

Renewing a lease

Property Disputes

Where a landlord has not excluded Landlord and Tenant Act 1954 provisions, either the landlord or the tenant can apply to have a new lease granted. This saves time and money and ensures minimal disruption for your business. It also puts the person making the request in the driving seat about the terms of the new lease. The terms you suggest will form the new lease and so it is crucial to seek legal advice before starting the procedure to avoid any conflict at a later stage.

An approximate timeline would be:

- 6-12 months before the lease renewal date, serve a s.26 notice on the landlord containing proposals for the new tenancy
- if the landlord opposes the renewal or the terms proposed, he must serve the tenant a notice stating this within 2 months of receiving the s.26 notice. There are a number of reasons that the landlord can validly oppose the renewal of a lease, including non-payment of rent or breach of the terms of the lease
- if necessary, the tenant may apply to court (within certain time limits) to order a new tenancy of a term up to 15 years or alternatively to make an order settling the terms of the proposed tenancy
- lease renewed on agreed terms.

If you have any questions concerning a lease renewal, contact our Property Disputes team for a no obligation chat on 0800 923 2064.