

Unit 10



Title:	Landlord and 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	<p>1.1 Define leasehold property</p> <p>1.2 Analyse the essential characteristics of a lease</p> <p>1.3 Analyse the concept of exclusive possession</p> <p>1.4 Distinguish a lease from a licence</p>	<p>1.1 Statutory definition: s205(1)(xxvii) Law of Property Act 1925; s149 LPA 1925; relevant case law: eg, <i>Lace v Chantler (1944)</i>, <i>Prudential Assurance Co. Ltd v London Residuary Body (1992)</i></p> <p>1.2 Essential common law characteristics; relevant case law: eg, <i>Lace v Chantler (1944)</i>, <i>Prudential Assurance Co. Ltd v London Residuary Body (1992)</i>; relationship with contract</p> <p>1.3 Nature of exclusive possession including specific knowledge of the principles in <i>Street v Mountford (1985)</i>; general application and relevant case law: eg, <i>Family Housing Association v Jones (1990)</i>, <i>Westminster City Council v Clarke (1992)</i>; application in relation to shared occupation: eg, <i>Mikeover v Brady (1989)</i>, <i>Stribling v Wickham and Others (1989)</i>, <i>Antoniades v Villiers (1989)</i>; criticisms: eg, differing judicial attitudes</p> <p>1.4 Significance of the lease/licence distinction; judicial approaches to the lease/licence distinction; application in relation to residential and commercial leases; relevant</p>

	<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>case law: eg, <i>Street v Mountford (1985)</i> including recognised exceptions: eg, <i>Booker v Palmer (1942)</i>, <i>Errington v Errington and Woods (1952)</i>, <i>Norris v Checksfield (1991)</i> & <i>Bruton v London Quadrant Housing Trust (1997)</i></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>2.4 Apply an understanding of the formal requirements for the creation of a lease to a given situation</p>	<p>2.1 Fixed term; Periodic; Leases for lives and marriages; Perpetually renewable leases; Tenancies at will; Tenancies at sufferance; Tenancies by estoppel; relevant case law: eg, <i>Javed v Mohammed Aquil (1991)</i>, <i>Marjorie Burnett Ltd v Barclay (1981)</i></p> <p>2.2 Contracts to grant leases, s2 Law of Property (Miscellaneous Provisions) Act 1989; legal leases, s52 Law of Property Act 1925 and exceptions</p> <p>2.3 Contracts to grant leases; legal and equitable status; relationship between equitable leases and periodic tenancies and relevant case law: eg, <i>Walsh v Lonsdale (1882)</i>; failed transfers and relevant case law: eg, <i>First Post Homes v Johnson (1995)</i>; rights in relation to third parties; protection of leases in relation to registered and unregistered title</p> <p>2.4 Application of understanding to a complex scenario</p>

	<p>2.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>2.5 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate</p>
<p>3 Understand the express covenants of a lease</p>	<p>3.1 Describe the scope of express covenants</p> <p>3.2 Analyse the rules governing the regulation of qualified covenants</p> <p>3.3 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>3.1 Commonly encountered types of express covenant; covenants to pay rent; covenants to repair; user covenants; the “usual covenants”; criticisms, eg, the enforceability of absolute covenants, suggestions for reform</p> <p>3.2 Qualified covenants against alienation: common law principles; statutory rules: eg, ss19(1) & 19(1)(A) Landlord and Tenant Act 1927; associated case law: eg, <i>International Drilling Fluids Ltd v Louisville Investments (Uxbridge) Ltd (1985)</i>, <i>Straudley Investments Ltd v Mount Eden Land Ltd (1996)</i>; qualified covenants against alterations and improvements: differences; common law principles; statutory rules: eg, s19(2) Landlord and Tenant Act 1927; associated case law: eg, <i>Lambert v FW Woolworth & Co. Ltd (No.2) (1938)</i>; statutory duties and notice procedures under s19 Landlord and Tenant Act 1927, s1 Landlord and Tenant Act 1988, Housing Act 1988; compensation for improvements: eg. s3(1)(a) Landlord and Tenant Act 1927</p> <p>3.3 Position at common law; effect of the Landlord and Tenant (Covenants) Act 1995; indemnities, authorised guarantee agreements</p> <p>3.4 Application of understanding to a complex scenario, eg, identification of whether there has been a breach of the express obligations of a lease</p>

	<p>3.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>3.5 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate</p>
<p>4 Understand the obligations implied in a lease</p>	<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>4.3 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>4.1 Non-derogation from grant and relevant case law: eg, <i>Browne v Flower (1911)</i>, <i>Kenny v Preen (1963)</i>, <i>Southwark LBC v Mills (2001)</i>; quiet enjoyment and relevant case law: eg, <i>Birmingham, Dudley & District Banking Co v Ross (1888)</i>, <i>Aldin v Latimer Clark, Muirhead & Co (1894)</i>; 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> <p>4.2 Statutory repairing obligations especially under ss11 – 16 of the Landlord and Tenant Act 1985; associated common law principles, for example, in relation to the meaning and standard of repair; relevant case law: eg, <i>O'Brien v Robinson (1973)</i>, <i>Hopwood v Cannock Chase District Council (1975)</i>, <i>British Telecommunications plc v Sun Life (1995)</i>; s11(A) Landlord and Tenant Act 1985; Defective Premises Act 1972</p> <p>4.3 An explanation of breach in relation to the implied common law or statutory obligations; available remedies, eg, damages, set-off, injunctions</p> <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>5.3 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>5.1 An explanation of criminal and civil liability under Protection from Eviction Act 1977; minimum periods of protection; statutory tort of unlawful eviction</p> <p>5.2 Occupiers Liability Act 1957: implications for landlord or tenant; application to landlord and tenant: situations when liability may arise; position in relation to independent contractors; position in relation to third parties; relevant case law: eg, <i>Wheat v Lacon (1966)</i>, <i>Roles v Nathan (1963)</i>; defences; Occupiers Liability Act 1984: implications for landlord or tenant; Defective Premises Act 1974.</p> <p>5.3 Implications for landlord or tenant; application to landlord and tenant: situations when liability may arise; position in relation to neighbours; position in relation to other tenants and third parties; relevant case law: eg, <i>Sampson v Hodson-Pressinger (1981)</i>; defences, including reasonableness; remedies, eg, damages and the availability of injunctions</p> <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 Effluxion of time; notice to quit; break clauses; rescission; surrender; merger; enlargement; disclaimer; relevant case law; the impact of statutory intervention, eg, Housing Act 1988</p>

	<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 the common law rules governing termination, especially in relation to effluxion of time and notice to quit; relevant case law: eg, <i>Reed Personnel Services v American Express Ltd (1996)</i>, <i>Centaploy v Matlodge Ltd (1973)</i> & <i>Barrett v Morgan (2000)</i></p> <p>6.3 Principal remedies available for breach of covenant: Distress, including the impact of the Human Rights Act and <i>Fuller v Happy Shopper Ltd (2001)</i>; Forfeiture, current procedure and proposals for reform; Commercial Rent Arrears Recovery (CRAR) scheme.</p> <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>
<p>7 Understand the operation of the Rent Act 1977 in relation to residential leases</p>	<p>7.1 Identify whether a given tenancy will qualify for protection under the Rent Act 1977</p> <p>7.2 Identify the circumstances in which possession will/may be granted</p>	<p>7.1 Protected tenancies: qualifying requirements and statutory exclusions and relevant case law, eg, <i>Curl v Angelo (1948)</i>, <i>Horford Investments v Lambert (1976)</i>, <i>Hampstead Way Investments v Lewis-Weare (1985)</i>; statutory tenancies: succession rules (as amended); relevant case law, eg, <i>Tickner v Hearn (1960)</i>, <i>Fitzpatrick v. Sterling Housing Association Ltd (1997)</i>, <i>Ghaidan v Mendoza (2004)</i></p> <p>7.2 Grounds for possession: mandatory and discretionary grounds, ss98 & 100 Rent Act 1977, sch.15 Rent Act 1977; relevant case law, eg, <i>Lal v Nakum (1981)</i>, <i>Lipton v Whitworth (1994)</i></p>

	<p>7.3 Analyse the impact of the Rent Act 1977</p> <p>7.4 Apply an understanding of the operation of the Rent Act 1977 to a given situation</p> <p>7.5 Critically evaluate a given issue of situation to predict probable legal implications</p>	<p>7.3 Underlying aims: rent control and security of tenure; criticisms and limitations; impact on lease/license distinction; statutory amendments</p> <p>7.4 Application of understanding to a complex scenario</p> <p>7.5 A reasoned opinion of likely legal implications, including remedies and defences, where appropriate</p>
<p>8 Understand the operation of the Housing Act 1988 in relation to residential leases</p>	<p>8.1 Identify whether a given tenancy will qualify for protection under the Housing Act 1988</p> <p>8.2 Distinguish an assured from an assured shorthold tenancy</p> <p>8.3 Identify the circumstances in which possession will/may be granted</p> <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</p>	<p>8.1 Qualifying requirements, statutory exclusions and relevant case law: eg, <i>Curl v Angelo (1948)</i>, <i>Horford Investments v Lambert (1976)</i>, <i>Trustees of Henry Smith's Charity Kensington Estate v Wagle (1990)</i>; succession rules</p> <p>8.2 Creation and notice requirements, eg, s20 Housing Act 1988; Housing Act 1996 amendments; grounds for possession; other principle differences, eg, security of tenure, rent review</p> <p>8.3 Grounds for Possession: mandatory and discretionary grounds, ss7, 9 & 89 Housing Act 1988; notice requirements, s8 Housing Act 1988; possession procedures</p> <p>8.4 Underlying aims: rent control and security of tenure; criticisms and limitations; impact on lease/license distinction; impact of the Housing Act 1996</p> <p>8.5 Deposit Schemes; relevant safety regulations</p> <p>8.6 Application of understanding to a given</p>

	<p>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>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>9.3 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>9.1 Qualifying requirements under the Leasehold Reform Act 1967 and the Leasehold Reform, Housing and Urban Development Act 1993</p> <p>9.2 Security of Tenure; grant of new lease; possession and grounds; procedure</p> <p>9.3 Enfranchisement rules under the Leasehold Reform Act 1967, Landlord and Tenant Act 1987 and the Leasehold Reform, Housing and Urban Development Act 1993; scope; limitations</p> <p>9.4 Regulation of service charges and management fees; right to manage; provisions of the Commonhold and Leasehold Reform Act 2002; limitations, eg, scope and practical application</p> <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 Qualifying requirements under s23, Landlord and Tenant Act 1954; statutory exclusions; relevant case law, eg, <i>Brace v Read (1963)</i>, <i>Addiscombe Garden Estates v Crabbe (1956)</i>, <i>Groveside Properties Ltd v Westminster Medical School (1983)</i></p>

	<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 Continuation, s24 Landlord and Tenant Act 1954; statutory and preserved common law methods of termination, s27 Landlord and Tenant Act 1954; notice procedures under s25 Landlord and Tenant Act 1954; renewal provisions including agreed tenancies, variation of terms and interim rent</p> <p>10.3 Grounds of opposition, s30 para (a)-(f) Landlord and Tenant Act 1954 and relevant case law: eg, <i>Capocci v Goble (1987)</i> and <i>Yoga for Health Foundation v Guest and another (2002)</i>; compensation for disturbance and improvements, s30 Landlord and Tenant Act 1954</p> <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
Unit expiry date	31 December 2010
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)	Na
Assessment requirements specified by a sector or regulatory body (if appropriate)	Na
Endorsement of the unit by a sector or other appropriate body (if required)	Na
Location of the unit within the subject/sector classification	15.5 Law and Legal Services
Name of the organisation submitting the unit	ILEX (Institute of Legal Executives)
Availability for use	Available to all Awarding Bodies to award credit (shared)
Availability for delivery	1 September 2009