

LANDLORD AND TENANT (COVENANTS) ACT 1995

Sections 7 and 8

PART I

Form 6: Landlord's Notice Applying for Release from Landlord Covenants of a Tenancy (Former Landlord Having Assigned Part of Reversion)

(1) Insert name and address.

To(1)

IMPORTANT— This notice is intended to release the former landlord of the property partially from his obligations under your tenancy. If you consider that there is good reason for the former landlord NOT to be released, you must act quickly. Read the notice and the notes overleaf carefully. If you are in any doubt about the action you should take, seek advice immediately from a solicitor or citizens advice bureau.

(2) See Note 1 overleaf.

1. This notice is given under section 8 of the Landlord and Tenant (Covenants) Act 1995(2).

(3) Insert the address and description of the property.

2. It relates to(3)

let under a lease dated _____ and made between

of _____ you _____ the tenant.

3. I/[We] as [I/we] formerly landlord of the property of which you are tenant and remained bound by all the landlord's obligations under the tenancy after transferring part of the landlord's interest, namely

The landlord's interest, or part of it(4) about to be transferred was transferred on

].
I/[We] wish to be released from [my][our] obligations with effect from the date of that transfer(5).

(4) Delete the alternative as appropriate.
(5) See Note 2 overleaf.

4. If you consider that it is reasonable for [me][us] to be released, you do not need to do anything, but I would help [me][us] if you notify [me][us] using Part II of this Form(6).

(6) See Note 3 overleaf.

5. If you do not consider it reasonable for [me][us] to be released, you **must** notify [me][us] of your objection, using Part II of this Form, within the period of **FOUR WEEKS** beginning with the date of this notice or I/[we] will be released in any event. You may withdraw your objection at any time by notifying [me][us] in writing.

(7) See Notes 4-6 overleaf.

6. All correspondence about this notice should be sent to the former landlord][former landlord's agent] at the address given below.

Date

Signature of [former landlord][former landlord's agent]

Name and address of former landlord

[Name and address of agent]

NOTES TO PART I

Release of former landlord

1. Your landlord is about to transfer his interest, or part of it, to a new landlord, or has just done so and a former landlord of the property is applying to be released from his obligation in relation to part of the landlord's interest, from which he was not released when he transferred that part himself. You have a number of options: you may expressly agree to the former landlord's being released; you may object to his being released (with the option of withdrawing your objection later); or you may do nothing, in which case the former landlord will automatically be released, with effect from the date of the present transfer, once four weeks have elapsed from the date of the giving of the notice. If you choose to oppose release, you must do so within four weeks of the giving of the notice.

Validity of notice

2. The former landlord is required to give this notice either before the transfer by the present landlord takes place or within the period of four weeks beginning with the date of the transfer. If the notice has been given late, it is not valid. You should read Note 4 below concerning the date of the giving of the notice.

Agreeing to release

3. If you are content for the former landlord to be released, you may notify him of this using Part II of this Form, and the former landlord will then automatically be released as from the date of the present transfer. If you do this, you may not later change your mind and object.

Objecting to release

4. If you think that it is not reasonable for the former landlord to be released, you may object to release by notifying the former landlord, using Part III of this Form. You must, however, do this within four weeks of the date of the giving of the notice. The date of the giving of the notice may not be the date written on the notice or the date on which you actually saw it. It may, for instance, be the date on which the notice was delivered through the post to your last address, or the date on which the person giving the notice actually saw it. If there has been any delay in your seeing this notice, you may need to act very quickly. If you are in any doubt, you should seek advice immediately. If you change your mind after objecting, you may consent instead, at any time, by notifying the former landlord **in writing** that you now consent to his being released and that your objection is withdrawn.

5. If you object within the time limit, the former landlord will only be released if **either** he applies to a court and the court decides that it is reasonable for him to be released, **or** you withdraw your objection by a notice in writing as explained in Note 4 above.

6. In deciding whether to object, you should bear in mind that if the court finds that it is reasonable for the former landlord to be released, or if you withdraw your objection late, you may have to pay costs.

LANDLORD AND TENANT (COVENANTS) ACT 1995

Form 6

Tenant's Reasons to Former Landlord's Notice Applying for Release from Landlord's Obligations as a Tenant (Former Landlord Having Assigned Part of Reversion)

(1) Insert name and address.

To(1)

1. This notice is given in accordance with section 8 of the Landlord and Tenant (Covenants) Act 1995.

(2) Insert the address and description of the property.

2. It relates to

let under a lease dated

and made between

of which you were formerly the landlord.

3. You remain bound by the landlord's obligations under the tenancy in relation to a part of the landlord's interest in which you previously assigned, namely

(3) Delete the alternative as appropriate.

You have applied to be released from these obligations, to the extent that they relate to that part, with effect from the date of a [proposed transfer] [transfer] of the landlord's interest.

(4) The tenant should select one version of paragraph 4 and cross out the other.
(5) See Note 1 overleaf.

4. (A) [I][We] agree to you being released from the landlord's obligations to that effect from the date of that transfer.

(6) See Notes 2 and 3 overleaf.

4. (B) [I][We] do not consider it reasonable that you should be released from the landlord's obligations, and consent to your being so released.

5. All correspondence about this notice should be sent to the [tenant][tenant's agent] at the address given below.

Date

Signature of [tenant][tenant's agent]

Name and address of tenant

[Name and address of agent]

Agreement to release

1. If the tenant has indicated agreement in paragraph 4 of the notice, you will automatically be released from the landlord's obligations under the tenancy to the appropriate extent with effect from the date of the transfer by the present landlord.

Objection to release

2. If the tenant has indicated an objection in paragraph 4 of the notice, you will not be released unless either the tenant later withdraws his objection or you apply to the County Court to declare that it is just and equitable for you to be released, and the court so declares. If you are not released, you may still apply for release when the reversion, or part of it, is next transferred, and it may then be sensible to make arrangements for you to be informed when the present landlord or transferee intends to transfer the landlord's interest in his turn.

Validity of notice on objection

3. A notice of objection by the tenant is only valid if he has given it to you within the period of four weeks beginning with the date on which you gave him your notice applying for release. If you are in any doubt you should seek advice before applying to the court.