

## Commercial Legal Matters

### Ground (f) demolition and reconstruction

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## Basic 1954 Act definitions

- The holding
- Competent landlord
- Qualifying tenant



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## Contracting out



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## Statutory methods of terminating business tenancies

- Section 25 notices
- Section 26 requests
- Section 27(1) notices
- Section 27(2) notices
- Section 24(3) notices

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## Applications to Court



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## Ground (f)

*That on the termination of the current tenancy the landlord intends to demolish or reconstruct the premises comprised in the holding or a substantial part of those premises or to carry out substantial work of construction on the holding or part thereof and that he could not reasonably do so without obtaining possession of the holding.*

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## Overview of the Court's task

1. Identify what works to carry out
2. Any of works should be excluded
3. Do any remaining works fit into one or more individual categories of work in ground (f)

## Works falling under ground (f): General

1. Demolition of whole of premises comprised in holding.
2. Reconstruction of whole of premises comprised in holding.
3. Demolition of substantial part of premises comprised in holding.
4. Reconstruction of substantial part of premises comprised in holding.
5. Carrying out substantial work of construction of whole of premises comprised in holding.
6. Carrying out substantial work of construction on part of premises comprised in holding.



## Ground (f): Demolition

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## Ground (f): Reconstruction



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## Ground (f): Construction

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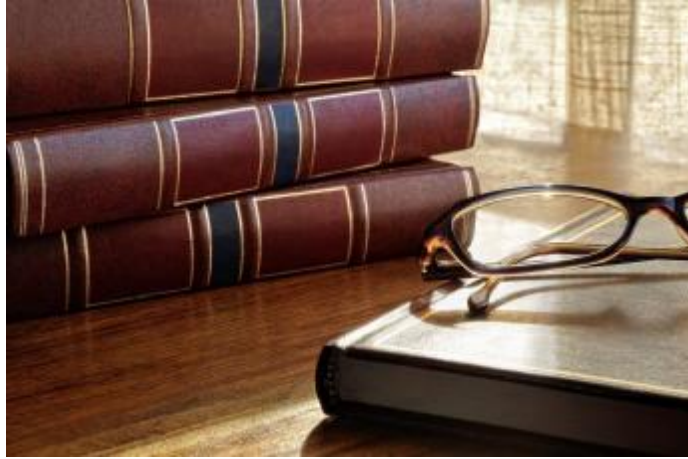


## Substantiality of works

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## Practical points: work qualifying



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## Intention

- Has the landlord genuinely decided to do the works?
- How realistic is it for the landlord to do the work?

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## Intention contrasted with motive



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## Intention: has landlord decided to do works?



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## Intention: how realistic is it for the landlord to do the works?



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## When must landlord carry out works?

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## Redevelopment break clauses



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## Does landlord need possession of premises?



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## Section 31A

(a) the tenant agrees to the inclusion in the terms of the new tenancy of terms giving the landlord access and other facilities for carrying out the work intended and, given that access and those facilities, the landlord could reasonably carry out the work without obtaining possession of the holding and without interfering to a substantial extent or for a substantial time with the use of the holding for the purposes of the business carried on by the tenant; or

(b) the tenant is willing to accept a tenancy of an economically separable part of the holding and either paragraph (a) of this section is satisfied with respect to that part or possession of the remainder of the holding would be reasonably sufficient to enable the landlord to carry out the intended work.

## Section 31A(1)(a): giving landlord access for works without interfering with tenant's business



## Section 31A(1)(b): economically separable



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## Tactical: acting for landlord



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## Tactical: acting for tenant



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## If all else fails....



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Any  
questions ?

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## Today's speaker



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