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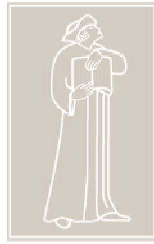

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PROPERTY LAW BULLETIN

APRIL 2006

CASE LAW UPDATE

ASSURED SHORTHOLD TENANCIES

The Court of Appeal considered (again) the issue of s.21(4) Housing Act 1988 notices, a subject which continues to be something of a bugbear for landlords. The Court considered the earlier decisions of ***Lower Street Properties Ltd v Jones*** [1996] 26 HLR 877 and ***Fernandez v McDonald*** [2003] EWCA Civ 1219, [2004] 1 WLR 1027. The issue arising on appeal was whether the words *"at the end of the period of your tenancy"* meant the same as *"after the end of the period of your tenancy."* The Court of Appeal agreed with the judge below that they did. The phrase *"at the end of the period of your tenancy"* does not mean the same as *"on the last day of the period of your tenancy."* The last moment of time on one day is not the same as the first moment of time on the next. *"At the end of the tenancy"* means *"after the end of the tenancy."* It does not refer to the split second in time when the tenancy comes to an end. It is a normal use of language in a temporal context to use the phrase *"at the end of"* to mean *"after the end of."* Thus a request to an audience that they should remove all their belongings *"at the end of the concert"* is not asking the audience to do something at the split second when the last note is played. It is asking them to do something after the end of the concert. ***Notting Hill Housing Trust v Roomus*** [2006] EWCA Civ 407; full transcript available on www.bailii.org

BOUNDARY DISPUTES

There was an ambiguity in a plan attached to a transfer, in that a width was marked as 40 feet but was only 30 feet if the scale of the plan was applied. The court held that the plan must be given its natural meaning in the light of surrounding circumstances. There is no invariable rule of law that a marked dimension must be preferred to a scale, or vice versa. Where there is a conflict between dimensions in figures and dimensions arrived at from a scale, the conflict is to be resolved by reference to such inferences as may be drawn from topographical features which existed when the conveyance or transfer was executed. ***Emmanuel Cook v JD Wetherspoon Plc*** [2006] EWCA Civ 330; full transcript available on www.bailii.org

COVENANTS

The claimant wished to demolish a property of which she was the freeholder in order to build eight apartments. The defendants were the owners or tenants of neighbouring properties. The parties' properties had all previously been in the same ownership and the claimant's land had been sold first, by a 1953 conveyance containing various covenants by the purchaser *"for the benefit and protection of the Vendor's said adjoining property hereafter remaining unsold and any part of such property hereafter sold with the benefit of this present covenant."* The covenants included a restriction against building anything more than a single dwelling-house with garage. No equivalent covenant was contained in a subsequent conveyance of the land now owned by the defendants. The defendants sought the benefit of the covenant but were unsuccessful. It was held that in a conveyance in which a covenant was said to benefit land which remained unsold, the effect was to annex the covenant to the land only for the period during which it remained unsold, displacing s.78 Law of Property Act 1925. Upon sale the covenant was not annexed and would pass only if it were expressly assigned. There was no reason why a covenantee could not accept a covenant for its own benefit on terms that the benefit did not automatically pass. ***Sugarman v Porter & ors*** [2006] EWHC 331 (Ch); [2006] 11 EG 195 (CS).

DAMAGES

Damages under the Chancery Amendment Act 1858 (Lord Cairns's Act) in lieu of an injunction were meant to be compensatory and should normally be assessed or valued at the date of breach. Principle and consistency indicated that post-valuation events would normally be irrelevant. However, given the quasi-equitable nature of such damages, the judge might direct a departure from the norm where there were good reasons for doing so, either by selecting a different valuation date or by directing that a specific post-valuation date event be taken into account. ***Lunn Poly Ltd & anor v Liverpool & Lancashire Properties Ltd & anor*** [15th March 2006] CA; [2006] 12 EG 222 (CS).

Land belonging to the appellant had been wrongfully enclosed by the respondent. On appeal to the Privy Council from the Eastern Caribbean Court of Appeal, the Court of Appeal's decision overturning an award of aggravated damages was upheld. Nothing had been done that could justify an award of aggravated damages. ***Wrotham Park Estate Co Ltd v Parkside Homes Ltd*** [1974] 1 WLR 798 was applied in order to determine the damages due in lieu of a mandatory injunction. ***Horsford v Bird & ors*** [2006] UKPC 3; [2006] 15 EG 136.

EASEMENTS

The parties owned two neighbouring houses. They had acquired the freeholds by enfranchisement in 1976. A path ran between the houses giving access to the back gardens. A dispute arose over its use. It was common ground that the boundary between the properties fell in the middle of the path. The county court held that the respondents were entitled to a right of way over the half of the path which they did not own. On appeal, it was held that the rule in ***Wheeldon v Burrows*** [1879] 12 ChD 31 was confined to cases where land formerly in common ownership ceased to be owned by the same person. What if any easements passed to the tenant under the conveyance of a freehold under s.8 of the

Leasehold Reform Act 1967 (in the absence of an express grant to give effect to s.10(3)(a) LRA 1967) depended on the operation of s.62 Law of Property Act 1925, supplemented if necessary by s.10(2)(i) LRA 1967. S.10(2) of the 1967 Act made it clear that the conveyance could not exclude or restrict s.62 of the 1925 Act unless the tenant gave express consent. S.62 accordingly operated to convey with the freehold all easements, liberties, rights and privileges demised with the land conveyed. Any right enjoyed by the tenant under its lease was converted into a like right, enjoyed with the newly conveyed freehold. It did not matter which of the two adjoining leasehold properties had been enfranchised first since both enfranchising tenants would continue to be bound by, or enjoy, the same rights as freeholders. ***Kent & anor v Kavanagh & anor*** [2006] EWCA Civ 162; [2006] 10 EG 155 (CS); [24th March 2006] TLR.

The appellant was a long leaseholder of a flat located in a building with other flats and with shops on the ground floor. The building as a whole was a building in multiple occupation for the purposes of the Housing Act 1985. The appellant had an easement of use of a communal area at the rear containing rubbish bins, and a right of access through the hallway. In 1994 the local authority served notice on the landlord that the building did not have adequate means of escape. Remedial works were required, including a fire screen across the hallway which would obstruct the tenants' use of the hallway and communal area. At trial it was held that the easement had been extinguished by s.352 of the HA 1985. An appeal was dismissed. A statutory obligation to carry out works necessarily involves a statutory power to do so. The landlord was not obliged to appeal the notice. Since there was no practical possibility of the easement any longer benefiting the flat, it was extinguished. ***Jones v Cleanthi*** [2006] EWHC 2646 (QB); [2006] 1 All ER 1029; [2006] 12 EG 224.

The Court of Appeal considered a covenant to repair a right of way in the unusual situation where the owners of both the dominant and the servient tenements sought to exercise the right to repair. The court observed that disputes about repairing rights of way usually arise because neither party wants to repair, not because both parties are keen to do so for their own unneighbourly reasons. The court also considered provisions relating to the recovery of the cost of repair, and the interrelation between the express agreement and the common law. ***Carter & Carter v Cole & Cole*** [2006] EWCA Civ 398; full transcript available on www.bailii.org

HOUSING

The defendant husband and wife had applied to the council as homeless and the husband had been granted a secure tenancy which he had assigned to his wife. The grant of the tenancy was obtained by fraudulent misrepresentation in which both husband and wife had participated. However the Housing Act 1985 did not allow the council to recover possession from the wife. Ground 5 of schedule 2 (tenancy obtained by false statement) only applied to the current tenant, not to predecessors in title, and the grant had not been to the wife. Nor was the common law remedy of rescission available. The relevant provisions of the 1985 Act provide a detailed and exhaustive code of the grounds on which a landlord may bring a secure tenancy to an end and obtain an order for possession. The effect of this is that common law and equitable rights are ousted. The Court felt that the outcome was undesirable but indicated that any amendment to the 1985 Act was a matter for Parliament, not for them. The council were given permission to amend their particulars of claim to plead that the grant of the tenancy was null and void, so the matter may be reported further in

due course. ***London Borough of Islington v UCKAC & anor*** [2006] EWCA Civ 340; full transcript available on www.bailii.org

The appellant had refused an offer of accommodation because it was in an area where she believed her violent ex-partner was living or staying with friends. The Court of Appeal considered s.193(7F) Housing Act 1996 as amended. That section provides that *"The local housing authority shall not (a) make a final offer of accommodation under Part 6 for the purposes of subsection (7) unless they are satisfied that the accommodation is suitable for the applicant and that it is reasonable for him to accept the offer."* The court upheld the decision of the trial judge that the local authority had failed to direct itself to the second limb of that test, namely whether it was reasonable for the appellant to accept the offer. There were clearly two limbs to the test. In judging whether it was unreasonable to refuse the offer, the decision-maker must have regard to all the personal characteristics of the applicant, her needs, her hopes and her fears and then taking account of those individual aspects, the subjective factors, ask whether it is reasonable, an objective test, for the applicant to accept. The test is whether a right-thinking local authority would conclude that it was reasonable that *this applicant* should have accepted the offer of *this* accommodation. The court had regard to earlier authorities which supported this interpretation. Although they related to the unamended s.193(7), the wording was so similar that there was no justification for departing from the ratio of the earlier decisions. ***Slater v London Borough of Lewisham*** [2006] EWCA Civ 394; full transcript available on www.bailii.org

The Court of Appeal considered the exceptions to the creation of secure tenancies under the Housing Act 1985. In particular they considered paragraph 6 of schedule 1, which deals with short-term arrangements. The subparagraphs in dispute were (a) and (b), and the decision includes a useful and detailed discussion of these sections. It was held that paragraph 6(a) refers only to vacant possession as between the lessor and the council. It was immaterial that the subtenant was in occupation when a further head-lease was granted. It was held that paragraph 6(b) required the head-lease to contain a single provision for the lessor to obtain possession either on the expiry of a specified period or when required by him. The lease in the present case only allowed for the lessor to obtain possession on the expiry of a specified period. Accordingly the exception was not fulfilled and the subtenant was a secure tenant. ***Hickey v London Borough of Haringey*** [2006] EWCA Civ 373; full transcript available on www.bailii.org

In a decision turning on statutory construction, the Court of Appeal concluded that two EEA nationals were persons subject to immigration control within the meaning of regulation 3 of the Homelessness (England) Regulations 2000. As they were also in receipt of income support this meant that they were eligible for housing assistance under Part VII of the Housing Act 1996. ***London Borough of Barnet v Ismail & Adbi*** [2006] EWCA Civ 383; [25th April 2006] TLR. This decision has been rapidly overturned by legislation: see The Allocation of Housing and Homelessness (Amendment) (England) Regulations 2006 SI 1093 and the ODPM News Release 2006/0090. There are transitional provisions at paragraph 2 of the Regulations, whereby persons who have applied for an allocation of housing accommodation and have not been notified that they are ineligible prior to 20th April 2006 are not affected by the amendments.

The decision of ***Riverside Housing Association Ltd v White & anor*** [2005] EWCA Civ 1385, summarised in the December 2005 bulletin, is now reported in full at [2006] 14 EG

176. The decision of ***Manchester City Council v Higgins*** [2005] EWCA Civ 1423, summarised in January 2006, is now reported at [2006] 1 All ER 841.

LANDLORD AND TENANT (COVENANTS) ACT 1995

London Diocesan Fund & anor v Phithwa & ors; Avonridge Property Co Ltd, Part 20 defendant [2005] UKHL 70, summarised in the December 2005 bulletin, has now been reported in full at [2006] 1 All ER 127.

LEASEHOLD ENFRANCHISEMENT

The Court of Appeal considered the meaning of "house" under s.2(1) Leasehold Reform Act 1967. Under s.2(1) it was necessary to consider whether a property satisfied the definition of "house" at the time at which the notice of the tenant's claim had been served. The test was whether premises, viewed at that moment, were designed or adapted for residential use. On the facts, the judge had been entitled to conclude that neither property was a house for the purposes of the enfranchisement provisions. Although the requirement of actual residence had been abolished by the Commonhold and Leasehold Reform Act 2002 and replaced by a test of ownership, the essential question was whether the purpose of the building was for actual and immediate residential use. ***Mallett & Sons (Antiques) Ltd v Grosvenor West End Properties Ltd & anor; Boss Holdings Ltd v Grosvenor West End Properties Ltd & anor*** [21st March 2006] CA; [2006] 13 EG 140 (CS).

LEASES

Assignments: Where a lessee has agreed to assign but is unable to do so because the lessor will not consent, there is not a total failure of consideration if the proposed assignee has in fact been in occupation of the premises throughout. ***Wright v Collis*** [1848] CV 150 distinguished. However as the proposed assignee had lost the benefit of protection under the Landlord and Tenant Act 1954 he was entitled to set off the compensation he would have received on termination of the lease against the outstanding balance of the purchase price. ***Pirhayati v Rowshanian*** [2006] EWCA Civ 387; full transcript available on www.bailii.org

Implied terms: It is permissible for the court to supply machinery through the implication of a term which is reasonable and necessary to ensure that the parties' common intention to be bound does not fail for want of such a mechanism. ***Donnington Park Leisure Limited v Wheatcroft & Son Limited*** [2006] EWHC 904 (Ch); full transcript available on www.bailii.org

Indemnity: The assignor of two underleases of hotel premises in Leicester sought to enforce an indemnity in the assignment arising under s.24 Land Registration Act 1925. The assignee sought to argue that the assignor was not liable for some of the rent because appropriate s.17 notices under the Landlord and Tenant (Covenants) Act 1995 had not been served, and that the assignor had intervened in such a way as to increase its liabilities. This would in turn mean that the assignee would not be liable in full under the indemnity. The s.17 issue related to rent review, and Hart J held that notices should be served in relation to rent to be

reviewed at the time of its accrual, rather than when it has been determined in the review process. This accords with the intention of the 1995 Act, which is that the original tenant should receive early warning of a potential liability. However the inclusion of identifiable "out of time" amounts in the notices served did not render them ineffective in relation to properly identified amounts. The assignee was liable under the indemnity although valid s.17 notices had not been served in relation to some of the arrears. The assignor had not increased or failed to mitigate its loss. The payments made fell within the description of a payment in respect of an "expense" or a "claim" which was "on account of the non-payment of the said rent", that is to say, they arose because the current tenant was not able to pay current or future liabilities and the landlord was not going to consent to an assignment unless the assignor funded the arrears. In order to stem the onslaught of future liabilities the assignor had to incur the expense of meeting the arrears irrespective of its strict liability to do so. ***Scottish & Newcastle Plc v Raguz*** [2006] EWHC 821 (Ch), full transcript available on www.bailii.org

Rectification: A lease was rectified on the basis of common mistake where it made no reference to a loft space but both the lessor and lessee had thought that the loft space was included. The sale particulars had expressly mentioned access into loft space, and this was sufficient to satisfy any legal requirement of an "outward expression of accord". The Court of Appeal noted and approved the trend in recent cases to treat the requirement for an "outward expression of accord" more as an evidential factor than a strict legal requirement. In any event the lessor was estopped from denying that the loft space was included. There was no need for the lessor to have had knowledge of his legal rights as it would in any event be unconscionable to allow him to rely on them. The lessee and his successors in title were entitled to the loft space as part of the demised premises by way of the estoppel. A number of other legal issues were canvassed including adverse possession and damages for noise nuisance. The judge at first instance was heavily criticised both for his judgment and for poor case management. ***Munt v Beasley*** [2006] EWCA Civ 370, full transcript available on www.bailii.org

Repairing covenants: The Financial Times Ltd exercised a break clause in a sixteen year lease after ten years. In order to exercise the break clause the FT was obliged materially to have complied with its obligations under the lease, including repairing obligations. It carried out an extensive repairs programme prior to the break clause termination date, and invited the landlord to inspect, although the landlord did not do so. On termination the landlord claimed that the lease subsisted because there had not been material compliance. The landlord was anxious to hold the FT to the lease if possible because the lettings market was very weak at the date of termination (April 2004). The FT was successful at first instance and recently in the Court of Appeal. Although the Court of Appeal were critical of the judgment of HHJ Thornton QC, holding that he had applied the wrong test, they ultimately agreed that there had been material compliance. HHJ Thornton had wrongly allowed the reasonable or unreasonable behaviour of the parties to influence his reasoning, but in fact the evidence showed that the outstanding defects had no impact, or a negligible impact, on the value of the reversion. If there were any damages recoverable from the breaches they would be negligible. Materiality must be assessed by reference to the ability of the landlord to relet or sell the property without delay or additional expenditure. The FT was entitled to operate the break clause. ***Fitzroy House Epworth Street (No. 1) Ltd & Fitzroy House Epworth Street (No. 2) Ltd v The Financial Times Ltd*** [2006] EWCA Civ 329; [2006] 14 EG 175 (CS); [12th April 2006] TLR.

MOBILE HOMES

The Court of Appeal considered the operation of s.4 Mobile Homes Act 1983, which gives the County Court jurisdiction to determine any question arising under an agreement to which the Act applies. The agreements in question contained an arbitration clause but it was not in dispute that the County Court had jurisdiction in any event. The particular dispute related to pitch fees in the context of legislation preventing intermediaries from profiting from the sale of water, gas and electricity to sub-purchasers. ***Warfield Park Homes Ltd v Warfield Park Residents Association*** [2006] EWCA Civ 283; full transcript available on www.bailii.org

MORTGAGES

Mrs Stringer and her son had signed a charge over a property held in their joint names to fund the son's business. It was held that Abbey National Plc was not able to enforce the charge against Mrs Stringer, and that Mr Stringer (the son) had no beneficial interest in the property. This decision was upheld by the Court of Appeal. The court was able to infer from the conduct of the parties in the context of the relevant surrounding circumstances that Mrs Stringer and her son had not intended that he should acquire any beneficial interest in the property. Mrs Stringer could not read and did not speak English as a first language. She placed trust and confidence in her son and was a vulnerable individual, open to exploitation by him. She signed the charge without any knowledge of what it was. No explanation was given by her son or by the solicitor present. The transaction involved putting her home at risk as security for a loan for a business being set up by her son and two business associates whom she hardly knew. She knew nothing of the proposed business and would obtain no benefit from it. This was a very clear case of advantage being taken by way of exploitation of a vulnerable person on the part of someone who knew that he could take advantage and that she would not have agreed to do what he wanted had she understood properly what was being asked of her. ***Abbey National Bank Plc v Stringer*** [2006] EWCA Civ 338; full transcript available on www.bailii.org

A similar situation occurred in ***Habib Bank Ltd v Tufail*** [2006] EWCA Civ 374, where the defendant's eldest son had obtained a mortgage over a property owned by her by misrepresentation. The bank admitted that it had constructive notice of the misrepresentation, and the judge held that Mrs Tufail had affirmed the mortgage. However he went on to hold that it would not be inequitable to allow Mrs Tufail to set the transaction aside. The bank appealed. The Court of Appeal upheld the decision at first instance and considered the issue of detriment to the bank. They held that it was for the bank to show detriment and that it had not done so. A full transcript of the decision is available at www.bailii.org

PARTY WALL ACT 1996

An award made under s.10(16) Party Wall Act 1996 is expressed to be conclusive and not to be questioned in any court except as provided for by s.10. The relevant provisions are at s.10(17). Following uncertainty among practitioners on the point, the Court of Appeal has ruled that an appeal under s.10(17) is a statutory appeal governed by CPR Part 52. Given

that an award under the Act is non-speaking and made without a hearing, the appeal by way of rehearing will ordinarily require the county court to receive evidence in order to reach its own conclusion on whether the award was wrong. The Court of Appeal noted that the judgment of May LJ in ***E.I. Du Pont de Nemours & Co v S.T. Dupont*** [2003] EWCA Civ 1368 is the leading authority on the difference between an appeal by way of review and an appeal by way of rehearing under CPR Part 52. They expressed the view that it should be more widely reported. ***Zissis v Lukomski & Carter*** [2006] EWCA Civ 341; [2006] 15 EG 135 (CS). The judgments are to be sent to the Deputy Head of Civil Justice so that he may consider whether directions should be given as to the level of judge who should hear appeals and whether guidance should be given as to the form of procedure.

RENT

The Court of Appeal upheld the decision of the High Court (summarised in the November 2005 bulletin) that where the reversion of a lease is transferred, the tenant cannot set off against rent falling due after transfer a damages claim arising out of a breach by the original landlord. An equitable set-off was personal in nature and did not run against third parties. A purchaser of land, in particular a reversion to a lease, would take an interest subject to an equitable right only where it had notice of the right and where that right created a legal or equitable interest or estate in land. A purchaser of a legal estate in land was not bound by any personal obligation of the vendor, even though it related to the land in question. If there had been a right of set-off, the terms of the lease would not have precluded it. In the absence of any clear indication to the contrary in the lease, a covenant or other provision relating to the payment of rent would not exclude a tenant's normal right to claim equitable set-off, except where the term "set-off" was specifically used. ***Edlington Properties Ltd v JH Fenner & Co Ltd*** [2006] EWCA Civ 403; [2006] 13 EG 141 (CS).

RIGHT TO BUY

The Court of Appeal considered how the court should resolve the conflict which arises when it has before it simultaneously (a) a landlord's claim for possession of a residential property pursuant to s.82 Housing Act 1985; and (b) a tenant's application to exercise his right to buy the same property pursuant to s.118 of that Act. Here the local authority sought possession on ground 16 (suitable alternative accommodation). Once the court is satisfied that each of the two claims is at least arguable, it should usually consider the claims together. The cases where it will be right not to hear both claims at the same time will be rare. Relevant factors include whether the tenant's occupation is long-established, whether moving would be unusually disruptive, whether the tenant is in breach of any covenant, and whether the claim to buy is well-founded and genuine. The fact an enfranchised "pocket" will be created among rented properties is no reason to refuse the tenant's claim. No particular factor is more important than others: cases will turn on their own particular facts. Under-occupation is potentially relevant, but loss of a property from housing stock is not. The case was remitted for reconsideration, the district judge having failed to carry out a proper balancing exercise. ***Basildon District Council v Wahlen*** [2006] EWCA Civ 326; [17th April 2006] TLR.

A secure tenant sought to enforce the right to buy where the landlord had admitted the right to buy 12 years earlier and the tenant had then orally notified the landlord that she did

not intend to proceed with the purchase. The Court of Appeal held that notice claiming to exercise the right to buy must be withdrawn in writing by s.122(3) Housing Act 1985. However, this did not oust elementary principles of common law and equity relating to those who assert rights which they have abandoned or waived or are estopped from asserting or which, in the light of their words or silences, actions or inactions, it would be inequitable for them to assert. Here the tenant had expressly (albeit orally) abandoned the right generated by the right to buy notice which had originally been served. In response there had been an implied release by the landlord The express release from the tenant had been noted, the landlord had recorded that the claim to buy had been cancelled, and the landlord had taken no further action in respect of the claim, either by serving notice requiring the tenant to proceed with the purchase or otherwise. The tenant had not acquired any equitable interest in the property because all matters relating to the sale of the property had not been agreed (s.138(1) HA 1985). The tenant was not entitled to proceed with the purchase on the basis of the price agreed 12 years previously. ***Martin v Medina Housing Association Ltd*** [2006] EWCA Civ 367; [2006] 15 EG 134 (CS); [20th April 2006] TLR.

The decision of ***Copping v Surrey County Council*** [2005] EWCA Civ 1604, summarised in the December 2005 bulletin, has now been reported in full in the Estates Gazette at [2006] 10 EG 156.

SERVICE CHARGES

A clause relating to service charge expenditure included *"the cost of employing, maintaining and providing accommodation in the building for a caretaker…including an annual sum equivalent to the market rent of any accommodation provided rent free by the Lessor"*. In construing this clause HHJ Rich QC set out the following useful principles: (i) It is for the landlord to show that a reasonable tenant would perceive that the underlease obliged him to make the payment sought. (ii) Such conclusion must emerge clearly and plainly from the words used. (iii) Thus if the words used could reasonably be read as providing for some other circumstance, the landlord will fail to discharge the onus upon him. (iv) This does not however permit the rejection of the natural meaning of the words in their context on the basis of some other fanciful meaning or purpose, and the context may justify a "liberal" meaning. (v) If consideration of the clause leaves an ambiguity then the ambiguity will be resolved against the landlord as "proferror". The proper construction of the clause allowed for recovery of a notional rent of the caretaker's flat as part of the service charge. ***The Earl Cadogan & Cadogan Estates Ltd v 27/29 Sloane Gardens Limited & Mahdi*** [2006] EWLands LRA/9/2005; [7th April 2006]; full transcript available on www.bailii.org

The Lands Tribunal decision of ***Continental Property Ventures Inc v White & White*** [2006] EW Lands LRX/60/2005, summarised in the February 2006 bulletin, has now been reported in full at [2006] 16 EG 148.

OTHER DEVELOPMENTS

INTRODUCTORY TENANCIES

The Introductory Tenancies (Review of Decisions to Extend a Trial Period) (England) Regulations 2006 SI 1077 come into force on 3rd May 2006. Chapter 1 of Part V of the Housing Act 1996 establishes a regime of introductory tenancies which local housing authorities and housing action trusts may choose to operate. The introductory tenancy is for a trial period of one year. S.179 Housing Act 2004 amends Chapter 1 of Part V to allow an extension of the trial period for up to six months. The Regulations set out a procedure for review of a decision to extend a trial period.

RIGHTS OF WAY

Further provisions of the Countryside and Rights of Way Act 2000 are brought into force on 2nd May 2006 by the Countryside and Rights of Way Act 2000 (Commencement No.11 and Savings) Order 2006 SI 1172.

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