Number 10 *of* 1980

LANDLORD AND TENANT (AMENDMENT) ACT, 1980

ARRANGEMENT OF SECTIONS

Number 10 *of* 1980

LANDLORD AND TENANT (AMENDMENT) ACT, 1980

AN ACT TO AMEND THE LAW RELATING TO THE RENEWAL OF LEASES AND TENANCIES AND TO COMPENSATION FOR IMPROVEMENTS AND FOR DISTURBANCE OR LOSS OF TITLE AND FOR THESE AND OTHER PURPOSES TO AMEND THE LAW OF LANDLORD AND TENANT AND TO PROVIDE FOR OTHER MATTERS CONNECTED WITH THE MATTERS AFORESAID. [9*th June*, 1980]

BE IT ENACTED BY THE OIREACHTAS AS FOLLOWS:

PART I

Preliminary

Short title, construction and collective citation.

1.—(1) This Act may be cited as the Landlord and Tenant (Amendment) Act, 1980.

(2) The Landlord and Tenant (Ground Rents) Act, 1967 , the Landlord and Tenant (Amendment) Act, 1971 , the Landlord and Tenant (Ground Rents) Act, 1978 , the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , and this Act shall be construed together as one Act and may be cited together as the Landlord and Tenant Acts, 1967 to 1980.

Commencement.

2.—This Act shall come into operation on such day as the Minister by order appoints.

Interpretation.

[1931, s. 2; 1958, s. 2]

3.—(1) In this Act, except where the context otherwise requires—

"***Act of 1931***" means the Landlord and Tenant Act, 1931 ;

"***Act of 1958***" means the Landlord and Tenant (Reversionary Leases) Act, 1958 ;

"***Act of 1967***" means the Landlord and Tenant (Ground Rents) Act, 1967 ;

"***business***" means any trade, profession or business, whether or not it is carried on for gain or reward, any activity for providing cultural, charitable, educational, social or sporting services, and also the public service and the carrying out by an authority being the council of a county, the corporation of a county or other borough, the council of an urban district, the commissioners of a town, a health board under the Health Act, 1970 , or a harbour authority under the Harbours Act, 1946 , of any of their functions;

"***controlled dwelling***" means a controlled dwelling under the Rent Restrictions Act, 1960 ;

"***the Court***" means the Circuit Court;

"***covenant***" includes condition and agreement and any reservation, stipulation or other similar provision in a lease or tenancy;

"***development***" and "***development plan***" have the meanings assigned by the Local Government (Planning and Development) Act, 1963 ;

"***immediate lessor***" means the person for the time being entitled to the next superior interest in premises held by any other person under a lease or other contract of tenancy or otherwise;

"***improvement certificate***" has the meaning assigned by section 55 (1);

"***improvement consent***" has the meaning assigned by section 48 (2) (*a*);

"***improvement notice***" has the meaning assigned by section 48 (1);

"***improvement objection***" has the meaning assigned by section 48 (2) (*c*);

"***improvement order***" has the meaning assigned by section 52 (3);

"***improvement undertaking***" has the meaning assigned by section 48 (2) (*b*);

"***landlord***" means the person for the time being entitled to receive (otherwise than as agent for another person) the rent paid in respect of premises by the tenant thereof and, where the context so admits, includes a person who has ceased to be so entitled by reason of the termination of his tenancy;

"***lease***" means an instrument in writing, whether under or not under seal, containing a contract of tenancy in respect of any land in consideration of a rent or return and includes a fee farm grant;

"***lessee***" includes tenant and the personal representatives and successors in title of a lessee;

"***lessor***" includes landlord and the personal representatives and successors in title of a lessor;

"***the Minister***" means the Minister for Justice;

"***planning authority***" has the meaning assigned by the Local Government (Planning and Development) Act, 1963 ;

"***planning permission***" means a permission for the development of land if required by and granted under Part IV of the Local Government (Planning and Development) Act, 1963 , and, where regulations under section 25 of that Act make provision for outline applications, includes a permission granted on such an application;

"***predecessors in title***"—

(*a*) when used in relation to a tenant, means all previous tenants under the same tenancy as the tenant or any tenancy of which that tenancy is or is deemed to be a continuation or renewal, and

(*b*) when used in relation to a landlord, means all previous landlords;

"***prescribed***" means prescribed by regulations made by the Minister under this Act;

"***Rent Restrictions Acts***", when used without reference to particular years, includes, where the context so admits, a reference to the Increase of Rent and Mortgage Interest (Restrictions) Act, 1923 , to the Rent Restrictions Act, 1946 , and to the Rent Restrictions Acts, 1960 and 1967;

"***reversionary lease***" has the meaning assigned by section 30;

"***state authority***" means any authority being a Minister of the Government, the Commissioners of Public Works in Ireland or the Irish Land Commission;

"***statutory tenancy***" means a statutory tenancy under the Rent Restrictions Act, 1946 , or the Rent Restrictions Act, 1960 ;

"***tenant***" means the person for the time being entitled to the occupation of premises and, where the context so admits, includes a person who has ceased to be entitled to

that occupation by reason of the termination of his tenancy;

"***tenement***" has the meaning assigned by section 5;

"***work notice***" has the meaning assigned by section 49 (1);

"***work undertaking***" has the meaning assigned by section 49 (2).

(2) A reference in this Act to a Part or section is to a Part or section of this Act unless it is indicated that reference to some other enactment is intended.

(3) A reference in this Act to a subsection, paragraph or other division is to the subsection, paragraph or other division of the provision in which the reference occurs, unless it is indicated that reference to some other provision is intended.

(4) A reference in this Act to any enactment shall be construed as a reference to that enactment as amended by any subsequent enactment.

Restriction on application to State.

[New]

4.—(1) In this section "***the relevant date***" means the date on which a State authority acquires the interest of the lessor or immediate lessor of any premises.

(2) Subject to the following subsections, this Act shall not bind a State authority in its capacity as lessor or immediate lessor of any premises.

(3) Where a State authority acquires the interest of the lessor or immediate lessor of any premises after the commencement of this Act, section 13 shall apply as if the expressions "***at any time***" and "***at that time***" in subsection (1) thereof were references to the relevant date and Part II shall apply accordingly.

(4) Subject to the provisions of this Act, in a case to which subsection (3) applies, the tenant shall be entitled to a new tenancy in the tenement beginning on the termination of the tenancy under which he holds at the relevant date but he shall not be entitled to a further renewal of his tenancy.

(5) In a case to which subsection (3) applies, subsection (2) shall not apply so as to disqualify any person for payment of compensation for improvements in respect of such improvements as may have been carried out before the relevant date.

"Tenement".

[New in pt. cf. 1931, s. 2; 1960, s. 54; 1967, No. 10, s. 13 (3) (i)]

5.—(1) In this Act "***tenement***" means—

(*a*) premises complying with the following conditions:

(i) they consist either of land covered wholly or partly by buildings or of a defined portion of a building;

(ii) if they consist of land covered in part only by buildings, the portion of the land not so covered is subsidiary and ancillary to the buildings;

(iii) they are held by the occupier thereof under a lease or other contract

of tenancy express or implied or arising by statute;

(iv) such contract of tenancy is not a letting which is made and expressed to be made for the temporary convenience of the lessor or lessee and (if made after the passing of the Act of 1931) stating the nature of the temporary convenience; and

(v) such contract of tenancy is not a letting made for or dependent on the continuance in any office, employment or appointment of the person taking the letting;

or

(*b*) premises to which section 14 or 15 applies.

(2) For the purposes of subsection (1) (*a*) (iii), where a State authority holds premises under a lease or other contract of tenancy express or implied or arising by statute, the authority shall be deemed to be in exclusive occupation thereof notwithstanding that they may be occupied for the purposes of another State authority.

(3) Where—

(*a*) a person holds premises under a lease or other contract of tenancy express or implied or arising by statute, and

(*b*) that person is entitled to the occupation of the premises, and

(*c*) either—

(i) the premises are used with that person's permission by a private company for the purpose of carrying on a business which that person himself carried on in the premises up to the time when it began to be carried on by the private company, or

(ii) that person being a company which is another company's holding company, the premises are used for the purpose of carrying on a business by the other company, or

(iii) that person being a company which is another company's subsidiary, the premises are used for the purpose of carrying on a business by the other company, or

(iv) that person being a company which is another company's subsidiary, the premises are used for the purpose of carrying on a business by another subsidiary of the other company,

the private company, the other company or the other subsidiary (as the case may be) shall be deemed for the purposes of subsection (1) (*a*) (iii) to be the tenant of the premises and to be in exclusive occupation thereof.

(4) In subsection (3) "***company***", "***private company***", "***holding company***" and

"***subsidiary***" have the same meanings respectively as in the Companies Act, 1963 .

Premises provided by local authorities.
[New in pt. cf. 1931, s. 3;*see* 1966, No. 21, s. 118 (1)]

6.—Where premises were or are provided or deemed to be provided by a housing authority under the Housing Act, 1966 , the following provisions shall, unless the premises are let for the purpose of carrying on, in all or part thereof, a business, have effect—

(*a*) if the premises are held by the housing authority in fee simple, this Act shall not apply to the premises;

(*b*) if the premises are held by the housing authority under a lease or other contract of tenancy express or implied or arising by statute, the housing authority shall be deemed for the purposes of this Act to be the tenant of the premises and to be in exclusive occupation thereof.

Statutory tenancies under the Rent Restrictions Act, 1960.
[1931, s. 6]

7.—Where a person retains possession of a tenement by virtue of the Rent Restrictions Act, 1960 , the tenancy arising by virtue of that Act on the retention shall, for the purposes of this Act (whether the retention began before or after the passing of this Act), be deemed to be a continuation of the tenancy on the termination of which the retention began.

Jurisdiction of Circuit Court.
[1931, s. 5 (2)]

8.—The jurisdiction conferred by this Act on the Court shall be exercised by the Judge of the Court for the time being assigned to the Circuit in which are situate the premises or any part of the premises in relation to which the jurisdiction is exercised.

Regulations.
[1931, s. 7]

9.—(1) The Minister may make regulations in relation to any matter referred to in this Act as prescribed.

(2) Every regulation made by the Minister under this Act shall be laid before each House of the Oireachtas as soon as may be after it is made and, if a resolution annulling the regulation is passed by either such House within the next subsequent twenty-one days on which that House has sat after the regulation is laid before it, the regulation shall be annulled accordingly, but without prejudice to the validity of anything previously done under the regulation.

Expenses.
[cf. 1931, s. 8]

10.—The expenses incurred by the Minister in the administration of this Act shall, to such extent as may be sanctioned by the Minister for Finance, be paid out of moneys provided by the Oireachtas.

Repeals and consequential provisions.

11.—(1) The enactments mentioned in the Schedule are hereby repealed to the extent specified in the third column.

(2) The Landlord and Tenant (Amendment) Act, 1971 , shall have effect as if the references to provisions of the Act of 1958 were to the corresponding provisions of this Act.

(3) Any notice given under an enactment repealed by this Act shall, for the purpose of making a claim under this Act, be treated as a notice under the corresponding

provision of this Act as if that provision of this Act as if that provision were in force when the notice was given.

(4) Subsections (2) and (3) are without prejudice to section 21 of the Interpretation Act, 1937 , which, amongst other matters, provides for the continuance of pending proceedings and the preservation of existing rights and liabilities.

Rules of court.

12.—The rules of court for the purposes of any enactment repealed by this Act shall, pending the making of rules of court for the purposes of this Act, apply for such purposes with such adaptations as may be necessary.

PART II

Right to New Tenancy

Application of Part II.

[New. cf. 1931, s. 19]

13.—(1) This Part applies to a tenement at any time if—

(*a*) the tenement was, during the whole of the period of three years ending at that time, continuously in the occupation of the person who was the tenant immediately before that time or of his predecessors in title and *bona fide* used wholly or partly for the purpose of carrying on a business, or

(*b*) the tenement was, during the whole of the period of twenty years ending at that time, continuously in the occupation of the person who was the tenant immediately before that time or of his predecessors in title, or

(*c*) improvements have been made on the tenement and the tenant would, if this Part did not apply to the tenement, be entitled to compensation for those improvements under Part IV and not less than one-half of the letting value of the tenement at that time is attributable to those improvements.

(2) For the purpose of subsection (1) (*a*) a temporary break in the use of the tenement shall be disregarded if the Court considers it reasonable to disregard it.

Application of Part II to business premises decontrolled by Rent Restrictions Act, 1960.

[1960, s. 54 in pt.]

14.—(1) This Part also applies to premises which, immediately before the commencement of the Rent Restrictions Act, 1960 , comprised controlled business premises under the Rent Restrictions Act, 1946 , the letting of which was not—

(*a*) a letting made and expressed to be made for the temporary convenience of the landlord or of the tenant and (if made after the passing of the Act of 1931) stating the nature of the temporary convenience, or

(*b*) a letting made for or dependent on the continuance of the tenant in any office, employment or appointment.

(2) Where the premises were, immediately before the commencement of the Rent

Restrictions Act, 1960 , held under a statutory tenancy, the tenant under that tenancy shall, on and after such commencement, be deemed to hold the premises from the landlord under a tenancy having the same terms and conditions as the statutory tenancy except that the landlord may, by not less than three months' notice to quit (expiring on any day specified in that behalf in the notice) served on the tenant, determine the tenancy.

Application of Part II to dwellings decontrolled by Rent Restrictions (Amendment) Act, 1967.
[1967, No. 10, s. 13 in pt.]

15.—(1) This Part also applies to a dwelling, being a house or a separate and self-contained flat, which immediately before the passing of the Rent Restrictions (Amendment) Act, 1967 , was a controlled dwelling, the rateable valuation of which—

(*a*) if situate in the county borough of Dublin or the borough of Dún Laoghaire, exceeds £40 (if a house) or £30 (if a flat), and

(*b*) in any other case, exceeds £30 (if a house) or £20 (if a flat), and the letting of which was not—

(i) a letting made and expressed to be made for the temporary convenience of the landlord or of the tenant and (if made after the passing of the Act of 1931) stating the nature of the temporary convenience, or

(ii) a letting made for or dependent on the continuance of the tenant in any office, employment or appointment.

(2) This Part also applies to a dwelling, being a house having a rateable valuation exceeding £10, of which, after the passing of the Rent Restrictions (Amendment) Act, 1967 , a bachelor or spinster over the age of 21 years and under the age of 65 years has become the tenant and which, immediately before he or she became the tenant, was a controlled dwelling.

(3) Where a dwelling to which subsection (1) refers was, immediately before the passing of the Rent Restrictions (Amendment) Act, 1967 , held under a statutory tenancy, the tenant under that tenancy shall, from such passing, be deemed to hold the dwelling from the landlord under a tenancy having the same terms and conditions as the statutory tenancy except that the landlord may, by not less than three months' notice to quit (expiring on any day specified in that behalf in the notice) served on the tenant, determine the tenancy.

(4) Where a dwelling to which subsection (2) refers was, immediately before the time when the person referred to in that subsection became the tenant, held under a statutory tenancy, that person shall, from that time, be deemed to hold the dwelling from the landlord under a tenancy having the same terms and conditions as the statutory tenancy except that the landlord may, by not less than three months' notice to

quit (expiring on any day specified in that behalf in the notice) served on the tenant, determine the tenancy.

(5) (*a*) The application, by virtue of this section, of this Part to a dwelling shall cease upon the landlord's coming into possession of the dwelling.

(*b*) In paragraph (*a*) "***possession***" means actual possession, and a landlord shall not be deemed to have come into possession by reason only of a change of tenancy made with his consent.

Right of tenant to new tenancy.

[1931, s. 20]

16.—Subject to the provisions of this Act, where this Part applies to a tenement, the tenant shall be entitled to a new tenancy in the tenement beginning on the termination of his previous tenancy, and the new tenancy shall be on such terms as may be agreed upon between the tenant and the person or persons granting or joining in the grant of the new tenancy or, in default of agreement, as shall be fixed by the Court.

Restrictions on right to new tenancy.

[New in pt. cf. 1931, ss. 21, 22 in pt.; 1963, s. 79 (2)]

17.—(1) (*a*) A tenant shall not be entitled to a new tenancy under this Part if—

(i) the tenancy has been terminated because of non-payment of rent, whether the proceedings were framed as an ejectment for non-payment of rent, an ejectment for overholding or an ejectment on the title based on a forfeiture, or

(ii) the tenancy has been terminated by ejectment, notice to quit or otherwise on account of a breach by the tenant of a covenant of the tenancy, or

(iii) the tenant has terminated the tenancy by notice of surrender or otherwise, or

(iv) the tenancy has been terminated by notice to quit given by the landlord for good and sufficient reason, or

(v) the tenancy terminated otherwise than by notice to quit and the landlord either refused for good and sufficient reason to renew it or would, if he had been asked to renew it, have had good and sufficient reason for refusing.

(*b*) In this subsection "***good and sufficient reason***" means a reason which emanates from or is the result of or is traceable to some action or conduct of the tenant and which, having regard to all the circumstances of the case, is in the opinion of the Court a good and sufficient reason for terminating or refusing to renew (as the case may be) the tenancy.

(2) (*a*) A tenant shall not be entitled to a new tenancy under this Part where it appears to the Court that—

(i) the landlord intends or has agreed to pull down and rebuild or to reconstruct the buildings or any part of the buildings included in the tenement and has planning permission for the work, or

(ii) the landlord requires vacant possession for the purpose of carrying out a scheme of development of property which includes the tenement and has planning permission for the scheme, or

(iii) the landlord being a planning authority, the tenement or any part thereof is situate in an area in respect of which the development plan indicates objectives for its development or renewal as being an obsolete area, or

(iv) the landlord, being a local authority for the purposes of the Local Government Act, 1941 , will require possession, within a period of five years after the termination of the existing tenancy, for any purpose for which the local authority are entitled to acquire property compulsorily, or

(v) for any reason the creation of a new tenancy would not be consistent with good estate management.

(*b*) In the case of certain dwellings and business premises to which this subsection applies the tenant is entitled to compensation for disturbance under Part IV.

(3) Where the Court is satisfied—

(*a*) that a tenant would but for subparagraph (i), (ii), (iii) or (iv) of subsection (2) (*a*) be entitled to a new tenancy, and

(*b*) that the landlord will not require possession for the purposes mentioned in the relevant subparagraph until after the expiration of a period of at least six months,

the Court may, if the tenant so requests, continue the existing tenancy until terminated by the landlord for those purposes by the service of six months' previous notice in writing, but subject to the condition that the continuation of the tenancy shall be without prejudice to the right of the tenant to relief under this Act on the termination of the continued tenancy.

(4) Where, in a case in which an application for a new tenancy has been refused on a ground mentioned in subparagraph (i) or (ii) of subsection (2) (*a*), it appears to the Court that the landlord has not, within a reasonable time, carried out the intention, agreement or purpose, as the case may be, on account of which such application was

refused, the Court may order the landlord to pay to the tenant such sum as it considers proper by way of punitive damages.

Provisions relating to award of new tenancy.
[1931, s. 27 in pt.]

18.—(1) This section applies where the Court, on an application for a new tenancy under this Part, finds that the tenant is entitled to a new tenancy.

(2) The Court shall fix the terms of the new tenancy and make an order requiring the landlord, and any superior landlord whose joinder may be necessary, to grant or join in the grant of, and the tenant to accept, a new tenancy accordingly.

(3) Such person or persons shall grant or join in the grant of, and the tenant shall accept, a new contract of tenancy in writing in respect of the tenement on the terms specified in the order, commencing on the termination of the previous tenancy.

(4) The tenant shall not be entitled to compensation in respect of the termination of his previous tenancy.

(5) If any dispute, failure or question arises or occurs in the carrying out of the order, the Court may, on the application of any person concerned, make such order as justice may require.

Provisions where tenant not entitled to new tenancy.
[1931, s. 27 in pt.]

19.—Where the Court, on an application for a new tenancy under this Part finds that the tenant is not entitled to a new tenancy—

(*a*) if the notice of intention to claim relief includes a claim in the alternative for compensation, the Court shall hear and determine the claim and fix the amount of any compensation;

(*b*) if the notice of intention to claim relief does not include a claim in the alternative for compensation, the Court may, on the application of the tenant, if having regard to all the circumstances of the case the Court thinks proper to do so, amend the notice in such terms as the Court thinks proper by inserting in it a claim in the alternative for compensation and thereupon deal with that claim in accordance with paragraph (*a*).

Notice of intention to claim relief.
[New in pt. cf. 1931, s. 24; 1960, s. 54 (2) (iv) (vi); 1967, No. 10, s. 13 (3) (iii), (iv)]

20.—(1) A claim for a new tenancy under this Part shall not be maintained unless the claimant, within the time limited in subsection (2), serves on each person against whom the claim is intended to be made a notice of intention to claim relief in the prescribed form.

(2) A notice of intention to claim relief may be served—

(*a*) in the case of a tenancy terminating by the expiration of a term of years or other certain period or by any other certain event—

(i) before the termination of the tenancy, or

(ii) at any time thereafter but before the expiration of three months after the service (not earlier than three months before the termination of the tenancy) on the claimant by the landlord of notice in the prescribed form of the expiration of the term or period or the happening of the event;

(*b*) in the case of a tenancy terminating by the fall of a life or any other uncertain event—at any time but before the expiration of three months after the service on the claimant by the landlord of notice in the prescribed form of the happening of the event;

(*c*) in the case of a tenancy which is terminable by notice to quit—at any time but before the expiration of three months (or, in the case of premises to which section 14 or 15 applies, six months) after the service of the notice;

(*d*) in the case of a tenancy to which section 29 applies—within six months after the commencement of this Act.

(3) The notice may include a claim in the alternative for compensation.

Application for relief.
[New. cf. 1931, s. 25]

21.—(1) A person who serves a notice of intention to claim relief may, at any time not less than one month thereafter, apply to the Court to determine his right to relief and (as the case may be) to fix the amount of the compensation or the terms of the new tenancy to which he is found to be entitled.

(2) If he does not do so within three months after service of the notice, any person on whom the notice was served may apply to the Court to determine the matters to which the notice relates.

(3) An application under this section may be made, heard and determined either before and in anticipation of or after the termination of the tenancy.

Offer by landlord of new tenancy in lieu of compensation.
[1931, s. 28]

22.—(1) Where the tenant serves on the landlord a notice of intention to claim compensation under Part IV for improvements, the landlord, any superior landlord or any two or more of such persons may, within two months, serve on the tenant a notice in the prescribed form offering him a new tenancy in the tenement on terms specified in the notice or on terms to be fixed by the Court.

(2) Where a notice is served under subsection (1) offering the tenant a new tenancy on terms specified in the notice—

(*a*) the tenant may, within one month, serve on the person or persons who served the notice a notice in the prescribed form accepting the new tenancy;

(*b*) in that case, such person or persons shall forthwith grant, and the tenant shall

forthwith accept, a new contract of tenancy in writing in respect of the tenement on the terms specified in the notice served on the tenant, commencing on the termination of the previous tenancy;

[New in pt.]

(*c*) the tenant may, alternatively, within one month serve on such person or persons a notice refusing the new tenancy;

(*d*) in that case the tenant may proceed with his application for relief by way of compensation for improvements, but—

(i) on the hearing of the application, the Court if satisfied that the tenant is entitled to that relief, may in lieu of awarding that relief make an order requiring the necessary person or persons to grant, and the tenant to accept, a new tenancy in the tenement on such terms as the Court (subject to the provisions of this Act) thinks proper and specifies in the order, and

(ii) upon the making of that order, the necessary person or persons shall forthwith grant, and the tenant shall forthwith accept, a contract of tenancy in writing in respect of the tenement on the terms specified in the order.

(3) Where a notice is served under subsection (1) offering a new tenancy on terms to be fixed by the Court—

(*a*) either the person or persons who served the notice or the tenant may apply to the Court for an order fixing the terms of the new tenancy;

(*b*) upon the making of that order, the necessary person or persons shall forthwith grant, and the tenant shall forthwith accept, a contract of tenancy in writing in respect of the tenement on the terms specified in the order.

(4) Where any person or persons and the tenant are required by this section or an order made under this section, respectively to grant and accept a new tenancy, the tenant shall not be entitled to compensation in respect of the termination of his tenancy previous to the new tenancy.

(5) Where any person or persons and the tenant are required, by this section or an order made under this section, respectively to grant and accept a new tenancy and any dispute, failure or question arises or occurs in the granting and accepting of the tenancy, the Court, on the application of any person concerned, may make such order as justice may require.

Fixing of terms of new tenancy by Court.

23.—(1) This section applies where the Court fixes the terms of a new tenancy under this Part.

[New in pt. cf. 1931, s. 29]

(2) The Court shall fix the duration of the tenancy at thirty-five years or such less term as the tenant may nominate.

(3) The rent payable by the tenant under the new tenancy shall not be less than (as the case may require) the rent payable by the landlord in respect of the tenement or such proportion of the rent payable by the landlord in respect of the tenement and other property as is in the opinion of the Court fairly apportionable to the tenement.

(4) Subject to subsection (3), the rent shall be the gross rent reduced, where appropriate, by the allowance for improvements provided for by subsection (6).

(5) The gross rent shall be the rent which in the opinion of the Court a willing lessee not already in occupation would give and a willing lessor would take for the tenement, in each case on the basis of vacant possession being given, and having regard to the other terms of the tenancy and to the letting values of tenements of a similar character to the tenement and situate in a comparable area but without regard to any goodwill which may exist in respect of the tenement.

(6) The allowance for improvements shall be such proportion of the gross rent as is, in the opinion of the Court, attributable to improvements made by the tenant or his predecessors in title and in respect of which the tenant would have been entitled to compensation for improvements if (as the case may be) this Part did not apply to the tenement or the new tenancy had not been created.

(7) The Court may, as one of the terms of the new tenancy, require the intended tenant to expend, within such time as the Court thinks proper, a specified sum of money in the execution of specified repairs (including painting for purposes of preservation but not painting for purposes of mere decoration) to the tenement and authorise the postponement of the grant of the new tenancy until the requirement has been complied with.

(8) If the intended tenant refuses or fails to comply with a requirement under subsection (7), the Court shall have power to declare him to have forfeited his right to a new tenancy and to discharge any order granting it to him.

(9) The new tenancy shall be subject to such covenants as may be agreed upon between the parties or, in default of agreement, as may be determined by the Court.

Review of rent.

[New]

24.—(1) In the case of a new tenancy under this Part the terms of which were fixed by the Court—

(*a*) the landlord or the tenant shall be entitled to apply to the Court for a review of the rent at any time after the expiration of five years from the date on which the terms were fixed;

(*b*) the landlord or the tenant may apply for a further review of the rent at any

time after the expiration of five years from the first or any subsequent review.

(2) The person seeking the review shall serve on the other party one month's notice of his intention to apply for a review of the rent.

(3) In default of agreement on the rent, the person seeking the review shall be entitled to apply to the Court not later than three months after service of the notice for a review of the rent.

(4) In default of agreement, the rent fixed upon such review shall become payable on whichever of the following dates is the later—

(*a*) the first gale day after service of the notice of intention to apply for the review, or

(*b*) (i) where the rent has not previously been reviewed, the first gale day following the review,

(ii) where the rent has previously been reviewed, five years after the first gale day following the previous review.

Modification of sections 23 and 24 in case of dwellings to which section 15 relates.
[1967, No. 10, s. 13 (3) (viii)]

25.—(1) In the case of a dwelling to which section 15 relates, sections 23 and 24 shall apply subject to the provisions of this section.

(2) If the terms of a new tenancy for the dwelling have not on any previous occasion been fixed by the Court under the Act of 1931 or under this Part and the Court is satisfied that payment of the rent which, apart from this provision, would be fixed would cause hardship to the tenant, the Court shall fix the rent payable by the tenant under the new tenancy at a sum (not below the existing rent) which the Court is satisfied that, having regard to all the circumstances of the case, including any hardship to the landlord, the tenant should be required to pay and section 23 (2) shall have effect as if "not more than ten years" were substituted for "thirty-five years or such less term as the tenant may nominate" and section 24 shall not apply to the rent so fixed.

(3) In any other case, section 23 (6) shall have effect as if for "and in respect of which the tenant would have been entitled to compensation for improvements if (as the case may be) this Part did not apply to the tenement or the new tenancy had not been created" there were substituted "(whether before or after the commencement of this Act or the passing of the Act of 1931 or the Rent Restrictions (Amendment) Act, 1967) which, at the time of the application to the Court, add to the letting value and are suitable to the character of the tenement".

Termination of tenancy after order for new tenancy.

26.—Where, following the making of an order under this Part or the Act of 1931 for a new tenancy, the existing tenancy is terminated in such manner that the tenant

[New]

would under section 17 (1) not be entitled to a new tenancy, then—

(*a*) if the new tenancy has not been granted, the obligation to grant it shall cease, and

(*b*) if it has been granted, it shall be void.

Continuation of existing tenancies.
[1931, s. 35]

27.—Where a tenancy is continued or renewed or a new tenancy is created under this Part, the continued, renewed or new tenancy shall for the purposes of this Act be or be deemed to be a continuation of the tenancy previously existing and shall for all purposes be deemed to be a graft upon that tenancy, and the interest of the tenant thereunder shall be subject to any rights or equities arising from its being such graft.

Right of tenant to continue in occupation pending decision.
[1931, s. 38]

28.—Where an application is pending under this Part for a new tenancy or to fix the terms of a new tenancy and the pre-existing tenancy was terminated otherwise than by ejectment or surrender the tenant may, if he so desires, continue in occupation of the tenement from the termination of the tenancy until the application is determined by the Court or, in the event of an appeal, by the final appellate court, and the tenant shall while so continuing be subject to the terms (including the payment of rent) of such tenancy, but without prejudice to such recoupments and readjustments as may be necessary in the event of a new tenancy being granted to commence from such termination.

Tenancy terminated before commencement of this Act.
[1931, s. 39]

29.—Where, the tenancy of a tenement having terminated before the commencement of this Act, the tenant is at such commencement in possession of the tenement under a tenancy arising by implication from the acts of the parties or under a statutory tenancy under the Rents Restrictions Acts, 1960 and 1967, or as a tenant at will or otherwise, without having obtained a new tenancy, the tenancy shall for the purposes of this Act be deemed to terminate immediately after such commencement and this Act shall apply accordingly.

PART III

Reversionary Leases

Reversionary lease.
[cf. 1958, ss. 4, 11, 12 in pt.; 1978 (No. 1), s. 2(2)]

30.—(1) In this Act "***reversionary lease***" means a lease under this Part.

(2) (*a*) A person who holds or has held land under a lease shall subject to section 33 be entitled to a reversionary lease of the land if the conditions specified insection 9 of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 (which provides for the acquisition of the fee simple by lessees) are complied with.

(*b*) Section 9 (1) (2) and sections 10 to 12 and 14 of that Act shall extend to the right to a reversionary lease.

(*c*) The reference in condition 2 of section 10 of that Act to an application shall include an application under section 31 and the reference in condition 6 of the said section 10 to a reversionary lease shall include a reversionary lease within the meaning of this section.

(3) Section 2 (1) of the Landlord and Tenant (Ground Rents) Act, 1978 (which restricts the right to create leases of dwellings) shall not apply where the lease is a reversionary lease.

Application to obtain reversionary lease.

[New in pt. cf. 1958, ss. 11 in pt., 12 in pt., 13 in pt., 14; 1967, s. 25]

31.—(1) A person who is entitled to a reversionary lease may apply to his immediate lessor to obtain from that lessor a reversionary lease of the land held by him—

(*a*) not earlier than fifteen years before the expiration of his existing lease, and

(*b*) not later than the expiration of the lease or the expiration of three months from the service on him by his immediate lessor or any superior lessor of notice of the expiration of the lease, whichever is the later.

(2) The notice shall be valid only if served not earlier than three months before the expiration of the lease.

(3) Where an application is made for a reversionary lease before the expiration of the lease under which the applicant holds, the lease if granted shall commence on the expiration of the previous lease or on such other date as may be agreed upon between the parties.

(4) In any other case, the reversionary lease shall commence on such date as may be agreed upon between the parties or, in default of agreement, on the date of the application for the lease.

Persons bound to grant reversionary leases.

[1958, s. 24(1) (2)]

32.—(1) Where a person is entitled to a reversionary lease his immediate lessor shall be bound to grant the lease to him.

(2) If the immediate lessor holds the land for a term which is less than the term for which the reversionary lease is to be granted, his immediate lessor and such (if any) superior lessors as may be necessary shall be bound to join in the grant of the lease.

Restrictions on right to reversionary lease.

[New in pt. cf. 1958, ss. 15, 16 in pt.; 1963, s. 79 (3)]

33.—(1) A person shall not be entitled to a reversionary lease of the land or any part of the land where a necessary party to the granting of the lease satisfies the Court—

(*a*) that his interest in reversion in the land is a freehold estate or is for a term of not less than fifteen years, and

(*b*) (i) that he intends or has agreed to pull down and rebuild or to reconstruct the whole or a substantial portion of the buildings on the land and has planning permission for the work, or

(ii) that he requires vacant possession of the land for the purpose of carrying out a scheme of development of property which includes the land and has planning permission for the scheme, or

(iii) that for any reason the grant of a reversionary lease would not be consistent with good estate management.

(2) A person shall not be entitled to a reversionary lease where a planning authority, being a necessary party to the granting of the lease, satisfies the Court that, in case the reversionary lease would be a lease of the whole of the land, the land or any part of the land is situate in an area in respect of which the development plan indicates objectives for its development or renewal as being an obsolete area or that, in case the reversionary lease would be a lease of part of the land, that part or any part of that part is situate in such an area.

(3) A person shall not be entitled to a reversionary lease of land used wholly or partly for the purpose of carrying on a business where a local authority for the purposes of the Local Government Act, 1941 , being a necessary party to the granting of the lease, will require possession within a period of five years after the termination of the existing lease for any purpose for which the local authority are entitled to acquire property compulsorily.

(4) A person who has been declared under subsection (1), (2) or (3) not to be entitled to a reversionary lease shall be entitled to remain in possession of the land, upon such terms as the Court may think proper, until the person who successfully objected to the grant of the lease or his successor in title becomes entitled to possession of the land.

(5) Where a lease has been refused under subsection (1), (2) or (3) and it appears to the Court, on application by the person who has been refused, that the intention, agreement or purpose, as the case may be, on account of which the application was refused has not been carried out within a reasonable time the Court may order the person concerned to pay such sum as it considers proper by way of punitive damages.

(6) Where a lease has been refused under subsection (1), (2) or (3), compensation in lieu of the lease shall be paid in accordance with section 59.

Terms of reversionary lease settled by Court.

[1958, s. 18 in pt.]

34.—(1) Where the terms of a reversionary lease are settled by the Court the subsequent provisions of this section shall have effect.

(2) The lease shall be for a term expiring ninety-nine years after the expiration of

the lease to which it is reversionary.

(3) Subject to subsection (5), the rent reserved by the reversionary lease shall be not less than the rent reserved by the previous lease or than the rent reserved by any superior lease the lessor under which is required to join in the grant of the reversionary lease.

(4) Where the land to be comprised in a reversionary lease is part only of the land comprised in the previous lease or of the land comprised in any superior lease the lessor under which is required to join in the grant of the reversionary lease, such proportion of the rent reserved by any such lease as is fairly apportionable to the land to be comprised in the reversionary lease shall, for the purpose of subsection (3), be deemed to be the rent reserved by that lease in respect of the land to be comprised in the reversionary lease.

(5) If any new covenant restricting the lessee's rights is included in the reversionary lease, the Court may, if it so thinks proper, fix a lower rent.

(6) If the Court fixes the covenants of the lease, the lessee shall be made liable to pay all rates and taxes in respect of the land and to insure against fire and keep the premises in repair.

Determination of rent.

[New in pt., cf. 1958, s. 18 in pt.]

35.—(1) Subject to section 34 (3) and this section, the rent to be reserved by a reversionary lease the terms of which are settled by the Court shall be one-eighth of the gross rent. For this purpose the gross rent shall be reduced, where appropriate, by the special allowance provided for by subsection (2).

(2) The special allowance for the purpose of subsection (1) shall be such proportion of the gross rent as, in the opinion of the Court, is attributable to works of construction, reconstruction or alteration carried out by the lessee or any of his predecessors in title which add to the letting value of the land, other than works carried out wholly or partly in consideration of the grant of a lease or repairs and maintenance during the currency of the lease.

(3) (*a*) The Minister may by order amend subsection (1) by substituting for the fraction standing specified for the time being therein another fraction.

(*b*) An order under this subsection shall not come into force unless approved by resolution of each House of the Oireachtas but, upon being so approved, shall come into force forthwith.

Gross rent.

[New in pt. cf. 1958, s. 18 in pt.]

36.—(1) The gross rent shall be the rent which, in the opinion of the Court, a willing lessee not already in occupation would give and a willing lessor would take for the land comprised in the reversionary lease—

(*a*) on the basis that vacant possession is given and that the lessee pays rates and taxes in respect of the land and is liable to insure against fire and to

keep the premises in repair, and

(*b*) having regard to the other terms of the reversionary lease and to the letting values of land of a similar character to and situate in the vicinity of the land comprised in the lease or in a comparable area but without having regard to any goodwill which may exist in respect of the land.

(2) If the Court requires or the parties have agreed upon the expenditure by the applicant for a reversionary lease of a specified sum of money on repairs to the premises or the execution by him of specified repairs as a condition precedent to the execution of the lease, the gross rent shall be assessed—

(*a*) if under the previous lease the lessee is obliged to keep or deliver up the premises in repair, having regard to the condition in which the premises will be after the repairs have been carried out, or

(*b*) if there is no such obligation, having regard to the actual condition of the premises at the date of the application for the reversionary lease.

(3) If the premises are, in whole or in part, controlled dwellings (other than premises controlled under section 2 (6) of the Rent Restrictions (Amendment) Act, 1967) the Court in determining the gross rent shall have regard to the restrictions imposed by the Rent Restrictions Acts, 1960 and 1967, on the rents which tenants of such premises would be liable to pay.

Applications to the Court.
[1958, s. 25]

37.—If any dispute, question or difficulty arises in regard to the right of any person to a reversionary lease, his failure to proceed with an application for such lease, the terms on which such lease is to be granted, or otherwise in relation to the grant of such lease, any person concerned may apply to the Court and the Court may make such order as justice shall require and, in particular, may fix the terms on which such lease is to be granted.

Expenditure on repairs.
[1958, s. 18 (7) in pt.]

38.—(1) The Court may require an applicant for a reversionary lease to expend, within such time as the Court thinks proper, a specified sum of money on repairs or to execute specified repairs to the buildings to be comprised in the lease and may authorise the postponement of the execution of the lease until the requirement has been complied with.

(2) If the applicant refuses or fails to comply with the requirement of the Court, the Court may declare forfeit his right to a reversionary lease and discharge any order granting it to him.

Reversionary lease a graft on former lease.
[1958, s. 19]

39.—A reversionary lease, whether granted on terms settled under this Part or negotiated between the parties, shall be deemed to be a graft for all purposes on, and a continuation of, the lease under which the lease previously held the land and the lessee's interest shall be subject to any rights or equities arising from that lease being a

graft.

40.—(1) A person who is entitled to obtain a reversionary lease and whose interest in the land has expired shall continue to be entitled to hold the land until either he is declared not to be entitled to obtain a reversionary lease or a lease is executed by his immediate lessor and such (if any) superior lessors as may be necessary, in terms agreed upon between the parties or settled under this Part and, during such period, he shall hold the land on the terms (so far as applicable) on which he previously held them, subject to any recoupments or adjustments that may be made under the reversionary lease if granted to him.

Right of lessee to continue in possession.
[1958, s. 23]

(2) Where an application is made in relation to the grant of a reversionary lease and the interest of the applicant in the land expires before the application is heard and determined, the applicant shall be entitled to remain in possession of the land until the application is finally heard and determined on the terms (so far as applicable) on which he previously held them, subject to such recoupments or adjustments as the Court thinks proper.

41.—Where it is claimed that a lease complies with this Part on the ground that the permanent buildings were erected in pursuance of an agreement for the grant of the lease on their erection but express evidence of the agreement is not available, the following provisions shall have effect:

Evidence of agreement to build.
[1958, s. 4 (4)]

(*a*) if it is proved that the buildings were erected by the person to whom the lease was subsequently made, it shall be presumed, until the contrary is proved, that the agreement was in fact made and that the buildings were erected in accordance with it;

(*b*) in any other case, the Court may, if it so thinks proper on hearing such evidence as is available and is adduced, presume that the agreement was in fact made and that the buildings were erected in accordance with it.

42.—Permanent buildings erected by a lessee in pursuance of a covenant in his lease to reinstate the buildings comprised in the lease in the event of their destruction by fire or otherwise shall be deemed to have been erected by the person who erected the original buildings.

Buildings replaced under covenant.
[1958, s. 4 (5)]

43.—The Court may declare a person to be entitled to a reversionary lease notwithstanding that the buildings were, in whole or in part, erected in contravention of a covenant, if the Court is of opinion that it would be unreasonable to order otherwise.

Buildings erected in breach of covenant.
[1958, s. 4 (6)]

44.—Subject to this Act, the provisions of the Act of 1967 shall, with necessary modifications, have effect as if the references to a building lease or a proprietary lease were to a lease which gives rise to a right to a reversionary lease.

Application of Act of 1967.

PART IV

Compensation

Compensation for Improvements

45.—For the purposes of sections 46 to 57, "***improvement***" in relation to a tenement means any addition to or alteration of the buildings comprised in the tenement and includes any structure erected on the tenement which is ancillary or subsidiary to those buildings and also includes the installation in the tenement of conduits for the supply of water, gas or electricity but does not include work consisting only of repairing, painting and decorating, or any of them.

"Improvement"
[1931, s. 2 in pt.]

46.—(1) (*a*) Subject to the provisions of this Act, where a tenant quits a tenement because of the termination of his tenancy, he shall be entitled to be paid by the landlord compensation (in this Act referred to as compensation for improvements) in accordance with this Act for every improvement made on the tenement by the tenant or any of his predecessors in title (whether before or after the commencement of this Act) which, at the termination of the tenancy, adds to the letting value and is suitable to the character of the tenement.

Compensation for improvements.
[1931, ss. 10, 36 (1)]

(*b*) Paragraph (*a*) does not apply where—

(i) the tenant has terminated the tenancy by notice of surrender or otherwise, or

[cf. 1931, s. 10 (1)]

(ii) the tenancy is terminated because of non-payment of rent, whether the proceedings are framed as an ejectment for non-payment of rent, an ejectment for overholding or an ejectment on the title based on a forfeiture.

(2) Subject to the provisions of this Act, where a landlord holds a tenement under a lease or other contract of tenancy, he shall be entitled, on giving up possession of the tenement because of the expiration of the lease or tenancy, to be paid by his immediate superior landlord compensation (in this Act included in the expression compensation for improvements) for every improvement which was made (whether before or after the commencement of this Act) on the tenement by a tenant thereof and in respect of which the landlord or any of his predecessors in title has given consideration whether by reduction of rent, by payment of compensation under the Town Tenants (Ireland) Act, 1906, by payment of compensation under section 10 of the Act of 1931, by payment of compensation for improvements under this Act, or in any other way.

(3) Compensation for improvements payable by a landlord under subsection (1) shall, subject to this Act, be payable on—

(*a*) the expiration of one month from the date of the fixing, by agreement or by

the Court, of its amount, or

(*b*) the delivery to the landlord by the tenant of clear possession of the tenement,

whichever is the later.

Measure of compensation for improvements.
[1931, s. 11]

47.—(1) The amount of compensation for improvements shall be such sum as may be agreed on between the landlord and the tenant or, in default of agreement, shall (subject to the provisions of this section) be the capitalised value of such addition to the letting value of the tenement at the termination of the tenancy as the Court determines to be attributable to the improvements.

(2) Where compensation for improvements is payable to the tenant by the landlord and the Court is satisfied that the tenant and (where applicable) his predecessors in title or any of them has or have received from the landlord benefits by way of reduction of rent or otherwise in consideration, expressly or impliedly, of the improvements being or having been made, the Court shall deduct from the compensation as ascertained under subsection (1) such sum as the Court thinks proper for the benefits.

(3) Where compensation for improvements is payable to the landlord by his superior landlord, the Court shall make such deduction (if any) from the compensation as ascertained under subsection (1) as the Court thinks proper for benefits received by the landlord and (where applicable) his predecessors in title or any of them by way of increased rent or otherwise on account of the improvements.

(4) The capitalised value for the purposes of this section of an addition to the letting value of a tenement shall be fixed by the Court having regard to the probable duration of such addition, the probable life of the improvement and all other relevant circumstances but shall not in any case exceed fifteen times the annual amount of the addition.

Improvement notice.
[New in pt. cf. 1931, s. 12]

48.—(1) Where a tenant proposes to make an improvement to his tenement, he may serve on his landlord a notice in the prescribed form (in this Act referred to as an improvement notice) together with—

(*a*) in every case—

(i) a statement of the works proposed for making the improvement, and

(ii) an estimate, verified by an architect, surveyor or building contractor, of the cost of making the improvement, and

(*b*) if the improvement is development for which planning permission is required, a copy of the permission.

(2) Where an improvement notice is served, the landlord may, within one month, serve on the tenant any one of the following notices:

(*a*) a notice (in this Act referred to as an improvement consent) in the prescribed form consenting to the making of the improvement,

(*b*) a notice (in this Act referred to as an improvement undertaking) in the prescribed form undertaking to execute the improvement in consideration of either (as the landlord states in the notice) a specified increase of rent or an increase of rent to be fixed by the Court,

(*c*) subject to subsection (3), a notice (in this Act referred to as an improvement objection) in the prescribed form objecting to the improvement on grounds specified in the notice.

(3) An improvement objection may be served only where the grounds of the objection are—

(*a*) that the tenant holds the tenement otherwise than under a lease for a term of which at lease five years are unexpired at the time when the improvement notice is served, and

(*b*) that the tenant would, on any of the grounds specified in section 17 (2) (*a*), not be entitled under Part II to a new tenancy.

(4) Where an improvement notice is served in a case in which the landlord holds the tenement—

(*a*) under a lease for a life or lives in being (either without a term of years or with a concurrent term of which less than twenty-five years are unexpired), or

(*b*) under a lease for a term of which less than twenty-five years are unexpired at the date of the service of such notice, or

(*c*) under a tenancy from year to year or any lesser tenancy,

the landlord shall, within one week, serve the notice or a copy thereof on his immediate superior landlord, endorsed with a statement of the date on which the notice was served on him, and the superior landlord may, within one month after the date of the service of the improvement notice by the tenant on the landlord, serve on the landlord and on the tenant either an improvement consent or an improvement objection.

(5) Every superior landlord on whom an improvement notice or a copy thereof is served under this section (including this subsection) and who holds the tenement—

(*a*) under a lease of which less than twenty-five years are unexpired at the date of such service, or

(*b*) under a tenancy from year to year or any lesser tenancy,

shall, within one week, serve the improvement notice or a copy thereof as endorsed under subsection (4) on his next superior landlord, and that superior landlord shall have the like right of serving an improvement consent or an improvement objection as

the first-mentioned superior landlord has under this section.

Works required by public authority.
[New in pt. cf. 1931, s. 13]

49.—(1) Where a sanitary authority serves under the Local Government (Sanitary Services) Acts, 1878 to 1964, or a housing authority serves under the Housing Act, 1966 , a notice on the tenant of a tenement requiring him to execute an improvement, the tenant shall, within three days, serve on the landlord a notice in writing (in this Act referred to as a work notice) stating the fact of the service of the notice by that authority and stating the material portions of that notice.

(2) Where a work notice is served, the landlord may, within three days, serve on the tenant a notice (in this Act referred to as a work undertaking) in the prescribed form undertaking to execute the work in consideration of either (as the landlord states in the notice) a specified increase of rent or an increase of rent to be fixed by the Court.

(3) In the case of works required to a controlled dwelling the increase of rent shall not exceed the allowance provided for by section 10 (2) (*g*) of the Rent Restrictions Act, 1960 , inserted by section 6 (2) of the Rent Restrictions (Amendment) Act, 1967 .

(4) The service of a work undertaking shall have the same effect as the service on the tenant of an improvement undertaking, and the provisions of this Act in relation to an improvement undertaking shall apply accordingly.

(5) A copy of a work undertaking may be served by the tenant on the authority and thereupon the obligation to comply with the notice served by the authority and the liability for failure to comply with it shall become the obligation and liability of the landlord in exoneration of the tenant.

(6) Where a work notice is served and, within three days, the landlord does not serve a work undertaking, the tenant shall be entitled to execute the improvement mentioned in the notice by the authority which occasioned the work notice.

Execution of improvement in absence of objection.
[New in pt. cf. 1931, s. 14]

50.—Where an improvement notice is served and, within one month, the landlord does not serve an improvement undertaking and neither the landlord nor any superior landlord serves an improvement objection, the tenant shall be entitled to execute at any time within one year after such service (whether an improvement consent has or has not been served by the landlord or superior landlord) the improvement specified in the improvement notice in accordance in all respects with the notice.

Rights of parties on service of improvement undertaking.
[New in pt. cf. 1931, s. 15]

51.—(1) Where an improvement notice is served and, within one month, the landlord serves an improvement undertaking and no superior landlord serves an improvement objection the tenant may, by notice in writing served on the landlord within fourteen days after the service of the undertaking, either accept it or withdraw the improvement notice or, where the undertaking specifies an increase of rent, object to its amount.

(2) Where the tenant does not serve a notice under subsection (1) or accepts under

that subsection the improvement undertaking, the landlord shall, as soon as may be, and in any case not later than six months after the expiration of such fourteen days, execute and complete at his own expense and in accordance with the improvement undertaking the improvement mentioned therein and may for that purpose enter on the tenement at all reasonable times and there do all things necessary for or incidental to the execution of the improvement.

(3) If the tenant withdraws the improvement notice, that notice shall be deemed never to have been served.

(4) Where the tenant objects to the amount of the increase of rent specified in the improvement undertaking, then—

(*a*) the landlord and the tenant may either fix by agreement the amount of the increase of rent or agree that its amount shall be fixed by the Court, and thereupon the improvement undertaking shall have effect in accordance with that agreement and be deemed to have been duly accepted by the tenant, or

(*b*) either the landlord or the tenant may apply to the Court and, upon the hearing of the application, the Court may, as it thinks proper, either fix the amount of the increase of rent or deem the improvement undertaking to be an improvement objection and deal with it accordingly or make such other order as justice may require.

(5) Where the improvement undertaking is, by its terms or by subsequent agreement, made subject to an increase of rent of an amount to be fixed by the Court, the landlord or the tenant may, when the improvement has been duly executed by the landlord, apply to the Court to fix the amount of the increase of rent.

(6) Upon the completion of the improvement by the landlord in accordance with the improvement undertaking and this section, the rent payable by the tenant to the landlord shall, from the date of completion, be increased in accordance with the undertaking or the order of the Court (as the case may be), and any dispute as to the amount or commencement of or otherwise in relation to the increase shall be determined by the Court on the application of the landlord or the tenant.

(7) Where the landlord is bound under this section to execute the improvement in accordance with the improvement undertaking but refuses or fails to execute and complete it within the time limited in that behalf by this section, the tenant may apply to the Court and the Court may make such order in the matter as justice may require.

Rights of parties on service of improvement objection.

[New in pt. cf. 1931, s. 16]

52.—(1) Where an improvement notice is served and, within one month, either the landlord or a superior landlord serves an improvement objection, the tenant may, save as is otherwise provided in this section, within one month after the service of the improvement objection, either—

(*a*) by notice in writing served on the landlord or on the landlord and the superior landlord (as the case may require) withdraw the improvement notice, or

(*b*) apply to the Court under this section.

(2) Where a tenant so withdraws an improvement notice, the notice shall be deemed never to have been served.

(3) On an application under this section the Court shall, subject to subsection (4), make an order (in this Act referred to as an improvement order) authorising the tenant to make the improvement in accordance with the improvement notice either without modification or with such modifications as the Court thinks proper and, if the Court so thinks fit, specifying a time within which the improvement shall be completed.

(4) The Court shall reject the application if it is satisfied that the tenant holds the tenement otherwise than under a lease for a term of which at least five years were unexpired at the time when the improvement notice was served and would, on any of the grounds specified in section 17 (2) (*a*), not be entitled under Part II to a new tenancy.

(5) Where an improvement order has been made and the tenant refuses or fails to execute and complete in accordance with the order the improvement thereby authorised within the time limited in that behalf by the order or, where no such time is so limited, within a reasonable time, the landlord or any superior landlord may apply to the Court and, on the hearing of the application, the Court may make such order as justice may require.

Restriction on increase of rent of controlled dwellings.
[New]

53.—Nothing in this Part shall authorise the charging, in the case of a controlled dwelling, of a rent exceeding the lawful rent of the dwelling as defined by section 11 of the Rent Restrictions Act, 1960 .

Restrictions on right to compensation for improvements.
[New in pt. cf. 1931, s. 17]

54.—(1) A tenant shall not be entitled to compensation for improvements in respect of an improvement made before the passing of the Act of 1931 in contravention of the lease or other contract of tenancy under which the tenement was held.

(2) A tenant shall not be entitled to compensation for improvements in respect of an improvement made after the passing of the Act of 1931 (whether before or after the commencement of this Act) unless a notice under section 12 (1) of the Act of 1931 or an improvement notice was served or, where no such notice was served, if the landlord, or where appropriate, a superior landlord, satisfies the Court that—

(*a*) he has been prejudiced by the notice not having been served, or

(*b*) the improvement is in contravention of any covenant contained in the contract of tenancy, or

(*c*) the improvement injures the amenity or convenience of the neighbourhood.

(3) A landlord shall not be entitled to compensation for improvements in respect of an improvement made after the passing of the Act of 1931 (whether before or after the commencement of this Act) in respect of which a notice under section 12 (1) of the Act of 1931 or an improvement notice was served unless the notice or a copy thereof was served under section 12 (3) of the Act of 1931 or under section 48 (4) of this Act or, where no such notice was served, if the superior landlord satisfies the Court that—

(*a*) he has been prejudiced by such service not having been effected, or

(*b*) the improvement is a contravention of any covenant in the contract of tenancy under which the landlord holds the tenement, or

(*c*) the improvement injures the amenity or convenience of the neighbourhood.

(4) Neither subsection (2) nor (3) applies to an improvement which is—

(*a*) a work in relation to which section 17 (5) of the Act of 1931 applied, or

(*b*) any other work executed in pursuance of an order of a sanitary authority under the Local Government (Sanitary Services) Acts, 1878 to 1964, or of a housing authority under the Housing Act, 1966 ,

but the tenant shall not be entitled to compensation in respect of such work unless—

(i) in the case of a work specified in paragraph (*a*), the tenant served on the landlord a notice under section 13 (1) of the Act of 1931 and became entitled under that Act to execute the work as an improvement, or

(ii) in the case of a work specified in paragraph (*b*), the tenant served on the landlord a work notice in respect of the work and became entitled under this Act to execute the work as an improvement:

Provided that the failure to serve notice shall not deprive the tenant of his right (if any) to compensation in respect of the work if the tenant satisfies the Court that the landlord did not suffer loss or damage by reason of the failure.

Improvement certificate.

[1931, s. 18]

55.—(1) Where—

(*a*) in a case in which an improvement notice is served but no improvement undertaking or improvement objection is served, the tenant executes and completes in accordance with the notice the improvement mentioned therein within one year from the service of the notice, or

(*b*) in a case in which an improvement order is made, the tenant completes the improvement within the time limited in that behalf by the order or, where no such time is so limited, within a reasonable time,

the landlord shall, on the application of the tenant within six months after the completion of the improvement, give to the tenant a certificate (in this section referred to as an improvement certificate) in the prescribed form certifying that the improvement has been duly completed in accordance with the improvement notice or order.

(2) Where an improvement certificate is applied for under subsection (1) and is not given within one month thereafter, the tenant may apply to the Court and, on the hearing of that application, the Court may make such order as justice may require, including an order declaring that the improvement was duly made in accordance with the improvement notice or order.

(3) An improvement certificate shall, as against the landlord by whom it is given, his personal representatives and his successors in title, be conclusive evidence that the improvement was duly executed and completed by the tenant and that all relevant provisions of this Act or any order or notice thereunder were duly complied with by him.

(4) Where, in a case in which work executed on a tenement is an improvement, the work is executed by the tenant in pursuance of an order of a sanitary authority under the Local Government (Sanitary Services) Acts, 1878 to 1964, or a housing authority under the Housing Act, 1966 , the tenant shall not be entitled to an improvement certificate but shall be entitled to obtain from the authority, within six months after the due completion of the work in accordance with the order, a certificate (in this section referred to as a sanitary improvement certificate) in the prescribed form certifying that the work was executed in pursuance of and completed in accordance with an order of the authority.

(5) A sanitary improvement certificate shall, as against the landlord of the tenement, be *prima facie* evidence of the matters which it purports to certify.

(6) A landlord or authority to whom an application for an improvement certificate or sanitary improvement certificate (as the case may be) is made may, as a condition of giving the certificate, require payment of his or their reasonable expenses of giving the certificate.

Claim for improvements.
[1931, ss. 24, 25 in pt.]

56.—(1) A claim for relief limited to a claim for compensation for improvements shall not be maintained unless, within the time limited under section 20 (2), a notice of intention to claim relief in the prescribed form is served on the person against whom the claim is intended to be made.

(2) Section 21 shall apply accordingly.

Compensation for improvements a first charge.

57.—Compensation for improvements payable to a tenant shall be a first charge (in priority to all other mortgages, charges and incumbrances whatsoever) on the interest

[1931, s. 36 (4)]

of the landlord or superior landlord (as the case may be) in the tenement.

Compensation for Disturbance

Compensation where tenant not entitled to new tenancy.

[1931, ss. 22 in pt., 23, 36 (1); 1967, No. 10, s. 13 (3) (vii)]

58.—(1) Where the Court is satisfied—

(*a*) that a tenant would, but for section 17 (2), be entitled to a new tenancy under Part II, and

(*b*) that section 13 (1) (*a*) applies to the tenement,

the tenant shall, in lieu of a new tenancy, be entitled, on quitting the tenement on the termination of the tenancy, to be paid by the landlord compensation for disturbance.

(2) Subject to subsection (3), the measure of the compensation shall be the pecuniary loss, damage or expense which the tenant sustains or incurs or will sustain or incur by reason of his quitting the tenement and which is the direct consequence of that quitting.

(3) In the case of a dwelling to which section 15 applies, the measure of the compensation shall be whichever of the following is the greater, namely, the amount provided for by subsection (2) or such sum as the Court thinks proper to enable the tenant without hardship to secure appropriate alternative accommodation, being not less than three years' rent, including rates, whether or not payable by the tenant.

(4) Compensation shall, subject to section 61, be payable on—

(*a*) the expiration of one month from the date of the fixing, by agreement or by the Court, of its amount, or

(*b*) the delivery to the landlord by the tenant of clear possession of the tenement, whichever is the later.

(5) Where compensation awarded under this section is not paid within the time limited by this Act, the tenant shall be entitled, after the expiration of that time and before the payment of the compensation, to renew his application for a new tenancy under Part II, and section 17 (2) (*a*) and 17 (3) shall not apply to that application and the granting of the application shall operate as a discharge of the award of compensation for disturbance.

Compensation where lessee not entitled to new lease.

[1958, s. 16 (1)-(4), (6), (7)]

59.—(1) Where the Court is satisfied that a person (in this section referred to as the disentitled person) would, but for section 33 (1), 33 (2) or 33 (3) be entitled to a lease under Part III, compensation in lieu of the lease shall be paid in accordance with this section.

(2) The compensation shall be paid by the successful objector or if there is more

than one successful objector by them in such proportions as the Court may determine.

(3) The measure of compensation under this section shall be the pecuniary loss, damage or expense which will, in the opinion of the Court, be suffered by the disentitled person as a direct consequence of the disentitled person having been declared not to be entitled to a lease.

(4) The compensation payable to a disentitled person shall become due and payable on the occurrence of whichever of the following events is the later, that is to say, the expiration of one month after the amount of the compensation is fixed or the date on which the disentitled person's lease terminates either by effluxion of time or by agreement between the parties to it.

(5) Where the compensation awarded under this section is not paid within the time specified in subsection (4) or within such extended time as the Court may allow, the following provisions shall have effect:

(*a*) any disentitled person shall thereupon become entitled to obtain from his immediate lessor a lease under Part III of the relevant land,

(*b*) the provisions of sections 31 (1) and 33 shall not apply,

(*c*) the granting of the lease shall operate as a discharge of the award of compensation, and

(*d*) the Court may make an order for the payment by the successful objector of such other compensation as it considers proper for the pecuniary loss, damage or expense which the disentitled person has suffered as a direct consequence of the declaration of disentitlement to a lease.

(6) In this section "***successful objector***" shall, where the context so admits, be construed as including the personal representatives and successors in title of the objector.

Compensation on termination of tenancy in obsolete buildings.

[New]

60.—(1) In this section—

"***the relevant building***" means—

(*a*) in relation to a tenement consisting of land covered wholly or partly by buildings—those buildings, and

(*b*) in relation to a tenement consisting of a defined portion of a building—that building;

"***obsolete area***" has the meaning assigned to it by the Local Government (Planning and Development) Act, 1963 .

(2) Where, in the case of a tenement—

(*a*) either the relevant building is situate in an obsolete area or, having regard to the age, condition and character of the building—

(i) the repairing of the building would involve expenditure which would be excessive in relation to the value of the tenement, or

(ii) the building could not profitably be used unless it were reconstructed or altered to a substantial extent or rebuilt, and

(*b*) the landlord has a scheme for the development of property which includes the tenement, being development for which planning permission has been granted,

the Court may, by order made on the application of the landlord on at least six months' notice in the prescribed form to the tenant, terminate the tenancy if it considers it reasonable to do so:

Provided that the lease or other contract of tenancy under which the tenant, at the time the notice is served on him, holds the tenement is for a term of which not less than three and not more than twenty-five years are unexpired.

(3) Where a tenancy is terminated under this section the tenant shall be entitled, on quitting the tenement, to be paid by the landlord compensation for the termination of the tenancy in accordance with this section.

(4) Where a tenancy is terminated under this section, the tenant may continue in occupation until the expiration of the period beginning on the day on which the order of the Court is made and ending on the expiration of one year from that day or on the day on which compensation for the termination of the tenancy is paid (whichever is the later) and, so long as he does so, he shall be subject to the terms (including payment of rent) of the tenancy.

(5) Where the Court awards compensation for the termination of a tenancy under this section, the measure of the compensation shall primarily be the pecuniary loss, damage or expense which the tenant sustains or incurs or will sustain or incur by reason of his quitting the tenement and which is the direct consequence of such quitting, but

(*a*) such amount as the Court considers reasonable shall be added for the pecuniary benefit accruing to the landlord which is referable to his getting possession of the tenement earlier than he was entitled to under the lease or other contract of tenancy, and

(*b*) such amount as the Court considers reasonable shall be added for any further hardship which the tenant sustains through the making of the order terminating the tenancy.

(6) This section does not apply where the tenant of the tenement is entitled to a

reversionary lease of the tenement or would be so entitled but for section 33.

Consequential Provisions

Set-off of compensation against rent, etc.
[1931, s. 36(2), (3)]

61.—(1) Where compensation under this Part is payable by one person to another and money is due and owing to him by the latter under or in respect of the latter's lease or other interest in the premises, either person may set off, so far as may be, the one amount against the other.

(2) Where compensation under this Part is payable by one person to another and he claims that money is payable to him by the latter under or in respect of the latter's lease or other interest in the premises and the claim or the amount thereof is disputed or the amount of the claim is unliquidated, he may pay the amount of the compensation into Court, and thereupon the Court may, on the application of either party, make such order in relation to the amount paid into Court as justice may require and, in particular, may retain that amount or any part thereof until the validity of the claim or the amount thereof has been determined.

Payment of compensation where interest is mortgaged.
[1931, s. 37; 1958, s. 16 (5)]

62.—(1) Where compensation under this Part is payable and the interest in the premises of the person to whom the compensation is payable is subject to a mortgage or charge, the mortgage or charge shall extend and attach to the compensation.

(2) Where a person by whom the compensation is payable has actual notice of a mortgage or charge which by virtue of this section or otherwise affects the compensation, he shall either—

(*a*) with the consent of the person to whom the compensation is due, pay the compensation to the owner of the mortgage or charge, or

(*b*) with the consent of that owner, pay the compensation to the person to whom it is due, or

(*c*) where the owner and that person direct that the compensation shall be paid in a particular manner, pay it in that manner, or

(*d*) where no such consent or direction is given, pay the compensation into Court.

(3) Where the compensation is paid into Court the Court may, on the application of any person interested, make such order in regard to it as justice may require.

Protection of trustees, etc.
[1931, s. 44]

63.—(1) Where a person (in this section referred to as a trustee) is entitled to receive the rents and profits of premises as trustee or in any character otherwise than for his own benefit and money is due by the trustee for compensation under this Part or for costs, charges or expenses in relation to a claim for that compensation—

(*a*) the money shall not be recoverable personally against the trustee nor shall he be under any liability to pay it, but it shall be a charge on and recoverable only against the premises and all property, real or personal,

held by the trustee on the same trusts or in the same character as the premises;

(*b*) the trustee shall, either before or after having paid the money, be entitled to obtain from the Court a charge on the premises and all property, real or personal, held by him on the same trusts or in the same character as the premises to the amount of the money and of all costs properly incurred by him in obtaining the charge or raising the amount thereof;

(*c*) if the trustee refuses or fails to pay the money within one month after the person to whom it is due has quitted the premises, that person shall be entitled to obtain from the Court a charge on the premises and all property, real or personal, held by the trustee on the same trusts or in the same character as the premises to the amount of the money or of so much thereof as is then unpaid and of all costs properly incurred by him in obtaining the charge or in raising the amount thereof.

(2) Any company incorporated by statute and having power to advance money for the improvement of land may take an assignment of any charge made by the Court under this section, and such company may assign any charge so assigned to them to any person or persons whatsoever.

PART V

Covenants in Leases of Tenements

"Lease".

64.—In this Part, "***lease***" includes a yearly tenancy arising by operation of law or by inference on the expiration of a lease and a statutory tenancy implied by holding over premises on the expiration of a lease.

Damages for breach of covenants to repair.
[1931, s. 55]

65.—(1) Where a lease (whether made before or after the commencement of this Act) of a tenement contains a covenant (whether express or implied and whether general or specific) on the part of the lessee to put or to keep the tenement in repair during the currency of the lease or to leave or put the tenement in repair at the expiration of the lease and there has been a breach of the covenant, the subsequent provisions of this section shall have effect.

(2) The damages recoverable in any court for the breach shall not in any case exceed the amount (if any) by which the value of the reversion (whether mediate or immediate) in the tenement is diminished owing to the breach.

(3) Save where the want of repair is shown to be due, wholly or substantially, to wilful damage or wilful waste committed by the lessee no damages shall be recoverable in any court for the breach if it is shown—

(*a*) that, having regard to the age and condition of the tenement, its repair in accordance with the covenant is physically impossible, or

(*b*) that, having regard to the age, condition, character and situation of the tenement, its repair in accordance with the covenant would involve expenditure which is excessive in proportion to the value of the tenement, or

(*c*) that, having regard to the character and situation of the tenement, the tenement could not when so repaired be profitably used or could not be profitably used unless it were re-built, re-constructed or structurally altered to a substantial extent.

Covenants against alienation. [1931, s. 56]

66.—(1) A covenant in a lease (whether made before or after the commencement of this Act) of a tenement absolutely prohibiting or restricting the alienation of the tenement, either generally or in any particular manner, shall have effect as if it were a covenant prohibiting or restricting such alienation without the licence or consent of the lessor.

(2) In every lease (whether made before or after the commencement of this Act) in which there is contained or in which there is implied by virtue of the British Statute passed on the 5th day of May, 1826, and entitled "An Act to amend the Law of Ireland respecting the Assignment and Sub-letting of Lands and Tenements" or by virtue of subsection (1) a covenant prohibiting or restricting the alienation, either generally or in any particular manner, of the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be subject—

(*a*) to a proviso that the licence or consent shall not be unreasonably withheld, but this proviso shall not preclude the lessor from requiring payment of a reasonable sum in respect of legal or other expenses incurred by him in connection with the licence or consent, and

(*b*) where the lease is made for a term of more than forty years and is made in consideration wholly or partially of the erection or substantial addition to or improvement or alteration of buildings, to a proviso to the effect that, in the case of any alienation of the tenement in contravention of the covenant effected more than seven years before the end of the term, no such licence or consent shall be required if notice in writing of the transaction is given to the lessor within one month after the transaction is effected, and

(*c*) where such alienation would cause a transfer or increase of any rates, taxes or other burden to or of the lessor, to a proviso that all expenditure incurred by the lessor by reason of the transfer or increase shall be reimbursed by the lessee to the lessor as and when so incurred and shall be recoverable from the lessee as rent under the lease.

Covenants restrictive of user.

67.—(1) A covenant in a lease (whether made before or after the commencement of

[1931, s. 57; 1967, s. 27]

this Act) of a tenement absolutely prohibiting the alteration of the user of the tenement shall have effect as if it were a covenant prohibiting such alteration without the licence or consent of the lessor.

(2) In every lease (whether made before or after the commencement of this Act) of a tenement in which there is contained a covenant prohibiting either expressly or by virtue of subsection (1) the alteration of the user of the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be subject—

(*a*) to a proviso to the effect that the licence or consent shall not be unreasonably withheld, but this proviso shall not preclude the lessor from requiring payment of a reasonable sum in respect of legal or other expenses incurred by him in connection with the licence or consent, and

(*b*) unless the alteration involves the erection, provision or reconstruction (otherwise than as an improvement within the meaning of subsection (3)) of any building or structure, to a proviso that no fine or sum of money in the nature of a fine (other than any sum authorised by this section) nor any increase of rent shall be payable for or in respect of the licence or consent, and

(*c*) if the alteration would cause a transfer or increase of any rates, taxes or other burden to or of the lessor, to a proviso that all expenditure incurred by the lessor by reason of the transfer or increase shall be reimbursed by the lessee to the lessor as and when so incurred and shall be recoverable from the lessee by the lessor as rent under the lease.

(3) In this section and section 68, "***improvement***" means any addition to or alteration of a building or structure and includes any structure which is ancillary or subsidiary thereto but does not include any alteration or reconstruction of a building or structure so that it loses its original identity.

(4) The references in section 29 of the Act of 1967 to an improvement shall be construed as references to an improvement within the meaning of subsection (3).

Covenants against making improvements.
[1931, s. 58; 1967, s. 28]

68.—(1) A covenant in a lease (whether made before or after the commencement of this Act) of a tenement absolutely prohibiting the making of any improvement within the meaning of section 67 (3) on the tenement shall have effect as if it were a covenant prohibiting the making of the improvement without the licence or consent of the lessor.

(2) In every lease (whether made before or after the commencement of this Act) of a tenement in which there is contained a covenant prohibiting either expressly or by virtue of subsection (1), the making of any improvement within the meaning of section 67 (3) on the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be subject—

(*a*) to a proviso that the licence or consent shall not be unreasonably withheld, and

(*b*) to a proviso that no fine or sum of money in the nature of a fine (other than a reasonable sum in respect of legal or other expenses incurred by him in connection with the licence or consent) nor any increase of rent shall be payable for or in respect of the licence or consent.

Consent of lessor who cannot be found.

[1931, s. 59]

69.—Where—

(*a*) a lease (whether made before or after the commencement of this Act) of a tenement contains a covenant prohibiting or restricting the doing by the lessee of any particular thing without the licence or consent of the lessor, and

(*b*) the rent reserved by the lease has not been paid for five or more years, and

(*c*) the lessor is not known to and cannot be found by the lessee,

the Court may, on the application of the lessee and after the publication of such (if any) advertisements as the Court directs, authorise the lessee, subject to such (if any) conditions as the Court thinks fit to impose, to do the particular thing so prohibited or restricted and thereupon it shall be lawful for the lessee to do such particular thing without the licence or consent of the lessor, in accordance with the conditions (if any) so imposed.

PART VI

Miscellaneous

Application of Landlord and Tenant (Ground Rents)(No. 2) Act, 1978, to certain public authorities.

[New]

70.—A person who, but for section 4 of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , or section 16 (2) (*d*) or 16 (2) (*e*) of that Act, would be entitled to acquire the fee simple of a dwelling-house shall, notwithstanding those provisions, be entitled to acquire that fee simple save where—

(*a*) in a case to which section 4 of that Act applies—the appropriate State authority, or

(*b*) in a case to which section 16 (2) (*d*) or 16 (2) (*e*) of that Act applies—the Minister for Transport,

is satisfied that such acquisition would not be in the public interest and so certifies.

Amendment of section 10, condition 5 of Landlord and

71.—Condition 5 in section 10 of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , is hereby amended by the deletion of "expired or was surrendered before

Tenant (Ground Rents) (No. 2) Act, 1978.
[New]

the 31st day of March, 1931 and that it", and the said condition 5 as so amended is set out in the Table to this section.

TABLE

5. that the lease was granted, either at the time of the expiration or surrender of a previous lease or subsequent to such expiration or surrender—

(*a*) at a rent less than the rateable valuation of the property at the date of the grant of the lease, or

(*b*) to the person entitled to the lessee's interest under the previous lease,

provided that the previous lease would have been a lease to which this Part would have applied had this Act then been in force and provided that it shall be presumed, until the contrary is proved, that the person to whom the lease was granted was so entitled;

Extension of sections 10 and 12 of Landlord and Tenant (Ground Rents) (No. 2) Act, 1978, to certain subleases for less than 50 years.
[New]

72.—Condition 7 in section 10 of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , and section 12 of that Act shall extend to a lease made for a term of less than fifty years if

(*a*) the lease is a sublease (whether mediate or immediate) under a lease (in this section referred to as the superior lease) to which Part II of that Act applies,

(*b*) the land demised by the lease is the whole or part of the land comprised in the superior lease, and

(*c*) the lease is made for a term which equals or exceeds the lesser of the following periods, namely twenty years or two-thirds of the term of the superior lease, and in any case expires at the same time as or not more than fifteen years before the expiration of the superior lease,

and the other requirements of the condition are fulfilled.

Preservation of pre-existing rights.
[New]

73.—Where, immediately before the commencement of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , a person was, as respects any land, a person to whom section 3 of the Act of 1967 applied or would have been such a person if he had served a notice under section 4 of that Act, he shall as from such commencement be a person to whom Part II of the Landlord and Tenant (Ground Rents) (No. 2) Act, 1978 , applies.

Conversion of leases for lives into fee simple.

74.—A person entitled to an interest in land the title to which interest originated under a lease for lives renewable forever which was created prior to the 1st day of

[New]

August, 1849, and was not converted into a fee farm grant under the Renewable Leasehold Conversion Act, 1849, shall from the commencement of this Act hold the land for an estate in fee simple. The said estate shall be deemed to be a graft upon the previous interest and shall be subject to any rights or equities arising from its being such graft.

Sale of houses for which letting grants were paid to public utility societies.

[New]

75.—(1) This section applies to a house which was erected by a public utility society within the meaning of section 2 (1) of the Housing Act, 1966 , and in relation to which erection a grant was made under the Housing (Financial and Miscellaneous Provisions) Acts, 1932 to 1962, and there is a subsisting undertaking, given by the public utility society in consideration of the grant, that the house would not be sold.

(2) The Minister for the Environment (in this section referred to as the Minister) may grant his consent to the sale of a house to which this section applies.

(3) Where the Minister grants his consent to the sale of a house to which this section applies, then, notwithstanding any undertaking of the kind described in subsection (1) or any limitation which may apply by virtue of section 121 of the Housing Act, 1966 , the house may be sold and the sale shall operate to vest the premises in the purchaser freed and discharged from any such undertaking.

(4) The Minister may, in relation to the sale of a house to which this section applies which was effected prior to the commencement of this section, grant his consent to such sale and where the Minister so grants his consent the fact that the sale was effected prior to the commencement of this section shall not affect and shall be deemed never to have affected the validity of the sale and such sale shall be deemed for all purposes to have been effected in accordance with subsection (3).

(5) In this section, "***grant***", in relation to a house, means a grant of land as a site for such house or a grant of money in respect of such house or a grant made partly in one such way and partly in the other such way.

Necessary party to deed, etc., under disability or failing to act.

[1931, s. 27 (*e*); 1958, s. 24 (3)-(6)]

76.—(1) In this section "***necessary party***" means a person who is required under this Act to grant or join in the grant of a lease or tenancy and "***requirement***" refers to anything so required.

(2) Where a necessary party is, by reason of having a fiduciary capacity or a limited estate or by reason of restrictive covenants in a lease or tenancy under which he holds, unable to comply with a requirement the Court may, on the application of any person concerned, empower him to do so.

(3) Where a necessary party is an infant or a person of unsound mind or cannot be found or refuses or fails to execute or join in the execution of a lease or tenancy, the Court may, on the application of any person concerned, appoint and empower an

officer of the Court to execute it or join in the execution thereof on behalf of the necessary party.

(4) Where, in relation to a lease or tenancy, a necessary party is unknown or unascertained, the Court may, on the application of any person concerned, appoint any person who is receiving the rent in respect of the applicant's interest in the premises, or such other person as the Court may think fit, to represent such unknown or unascertained person in all proceedings in connection therewith and may appoint and empower an officer of the Court to execute the lease or tenancy on behalf of the necessary party.

(5) Where an officer of the Court is appointed under subsection (3) or (4) to execute or join in the execution of a lease or tenancy the Court may order the rent payable under the lease or tenancy to be paid into Court or may make such order or give such direction in regard to the payment of the rent as it thinks proper.

(6) Where a person upon whom a notice under any provision of this Act is required to be served cannot be found or ascertained, that person shall be deemed to be a necessary party for the purposes of this section and the provisions of this section shall apply accordingly with the necessary modifications.

(7) A power conferred on the Court by this section shall be exercised in relation to a ward of court only by leave of the court of which he is a ward.

Survival of rights on death.

[New]

77.—On the death of a person who has claimed any right under this Act his personal representative or successor in title may act in his place for the purposes of all matters consequential upon the claim.

Lease terminating by ejectment or re-entry.

[New in pt. 1958, ss. 20, 21; cf. 1931, s. 34]

78.—(1) Where a lease or other contract of tenancy (in this section referred to as the terminated lease or contract) is terminated before its normal expiration—

(*a*) a lease or other contract of tenancy or any premises comprised in the terminated lease or contract shall not, if it is a lease or contract, to which any Part of this Act applies, inferior to the terminated lease or contract, be terminated by the termination;

(*b*) the person who would, but for this subsection, become entitled by virtue of the termination of the terminated lease or contract to the possession of the premises shall become entitled to the reversion on the inferior lease or contract;

(*c*) that person shall, subject to subsection (2), become entitled to the benefit of the rent reserved by and the covenants contained in the inferior lease or contract and shall be regarded for the purposes of this Act as having

become the immediate lessor of the premises.

(2) The person holding premises under an inferior lease or other contract of tenancy to which subsection (1) (*a*) applies shall, from the date of the termination of the terminated lease or contract, hold the premises at whichever of the following rents is the greater—

(*a*) the rent reserved by the inferior lease or contract,

(*b*) such portion of the rent reserved by the terminated lease or contract as is fairly attributable to the premises.

Application of Settled Land Acts.

[1931, s. 43; 1958, s. 17]

79.—(1) The powers of granting leases conferred on a tenant for life by section 6 of the Settled Land Act, 1882, apply to the grant of any lease or tenancy which is required to be granted under this Act.

(2) Capital money arising under the Settled Land Acts, 1882 to 1890, may be applied—

(*a*) in payment of any sum payable to a person for compensation or damages awarded under this Act and any related costs, charges and expenses, or

(*b*) in payment, as for an improvement authorised by the said Acts, of any money expended or costs incurred under this Act in or about the execution of an improvement, or

(*c*) in payment of any costs, charges and expenses incurred in relation to an application under this Act.

(3) The payment of compensation or damages awarded under this Act shall be included among the purposes for which a tenant for life may raise money under section 18 of the Settled Land Act, 1882.

(4) (*a*) Where a person liable to pay compensation under this Act is a tenant for life or in a fiduciary position, he may require the sum payable for compensation and any related damages, costs, charges and expenses to be paid out of capital money held on the same trusts as the settled land.

(*b*) In this subsection "***capital money***" includes personal estate held on the same trusts as the land, and "***settled land***" includes land held on trust for sale.

Mortgages.

[New in pt. cf. 1958, s. 8; 1967, s. 24 (1)]

80.—(1) For the purposes of the application to any person of the provisions of this Act relating to the grant to him of any estate or interest in land, the existence of a mortgage on the interest of that person shall be disregarded.

(2) Where, either before or after the commencement of this Act—

(*a*) a lessee executes a mortgage by subdemise of the whole or part of the land comprised in his lease, retaining a nominal reversion therein, and

(*b*) the land comprised in the subdemise is sold for the enforcement of the mortgage,

the purchaser shall, for the purposes of this Act, be deemed to have acquired the interest of the lessee in the demised land for the entire of the unexpired term of the lease, including the period of the nominal reversion.

Valuation by Commissioner of Valuation.
[1931, ss. 26 in pt., 30; 1958, s. 22]

81.—(1) The Court may, and if so requested by any party concerned shall, cause to be sent to the Commissioner of Valuation a request for a valuation, estimate or statement in respect of any particular matter relevant to proceedings under this Act and may for that purpose adjourn the proceedings.

(2) The Commissioner shall thereupon cause such valuation, estimate or statement to be prepared and sent to the Court and may charge therefor a fee calculated in accordance with regulations made by the Minister for Finance.

(3) Where a request is sent to the Commissioner under this section, the Court shall have regard to the valuation, estimate or statement furnished by the Commissioner.

(4) Any party concerned shall be entitled to obtain from the Circuit Court Office a copy of a valuation, estimate or statement furnished by the Commissioner under this section, subject to payment therefor at the rate for the time being chargeable by law for copies of documents obtained from the office.

(5) A fee payable under this section shall be borne and paid to the county registrar by such party or by such parties in such proportions as the Court directs, and shall be paid by the county registrar into or disposed of by him for the benefit of the Exchequer in such manner as the Minister for Finance directs.

Evidence and apportionment of rateable valuation.
[1958, s. 4 (3) (*b*), (*d*)]

82.—(1) The inclusion in the certificate signed by or on behalf of the Commissioner of Valuation on an extract from the valuation list issued under section 9 of the Annual Revision of Rateable Property (Ireland) Amendment Act, 1860, of a statement that a valuation shown in the extract is the rateable valuation obtaining on a date specified in the certificate shall for the purposes of this Act be evidence of that fact.

(2) Where land does not on a particular date bear a separate rateable valuation, the Commissioner of Valuation may for the purposes of this Act apportion the rateable valuation or valuations of the properties in which the land was comprised on that date and may charge a fee for the apportionment.

(3) Every fee charged by the Commissioner of Valuation under this section shall be determined, accounted for and applied in the same manner as the fees charged by the Commissioner under section 9 of the Annual Revision of Rateable Property (Ireland) Amendment Act, 1860.

Extension of times limited by this Act.
[1931, s. 45; 1958, ss. 13 (4),

83.—Where a person fails to do any act or thing in the time provided for by or under this Act, the Court may, on such terms as it thinks proper (and shall unless satisfied that injustice would be caused) extend the time where it is shown that the

18 (7) (*a*) in pt.] failure was occasioned by disability, mistake, absence from the State, inability to obtain requisite information or any other reasonable cause.

Notices requiring information.
[1931, s. 40; 1958, s. 13 in pt.]

84.—(1) A person seeking any estate or interest in any premises under this Act may, in order to secure the joinder of all necessary parties in the grant, serve a notice in the prescribed form upon his immediate lessor requiring information as to the nature and duration of the reversion of that lessor, and the name and address of the person for the time being entitled to the next superior interest and may also serve a similar notice on each other person holding a superior interest.

(2) Where a person upon whom a notice is to be served under subsection (1) cannot be found or ascertained, a notice in the prescribed form may be served upon the person receiving the rent for the premises requiring the name and address of the person to whom the rent is paid by the person upon whom the notice is served and any other information reasonably necessary for the purpose specified in subsection (1).

(3) It shall be the duty of a person on whom a notice is served under this section to give or send in writing, within one month of service, such required information as is within his possession or procurement.

(4) Where a person has served a notice under this section and the person on whom it is served refuses or fails to provide the information as required by this section, the person who served the notice may apply to the Court which may make such order as justice may require to compel the person on whom the notice was served to provide the information.

Void contracts.
[1931, s. 42]

85.—So much of any contract, whether made before or after the commencement of this Act, as provides that any provision of this Act shall not apply in relation to a person or that the application of any such provision shall be varied, modified or restricted in any way in relation to a person shall be void.

Rights of entry and inspection.
[1931, s. 41]

86.—Where an improvement notice or a notice of intention to claim relief under Part II or IV has been served, the landlord and every superior landlord on whom the notice or a copy thereof has been served under this Act, and every person authorised by the landlord or any such superior landlord, shall be entitled to enter at all reasonable times on the premises and there to make such inspection and examination and take such measurements as are necessary or proper for the determination by the landlord or superior landlord (as the case may be) of the course he will adopt in relation to the notice.

Set-off against rent for cost of repairs.
[1931, s. 61]

87.—(1) Where a landlord refuses or fails to execute repairs to a tenement which he is bound by covenant or otherwise by law to execute and has been called upon by the tenant to execute, and the tenant executes the repairs at his own expense, the tenant may set off the expenditure against any subsequent gale or gales of rent until it is recouped.

(2) Where a set-off is made under this section against the whole or part of a gale of rent, the landlord entitled to receive the rent shall on receiving evidence of the expenditure of the amount so set off, be bound to give the like receipt for the gale of rent as he would be bound to give if the gale or part of the gale had been paid in money.

Service of notices.

[1931, s. 63; 1967, s. 23]

88.—(1) Service of a notice or other document under this Act may be effected by post and, if so effected, shall be by registered post.

(2) Any notice or other document required or authorised by this Act to be served by a lessee on his lessor may be so served by sending it by registered post addressed to the person to whom the lessee pays the rent of the premises to which the notice or document relates at the place at or to which he pays or sends the rent.

(3) Any notice or other document required or authorised by this Act to be served on a lessee may be so served by sending it by registered post addressed to him at the premises to which the notice or document relates.

(4) Service of a notice or other document under this Act on behalf of a person shall be deemed, for the purposes of this Act, to be service of the notice or document by the person.

SCHEDULE

Repeal of Enactments

Section 11.

Number and Year	Short Title	Extent of repeal
No. 55 of 1931.	Landlord and Tenant Act, 1931 .	The whole Act.
No. 2 of 1958.	Landlord and Tenant (Reversionary Leases) Act, 1958 .	The whole Act.
No. 42 of 1960.	Rent Restrictions Act, 1960 .	Section 54 .
No. 10 of 1967.	Rent Restrictions (Amendment) Act, 1967 .	Section 13 .

Acts Referred to

An Act to amend the Law of Ireland respecting the Assignment and Sub-letting of Lands and Tenements (1826)	1826, c. 29
Annual Revision of Rateable Property (Ireland) Amendment Act,	1860, c. 4

1860	
	1963,
Companies Act, 1963	No. 33
	1946,
Harbours Act, 1946	No. 9
	1970,
Health Act, 1970	No. 1
	1966,
Housing Act, 1966	No. 21
	1923,
Increase of Rent and Mortgage Interest (Restrictions) Act, 1923	No. 19
	1937,
Interpretation Act, 1937	No. 38
	1931,
Landlord and Tenant Act, 1931	No. 55
	1971,
Landlord and Tenant (Amendment) Act, 1971	No. 30
	1967,
Landlord and Tenant (Ground Rents) Act, 1967	No. 3
	1978,
Landlord and Tenant (Ground Rents) Act, 1978	No. 7
	1978,
Landlord and Tenant (Ground Rents) (No. 2) Act, 1978	No. 16
	1958,
Landlord and Tenant (Reversionary Leases) Act, 1958	No. 2
	1941,
Local Government Act, 1941	No. 23
	1963,
Local Government (Planning and Development) Act, 1963	No. 28
Local Government (Sanitary Services) Acts, 1878 to 1964	
	1946,
Rent Restrictions Act, 1946	No. 4
	1960,
Rent Restrictions Act, 1960	No. 42
	1967,
Rent Restrictions (Amendment) Act, 1967	No. 10

	1882, c.
Settled Land Act, 1882	32
	1906, c.
Town Tenants (Ireland) Act, 1906	54