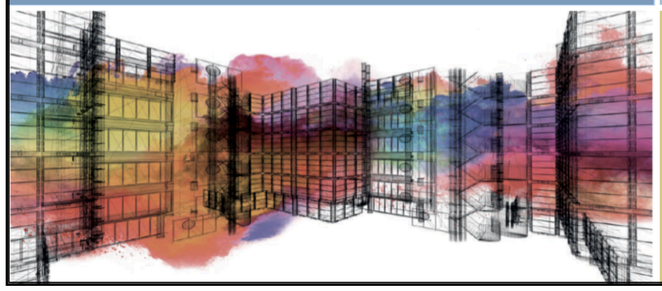
THE PRINCIPLES OF LAND LAW
EMMA LEES

Private Sector Tenancies



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PRIVATE SECTOR TENANCIES
- PRIVATE LANDLORDS
- HOUSING ASSOCIATIONS

RENT ACT TENANCY

Section 1, Rent Act 1977

TENANCY - LET
- Tenancy at will is covered, *Chamberlain v Farr*

HAS THE "HOUSE" BECOME ATTACHED TO THE LAND?
- *Chelsea Yacht & Boat Club v Pope*
- *Mew v Tristmire*
- *Elitestone v Morris*
- *R v Nottinghamshire Rent Officer ex. p Allen*

IS THE "HOUSE" A DWELLING?
- *Wright v Howeel*
- *Curl v Angelo*
- *Wimbush v Cibulia*
- *Metropolitan Properties v Barder*
- *Kavanagh v Lyroudias*
- *Westminster CC v Clarke*
- *Uratemp Ventures v Collins*

AS - PURPOSE
- As indicated in the original lease, *Ponder v Hillman, Cooper v Henderson*

A - SINGLE DWELLING
- *St Catherine's College v Dorling*
- *Langford Property v Goldrich*
- *Grosvenor Estates v Amberton*
- *Whitty v Scott-Russell*

SEPARATE DWELLING
- *Neale v Del Soto*
- *Cole v Harris*
- *Goodrich v Paisner*

TENANT OCCUPIES
- *Brickfield Properies v Hughes*
- *Hampstead Way Investments v Lewis-Weare*

AS RESIDENCE
- *Hampstead Way Investments v Lewis-Weare*

THE TENENCY IS NOT OTHERWISE EXCLUDED

RENT ACT 1977: SECTIONS 4 - 24

ASSURED TENANCY

Section 1, Housing Act 1988

15TH JAN 1989

TENANCY - LET
- Tenancy at will is covered, *Chamberlain v Farr*

HAS THE "HOUSE" BECOME ATTACHED TO THE LAND?
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- *Cole v Harris*
- *Goodrich v Paisner*

SECTION 3 - SHARING FACILITIES WITH SOMEONE OTHER THAN THE LANDLORD, SECTION 3 REAPPLIES PROTECTION AS LONG AS THERE IS "SEPARATE ACCOMMODATION"
- *Miller v Eyo*

SECTION 4 - SUB-LET - T1 IS A PROTECTED TENANT IF HE REMAINS IN OCCUPATION. T2 WILL NOT BE.

TENANT OCCUPIES
- Crawley BC v Sawyer
- *Hammersmith and Fulham LBC v Clarke*

AS ONLY OR PRINCIPAL HOME
- *Ujima Housing Association v Ansah*
- *Sumeghova v McMahon*

TENANT IS AN INDIVIDUAL
- *Hiller v United Dairies*
- *Hilton v Plustitle*

THE TENENCY IS NOT OTHERWISE EXCLUDED

HOUSING ACT 1988: PART 1, SCHEDULE 1

ASSURED SHORTHOLD TENANCY

Section 19A Housing Act 1988

28TH FEBRUARY 1997

TENANCY - LET
- Tenancy at will is covered, *Chamberlain v Farr*

HAS THE "HOUSE" BECOME ATTACHED TO THE LAND?
- *Chelsea Yacht & Boat Club v Pope*
- *Mew v Tristmire*
- *Elitestone v Morris*
- *R v Nottinghamshire Rent Officer ex. p Allen*

IS THE "HOUSE" A DWELLING?
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- *Curl v Angelo*
- *Wimbush v Cibulia*
- *Metropolitan Properties v Barder*
- *Kavanagh v Lyroudias*
- *Westminster CC v Clarke*
- *Uratemp Ventures v Collins*

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- *Langford Property v Goldrich*
- *Grosvenor Estates v Amberton*
- *Whitty v Scott-Russell*

SEPARATE DWELLING
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- *Cole v Harris*
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SECTION 3 - SHARING FACILITIES WITH SOMEONE OTHER THAN THE LANDLORD, SECTION 3 REAPPLIES PROTECTION AS LONG AS THERE IS "SEPARATE ACCOMMODATION"
- *Miller v Eyo*

SECTION 4 - SUB-LET - T1 IS A PROTECTED TENANT IF HE REMAINS IN OCCUPATION. T2 WILL NOT BE.

TENANT OCCUPIES
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- *Hammersmith and Fulham LBC v Clarke*

AS ONLY OR PRINCIPAL HOME
- *Ujima Housing Association v Ansah*
- *Sumeghova v McMahon*

TENANT IS AN INDIVIDUAL
- *Hiller v United Dairies*
- *Hilton v Plustitle*

THE TENENCY IS NOT OTHERWISE EXCLUDED

HOUSING ACT 1988: PART 1, SCHEDULE 1

THE TENANCY IS NOT AN ASSURED TENANCY

SCHEDULE 2A HOUSING ACT 1988

Paras 1 & 2: tenancies excluded by notice

Para 3: tenancies containing exclusionary provision

Para 4: tenancies under section 39

Para 5 former secure tenancies

Para 5A former demoted tenancies

Para 6: tenancies under sch 10 Local Government and Housing Act 1989

Paras 7 & 8: tenancies replacing non-shortholds

Para 9: assured agricultural occupancies