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Welcome to the inaugural LFL Legal Update

It is now just over a year since Leases for Landlords opened its laptop for business as a department within Read Roper and Read Solicitors in Manchester. In that time we have assisted numerous landlords with their lease-related matters whilst at the same time forming a reputation as a leading legal service for landlords and agents of commercial properties. Our Legal Update provides us with the chance to share our expertise with you and at the same time we welcome **your feedback** on any commercial landlord and tenant matters which you would like to see covered in future issues.

Claiming Rent from Administrators

In an economic downturn, understanding your rights when facing tenants in financial difficulty is crucial.



In a recent High Court case the administrators remained in occupation of part of a property during the administration and sublet the remaining parts. The Court held that the landlord (Goldacre (Offices) Limited) could recover the rent for the whole of the property as an expense of the administration – which will almost always be paid.

Marketing a property for sale or storing goods in a property have both previously been regarded in different contexts by the courts as “occupation”.

Before accepting a surrender or assignment from administrators, landlords should consider whether the administrators have been using the property in any way. If they have, you may well choose to bring the Goldacre decision to their attention. Don't expect to be popular.

Double Rent

Two statutes dating back to the reign of George II can be useful weapons for a landlord faced with a tenant unwilling to vacate commercial premises.

The Distress for Rent Act 1737 and the Landlord and Tenant Act 1730 allow for double the rent or double the value of the premises to be charged to a tenant not having security of tenure which has failed to heed written notice from the landlord to vacate the premises.

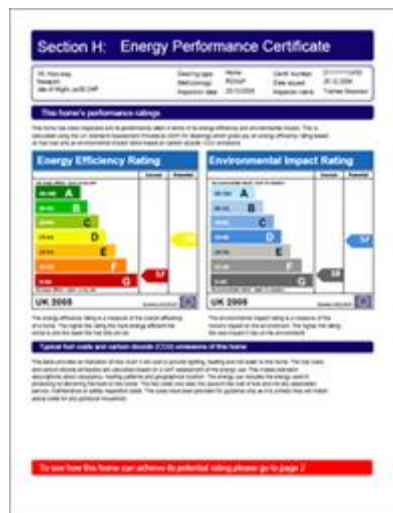
If a landlord issues court proceedings to recover vacant possession of commercial premises, a claim for double rent and double value ought to be considered along with a claim for possession.

Assignments and EPCs

Energy Performance Certificates (EPCs) were introduced in 2008. Although there has so far been little sign of local authorities enforcing the legislation, landlord's should be wary of letting properties requiring an EPC, without a valid EPC.

Where a tenant wishes to assign or underlet a property, it also has a duty to provide the prospective occupant with an EPC. It is perfectly reasonable for landlords to request that the tenant obtains an EPC in these circumstances with this requirement included within any Licence to Assign or Underlet. By ensuring an EPC is carried out, any risk of penalties for owning a property without an EPC is absolutely negated.

EPCs are valid for ten years. By obliging a tenant to provide the landlord with a copy of the EPC, the landlord may well end up saving money down the line should the property be re-let the property at any point in the next ten years.



Disclaimer

This newsletter is provided for information purposes only and does not constitute legal advice. If you have any specific queries or comments please contact us.

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The Big Issue

Here is your chance to win a £50 donation to a charity of your choice.

Landlords are often faced with situations whereby a tenant being a limited company avoids the need to apply for an assignment (which may not have been granted) by simply transferring ownership of the company to the interested party. Obviously, this is far from ideal from a landlord's perspective. What is the best way to stop this practice?

The best answer received will entitle the writer to nominate a charity of its choice to receive a £50 donation. Editor's decision is final. You must submit your response before 1 April 2010 and be prepared to justify your response.

About Us

Leases for Landlords is a specialist legal service which operates as a department within **Read Roper and Read Solicitors**. We offer assistance to landlords of commercial property with lease-related matters. Our technology-led approach is focussed solely on assisting landlords with lease-related matters enabling us to provide our clients with a highly efficient and cost effective service.

Features such as our online portal, daily email updates and secure electronic document storage are just some aspects of our unique way of connecting with our clients' needs. From a lock up shop in Blyth to an industrial estate in Runcorn and a multi-let office in Brentford, we can help you. Please **contact us** for more information.