector equality duty ('PSED') actively to further equality, arguing that this justified the district judge's refusal to grant an injunction. Again, the Court of Appeal rejected this contention. All the judges agreed that a court was not a public authority for the purposes of s 149, Lewison LJ (with whom Richards LJ agreed) holding that para 3 of Sch 18 to the Equality Act was clear on that point. Further, as there was no proper evidence that G had any relevant protected characteristic, then, assuming that the housing association was exercising public functions, the duty in its case to consider the PSED could not arise (see [27], [41]). Dicta in *R* (*Greenwich Community Law Centre*) *v Greenwich LBC* [2012] EWCA Civ 496 and *Pieretti v Enfield LBC* [2010] EWCA Civ 1104 were explained on the basis that they involved protected characteristics which were either proven or obvious.

## Service charge dispute – whether leaseholders had to pay VAT at rate applicable to commercial use and Climate Change Levy – effect of successful appeal on other litigants who had not appealed

*Macgregor v B M Samuels Finance Group plc* [2013] UKUT 0471 (LC) is an appeal to the Upper Tribunal (Mr Trott, FRICS) on a service charge dispute which raised a number of points. An appeal over whether certain administration charges were payable was conceded by the respondent. The appellant was successful on the part of the appeal which related to the insurance premium for 2009/10, and partially succeeded on the part of the appeal relating to the supply of electricity to the common parts: the UT holding that a works order for steps to be taken to stop tenants using sockets in the communal areas to abstract electricity did amount to evidence to support the appellant's allegations that the charges had, in that respect, not been reasonably incurred. Of wider significance is the decision of the UT that residential leaseholders were entitled to be supplied with electricity at the VAT rate applicable to domestic consumers of 5% rather than the higher rate of 17.5% (now 20%) and that they did not have to pay the Climate Change Levy that commercial customers had to pay.

Another aspect of the case with wider significance is that the original case had been taken to the LVT by nine leaseholders, but only one, the appellant, had chosen to appeal to the UT. The UT rejected the appellant's argument that the effect of the successful appeal was to require the landlord to make a refund to the other eight leaseholders as well. The appeal affected the position only as between the appellant and the respondent, and the other leaseholders were bound by the LVT decision. This would appear to be an area on which there was little previous authority.

## Service charge dispute – local authority landlord – whether 10% uplift in leases for 'administration' precluded council from also passing on share of indirect costs – whether 'Borough-wide' approach was permissible

*Southwark LBC v Paul and others, Southwark LBC v Benz* [2013] UKUT 0375 (LC) is an important appeal (heard by HHJ Karen Walden-Smith and Mr Andrew Trott, FRICS) which will offer considerable comfort to local authorities who are ground landlords as a result of the Right to Buy. Cases such as *Brent LBC v Hamilton* (2006) LRX/51/2005, *Norwich City Council v Marshall* (2008) LRX/114/2007, *Palley v Camden LBC* [2010] UKUT 469 (LC) and *Blackpool BC v Cargill* [2013] UKUT 0377 (LC) in Bulletin No 102 have all taken a fairly sympathetic stance towards local authority landlords, holding that the indirect cost of arranging repairs, window-cleaning, insurance, etc. is as much a maintenance cost as the direct cost of labour and materials. The instant case confirms this approach.

The Right to Buy leases adopted by Southwark LBC contained a provision that its lessees should pay the costs and expenses incidental to the carrying out and provision of various categories of works and services. They also included a provision that, if the Council did not employ managing agents, it could add a further ten % to the charge 'for administration'. A total of eight leaseholders challenged the fact that the council was adding a variable uplift to its direct costs to cover the share of the Council's overheads applicable to arranging and supervising those services, and then adding ten % to the uplifted cost to cover the service charge management costs per se.

In a lengthy and detailed judgment, the UT determined that the Council was entitled to charge both additional elements of the service charge viz the uplift and the ten % addition (the latter covering only the costs of the Council's Home Ownership Services and Tenant Management Division). Allowing in this respect the Council's appeal against the LVT's determination, the UT held that the two elements covered different areas of expenditure and was satisfied that there was no duplication. If the uplift were not allowed, the costs incurred by the Council in providing services to its leaseholders would have to be borne either by its renting tenants or by the Council tax payers generally:

'While the cases [i.e. those cited above] are clearly on their own facts with respect to whether a charge is reasonable, the issue as to whether indirect costs properly form part of the service charge is an issue of principle which we consider to be now well established.' (see [37]).

The Council therefore succeeded on the first issue in its appeal, which was the point of principle. It also succeeded on the second issue, which was whether both elements had been reasonably incurred. The UT made the interesting and useful observation – approving the observations of HHJ Green in *Westminster City Council v Pottle* (Central London County Court, 10 April 2000, unreported) – that, whilst Direct Time Recording might produce the most accurate figures for apportioning costs, the additional cost involved would not necessarily produce a lower overall figure for leaseholders. A balance had to be struck between 'effort and accuracy'. Further, the entire costs of such a system of time-recording would have to be borne by the leaseholders, as it was of no direct benefit to the Council or its renting tenants (see [75]).

The third issue in the appeal was whether the amounts demanded from each leaseholder were a 'fair proportion' of the total costs. The leaseholders objected to the use by the Council of figures which were based on costs incurred on a borough-wide basis, and relied on an LVT decision involving the same Council (*Taylor v London Borough of Southwark* LON/00BE/LSC/2006/0152 (known as '*Mandeville*')) which had rejected this approach. The UT overruled *Mandeville* in this respect, and held that this approach was permissible. The Council was assisted by the broad wording of its leases on this point which stated: '[the Council] may adopt any reasonable method of ascertaining the said proportion and may adopt different methods in relation to different items of costs and expenses'.

In the appeal against the decision involving Mr Benz, three issues were raised by way of cross-appeal. The UT accepted that the borough-wide approach could apply even to a Comprehensive Cleaning Contract; and accepted that, by restricting its claim to the £250 per unit limit, the Council could claim for drainage works on which it should have consulted. Mr Benz did, however, succeed on the third ground of his cross-appeal where the LVT, having accepted that the Council had failed to provide it with sufficient detailed information about certain drainage works, had said that it was prepared on this occasion to take an 'indulgent' line with the Council. This was taken as a concession that it had not properly applied the law, and the issue was remitted to the FTT for rehearing.

## Service charge dispute – local authority landlord – maisonettes with minimal common parts – whether share of standing expenses could be charged in years when no other expenditure

*Waverley BC v Arya* [2013] UKUT 0501 (LC) is another recent appeal (cf. *Blackpool BC v Cargill* [2013] UKUT 0377 (LC) in Bulletin No 102) dealing with the inclusion in service charges of the general costs borne by local authorities in managing the part of their estates which are now, due to the Right to Buy, held on long leaseholds. Although cases such as *Southwark LBC v Paul* [2013] UKUT 0375 (LC), and the other cases cited above, have all taken a fairly sympathetic stance towards local authority landlords, holding that the indirect cost of arranging repairs, window-cleaning, insurance, etc. is as much a maintenance cost as the direct cost of labour and materials, in the rather unusual circumstances of this case Mr Martin Rodger QC, sitting in the UT, took a rather tougher line.

The charges imposed by Waverley BC in the instant case at first glance hardly seemed excessive: the leaseholder A was refusing to pay a management charge of £30 – £35 p.a., and a charge for managing the block insurance policy of £17.50 p.a. The UT stressed, however, that what was recoverable depended on the wording of each lease. The unusual factor here was that the leasehold flat in question was a maisonette, in the strict sense used by some conveyancers: although the building was divided horizontally (and also vertically) there were no common parts, other than the main structure, as the upper flat was served by an external staircase. Although the Council covenanted to maintain the main structure, including the roof, it was a number of years since the Council had had to incur any expenditure on repairs, etc. Leaseholder A therefore objected to having to pay the annual general management charge, on the basis that no management had been required.

Perhaps somewhat surprisingly, the UT upheld the decision of the LVT accepting A's objections. Although there was a reference in the lease to the tenant paying for services undertaken "whether or not the tenant actually utilises those services" this was interpreted conservatively so as to relate to services provided in the building, or at least in the immediate vicinity. Although the Council had to maintain an infrastructure of officers to deal

with long leasehold issues, in the absence of any other charges being made, on the wording of the lease in question the Council could not pass on these indirect overhead costs. The UT did, however, rule that the leaseholder had to pay his proportionate share of the cost of administering the block insurance policy which covered all the Council's long leasehold properties.

## Additional works required – whether sufficient consultation under s 20 of the LTA 1985 had taken place – how Tribunal should make use of its experience as an expert tribunal

*Southern Land Securities Ltd v Hodge* [2013] UKUT 0480 (LC) is an appeal by the landlord against a decision of the LVT on an application relating to s 20 of the LTA 1985. The landlord had consulted on repairs to a front boundary wall, and railings surrounding a light well, and had accepted the lowest estimate. Whilst the works were in progress, some further work was apparently required, and some attempt was made to advise the leaseholders of the reasons for this. An additional price of £5,500 was negotiated for this, but at the end of the day the price for it turned out to be £7,735 plus VAT, and one of the leaseholders produced a quote from another builder suggesting that it could have been done for £1,510, which was the sum allowed by the LVT. The landlord appealed.

On the first ground, the leaseholder did not dispute that the landlord had sufficiently consulted on the additional work. The UT (HHJ Nigel Gerard and Mr McCrea, FRICS) therefore allowed this aspect of the appeal, noting that this was yet another instance where the LVT had taken upon itself to determine an issue which was not in fact in dispute between the parties. The UT dismissed the second ground of appeal, holding that the part of the wall and the railings which were the subject of the additional works had been in poor condition for a long time, and it was difficult to see how they could be held to fall within the scope of the original works. The third ground of appeal related to the finding that £1,510 was a proper sum for the additional works. The respondent leaseholder had obtained the estimate containing that sum at the last minute, had not submitted it to the ground landlord before the hearing, and the builder himself had not submitted a written statement or given oral evidence. The LVT appeared not to rely on that piece of evidence, but stated that they reached the view that it was a fair sum based on their own 'knowledge and expertise'. The UT repeated its previously stated view that, although the LVT as an expert tribunal was able to make use of its own experience, it should state the basis for that experience and knowledge and invite the parties' observations on it before coming to a decision. The UT's views on the value of the work would, of course, be relevant only if the ground landlord applied back to the FTT for dispensation from the consultation requirements.

## Terminal dilapidations claim – principles to be applied as to standard of repair, 'supersession' and statutory cap – whether judge's figures were soundly based on the valuers' evidence

*Sunlife Europe Properties Ltd v Tiger A*spec*t Holdings Ltd* [2013] EWCA Civ i1656 is an appeal against the decision of Edwards-Stuart J in a substantial terminal dilapidations claim heard in the Technology and Construction Court (reported as [2013] EWHC 463 (TCC) and noted in *Bulletin No 99*). It involved claims under two leases of premises in Soho which had been let on 35 year leases expiring in 2008. When originally demised, the properties had been fitted with state-of-the-art heating and air conditioning equipment, which T and its predecessors had admittedly not maintained well. When the leases expired S substantially re-equipped the premises, and presented T with a dilapidations claim for over £1.5m; with surveyor's fees, etc. its total claim came to over £2m. T, on the other hand, argued that the 'statutory cap' imposed by s 18(1) of the LTA 1927 should apply, on the basis that S were entitled to have back, not a building equipped with a standard of equipment appropriate to 2008, but a building equipped with the 1973 equipment, only in good repair. T argued that the buildings in such a state would have been unlettable, so, even if they had been handed back in good repair, S would still have incurred the expenditure that it did on upgrading them. In the course of the trial this argument became unsustainable as it became apparent that the building would have been re-lettable in 2009 with only minor upgrading, even if S had not carried out its major upgrading.

In his judgment (described by Lewison LJ in the CA as 'meticulous') Edwards- Stuart J had assessed damages assessed in accordance with common law at £1.3M, the value of the reversion in its actual condition at the end of the lease at £4,462,000, and the value of the reversion in the condition that it ought to have been in at £5,870,000. On these figures the statutory cap did not therefore apply. T, in the appeal, sought to reduce the final figure, so that the statutory cap would come into play. T argued that the judge's figure had not been based on the figures given by the valuation experts, but Lewison LJ took the view that the judge had been entitled to adjust their basic valuation figures to take account of building costs (which other experts had dealt with) and repairing liabilities (which were for the judge himself to decide) – see [39]. The appeal was therefore dismissed.

## Tenant in financial difficulties – agreement to surrender lease – one year's rent held in escrow – whether landlord entitled to that sum when it required a surrender and tenant subsequently went into administration

*Bristol Alliance Nominee No. 1 Ltd v Bennett* (otherwise *Re A/Wear UK* Ltd (in administration)) [2013] EWCA Civ 1626 involved an arrangement whereby the tenant company (A/Wear UK Ltd) was in financial difficulties

and had entered into an agreement with its landlord (BAN) whereby it agreed to surrender its lease, upon payment to the landlord of a sum equivalent to a year's rent (plus VAT). This sum (exclusive of VAT) was placed in an escrow account with BAN's solicitors, and the surrender was to be put into effect upon BAN serving notice to that effect upon the tenant. After BAN had served notice but before the surrender was completed A/Wear UK Ltd went into administration, and subsequently into creditors' voluntary liquidation. The administrators (who became the liquidators) refused to complete the surrender, on the basis that the surrender would disturb the *pari passu* distribution of the tenant's assets. The liquidators sought the directions of the court as to who was entitled to the sum held in escrow by the solicitors and as to whether BAN should be entitled to bring proceedings for specific performance of the surrender agreement. In the Companies Court Mr David Donaldson QC had held ([22]) that BAN was not entitled to the sum standing in the escrow account, and refused permission to BAN to bring proceedings for specific performance, holding that BAN could bring the tenancy to an end by forfeiting the lease (although then of course it would have to claim in the liquidation for the arrears of rent). BAN appealed.

Allowing the appeal, the Court of Appeal (Rimer, Kitchin and Christopher Clarke LJJ) held that, as BAN had served notice (ie that they wished the surrender agreement to be completed) on the tenant before the administration commenced, it was entitled to seek specific performance of that agreement ([25], [34]); the sum held in escrow was held by the solicitors as stakeholders, rather than as trustees ([24]); and BAN was entitled to seek SP on the basis that only the sum held in escrow would definitely be paid to it, and that it would 'take its chance' in the liquidation for the VAT which also became payable under the surrender agreement ([28]). The judgment contains (at [25]) a useful summary and analysis of the main principles that apply when a sum of money is held by a stakeholder.

## Notice bringing to an end an assured shorthold tenancy – whether notice needed to comply with s 21(1) or s 21(4) of the Housing Act 1988 – whether date could be specified using alternative formulations

*Spencer v Taylor* [2013] EWCA Civ 1600 considers the validity of the wording of a notice given to bring to an end an assured shorthold periodic tenancy. L had granted an assured shorthold tenancy for a fixed term of six months beginning on 6 February 2006, which was a Monday. On its expiry a periodic tenancy arose under which the rental periods were also weekly. The period of the tenancy accordingly ended on a Sunday. On 18 October 2011 L gave notice requiring possession, using a printed form. The notice required that possession be given up on 1 January 2012, or 'at the end of your period of tenancy which will end next after the expiration of two months from the service upon you of this notice.' The two months were up on 18 December 2011, and the Sunday after that was 23 December 2011. L conceded that 1 January 2012, being a Saturday, was not the last day of a period of the tenancy. Possession proceedings were not issued until April 2012.

The judge in the county court had held that the notice was valid, and the Court of Appeal agreed with him. Lewison LJ, giving the only reasoned judgment (with which Sir Brian Leveson, PQBD, and McFarlane LJ concurred), held that the case fell within s 21(1) of the Housing Act 1988 and that the three conditions set out there were satisfied. The Court was therefore bound to make an order for possession. Lewison LJ (at [12]–[15]) rejected the argument – accepted by some commentators – that a landlord could not serve a notice under s 21(1) once the fixed term had expired. This went against the express wording of s 21(1). Although the case had been argued in the County Court on the basis of whether or not the notice complied with s 21(4), on Lewison LJ's view of the law this was irrelevant ([21]). But, even if he were wrong on this, he said that although *Fernaxndez v McDonald* [2003] EWCA Civ 1219 had held that, if a single date were given in a notice, it had to be the last date of a period of a tenancy, *Lower Street Properties Ltd v Jones* (1996) 28 HLR 877 had held that a notice was valid if it did not express a date, but contained the formula by which the tenant could work the appropriate date out. He rejected the view that if a notice – as here – in effect specified ***two*** dates in the alternative, that automatically invalidated the notice. Applying the *Mannai* principle, a tenant would not be misled. It was clear that the calendar date (1 January 2012) was the primary date, but that the date to be derived from the alternative wording was intended to be a fall-back date. If a case should arise where both dates would satisfy the requirements of s 21(4) then Lewison LJ preferred to rule on that contingency if and when it mattered ([25]).

Although the practice of specifying dates using an alternative 'fall-back' wording is long-established, and is arguably desirable if landlords are not frequently to find that their notices fall foul of the technical rules surrounding notices to quit, it does seem to broaden the scope of the *Mannai* principle to argue that such alternative wordings fall within it.

## Notice to quit given by one of two joint tenants – whether decision that it did not amount to a 'disposition' had to be revisited under the HRA 1998 and art 8 of the ECHR

*Muema v Muema* [2013] EWHC 3864 (Fam) was heard in June 2013 but its neutral citation number suggests that it has only recently become widely available. Its factual background is the familiar *Hammersmith & Fulham LBC v Monk* [1992] 1 AC 478 scenario. The husband had sought to have the wife's notice to quit set aside under the Family Court's jurisdiction under s 37(2)(b) of the MCA 1973. Although the House of Lords in *Newlon Housing Trust v Alsulaimen* [1999] 1 AC 313 had held that a notice in these circumstances did not amount to a 'disposition' which would fall within the scope of s 37, it was argued that this would have to be revisited under the Human Rights Act 1998 and Art 8 of the ECHR. Peter Jackson J took the view that *Newlon* continued to be good law, relying on the decision of the Court of Appeal in

*Sims v Dacorum BC* [2013] EWCA Civ 12 (see Bulletin No 98): though it has been argued by the present Editor and others that that decision does not fully address the Human Rights Act issues.

## DIVISION B: BUSINESS TENANCIES

### Business tenancy held by two partners from one partner – whether partnership had been dissolved (application for a new tenancy remitted for rehearing)

*Lie v Mohile* [2013] EWCA Civ 1436 is essentially a case on the Partnership Act 1890, though the dispute arose in the context of an application for a new tenancy under Part II of the Landlord and Tenant Act 1954. The parties to the case are two general medical practitioners who were in partnership (and, as a result of the case, still are). The medical centre in which they practised was owned by Dr Mohile but was let by him to himself and Dr Lie. Disagreements arose and Dr M served notices on Dr L purporting to terminate their partnership under s 26 of the 1890 Act, and on himself and Dr L bringing their periodic tenancy to an end. Sitting in the Central London County Court, HHJ Taylor ruled that there was a tenancy rather than a licence (this ruling was not challenged), held that the tenancy had been determined, and that Dr L was not entitled himself to the grant of a sole tenancy under the LTA 1954. Dr L appealed, and it was conceded on appeal on behalf of Dr M that the partnership had not in fact been dissolved, apparently on the basis (nothing is specifically stated in the judgment) that it was a tenancy for a fixed term (the parties' joint lives) and that s 26 accordingly had no application. Each of the parties invited the Court of Appeal (Rimer, Christopher Clarke and Sharp, LJJ) to find in its favour, on the basis that this was implicit in the judgment of HHJ Taylor, but Rimer LJ held that, as the partnership continued, Dr L's application for a new tenancy had to be remitted for re-hearing. He raised the question of whether Dr L was entitled to apply for a tenancy on his own account, or whether the effect of s 41A of the LTA 1954 was that any application would have to be made by both tenants; he expressed no concluded view on this, however.

### Service charge dispute – whether landlord's costs were reasonably incurred as an administration charge – whether statutory restrictions on awarding costs overrode contractual provisions in the lease

*Christoforou v Standard Apartments Ltd* [2013] UKUT 0586 (LC) does not break new ground but clearly illustrates that leaseholders who challenge a service charge may not necessarily have the protection of the supposed 'no costs' regime of the LVT when it comes to paying their ground landlord's legal costs. The appellants were two of three leaseholders who refused to pay their service charges over a number of years, leading the landlord to make an application under s 27A of the LTA 1985 for a determination that the charges were payable. Although a minor reduction was made to the service charge, the charges were held to be substantially recoverable. The appellants' leases

provided for each leaseholder to indemnify the landlord against legal costs incurred in enforcing the lease covenants. The landlord sued for its costs, and the leaseholders challenged the claim, alleging that it was an administration charge, and had not been reasonably incurred. The leaseholders' appeal raised three issues, and a fourth was added before the UT at the invitation of the tribunal (Mr Martin Rodger, QC, Deputy President).

The first ground of appeal was that the costs did not fall within the scope of the lease clause, as the LVT's jurisdiction to determine service charge disputes under s 27A of the LTA 1985 was a free-standing one, and did not necessarily arise out of a breach of covenant. This contention was rejected, on the basis that in reality the s 27A application had been made because the leaseholders were refusing to pay the service charges. A secondary question which arose within this ground was whether the costs were, in fact, an 'administration charge'. The tribunal held that they were.

The second ground of appeal was that the landlord's legal costs had been calculated on a time-unit basis, with each unit being of six minutes duration, and it was argued that this inevitably inflated the landlord's costs, as some items of work might have taken a shorter time. Although the LVT had not dealt with this point in detail, the UT recognised that this basis of charging was a very familiar one, and held that as the landlord's solicitors had charged their client less than half of what they could have justified on this strict time basis, there was no merit in this objection.

A separate point (and the third ground of appeal) was that, even if the charge was a reasonable one, it was not proportionate. The landlord's total legal costs were around £14,000 plus VAT, whilst the total sum under consideration in the s 27A proceedings was around £15,000. Although the LVT had not considered 'head on' the issue of proportionality, it had clearly been in the minds of the LVT when considering the costs issue, as it was routinely a matter to be considered.

The fourth ground of appeal was that the LVT had erred in holding that paragraph 10(4) of Sch 12 to the Commonhold and Leasehold Reform Act 2002 did not operate to bar the respondent from recovering the costs it claimed to have incurred before the LVT. On this point the Deputy President followed previous decisions of the former Lands Tribunal (HHJ Rich QC) in *Canary Riverside Pte Ltd v Schilling* LRX/65/2005, and of the County Court (HHJ Levy QC) in *Staghold Ltd v Takeda* [2005] 3 EGLR 45. Paragraph 10(4) applied to the powers of the LVT to award costs, and did not override contractual provisions within leases.

## DIVISION E: LONG LEASES

### Right to Manage – whether Claim Notice was valid when one of the alleged participants had died – whether Claim Notice had been validly served on deceased's personal representatives

*Assethold Ltd v 7 Sunny Gardens Road RTM Co Ltd* [2013] UKUT 0509 (LC) offers guidance on a point of procedural law which must commonly arise.

The eponymous property was divided into three flats, and the leaseholders had got together to exercise the RTM and had consulted what the UT (Mr Martin Rodger, QC) described as 'a company purporting to specialise in RMT applications'. The RTM Company was incorporated on 24 April 2012 and a few days later served a notice under s 79 of the CLRA 2002 claiming the right to manage. No notice inviting participation under s 78 was served as it was believed that the three leaseholders were all members of the company. Unfortunately, the memorandum and articles of association has been signed by the leaseholders in July 2011, and in September 2011 one of them (Mrs F) had died. The ground landlord challenged the validity of the RTM notice, but the LVT upheld it, on the basis that, under the LRA 2002, and relying on *Brown & Root Technology Ltd v Sun Alliance & London Assurance Co Ltd* [2001] Ch 733, Mrs F had remained a qualifying tenant notwithstanding her death.

The UT did not accept this surprising finding. The LVT had failed to recognise that, whilst the *Brown & Root* case applied where there was an assignment, by s 27(5)(a) of the LRA 2002 a transfer of title to the personal representatives on the death of a registered proprietor took effect at law. The legal estate in the leasehold formerly owned by Mrs F was therefore vested, when the notices were given, in her executors (if she died testate) or in the Public Trustee (if she had died intestate and no grant had been made). She could not therefore be either a 'qualifying tenant' or a member or director of the RTM Company. The RTM company should therefore have given notice to her PRs under s 78 of the CLRA 2002. It was, however, held that a valid claim notice had been served on the PRs, in that, relying on s 111(5), a notice satisfying s 79(8) had been duly served on them when it was served by post on the flat, even if it had not actually come to their attention. Nevertheless because of the more basic defect, the respondent had to pay the costs of the application before the LVT under s 88(3). All this was, however, said to be without prejudice to any rights that the RTM Company might have to make a properly-constituted application for the RTM.

(case noted at: E.G. 2013, 1349, 75)

## Claim to exercise Right To Manage – whether claim notice was invalidated because of inaccuracy in Notice of Invitation to Participate

*Assethold Ltd v 13–24 Romside Place RTM Co Ltd* [2013] UKUT 0603 (LC) is another reported case where Assethold Ltd has successfully challenged the validity of an RTM claim notice. The respondent RTM company had served a claim notice under s 79 of the CLRA 2002 which included the statement prescribed under s 79(2) that a Notice of Invitation to Participate (NIP) had been served on each person entitled to receive it. The LVT accepted that this statement was inaccurate as the NIP had contained the name and details of the previous landlord rather than of A (the freehold reversion had been registered in the name of A about four weeks before the NIP was served). The LVT further decided that, following *Assethold Ltd v 15 Yonge Park RTM Co Ltd* [2011] UKUT 379 (LC), and *Assethold Ltd v 14 Stansfield Road*

*RTM Co Ltd* [2012] UKUT 262 (LC), the error could not be categorised as an 'inaccuracy' and thus saved by s 78(7): adopting, in effect, the construction put up on the sub-section by the previous cases, namely that it covered an inaccuracy of detail but not a complete failure to comply with a mandatory requirement. In spite of this finding, the LVT nevertheless went on to hold that the claim notice was valid, on the basis that no person had been prejudiced by the error in the NIP.

The UT (HHJ Huskinson) held that s 79 set out mandatory requirements, and s 78(7) saved NIP notices with minor inaccuracies, as understood in the 15 Yonge Park and *14 Stansfield Road* cases. The fact that no one had been prejudiced by the inaccuracy was not a legal argument (based on cases such as *Mannai*) which, strictly speaking, had been put before the Tribunal, as the RTM Co had filed a respondent's notice and statement and subsequently withdrawn from the proceedings. He would therefore hold that the claim notice was invalid. A somewhat cryptic statement by the Judge at [14] suggests that, even if a *Mannai* argument had been put forward, he would not have accepted it.

## Right to Manage – whether a single RTM Company could exercise the right in respect of more than one building – whether eligibility had to be calculated on a 'block by block' basis

*Ninety Broomfield Road RTM Co Ltd v Triplerose Ltd* [2013] UKUT 0606 (LC) is in fact three appeals against decisions of the Eastern and Midland LVTs, and a further application transferred up to the UT, so that the main issue of principle could be determined with the appeals. All four cases involved the unresolved issue of whether a single RTM Company could exercise the RTM in respect of more than one self-contained building. The difficulties that might result from insisting on a strict view of this, and the other difficulties that might result from allowing a more flexible approach, were canvassed in the Consultation prior to the enactment of the RTM in the CLRA 2002, but never resolved. The advice available on the Leasehold Advisory Service website appeared to accept that the RTM might be exercised in respect of more than one building, and there have been cases where LVTs have accepted that it may, but other authorities have been against it. An argument utilised in the instant case was that the RTM was intended to dovetail with the collective enfranchisement provisions of the Leasehold Reform, Housing and Urban Development Act 1993, and there are county court decisions to the effect that collective enfranchisement applies to a single building, decisions which are supported by the editors of *Hague on Leasehold Enfranchisement* at 21–02. Court of Appeal decisions, though not determinative of the issues in the instant case, have tended to take a more flexible stance in RTM disputes, and thus would point towards taking a similar line on the instant cases. One might point to the decisions in *Craftrule Ltd v 41–60 Albert Place Mansions* (*Freehold*) *Ltd* [2011] EWCA Civ 185, which held that the RTM might be exercised in respect of a self-contained part of a building which could itself be sub-divided into two or more different self-contained

units, or to the decision in *Gala Unity Ltd v Ariadne Rd RTM Co Ltd* [2012] EWCA Civ 1372 which held that the RTM might be exercised in respect of certain common areas even though the ground landlord might also retain management rights and duties over those common areas by virtue of its continued ownership of other properties.

The judgment, by Ms Siobhan McGrath (Chamber President of the FTT (Property Chamber)), sitting as a judge of the UT (Lands Chamber)) is a lengthy one, and it is not proposed to go through in detail the various arguments deployed. At the end of the day Ms McGrath adopted a purposive approach, and held that whether or not the RTM could be exercised had to be decided on a block by block approach, but that, once it was determined that more than one block was entitled to exercise the RTM, there was nothing in the CLRA 2002 to prevent those blocks that were eligible from exercising the RTM through a common RTM Company. A single claim notice would therefore suffice, but, in the interests of clarity, a single RTM Company might prefer to serve separate notices in respect of each block (see [94]).

As s 3 of the 1993 Act refers in similar terms to a 'building' the question must arise of whether a stricter meaning should be applied in the context of collective enfranchisement. It may in fact make no practical difference: it is clear from the instant case that *eligibility* to exercise the RTM has to be assessed on a block by block basis; and ss 122–3 of the CLRA 2002, requiring that collective enfranchisement be exercised via an RTE Company, have never been brought into force. There is clearly no reason why more than one block should not use the same Residents' Management Company as the nominee purchaser to acquire the freeholds of separate blocks – though they run the risk of one or more blocks subsequently deciding to exercise the RTE as against the 'global' RMC!

The judgment accepts ([89]) that the result of the decision could be that an RTM Company could exercise the RTM over a series of unrelated properties, though the RTM would of course remain bound by the terms of the respective leases. The Judge, however, takes the view that it is 'fanciful' to suggest that this is likely in practice to happen.

On balance the judgment seems a sensible one, though taking a strict line or a flexible line could present difficulties in a given situation. The present editor has long thought that most practitioners in this field – including tribunal judges – would probably agree whether, in any given scenario, it would be preferable for long leaseholders to exercise the RTM on a block by block or an estate-wide basis. The difficulty is to reflect that common view in legislation and case law.

## Right to Manage – meaning of requirement that building be 'structurally detached'

*No.1 Deansgate* (*Residential*) *Ltd v No 1 Deansgate RTM Co Ltd* [2013] UKUT 0580 (LC) is, as its name suggests, another case on the exercise of the RTM, but this time raising a discrete and narrow issue: what is meant by 'structurally detached' in s 72(2) CLRA 2002? Section 72 allows the RTM to

be exercised in respect of a 'self contained building or part of a building', but sub-section (2) requires the building to be 'structurally detached'. No 1 Deansgate was built as a mixed commercial/residential development between 1999 and 2002, with 82 flats on 14 floors, and with five commercial units at ground level. The LVT found that it had been built as a stand-alone building, but when properties were built on the adjacent sites, weathering features were introduced to cover the gaps between it and the adjoining properties, and prevent the ingress of water, but these attachments to the main building were not of a structural nature. Counsel for the landlord argued that the decision of Lord Wilberforce in *Parsons v Gage* [1974] 1 WLR 435, HL on the wording of s 2(2) of the LRA 1967 meant that one purely considered whether the building was 'detached' and the adverb 'structurally' did not add anything to it. Counsel for the RTM Co, on the other hand, sought to uphold the finding of the LVT that some meaning had to be given to the word, and it clearly required that the degree of any attachment had to in some way to relate to the structure. HHJ Huskinson in the Upper Tribunal agreed with the LVT, and dismissed the appeal.

(HHJ Huskinson did not follow Lord Wilberforce on the basis that, although he may have been setting out his views on s 2(2) of the LRA 1967, one could not argue that the same words should necessarily bear the same meaning in s 72(2) of the CLRA 2002. One may note, however, that the building in question in *Parsons v Gage* would not have satisfied even the looser definition of 'structurally detached' adopted in the instant case).

## Consultation requirements of s 20 of the LTA 1985 – how 30 day period for response by tenants should be calculated – whether issue had been raised by the tenants and whether LVT should have adjudicated upon it

*Trafford Housing Trust Ltd v Rubinstein and others* [2013] UKUT 0581 (LC) is a decision on whether the appellant THT had complied with the s 20 of the LTA 1985 consultation requirements prior to its entering into a qualifying long-term agreement (QLTA). The QLTA concerned an extensive estate, where most of the tenants were renting tenants, but eight properties were held on long leases, and the consultation requirements were therefore triggered. The LVT had held that the consultation notices had never been served on three of the eight respondents; that the notices did not comply with the requirements of the Regulations, in that only 28 days had been allowed for a response, instead of the stipulated 30 days; and the LVT had refused to grant a dispensation under s 20ZA. Permission to appeal was granted on the first and second grounds only. But as the appeal was intended to proceed by way of rehearing, and THT adduced no further evidence, the UT (HHJ Huskinson) had no alternative but to accept the LVT's finding on this point.

Most of the judgment is given over to discussion of how the time for consultation is to be calculated. The suggestion that time ran from the date on the notice, or the date when the notice was posted, was rejected: time ran

from the date when the notices were received, and, in the view of the Judge, the evidence suggested that the notices, which had been posted by first class post via TNT (an alternative mail company) would have arrived on the second day after they had been delivered to TNT. (The judge accepted that other leases might make specific provisions dealing with the time when notices should be deemed to be served, and that if registered post or recorded delivery – or its successors – were used, then s 196 of the LPA 1925 was of general application). On this basis the consultation period was one day too short. The appeal was dismissed, but THT had indicated an intention to apply back to the LVT for dispensation, following the decision of the Supreme Court in *Daejan v Benson* [2013] UKSC 14.

THT had additionally argued that as the leaseholder-respondents had not specifically raised the issue of whether the full 30 days had been allowed, then, relying on *Birmingham CC v Keddie* [2012] UKUT 323 (LC), the LVT should not have taken upon itself to examine this issue. HHJ Huskinson rejected this argument. The leaseholders had expressly raised the question of whether there had been proper consultation (see [12]); and the appellants, unlike the landlords in *Keddie*, had been given a full opportunity to address the point at the LVT hearing.

## Right to Manage – whether clam notice signed by RTM's solicitors had been validly signed – whether extent of 'appurtenant property' had to be specified

*Pineview Ltd v 83 Crampton Street RTM Co Ltd* [2013] UKUT 0598 (LC) is an appeal to the Upper Tribunal (Mr Martin Rodger, QC, Deputy President) against an LVT decision giving the respondent the RTM. The first ground of appeal was that the claim notice had not been validly signed because it had been signed in the name of solicitors on behalf of the RTM Company, rather than by an authorised officer or member of the Company, as the form prescribed by the 2010 Regulations arguably required. The UT rejected this argument and upheld the validity of the claim notice. Any discrepancies between the ways the various prescribed forms were worded illustrated a lack of a consistent approach on the part of the draftspersons, rather than a deliberate of use of different wording such as would justify the appellant's argument.

The second ground of appeal was that the claim notice was defective in that it did not specify the extent of the 'appurtenant property' over which the RTM was claimed. The UT also rejected this argument. It was accepted that it was not possible to exercise the RTM in respect of premises over which the RTM was already been exercised, but to avoid this it was sufficient that the premises themselves be specified. It was not necessary to specify the appurtenant parts as well. It was accepted that, as a result of the decision in *Gala Unity Ltd v Ariadne Court RTM Company Ltd* [2011] UKUT 425 (LC) (upheld by the Court of Appeal: [2011] UKUT 425 (LC)) it would be possible for an RTM Company to enjoy the right to manage certain appurtenant parts in common with the ground landlord, or indeed in common with another RTM Company.

## PERMISSION TO APPEAL

The Leasehold Advisory Service (LEASE) reports on its website that the Court of Appeal on 18 November 2013 granted the landlord permission to appeal out of time in *Phillips v Francis* [2012] EWHC 3650 (Ch), the controversial decision of the former Chancellor on how the consultation requirements under s.20LTA 1985 should be interpreted (see Bulletin No 97)

## NOTES ON CASES

89 *Holland Park* (*Management*) *Ltd v Hicks* [2013] EWHC 391 (Ch): J.H.L. 2013, 16(6), D132-D133; [2013] Comm. Leases 1995 -1999; and E.G. 2013, 1347, 122–123 (noted in Butterworths Property Law Service Bulletin No 134)

*Anders v Haralambous* [2013] EWHC 2676 (QB): E.G. 2013, 1348, 123 (noted in Bulletin No 102)

*Arnold v Britton* (2013] EWCA Civ 902: J.H.L. 2013, 16(6), D126-D127 (noted in Bulletin No 101)

*Re an Appeal by Alka Arora* [2013] UKUT 0362 (LC), LRX/171/2012: J.H.L. 2013, 16(6), D130-D131 (noted in Bulletin No 101)

*Avon Freeholds Ltd v Regent Court RTM Co Ltd* [2013] UKUT 213 (LC): J.H.L. 2013, 16(6), D128 (noted in Bulletin No 101)

*BDW Trading Ltd v South Anglia Housing Ltd* [2013] EWHC 2169 (Ch): J.H.L. 2013, 16(6), D127; and [2013] Comm. Leases 1994–1995 (noted in Bulletin No 101)

*Brezec v Croatia* (*7177/10*) *Unreported* July 18, 2013 (ECHR): J.H.L. 2013, 16(6), D123

*Burchell v Raj Properties Ltd* [2013] UKUT 0443 (LC): E.G. 2013, 1344, 94 (noted in Bulletin No 102)

*Elmbid Ltd v Burgess* [2013] EWHC 1489 (Ch): [2013] Comm. Leases 2000 (noted in Butterworths Property Law Service Bulletin No 135)

*Fairhold* (*Yorkshire*) *Ltd v Trinity Wharf* (*SE16*) *RTM Co Ltd* [2013] UKUT 0502 (LC) L. & T. Review 2013, 17(6), D52; and E.G. 2013, 1349, 75 (noted in Bulletin No 102)

*Francis v Brent Housing Partnership Ltd* [2013] EWCA Civ 912: J.H.L. 2013, 16(6), D133-D134 (noted in Bulletin No 101)

*Grimason v Cates* [2013] EWHC 2304 (Admin): J.H.L. 2013, 16(6), D128-D129

*Lee v Lasrado* [2013] EWHC 2302 (QB): [2013] Comm. Leases 1999 (noted in Bulletin No 101)

*Malik v Fassenfelt* [2013] EWCA Civ 798: N.L.J. 2013, 163(7583), 11–12; and [2013] Conv 516–529 (extended comment) (noted in Bulletin No 101)

*Marks and Spencer PLC v Paribas Securities Services Trust Co* (*Jersey*) *Ltd* [2013] EWHC 1279 (Ch): L. & T. Review 2013, 17(6), 218–221 (noted in Bulletin No 100)

*Martineau Galleries No.1 Ltd v Birmingham City Council* [2013] EWHC 3018 (Ch): [2013] Comm. Leases 1991–1994; and L. & T. Review 2013, 17(6), D47-D48

*Peel Land and Property* (*Ports No.3*) *Ltd v TS Sheerness Steel* [2013] EWHC 1658 (Ch): L. & T. Review 2013, 17(6), 221–225 (noted in Bulletin No 100)

*R.* (*on the application of Ground Rents* (*Regisport*) *Ltd v Upper Tribunal* (*Administrative Appeals Chamber*) [2013] EWHC 2638 (Admin) J.H.L. 2013, 16(6), D135 (noted in Bulletin 102)

*Rabiu v Marlbray Ltd* [2013] EWHC 3272 (Ch): E.G. 2013, 1347, 127 (noted in Bulletin No 102)

*Siemens Hearing Instruments Ltd v Friends Life Ltd* [2013] Lexis Citation 52l, [2013] All ER (D) 188 (Jul): N.L.J. 2013, 163(7587),17 (noted in Bulletin No 101)

*Sims v Dacorum Borough Council* [2013] EWCA Civ 12: [2013] E.H.R.L.R. 573–579 (noted in Bulletin No 98)

*Voyvoda v Grosvenor West End Properties, 32 Grosvenor Sq Ltd* [2013] UKUT 0334 (LC): J.H.L. 2013, 16(6), D129-D130 (noted in Bulletin No 101)

## ARTICLES OF INTEREST

*A Christmas tale* (review of 12 judgments in 2013) E.G. 2013, 1350, 93–95

*A coming of age* (use of ADR in commercial and residential property disputes) N.L.J. 2013, 163(7588), 24

*A fresh approach* (ADR in property disputes) N.L.J. 2013, 163(7581), 17–18

*Adjudication in a new landscape* K.L.J. 2013, 24(3), 316–342

*Business tenancy renewals – waiver by election and estoppel* L. & T. Review 2013, 17(6), 210–215

*Commercial Property update* S.J. 2013, 157(42), 31,33–34

*Cost of decommissioning* (leases of on shore wind farms) E.G. 2013, 1346, 105

*Damages and disrepair* E.G. 2013, 1349, 69

*Development and the Code* (property rights of telecommunications operators under the Electronic Communications Code) E.G. 2013, 1344, 92

*Diversification in a post-space race market* E.G. 2013, 1344, 95

*Do landlords or tenants need Part II of the Landlord and Tenant Act 1954?* L. & T. Review 2013, 17(6), 199–201

*Enlargement of long leases under section 153 of the Law of Property Act – a change in Land Registry practice* L. & T. Review 2013, 17(6), 216–217

*High hopes* ('green' clauses in business leases) E.G. 2013, 1344, 88–90

*High hurdles for green lettings* E.G. 2013, 1343, 116–118

*Hold over headaches* E.G. 2013, 1345, 73

*Is more regulation needed?* (property management standards, and regulation of letting agents) E.G. 2013, 1347, 126

*Landlord and tenant update* S.J. 2013, 157(44), 30–31

*Managing to improve sustainability* E.G. 2013, 1350, 101

*My family and other occupants: does ground 15A infringe article 14?* J.H.L. 2013, 16(6), 123–128

*Ownership and control in mixed-use development* E.G. 2013, 1345, 71

*Practitioner's page: CRAR – it's coming* L. & T. Review 2013, 17(6), 230–232

*Preserving the right to forfeit* (second of three articles for students on forfeiture) E.G. 2013, 1350, 98–99

*Property disputes: an age-old problem* (Chartered Institute of Arbitrators' service for property disputes) S.J. 2013, 157(44), 33

*Questions and answers: tenant's implied licence to enter landlord's premises in order to carry out repairs* L. & T. Review 2013, 17(6), 226–227

*Questions and answers: unlawful eviction – measure of damages under s.28(1) of the Housing Act 1988* L. & T. Review 2013, 17(6), 228–229

*Recent developments in housing law* Legal Action 2013, Nov, 29–34

*Recovery time* (CRAR scheme) E.G. 2013, 1343, 120–121

*Renewals post-Jackson* E.G. 2013, 1343, 119

*Responsibilities you cannot walk away from* (residual liability of landlord following grant of a full repairing and insuring lease) E.G. 2013, 1350, 96–97

*Right to manage: how tricky can it be?* E.G. 2013, 1349, 75

*Section 18(1) of the Landlord and Tenant Act 1927 – contracting out?* L. & T. Review 2013, 17(6), 207–209

*Shared ownership: a flawed model?* J.H.L. 2013, 16(6), 119–122

*The beginning of the end* (first of three articles for students on forfeiture) E.G. 2013, 1348, 118–119

*The maintenance men of the law* (interview with Prof Elizabeth Cooke of the Law Commission) E.G. 2013, 1346, 98–100

*The principle in Milmo v Carreras: when the term of a sub-lease equals or exceeds that of the head lease* [2013] Conv 509–515

*The specifics of performance* (guide to specific performance) E.G. 2013, 1346, 102–103

*When positive turns to negative* (positive covenants) E.G. 2013, 1343, 125

*When to use turnover rent leases* E.G. 2013, 1348, 121

*Where the law went wrong? – Joyner v Weeks* L. & T. Review 2013, 17(6), 202–206

*Which laws should be reformed?* E.G. 2013, 1345, 68–69

*Wrangling over reinstatement* E.G. 2013, 1344, 91

## OFFICIAL PUBLICATIONS

The Department for Communities and Local Government on 19 November 2013 published the detailed conditions which will be used by the Secretary of State when approving schemes offering redress for the work of lettings agencies and property management agencies: https://www.gov.uk/government/publications/the-redress-schemes-draft-conditions-for-approval

A House of Commons Library Standard Note SN/SP/6760 *Rent Control in the private rented sector* published on 21 November 2013 gives information on the regulation of rent in the private rented sector since the passing of the Housing Act 1988, and sets out arguments for and against rent control: http://www.parliament.uk/briefing-papers/SN06760.pdf

The Department for Communities and Local Government on 17 December 2013 published Guidance on the Right to Manage: www.gov.uk/government/collections/tenant-management-organisations-guidance

## PRESS RELEASES

The **Local Government Association** on 11 November 2013 issued a Press Release *Councils need powers to tackle private landlords ignoring problem tenants*:
www.local.gov.uk/media-releases/-/journal_content/56/10180/5658330/NEWS

The **Department for Communities and Local Government** announced on 20 November 2013 that it would be **reviewing its policy on smoke and carbon monoxide alarms**: https://www.gov.uk/government/news/government-to-review-policy-on-smoke-and-carbon-monoxide-alarms

The **Land Registry** announced on 28 November 2013 that from that date all historic price paid data for over 18 million properties, going back to 1995, would be available free to the public as part of its open data programme: http://www.landregistry.gov.uk/media/all-releases/press-releases/2013/land-registry-releases-its-historic-price-paid-data

## LEGISLATIVE PROPOSALS

**Housing (Wales) Bill 2013** – The Welsh Government has published a Bill which includes among its proposals a compulsory registration and licensing scheme for private sector landlords and for letting and managing agents.

## STATUTES

The **Mobile Homes (Wales) Act 2013** is an Act of the National Assembly for Wales, which received the Royal Assent on 4 November 2013. It extends only to Wales. Notes on its scope and effect are to be found on the legislation.gov.uk website.

## STATUTORY INSTRUMENTS

The **Housing (Right to Transfer from a Local Authority Landlord) (England) Regulations 2013**, SI 2013/2898, and made under s 34A of the Housing Act 1985, came into force on 5 December 2013.

The **Prevention of Social Housing Fraud Act 2013 (Commencement) (Wales) Order 2013**, SI 2013/2861, brought the Act into force in Wales on 13 November 2013.

The **Land Registration Fee Order 2013**, SI 2013/3174, comes into force on 17 March 2014. The principal changes are that fees are halved on electronic lodging of applications.

The **Redress Schemes for Lettings Agency Work and Property Management Work (Approval and Designation of Schemes) (England) Order 2013** (SI 2013/3192) came in to force on 14 December 2013.

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Published by LexisNexis

Printed and bound in Great Britain by Hobbs the Printers Ltd, Totton, Hampshire

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Paper from responsible sources
FSC® C020438

ISBN 978-1-4057-8494-8

9 781405 784948