

LEASEHOLD REFORM ACT 1967

Notice in Reply to Tenant's Claim

(1) Insert name and address of claimant.

To (1)

(2) Delete as appropriate.

1. I have received (1) [a copy of] your notice dated [] claiming the right to (2) [the freehold] [the tenancy] of the house and premises described in your notice (**See Note 1 overleaf**).

(3) Insert date.

(4) [I admit your right (subject to the questions as to the correctness of the particulars set out in your notice of the house and premises)] (**See Note 2 overleaf**).

(4) Delete if inapplicable.

3. (4) I do not admit your claim on the following grounds (5):

(6) Delete as appropriate or delete the entire paragraph if paragraph 2 has been deleted.

4. [The house and premises are within an area of a scheme approved under [section 19 of the Act] [section 70 of the Leasehold Reform, Housing and Urban Development Act 1993[a]] (6) (**See Note 3 overleaf**)

(7) Delete the entire paragraph, if inapplicable, or delete whichever of the first alternatives does not apply and the reference to section 17 or section 18, as the circumstances require.

5. [In my opinion, the house should be valued in accordance with section [9(1)](6), [9(1A)](6), [9(1B)](6) of the Act.] (6) (**See Note 4 overleaf**)

6. (7) [I intend to apply to the court for possession of the house and premises under (7) [section 17] [section 18] of the Act.] (**See Note 5 overleaf**)

(8) Delete the entire paragraph, if inapplicable.

7. I reserve the right to give notice under section 2 of the Act of my objection to the exclusion from the house and premises claimed by you or property let with the house and premises by you, or to the inclusion in the house and premises of parts lying above or below other premises in which I have an interest (8) (**See Note 6 overleaf**)

(9) Delete the entire paragraph if you are the claimant's immediate landlord and also the freeholder.

8. (9) This notice is given by me as the person designated by paragraph 2 of Schedule 1 to the Act as the reversioner of the house and premises.] (**See Note 7 overleaf**)

Date

(4) [The name and address of the solicitor or agent to whom further communications may be sent is:

NOTES

(References in this Form and these Notes to "the Act" are references to the Leasehold Reform, Housing and Urban Development Act 1968.)

1. This notice must be given within two months of the service of the notice of the tenant's claim. Where there is a chain of landlords, the time limit runs from the date of the first service of the claimant's notice to any landlord (Schedule 3, paragraphs 7(1) and 8(1) (a) to the Act).

2. If the landlord admits that he cannot later be able to exercise the claimant's right to have the freehold or an extended lease, unless he shows that he was misled by misrepresentation or concealment of material facts, but the admission does not conclude any question as to the merits of the particular claim for the house and premises as set out in the claim (Schedule 3, paragraph 7(4) to the Act).

3. Schemes approved under section 19 of the Act (provision of management powers for general benefit of neighbourhood) and section 20 of the Leasehold Reform, Housing and Urban Development Act 1993 (approved by the Royal Institute of Chartered Surveyors) provide that within a specified area the landlord will retain powers of management and rights against leasehold houses and premises in the event of the tenant acquiring the freehold.

4. Where section 9(1) of the Act applies, the purchase price and cost of enfranchisement is determined on the basis of the value of the land and there is no element of marriage value.

Where section 9(1A) of the Act applies, the purchase price and cost of enfranchisement is determined on the basis of the value of the land and the house including fifty percent of any marriage value or new section 9(1D) of the Act inserted by section 145 of the Commonhold and Leasehold Reform Act 2002(a). No marriage value is payable if the unexpired term of the lease exceeds thirty years (see new section 9(1E) of the Act inserted by section 146 of the Commonhold and Leasehold Reform Act 2002). The fact that the tenant has security of tenure will be taken into account in determining the price.

Where section 9(1C) of the Act applies, the purchase price and cost of enfranchisement is determined on the same basis as that under section 9(1A) of the Act, except that there is no security of tenure at the end of the lease, and additional compensation may be payable if the sale of the freehold results in the diminution of value or any other loss or damage in relation to any interest of the landlord in any other property.

5. If the landlord, on the assumption, where this is not admitted, that the claimant has the right (claimed) interest, apply to the court for an order for possession of the premises for reasons set out in section 17 or uses a residence under section 18 of the Act, the notice is not valid (Schedule 3, paragraph 7(3) of the Act). (Where a claim is to have a freehold, only certain public authorities or bodies can resist it on the ground of an intention to redevelop the property).

6. If the landlord intends to exercise subsection (4) (or section 2 of the Act) to the exclusion from the claim of property let with the house and premises to the tenant but not at the relevant time subject to a tenancy vested in him (in amendment to section 2(4) made by section 1(1)(d) of the Commonhold and Leasehold Reform Act 2002), or to the inclusion of part of the house and premises which prevents into other property of the landlord's, notice of his objection must be given before or with this notice, unless the right to give notice is exercised by this notice (Schedule 3, paragraph 7(2) to the Act). In any case, notice of the objection must be given within two months of the service of the claimant's notice.

7. Where there is a chain of landlords, this notice must be given by the landlord who is designated as "the reversioner" (see paragraphs 1 and 2 of Schedule 3 to the Act). For this purpose the reversioner is either a landlord whose tenancy carries an expectation of possession of the house and premises of 30 years or more after the expiration of all the inferior tenancies (or, if there is more than one such landlord, the one whose tenancy is nearest to that of the tenant or, if there is no such landlord, the freeholder).