

SAORSTAT ÉIREANN.

BILLE UM THIARNAI TIGHE AGUS TIONONTAITHE, 1930. LANDLORD AND TENANT BILL, 1930.

*Mar do ritheadh ag dhá Thigh an Oireachtais.
As passed by both Houses of the Oireachtas.*

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[No. 34d of 1930.]

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SAORSTÁT EIREANN.

BILLE UM THIARNAI TIGHE AGUS TIONONTAITHE, 1930.
LANDLORD AND TENANT BILL, 1930.

BILL

entitled

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AN ACT TO MAKE PROVISION FOR THE FURTHER
IMPROVEMENT AND AMELIORATION OF THE POSI-
TION OF TENANTS IN URBAN AREAS AND CERTAIN
OTHER TENANTS AND FOR THAT PURPOSE TO
10 AMEND THE LAW RELATING TO COMPENSATION
FOR IMPROVEMENTS MADE BY SUCH TENANTS
AND TO DISTURBANCE OF SUCH TENANTS,
TO FACILITATE THE GRANTING OF BUILDING
LEASES, AND TO MAKE OTHER PROVISIONS IN RELA-
15 TION TO LANDLORDS AND TENANTS IN URBAN
AREAS.

BE IT ENACTED BY THE OIREACHTAS OF SAORSTÁT
EIREANN AS FOLLOWS :—

PART I.

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PRELIMINARY AND GENERAL.

1.—This Act may be cited as the Landlord and Tenant Act, Short title.
1931.

2.—In this Act—

the word “ tenement ” means land or premises complying with
25 all the following conditions, that is to say :—

Definitions.

(a) it either—

(i) is situate in an urban area and consists either of
land covered wholly or partly by buildings or of a
defined portion of a building, or

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(ii) is situate elsewhere than in an urban area and
consists of land not exceeding one statute acre in
area and having a house thereon, and

(b) if it consists of land covered in part only by buildings,
the portion of such land not so covered is subsidiary
and ancillary to such buildings, and

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(c) it is held by the occupier thereof under a lease or other
contract of tenancy express or implied or arising by
virtue of a statute, and

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(d) such contract of tenancy is not a letting which is made
and expressed to be made for the temporary con-
venience of the lessor or of the lessee and (if made
after the passing of this Act) stating the nature of such
temporary convenience, and

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

the expression “ urban area ” means an area which is either a
county or other borough, an urban district, a town, or a village ;
the word “ tenant ” means the person for the time being entitled
50 to the occupation of a tenement and, where the context so admits,
includes a person who has ceased to be entitled to such occupa-
tion by reason of the termination of his tenancy ;

the word “ landlord ” means the person for the time being
entitled to receive (otherwise than as agent for another person)
55 the rent paid in respect of a tenement 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 ;

the expression “ superior landlord ” means a person entitled in
possession to a tenement by a tenure superior, whether mediately
60 or immediately, to the tenure of the landlord of such tenement ;

the expression "predecessors in title" when used in relation to a tenant means and includes all previous tenants of the tenement of such tenant under the same tenancy as such tenant or any tenancy of which such tenancy is or is deemed to be a continuation or renewal, and the said expression when used in relation to a landlord means and includes all previous landlords of the tenement of such landlord; 5

the word "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 shall include a fee farm grant; 10

the word "lessee" shall, where the context so admits, be construed as including the executors, administrators, and assigns of the lessee;

the word "lessor" shall, where the context so admits, be construed as including the heirs, executors, administrators, and assigns of the lessor; 15

the word "improvement" when used in relation to a tenement means any addition or alteration to the buildings comprised in such tenement and includes any structure erected on such tenement which is ancillary or subsidiary to the said 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; 20

the word "business" means any trade, profession, or business carried on for gain or reward; 25

the expression "compensation under this Act" shall be construed as equivalent to the expression "compensation for improvements and compensation for disturbance or either of them"; 30

the expression "relief under this Act" shall be construed as equivalent to the expression "compensation for improvements or a new tenancy under Part III of this Act";

the word "prescribed" means prescribed by regulations made by the Minister for Justice under this Act; 35

except in Part V of this Act, the expression "building lease" means a lease made partly in consideration of the lessee having erected or agreed to erect permanent buildings, whether new or additional, on the demised premises.

Exclusion of certain lands and premises held by local authorities.

3.—Where the buildings on any land or premises were or are provided by a local authority under the Housing of the Working Classes (Ireland) Acts, 1890 to 1921, or the Labourers (Ireland) Acts, 1883 to 1930, the following provisions shall have effect, that is to say:— 40

(a) if such land or premises is or are held by such local authority in fee simple, this Act shall not apply in respect of such land or premises; 45

(b) if such land or premises is or are held by such local authority under a lease, such local authority shall be deemed for the purposes of this Act to be the tenant of such land or premises and to be in exclusive occupation thereof. 50

Construction of references to reversions.

4.—(1) References in this Act to the reversion of a landlord as a period of time shall be construed as referring to the length of time by which the unexpired term for which such landlord holds the relevant tenement exceeds the term for which the tenant holds such tenement. 55

(2) References in this Act to the reversion of a superior landlord as a period of time shall be construed as referring to the length of time by which the unexpired term for which such superior landlord holds the relevant tenement exceeds the term for which his immediate lessee holds such tenement. 60

The Court for the purposes of this Act.

5.—(1) In this Act the expression "the Court" means the Circuit Court.

(2) The jurisdiction conferred by this Act on the Circuit Court shall be exercised by the Judge of that Court for the time being 65

assigned to the Circuit in which is situate the tenement or other land in relation to which such jurisdiction is exercised.

(3) The Minister may, after consultation with the committee mentioned in section 65 of the Courts of Justice Act, 1924 (No. 10 of 1924), make rules of court for the purposes of this Act and, in particular, for regulating the practice and procedure under this Act.

(4) Every rule of court made under this section shall be laid before each House of the Oireachtas as soon as may be after it is made, and if either such House shall, within the next twenty-one days on which such House has sat after such rule is laid before it, pass a resolution annulling such rule, such rule shall be annulled accordingly but without prejudice to the validity of anything previously done thereunder.

(5) Unless and until otherwise provided by rules of court, all applications under this Act to the Court shall be made by originating or interlocutory (as the case may require) notice of motion.

(6) Section 61 (which relates to appeals from the Circuit Court in civil cases) of the Courts of Justice Act, 1924 (No. 10 of 1924), shall apply to every order made by the Court under this Act and accordingly an appeal shall lie under and in accordance with that section from every such order, and a court hearing any such appeal shall have all the powers conferred by this Act on the Court.

25 **6.**—Where a person retains possession of a tenement by virtue of the Increase of Rent and Mortgage Interest (Restrictions) Acts, 1923 to 1930, the tenancy arising by virtue of those Acts on such retention shall, for the purposes of this Act (whether such retention began before or after the passing of this Act), be deemed to be a continuation of the tenancy on the termination of which such retention began.

Tenancies under the Increase of Rent and Mortgage Interest (Restrictions) Acts.

35 **7.**—The Minister for Justice after consultation with the President of the Incorporated Law Society of Ireland may by order make regulations prescribing any form, matter, or thing which is in this Act referred to as prescribed or to be prescribed.

Regulations.

40 **8.**—All expenses incurred by the Minister for Finance, the Minister for Justice, or the Commissioner of Valuation and Boundary Surveyor in the execution 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.

Expenses.

9.—The Town Tenants (Ireland) Act, 1906, is hereby repealed.

Repeal.

PART II.

COMPENSATION FOR IMPROVEMENTS.

45 **10.**—(1) Subject to the provisions of this Act, a tenant of a tenement shall be entitled, on quitting such tenement on the expiration (otherwise than by surrender or ejection for non-payment of rent) of his tenancy therein, to be paid by the landlord of such tenement compensation (in this Act referred to as compensation for improvements) in accordance with this Act for every improvement made on such tenement by such tenant or any of his predecessors in title (whether before or after the passing of this Act) which, at the termination of such tenancy, adds to the letting value and is suitable to the character of such tenement.

Compensation for improvements.

55 (2) Subject to the provisions of this Act, a landlord of a tenement who holds such tenement under a lease or other contract of tenancy shall be entitled, on giving up possession of such tenement on the expiration of his lease or tenancy therein, 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 passing of this Act) on such tenement by a tenant thereof

and in respect of which such landlord or any of his predecessors in title has given consideration either by reduction of rent, or by payment of compensation under the Town Tenants (Ireland) Act, 1906, or by payment of compensation for improvements under this Act, or in any other way.

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Measure of
Compensation
for improve-
ments.

11.—(1) The amount of compensation for improvements in any particular case shall be such sum as may be agreed on between the landlord and the tenant and in default of such 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 shall determine to be attributable to the improvement which is the subject of such compensation. 10

(2) Where the compensation for an improvement is payable to a tenant by his landlord and the Court is satisfied that such 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 such improvement being or having been made, the Court shall deduct from the compensation for such improvement as ascertained under the foregoing sub-section of this section such sum as the Court shall think proper in respect of such benefits. 15 20

(3) Where the compensation for an improvement is payable to a landlord by his superior landlord, the Court shall make such deduction (if any) from such compensation as ascertained under the first sub-section of this section as the Court shall think proper in respect of benefits received by such landlord and (where applicable) his predecessors in title or any of them by way of increased rent or otherwise on account of such improvement. 25

(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 such addition. 30 35

Notices in
relation to the
making of an
improvement.

12.—(1) Where the tenant of a tenement proposes to make an improvement to such tenement he may serve on his landlord a notice (in this Act referred to as an improvement notice) in the prescribed form and consisting of the following documents, that is to say:— 40

- (a) a statement in the prescribed form of the intention to make such improvement, and
- (b) plans and a specification of such improvement, and
- (c) an estimate, verified by an architect, surveyor or building contractor, of the cost of making such improvement. 45

(2) Where an improvement notice is served on the landlord of a tenement, such landlord may, within two months after such service, serve on the tenant of such tenement any one but not more than one of the following notices, that is to say:—

- (a) a notice (in this Act referred to as an improvement consent) in the prescribed form consenting to the making of such improvement; or 50
- (b) a notice (in this Act referred to as an improvement undertaking) in the prescribed form undertaking to execute such improvement in consideration of either (as such landlord shall state in such notice) a specified increase of rent or an increase of rent to be fixed by the Court; or 55
- (c) a notice (in this Act referred to as an improvement objection) in the prescribed form objecting to such improvement on grounds specified in such notice. 60

(3) Where a landlord on whom an improvement notice has been served holds the tenement in relation to which such notice was served either 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 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 under a
5 tenancy from year to year or any lesser tenancy, such landlord shall, within one month after the service of such improvement notice on him, serve such improvement notice or a copy thereof on his immediate superior landlord, and such immediate superior landlord may, within two months after the date of the
10 service of such improvement notice by the tenant on the landlord, serve on the landlord and on the tenant either an improvement consent or an improvement objection.

(4) Every superior landlord on whom an improvement notice or a copy thereof is served under this section (including this
15 sub-section) and who holds the tenement to which such notice relates under a lease of which less than twenty-five years are unexpired at the date of such service or under a tenancy from year to year or any lesser tenancy, shall within one week after such service serve such improvement notice (or such copy thereof)
20 or a copy thereof on his next superior landlord, and such next superior landlord shall have the like right of serving an improvement consent or an improvement objection as such first-mentioned superior landlord has under this section (including this sub-section).

(5) Every improvement notice or copy of an improvement notice which is served under this section on a superior landlord shall have endorsed thereon a statement of the date on which such improvement notice was served on the landlord of the tenement to which such notice relates.

30 **13.**—(1) Where a sanitary authority serves under the Public Health Acts, 1878 to 1931, or the Housing of the Working Classes (Ireland) Acts, 1890 to 1921, a notice on the tenant of a tenement requiring the execution by such tenant of any work which is an improvement within the meaning of this Act, such tenant shall,
35 within three days after the service of such notice on him, serve on the landlord of such tenement a notice in writing (in this Act referred to as a sanitary work notice) stating the fact of the service of such notice by such sanitary authority and stating the material portions of such notice.

Works required by a sanitary authority.

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

(3) Whenever the landlord of a tenement has served under and in accordance with this section a sanitary work undertaking on the tenant of such tenement the following provisions shall have effect,
50 that is to say :—

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

55 (b) such tenant may serve on the sanitary authority a copy of such sanitary work undertaking and thereupon the obligation to comply with the notice served by the sanitary authority and the liability for failure to comply with such notice shall be transferred to and
60 become and be the obligation and liability of such landlord in exoneration of such tenant.

(4) Where a tenant has served a sanitary work notice on his landlord and such landlord has not, within three days after such service, served on such tenant a sanitary work undertaking in respect of such sanitary work notice, such tenant shall be entitled
65 to execute as an improvement the work mentioned in the notice

the service of which by the sanitary authority occasioned the service of such sanitary work notice.

Execution of improvement in absence of objection.

14.—(1) Where a tenant has served an improvement notice on his landlord and such landlord has not, within two months after such service, served on such tenant an improvement undertaking in respect of such improvement notice and neither such landlord nor any superior landlord has, within such two months, served on such tenant an improvement objection in respect of such improvement notice, 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 such landlord or superior landlord) the improvement specified in such improvement notice in accordance in all respects with such notice. 5 10

(2) References in this Act to a tenant being entitled on consent to execute an improvement shall be construed as referring to such tenant being entitled under this section to execute such improvement. 15

Rights of parties on service of improvement undertaking.

15.—Where a tenant has served an improvement notice on his landlord and such landlord has, within two months after such service, served on such tenant an improvement undertaking in respect of such improvement notice and no superior landlord has within such two months, served on such tenant an improvement objection in respect of such improvement notice, the following provisions shall have effect, that is to say :— 20

(a) such tenant may, by notice in writing served on such landlord within fourteen days after the service of such improvement undertaking, either accept such improvement undertaking, or withdraw the improvement notice served by him, or, where such improvement undertaking specifies an increase of rent, object to the amount of such increase; 25 30

(b) where such tenant does not within the said fourteen days serve any notice under the foregoing paragraph or such tenant duly accepts such improvement undertaking, such 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 such 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 such improvement; 35 40

(c) if such tenant duly withdraws in accordance with this section the improvement notice served by him, such notice shall for all purposes be deemed never to have been served; 45

(d) where such tenant duly objects in accordance with this section to the amount of the increase of rent specified in such improvement undertaking, then

(i) such landlord and such tenant may either fix by agreement the amount of such increase of rent or agree that the amount of such increase of rent shall be fixed by the Court, and thereupon such improvement undertaking shall have effect in accordance with such agreement and be deemed to have been duly accepted in accordance with this section by such tenant, or 50 55

(ii) either such landlord or such tenant may apply to the Court and upon the hearing of such application the Court may, as it shall think proper, either fix the amount of such increase of rent or deem such improvement undertaking to be an improvement objection and deal with it accordingly or make such other order as justice may require; 60

(e) where such improvement undertaking is, by its terms or by subsequent agreement, made subject to an increase 65

of rent of an amount to be fixed by the Court, such landlord or such tenant may, when the improvement has been duly executed by such landlord, apply to the Court to fix the amount of such increase of rent and thereupon the Court shall fix such amount accordingly;

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(f) upon the completion of such improvement by such landlord in accordance with such improvement undertaking and this section, the rent payable by such tenant to such landlord shall, as from the date of such completion, be increased in accordance with such 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 such increase shall be determined by the Court on the application of such landlord or such tenant;

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

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16.—(1) Where a tenant has served an improvement notice on his landlord and either such landlord or a superior landlord has, within two months after such service, served on such tenant an improvement objection in respect of such improvement notice, such tenant may save as is otherwise provided in this section, within one month after the service of such improvement objection, either—

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

(b) apply to the Court under this section.

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(2) Where a tenant has served an improvement notice on his landlord and either such landlord or a superior landlord has, within two months after such service, served on such tenant an improvement objection in respect of such improvement notice, then, unless such tenant either holds the tenement to which such notices relate under a lease or other contract of tenancy granted for a term of more than five years or for a life or lives or such tenant and his predecessors in title have been in occupation of such tenement for more than five years, the said improvement objection shall be final and it shall not be lawful for such tenant to make the improvement which is the subject of such improvement objection.

(3) Where a tenant duly withdraws, in accordance with this section, an improvement notice, such notice shall for all purposes be deemed never to have been served.

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(4) Where a tenant applies to the Court under this section and the Court is satisfied—

(a) that the improvement which is the subject of such application is of such character as to be calculated to add to the letting value of the tenement, and

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(b) is suitable to the character of such tenement, and

(c) is not calculated to injure the amenity or convenience of the neighbourhood,

the Court may make an order (in this Act referred to as an improvement order) authorising such tenant to make such improvement in accordance with the said improvement notice either without modification or with such modifications as the Court shall think proper to specify in such order and, if the Court so thinks fit, specifying a time within which such improvement shall be completed.

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(5) Where, on an application to the Court under this section, it appears that the improvement objection the subject of the application was served by a superior landlord and that the land-

Rights of parties on service of improvement objection.

lord duly served an improvement undertaking and the Court is satisfied that but for this sub-section an improvement order should be made, the Court may, in lieu of making an improvement order, authorise such landlord to execute the improvement in accordance with such improvement undertaking subject to such (if any) modifications as the Court may think proper to make in such undertaking. 5

(6) The court shall not make an improvement order until it is satisfied that all interested parties have notice of the proceedings.

(7) Where an improvement order has been made and the tenant fails or neglects to execute and complete in accordance with such order the improvement thereby authorised within the time limited in that behalf by such 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 such application the Court may make such order as justice may require. 10 15

Restrictions on right to compensation for improvements.

17.—(1) The tenant of a tenement to which the Town Tenants (Ireland) Act, 1906, applied immediately before the passing of this Act shall not be entitled to compensation for improvements in respect of an improvement made on such tenement on or after the 1st day of January, 1907, and before the passing of this Act and in respect of which compensation could be awarded under the Town Tenants (Ireland) Act, 1906, and in respect of which such tenant is precluded by sub-section (3) of section 3 from claiming compensation under that Act. 20 25

(2) A tenant shall not be entitled to compensation for improvements in respect of an improvement made before the passing of this Act on a tenement in contravention of the lease or other contract of tenancy under which such tenement was held. 30

(3) A tenant shall not be entitled to compensation for improvements in respect of an improvement made after the passing of this Act unless—

(a) an improvement notice was duly served in accordance with this Act in relation to such improvement, and 35

(b) the tenant by whom such notice was so served became entitled under this Act to execute such improvement either on consent or by virtue of an improvement order, and

(c) such improvement was duly executed in accordance (as the case may be) with such improvement notice and this Act or with such improvement order. 40

(4) A landlord shall not be entitled to compensation for improvements in respect of an improvement made after the passing of this Act in relation to which the improvement notice (or a copy thereof) served by the tenant in respect of such improvement was not duly served on the superior landlord in accordance with this Act. 45

(5) Neither of the two next foregoing sub-sections of this section shall apply in respect of an improvement which is a work executed in pursuance of an order of a sanitary authority under the Public Health Acts, 1878 to 1931, or the Housing of the Working Classes (Ireland) Acts, 1890 to 1921, but a tenant shall not be entitled to compensation in respect of such work unless such tenant has served on his landlord a sanitary work notice in respect of such work and has become entitled under this Act to execute such work as an improvement: provided that the failure to serve such notice shall not deprive a tenant of his right (if any) to compensation in respect of such work if such tenant satisfies the Court that his landlord did not suffer any loss or damage by reason of such failure. 50 55 60

(6) The landlord of a tenement to which the Town Tenants (Ireland) Act, 1906, applied immediately before the passing of this Act shall not be entitled to compensation for improvements in respect of an improvement made on such tenement on or after the 1st day of January, 1907, and before the passing of this Act in respect of which he would be precluded by section 4 of the 65

Town Tenants (Ireland) Act, 1906, from claiming compensation under that Act.

18.—(1) Where—

Improvement
certificates.

- 5 (a) a tenant has duly served an improvement notice and no improvement undertaking or improvement objection is duly served in respect of such notice and such tenant executes and completes in accordance with such notice the improvement mentioned therein within one year from the service of such notice, or
- 10 (b) a tenant duly executes an improvement in accordance with an improvement order and completes such improvement within the time limited in that behalf by such order or, where no such time is so limited, within a reasonable time,
- 15 the landlord of such tenant shall, on the application of such tenant within six months after the completion of such improvement, give to such tenant a certificate (in this Act referred to as an improvement certificate) in writing in the prescribed form certifying that such improvement has been duly completed in
- 20 accordance with such improvement notice or improvement order, as the case may be.

(2) Where a tenant has duly applied under this section to his landlord for an improvement certificate and such landlord does not give such certificate to such tenant within one month after

25 such application, such tenant may apply to the Court, and on the hearing of such application the Court may make such order as justice shall require, including an order declaring that such improvement was duly made in accordance with the improvement notice or improvement order, as the case may be.

30 (3) An improvement certificate shall, as against the landlord by whom it is given and every of his successors in title, be conclusive evidence that the improvement mentioned in such certificate was duly executed and completed by the tenant to whom such certificate is given and that all relevant provisions of this

35 Act or any order or notice thereunder were duly complied with by such tenant in respect of such improvement.

(4) Where the tenant of a tenement executes work on such tenement in pursuance of an order of a sanitary authority under the Public Health Acts, 1878 to 1931, or the Housing of the

40 Working Classes (Ireland) Acts, 1890 to 1921, and such work is an improvement within the meaning of this Act, such tenant shall not be entitled to an improvement certificate under the foregoing provisions of this section in respect of such improvement, but shall be entitled to obtain from such

45 sanitary authority, within six months after the due completion of such work in accordance with such order, a certificate (in this Act referred to as a sanitary improvement certificate) in writing in the prescribed form certifying that such work was executed in pursuance of and completed in accordance with an order of such

50 sanitary authority.

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

55 (6) A landlord or sanitary authority to whom an application for an improvement certificate or sanitary improvement certificate (as the case may be) is made under this section may demand, as a condition of the giving of such certificate, the payment to him or them by the tenant by whom such application is made of

60 the expenses, calculated according to the prescribed scale, incurred by him or them in relation to the giving of such certificate.

PART III.

RIGHT TO NEW TENANCY.

19.—(1) On the termination within the meaning of this

65 section of a tenancy in a tenement, this Part of this Act shall

Application of
this Part of
this Act.

apply to such tenement if such tenement complies with any one of the following conditions, that is to say:—

- (a) such tenement was, during the whole of the three years next preceding the termination of such tenancy, bona-fide used by the tenant for the time being thereof wholly or partly for the purpose of carrying on a business and, immediately before such termination, either was held by the tenant thereof under a tenancy from year to year or under a lease or other contract of tenancy for a term of not less than one year or a lease for a life or lives or had been for not less than seven years continuously in the occupation of the person who was the tenant thereof immediately before such termination or of his predecessors in title, or 5
- (b) such tenement was, during the whole of the period of thirty years next preceding the termination of such tenancy, continuously in the occupation of the person who was the tenant thereof immediately before such termination or of his predecessors in title and such tenement was not acquired by such tenant or any of his predecessors in title by purchase for valuable consideration within such period of thirty years, or 10
- (c) at the termination of such tenancy the reversion of the landlord in the tenement does not exceed three years and such tenement was, during the whole of the period of fifteen years next preceding such termination, continuously in the occupation of the person who was the tenant thereof immediately before such termination or of his predecessors in title, or 20
- (d) improvements have been made on such tenement and the tenant would, if this Part of this Act did not apply to such tenement, be entitled to compensation for improvements in respect of such improvements and not less than one-half of the letting value of such tenement at such termination is attributable to such improvements. 25

(2) References in this section to the termination of a tenancy as a point in time shall be construed as referring—

- (a) in the case of a tenancy terminated by notice to quit, to the date of the service of such notice to quit; and 40
- (b) 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, to the day which is three months before the expiration of such term or period or the happening of such event; and 45
- (c) in the case of a tenancy terminated by the fall of a life or any other uncertain event, to the date on which such event happens.

Right of
tenant to
new tenancy.

20.—Subject to the provisions of this Act, a tenant of a tenement to which this Part of this Act applies shall, on the termination of his tenancy in such tenement, be entitled to a new tenancy in such tenement on such terms as may be agreed upon between such tenant and his landlord or as shall, in default of such agreement, be fixed by the Court. 50

Restrictions on
the right to
new tenancy.

21.—(1) A tenant shall not be entitled to a new tenancy under this Part of this Act where— 55

- (a) his tenancy is terminated by ejection for non-payment of rent; or
- (b) his tenancy is terminated by ejection, notice to quit, or otherwise on account of a breach by such tenant of a condition of such tenancy; or 60
- (c) he terminates his tenancy by notice of surrender or otherwise; or
- (d) his tenancy is terminated by notice to quit given by his landlord for good and sufficient reason; or 65
- (e) his tenancy terminated otherwise than by notice to quit and his landlord either refused for good and sufficient

reason to renew his tenancy or would, if he had been asked to renew such tenancy, have had good and sufficient reason for refusing so to do.

(2) In this section the expression "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.

10 22.—(1) Where it appears to the Court either—

Compensation
for disturbance
in certain cases.

(a) that the landlord of a tenement to which this Part of this Act applies bona-fide intends or has agreed to pull down and rebuild or to reconstruct the buildings or any part of the buildings included in such tenement, or

15 (b) that such landlord requires vacant possession of such tenement for the purpose of carrying out a scheme of development of property which includes such tenement, or

20 (c) that for any reason the creation of a new tenancy in such tenement would not be consistent with good estate management,

the tenant of such tenement shall not be entitled under this Part of this Act to a new tenancy in such tenement.

25 (2) Where an application for a new tenancy under this Part of this Act is refused on one of the grounds mentioned in paragraph (a) or paragraph (b) of sub-section (1) of this section and the landlord of the tenement to which such application relates does not, within a reasonable time, carry out the intention, agreement, or purpose (as the case may be) on account of which such
30 application was refused, such landlord shall be guilty of contempt of Court and be punishable accordingly.

(3) Where the Court is satisfied—

35 (a) that the tenant of a tenement to which this Part of this Act applies would, but for this section, be entitled under this Part of this Act to a new tenancy in such tenement, and

40 (b) that, during the whole of a period of three years expiring at or within three months before the termination of his tenancy in such tenement, such tenement was used by the tenant for the time being thereof wholly or partly for the purpose of carrying on therein a business,

such tenant shall, in lieu of a new tenancy under this Part of this Act, be entitled, on quitting such tenement on the expiration of
45 such tenancy, to be paid by the landlord of such tenement compensation (in this Act referred to as compensation for disturbance) in accordance with this Act.

(4) Where compensation for disturbance is awarded under this section to the tenant of a tenement and such compensation is
50 not paid within the time limited in that behalf by this Act, such tenant shall be entitled, after the expiration of the said time so limited and before the payment of such compensation, to renew his application for a new tenancy under this Part of this Act in such tenement, and the foregoing sub-sections of this section shall
55 not apply in respect of such application and the granting of such application shall operate as a discharge of the said award of compensation for disturbance.

(5) Where the Court is satisfied—

60 (a) that the tenant of a tenement to which this Part of this Act applies would but for paragraph (a) or paragraph (b) of sub-section (1) of this section be entitled under this Part of this Act to a new tenancy in such tenement, and

65 (b) that the landlord will not require possession of such tenement for the purposes mentioned in the said paragraph (a) or the said paragraph (b) (as the case may

be) until after the expiration of a period of at least six months,

the Court shall, if such tenant so requests, continue the existing tenancy of such tenant in such tenement until such tenancy is terminated by such landlord for the purposes aforesaid by the service of six months previous notice in writing, but subject to the condition that such continuation of such tenancy shall be without prejudice to the right of such tenant to relief under this Act on such termination of such continued tenancy. 5

Measure of compensation for disturbance.

23.—Where the Court awards to a tenant compensation for disturbance the measure of such compensation shall be the pecuniary loss, damage, or expense which such tenant sustains or incurs or will sustain or incur by reason of his quitting the tenement in respect of which such compensation is awarded and which is the direct consequence of his quitting such tenement. 10 15

PART IV.

GENERAL PROVISIONS IN RELATION TO RELIEF UNDER FOREGOING PARTS OF THIS ACT.

Notice of intention to claim relief.

24.—(1) No claim for relief under this Act shall be maintained unless the claimant shall, within the time hereinafter mentioned, have served on the person against whom such claim is intended to be made notice (in this Act referred to as notice of intention to claim relief) in the prescribed form of his intention to make such claim. 20

(2) Every notice of intention to claim relief shall be served within whichever of the following times is applicable, that is to say:— 25

(a) in the case of a tenancy terminated by notice to quit, after but not more than one month after the service of such notice to quit, or 30

(b) 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, not less than three months before the termination of the tenancy, or

(c) in the case of a tenancy terminated by the fall of a life or any other uncertain event, within one month after the happening of such event coming to the knowledge of the claimant, or 35

(d) where the tenancy is deemed by this Act to terminate immediately after the passing of this Act, within six months after the passing of this Act. 40

(3) Every notice of intention to claim relief shall state the nature of the relief claimed and, where such relief is a new tenancy, such notice may include a claim in the alternative for compensation under this Act. 45

Application to the Court for relief.

25.—(1) A person who has duly served a notice of intention to claim relief may, at any time not less than two months after the service of such notice, apply to the Court to determine his right to such 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. 50

(2) An application to the Court under this section may be made, heard and determined either before and in anticipation of or after the expiration of the tenancy which gives rise to the claim. 55

Valuation of improvement by Commissioner of Valuation.

26.—(1) Where an application is made under this Act to the Court to determine the right of the person (in this section referred to as the applicant) making the application to relief under this Act the following provisions shall have effect, that is to say:—

(a) where the applicant claims compensation for improvements as original relief, the applicant shall lodge in the Circuit Court Office with the originating notice of motion or other originating document an improvement statement in duplicate; 60

- 5 (b) where the applicant claims a new tenancy as original relief and claims compensation for improvements (with or without compensation for disturbance) as alternative relief and the Court determines that the applicant is not entitled to such original relief, the further hearing of the application shall be adjourned and the applicant shall lodge in the Circuit Court Office an improvement statement in duplicate;
- 10 (c) every improvement statement lodged in a Circuit Court Office in pursuance of this sub-section shall be in the prescribed form and shall state the prescribed particulars of the improvement or each of the several improvements in respect of which compensation for improvements is claimed;
- 15 (d) whenever an applicant is required by this sub-section to lodge in the Circuit Court Office an improvement statement, such applicant shall, either before or within three days after such lodgment, furnish a copy of such improvement statement to the landlord or superior landlord from whom such compensation is claimed.
- 20

(2) Whenever an improvement statement is lodged in the Circuit Court Office in pursuance of this section, the county registrar shall forthwith send one duplicate of such improvement statement to the Commissioner of Valuation and Boundary Surveyor, and upon receipt of such statement the said Commissioner shall cause the tenement in which the improvement or the several improvements mentioned in such statement was or were made to be inspected and a valuation to be made in the prescribed form stating the following matters in respect of such improvement or

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30 of each of the several such improvements, that is to say:—

- (a) an estimate of the addition (if any) to the letting value of the said tenement at the termination of the relevant tenancy which is attributable to such improvement, and
- 35 (b) the probable duration of such addition, the probable life of the improvement, and any other matter relevant to the calculation of the capitalised value of such addition, and
- (c) an estimate of the capitalised value of such addition.

40 (3) The said Commissioner shall cause the said valuation to be sent to the county registrar together with a statement of the fee, calculated in accordance with regulations made by the Minister for Finance, payable for such valuation.

(4) The applicant shall, on demand by the county registrar,

45 pay to the county registrar the amount of the said fee payable for such valuation and until such fee is so paid no further proceedings shall be had in the matter, but upon payment of such fee the applicant and any other party shall be entitled to obtain from the county registrar a copy of the said valuation upon payment therefor at the rate for the time being chargeable by law

50 for copies of documents obtained from the Circuit Court Office.

(5) The Court, in fixing the amount of the said compensation for improvements, shall have regard to the several estimates and statements contained in the said valuation.

55 (6) The fee paid by an applicant for a valuation under this section shall, unless the Court otherwise directs, ultimately be borne in equal shares by the applicant and the person from whom he claims the compensation for improvements in relation to which such valuation was made.

60 (7) Every fee received by a county registrar for a valuation under this section shall be paid by such county registrar into or disposed of by him for the benefit of the Exchequer in such manner as the Minister for Finance shall direct.

27.—Where the relief claimed in an application to the Court under this Act is a new tenancy under Part III of this Act in the tenement to which the application relates the following provisions shall have effect, that is to say:—

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- (a) if the Court finds that the tenant making the application

Provisions in relation to applications for a new tenancy.

is entitled to such new tenancy the Court shall fix the terms of such new tenancy and shall make an order requiring the landlord of such tenement to grant and such tenant to accept a new tenancy in such tenement accordingly;

- (b) where the Court makes an order under this section for the grant to a tenant of a new tenancy in a tenement, such tenant shall not be entitled to compensation under this Act in respect of the termination of his previous tenancy in such tenement; 5 10
- (c) if the Court finds that such tenant is not entitled to such new tenancy and the notice of intention to claim relief on which the application is grounded includes a claim in the alternative for compensation under this Act, the Court shall hear and determine the claim for such compensation and, if the Court awards such compensation, shall fix the amount thereof; 15
- (d) if the Court finds that such tenant is not entitled to such new tenancy and the notice of intention to claim relief on which the application is grounded does not include a claim in the alternative for compensation under this Act, the Court may on the application of such tenant, if the Court having regard to all the circumstances of the case thinks proper so to do, amend on such terms as the Court thinks proper the said notice of intention to claim relief by inserting therein a claim in the alternative for compensation under this Act and thereupon deal with such claim in accordance with the next preceding paragraph of this section; 20 25
- (e) where the Court makes an order under this section for the grant to a tenant of a new tenancy in a tenement and the landlord or any of the landlords of such tenement cannot be found or is a person under a disability or in a fiduciary capacity or possessed of a limited estate only, the Court may make such order as the Court thinks proper to enable such new tenancy to be granted notwithstanding such impossibility of being found, disability, fiduciary capacity, or limited estate, as the case may be; 30 35
- (f) where the Court makes an order under this section for the grant to a tenant of a new tenancy in a tenement, the landlord of such tenement shall be bound to grant and such tenant shall be bound to accept a lease or other written contract of tenancy creating in such tenement, as from the expiration of the previous tenancy therein, a new tenancy on the terms specified in such order, and if any dispute, failure or question arises or occurs in the carrying out of such order any party concerned may apply to the Court and thereupon the Court may make such order as justice may require. 40 45 50

Offer by landlord of new tenancy in lieu of compensation.

28.—(1) Where a tenant has served on his landlord a notice of intention to claim relief which is limited to relief by way of compensation for improvements and such landlord has either a fee simple reversion or a reversion of more than five years in the tenement to which such notice relates, such landlord may, within two months after the service of such notice on him, serve on such tenant a notice in the prescribed form offering to such tenant either (as such landlord shall think proper to specify in such notice) a new tenancy in such tenement on terms specified in such notice or a new tenancy in such tenement on terms to be fixed by the Court. 55 60

(2) Where a landlord serves on his tenant a notice under the foregoing sub-section of this section offering to such tenant a new tenancy on terms specified in such notice, the following provisions shall have effect, that is to say:— 65

- (a) the tenant may, within one month after the service of such notice, serve on such landlord a notice in the prescribed form accepting such new tenancy;

- 5 (b) if the tenant serves a notice under the foregoing paragraph of this sub-section, such landlord shall forthwith grant and such tenant shall forthwith accept a lease or other written contract of tenancy creating in the tenement to which such notices relate and as from the expiration of the previous tenancy a new tenancy on the terms specified in the notice served by such landlord;
- 10 (c) the tenant may, in lieu of serving the notice hereinbefore mentioned, serve on the landlord a notice refusing such new tenancy;
- 15 (d) if the tenant serves a notice under the foregoing paragraph of this sub-section, the tenant may proceed with his application for relief by way of compensation for improvements, but on the hearing of such application the Court may, if it thinks fit and is satisfied that the tenant is entitled to such relief, in lieu of awarding such relief make an order requiring the landlord to grant and the tenant to accept a new tenancy in such tenement on such terms as the Court shall (subject to the provisions of this Act) think proper and shall specify in such order.
- 20

(3) Where a landlord serves on his tenant a notice under the first sub-section of this section offering to such tenant a new tenancy on terms to be fixed by the Court, the following provisions shall have effect, that is to say:—

25

- (a) either the landlord or the tenant may apply to the Court for an order fixing the terms of such tenancy;
- 30 (b) upon the Court making such order, such landlord shall forthwith grant and such tenant shall forthwith accept a lease or other written contract of tenancy creating in the tenement to which such notices relate a new tenancy on the terms specified in such order.

35 (4) Where a landlord and a tenant are required, by this section or an order made under this section, respectively to grant and accept a new tenancy in a tenement, such tenant shall not be entitled to compensation under this Act in respect of the termination of the previous tenancy in such tenement, without prejudice however to his right to claim compensation under this Act on the termination of the new tenancy.

40

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

45

29.—Where the Court fixes under this Act the terms of a new tenancy, whether such new tenancy is to be granted in pursuance of a provision of this Act or in pursuance of an order of the Court, the following provisions shall have effect, that is to say:—

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- (a) the Court shall fix the duration of such new tenancy;
- 55 (b) where the landlord holds the tenement in which such new tenancy is created under a lease, the duration of such new tenancy shall not exceed the term of such lease;
- (c) subject to the next preceding paragraph of this section, the duration of such new tenancy shall not, without the consent of the tenant, be less than a term of twenty-one years and shall not in any case exceed a term of ninety-nine years;
- 60
- (d) the rent payable by the tenant under such new tenancy shall not be less than (as the case may require) the rent payable by the landlord in respect of such tenement or such proportion of the rent payable by the landlord in respect of such tenement and other property as is in the opinion of the Court fairly apportionable to such tenement;
- 65

Fixing of terms of new tenancy by the Court.

- (e) subject to the foregoing paragraph of this sub-section, the said rent shall be the difference between the gross rent and the allowance for improvements as hereinafter respectively defined;
- (f) 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 such tenement, in each case on the basis of vacant possession being given, and in such circumstances that the supply of similar tenements is sufficient to meet the demand and the competition therefor is normal and having regard to the other terms of such tenancy and to the letting values of tenements of a similar character to and situate in the vicinity of such tenement but without regard to any goodwill which may exist in respect of such tenement;
- (g) the allowance in respect of 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) Part III of this Act did not apply to such tenement or such new tenancy had not been created;
- (h) the Court may, as one of the terms of such new tenancy, require the intended tenant to expend 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 such tenement and authorise the postponement of the granting of such new tenancy until such repairs have been duly completed.

Assistance of the Court by the Commissioner of Valuation under Part IV.

30.—(1) Where the Court fixes under this Act the terms of a new tenancy, whether such new tenancy is to be granted in pursuance of a provision of this Act or in pursuance of an order of the Court, the Court may and, if so requested by either party, shall cause to be sent to the Commissioner of Valuation and Boundary Surveyor a request for a valuation, estimate, or statement in respect of any particular matter relevant to the fixing of such terms and may for that purpose adjourn the fixing of such terms.

(2) Upon receipt of a request under this section, the said Commissioner shall cause such valuation, estimate, or statement as is mentioned in the said request to be prepared and sent to the Court together with a statement of the fee, calculated in accordance with regulations made by the Minister for Finance, payable therefor.

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

(4) The fee payable under this section for a valuation, estimate, or statement sent by the said Commissioner to the Court in pursuance of this section shall be borne and paid to the county registrar by such party or by such parties in such proportions as the Court shall direct 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 shall direct.

(5) Where a request is sent under this section to the said Commissioner the Court shall in fixing the terms of a new tenancy have regard to the valuation, estimate or statement furnished by the said Commissioner.

Mutual rights where landlord has no reversion.

31.—(1) Where a tenant has served on his landlord a notice of intention to claim relief and such landlord has or is deemed by virtue of any other section of this Act to have no reversion in the tenement to which such notice relates, such landlord

may, within one month after the service of such notice on him, serve the following notices, that is to say:—

- 5 (a) on such tenant, a notice in the prescribed form stating the fact that such landlord has no reversion in such tenement and stating the name and address of his immediately superior landlord or of such superior landlord's agent, and
- 10 (b) on such immediately superior landlord, a notice in the prescribed form of the service of the said notice of intention to claim relief (together with a copy of such notice) and (where applicable) of such landlord's intention to claim against such superior landlord compensation for improvements in relation to such tenement.

15 (2) Where a landlord is entitled under the foregoing sub-section of this section to serve the notices mentioned in that sub-section, the tenant may, within one month after he has served on such landlord notice of intention to claim relief, serve on the immediately superior landlord of such landlord and on any other
20 superior landlord a duplicate of the said notice of intention to claim relief.

(3) Where a landlord is entitled under the first sub-section of this section to serve the notices mentioned in that sub-section and either such landlord has served the notices mentioned in that
25 sub-section or the tenant has served on the immediately superior landlord of such landlord the duplicate notice mentioned in the second sub-section of this section, the following provisions shall have effect, that is to say:—

- 30 (a) the claim of the tenant for relief under this Act shall (save as is hereinafter otherwise provided) be deemed to be made against the immediately superior landlord of such landlord and such relief (if awarded) shall be given by such superior landlord to the tenant;
- 35 (b) the claim (if any) of the tenant for compensation for improvements in respect of an improvement for which he is entitled to such compensation but for which the landlord, if he had paid such compensation to the tenant, would not be entitled to claim compensation shall be made against the landlord and such compensation (if awarded) shall be paid by the landlord to the tenant;
- 40 (c) if such immediately superior landlord has himself no reversion or a reversion not exceeding one month in the tenement to which such notices relate, he may
45 serve on his next superior landlord and on the tenant the like notices as such landlord is authorised by the first sub-section of this section to serve, and (whether such immediately superior landlord does or does not serve such notices) the reversion (if any) of such immediately superior landlord in such tenement shall
50 be deemed to be surrendered as from the termination of the tenant's tenancy or continued tenancy (as the case may be) in such tenement, and the provisions of this section shall have effect with the substitution of
55 such next superior landlord for such immediately superior landlord.

32.—Where a tenant has served on his landlord a notice of intention to claim relief and such landlord has a reversion not exceeding one month in the tenement to which such notice relates,
60 such landlord may, within one month after the service of such notice on him, serve on such tenant a notice in the prescribed form continuing the tenancy of such tenant in such tenement until the expiration of such reversion, and thereupon the following provisions shall have effect, that is to say:—

- 55 (a) such tenancy shall be continued until the expiration of such reversion at the same rent and subject to the same covenants and conditions as theretofore;

Mutual rights where landlord has a nominal reversion.

- (b) the said notice of intention to claim relief shall be deemed to have been served in respect of the termination of the tenancy on the expiration of such reversion and, if it was validly served in respect of the original termination, it shall be valid in respect of the later termination; 5
- (c) such landlord shall be deemed for the purposes of this Act to have had no reversion in such tenement at the date of the service of the said notice of intention to claim relief. 10

Mutual rights where landlord has a short reversion.

33.—Where a tenant has served on his landlord a notice of intention to claim relief and such landlord has a reversion in the tenement to which such notice relates exceeding one month but not exceeding five years, such landlord may, within one month after the service of such notice on him, serve on such tenant a notice in the prescribed form continuing the tenancy of such tenant in such tenement until the expiration of such reversion and thereupon the following provisions shall have effect, that is to say:— 15

- (a) such tenancy shall be continued until the expiration of such reversion at the same rent and subject to the same covenants and conditions as theretofore; 20
- (b) the said notice of intention to claim relief shall be deemed to be withdrawn without prejudice to the service at the proper time of a new notice of intention to claim relief in respect of the expiration of such continued tenancy. 25

Mutual rights on termination of landlord's tenancy.

34.—Where the tenancy of a tenant in a tenement is terminated by the termination of the tenancy of the landlord of such tenement before the normal expiration of the term of such last-mentioned tenancy, the following provisions shall have effect, that is to say— 30

- (a) notice of intention to claim relief may be served by such tenant after such termination but not more than one month after such tenant quits such tenement; 35
- (b) such landlord shall for the purposes of this Act be deemed to be a landlord having no reversion in such tenement.

Continuation of existing tenancies.

35.—Whenever a tenancy is continued or renewed or a new tenancy is created under this Act in a tenement, such 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 in such tenement and shall for all purposes be deemed to be a graft upon such previously existing tenancy and the interest of the tenant thereunder shall be subject to any rights or equities arising from its being such graft. 40 45

Time for payment of compensation.

36.—(1) Where a tenant is entitled to receive from his landlord compensation under this Act, such compensation shall, subject to the provisions of this section, be payable on the occurrence of whichever of the following events is the later, that is to say:—

- (a) the expiration of one month from the date of the fixing, by agreement or the Court, of the amount of such compensation, and 50
- (b) the delivery to the landlord by the tenant of clear possession of the tenement.

(2) Where compensation under this Act is payable by a landlord to his tenant and money is due and owing by such tenant to such landlord under or in respect of his tenancy in the tenement in relation to which such compensation is so payable, the following provisions shall have effect, that is to say:— 55

- (a) such landlord may, where such compensation exceeds such money, deduct such money from such compensation or, where such money is equal to or exceeds such compensation, retain such compensation in payment 60

and discharge of such money or of so much thereof as is equal to such compensation;

5 (b) such tenant may, where such money exceeds such compensation, deduct such compensation from such money or, where such compensation is equal to or exceeds such money, retain such money in payment and discharge of such compensation or of so much thereof as is equal to such compensation.

10 (3) Where compensation under this Act is payable by a landlord to a tenant and such landlord claims that money is payable to him by such tenant under or in respect of his tenancy in the tenement in relation to which such compensation is so payable and such claim or the amount thereof is disputed by the tenant or the amount of such claim is unliquidated, such landlord may pay 15 the amount of such compensation into the Court and thereupon the Court may, on the application of either the landlord or the tenant, make such order in relation to the money so paid into the Court as justice may require and, in particular, may retain 20 such money or any part thereof until the validity of such claim or the amount of such claim has been determined.

25 (4) Compensation for improvements payable by a landlord or a superior landlord to a tenant shall be a first charge (in priority to all other mortgages, charges, and incumbrances whatsoever) on the interest of such landlord or superior landlord (as the case may be) in the tenement in respect of which such compensation is payable.

30 **37.**—(1) Where a tenancy in a tenement is terminated and the estate or interest of the tenant of such tenement under such tenancy was immediately before such termination subject to a mortgage or charge for securing money, such mortgage or charge shall extend and attach to any compensation under this Act which shall become payable to such tenant in respect of such termination.

Payment of compensation where tenancy is mortgaged.

35 (2) Where compensation under this Act is payable to a tenant and the landlord or superior landlord by whom such compensation is so payable has notice of a mortgage or charge which by virtue of this section or otherwise affects such compensation, such landlord or superior landlord shall either—

40 (a) where such tenant so consents, pay such compensation to the owner of such mortgage or charge, in this section referred to as the mortgagee; or

(b) where the mortgagee so consents, pay such compensation to such tenant; or

45 (c) where the mortgagee and such tenant so direct, pay such compensation to the mortgagee and such tenant in such manner as is so directed; or

(d) where no such consent or direction as is mentioned in this sub-section is given, pay such compensation into Court.

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

55 **38.**—Where an application under this Act to the Court for the grant of a new tenancy or to fix the terms of a new tenancy is instituted after the expiration of the tenancy in respect of the termination of which such application is made or is instituted before the expiration of such tenancy and such tenancy expires before such application is heard and determined and in either case such tenancy was terminated otherwise than by ejection or 60 surrender, the tenant may, if he so desires, continue in occupation of the tenement to which such application relates from the expiration of such tenancy until such application is heard and determined by the Court or, in the event of an appeal, by the final appellate court, and while so continuing in occupation such tenant 65 shall be subject to the terms (including the payment of rent) of

Right of tenant to continue in occupation pending decision.

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 as from such expiration.

Tenancy terminated before passing of this Act.

39.—Where a tenancy in a tenement terminated before the passing of this Act and the tenant of such tenement, whether a decree in ejectment has been made against such tenant or not, is at the passing of this Act in occupation of such tenement notwithstanding such termination and without having obtained a new tenancy in such tenement, such tenancy shall for the purposes of this Act be deemed to terminate immediately after the passing of this Act and this Act shall apply accordingly. 5 10

Right of tenant to information.

40.—(1) A tenant of a tenement who has been served with a notice to quit such tenement or whose tenancy in such tenement has expired by the fall of a life or the happening of any other uncertain event or whose tenancy in such tenement will expire by effluxion of time within three months may serve all or any of the following notices, that is to say:— 15

(a) on his landlord or the person to whom he pays the rent of such tenement, a notice requiring such landlord or person to inform such tenant of the nature and duration of such landlord's reversion in such tenement and the name and address of the immediately superior landlord (if any) of such landlord; 20

(b) on any person whom such tenant reasonably believes to be a superior landlord or the agent of a superior landlord of such tenement, a notice requiring such person to inform such tenant whether such person or any person for whom he is agent has or has not any estate or interest in such tenement, the nature, tenure, and duration of such estate or interest (if any), and the names and addresses of the persons having estates or interests in such tenement immediately superior or immediately inferior to such estate or interest. 25 30

(2) It shall be the duty of any person on whom a notice is served under this section to give or send in writing, within one fortnight after the service of such notice, to the tenant by whom such notice was so served, the information asked for by such notice so far as it is within the possession or procurement of such person. 35

(3) Where a tenant has served a notice under this section and the person on whom such notice is so served fails or neglects to give or send in writing to such tenant, within the time limited by this section, such information as he is required by this section so to give or send, such tenant may apply to the Court and on the hearing of such application the Court may make such order as justice may require with a view to compelling such person so to give or send such information. 40 45

Rights of entry and inspection.

41.—Whenever an improvement notice or a notice of intention to claim relief has been served by a tenant on his landlord, such landlord and every superior landlord on whom such notice or a copy thereof has been served under this Act and every person authorised by such landlord or any such superior landlord shall be entitled to enter at all reasonable times on the tenement to which such notice relates and there to make such inspection and examination and take such measurements as shall be necessary or proper for the determination by such landlord or superior landlord (as the case may be) of the course he will adopt in relation to such notice. 50 55

Restriction on contracting out.

42.—A contract, whether made before or after the passing of this Act, by virtue of which a tenant would be directly or indirectly deprived of his right to obtain relief under this Act or any particular such relief shall be void. 60

Application of the Settled Land Acts.

43.—(1) The powers of a tenant for life or a person having the powers of a tenant for life under the Settled Land Acts, 1882 to 1890, to make leases other than building leases and mining 65

leases shall extend to and include the making by a landlord of a lease granting a new tenancy which such landlord is required by or under this Part or any preceding Part of this Act to grant, notwithstanding that the duration of such new tenancy exceeds
5 thirty-five years.

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

10 (a) in payment of any sum payable to a tenant in respect of compensation under this Act and any costs, charges, and expenses payable to such tenant in relation to his claim for such compensation; or

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

(c) in payment of the costs, charges, and expenses incurred in or in relation to making or opposing an application to the Court under this Act.

20 (3) The satisfaction of a claim for compensation under this Act shall be included amongst the purposes for which a tenant for life may raise money under section 18 of the Settled Land Act, 1882.

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

30 In this sub-section the expression "capital money" includes any personal estate held on the same trusts as the land, and the expression "settled land" includes land held on trust for sale.

44.—(1) Where the landlord of a tenement is a person entitled to receive the rents and profits of such tenement as trustee or in any character otherwise than for his own benefit and money is payable by such landlord to the tenant of such tenement in
35 respect of compensation under this Act or in respect of costs, charges, or expenses in relation to such compensation, the following provisions shall have effect, that is to say:—

Protection of
landlords in
fiduciary
capacities.

40 (a) such money shall not be recoverable personally against such landlord nor shall he be under any liability to pay such money, but such money shall be a charge on and recoverable only against such tenement and all property, real or personal, held by the landlord on the same trusts or in the same character as such tenement;

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

55 (c) if such landlord neglects or fails to pay such money to such tenant within one month after such tenant has quitted such tenement, such tenant shall be entitled to obtain from the Court a charge on such tenement and all property, real or personal, held by such landlord on the same trusts or in the same character as such tenement to the amount of such moneys or of so much thereof as is then unpaid and of all costs properly
60 incurred by him in obtaining such charge or in raising the amount thereof.

(2) Any company now or hereafter 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
65 this section, and such company may assign any such charge so assigned to them to any person or persons whatsoever.

Extension of times limited by this Act.

45.—Where by or under this Part or any of the foregoing Parts of this Act a period is fixed for the doing of any act or thing, the Court may, either before or after the expiration of such period, extend such period upon such terms as the Court thinks proper.

5

PART V.

SPECIAL PROVISIONS IN RELATION TO BUILDING LEASES.

Building leases and proprietary leases.

46.—(1) In this Part of this Act the expression “ building lease ” means a lease in respect of which all the following conditions are complied with, that is to say:—

- (a) the land demised by such lease is situate wholly in an urban area; 10
- (b) there are permanent buildings on such land and the portion of such land not covered by such buildings is subsidiary and ancillary to such buildings; 15
- (c) such permanent buildings are not an improvement within the meaning of this Act;
- (d) such permanent buildings were erected by the person who, at the time of such erection, was entitled to the lessee’s interest under such lease; 20
- (e) such permanent buildings were not erected in contravention of a covenant, condition, or agreement contained in such lease.

(2) In this Part of this Act the expression “ proprietary lease ” means a lease complying with all the following conditions, that is to say:— 25

- (a) such lease is a sub-lease (whether mediate or immediate) under a building lease; and
- (b) the land demised by such lease is the whole or part of land comprised in such building lease; and 30
- (c) such lease is made for a term which equals or exceeds whichever of the following periods is the lesser, that is to say, twenty years or two-thirds of the term of such building lease, and which in any case expires at the same time as or not more than five years before 35 the expiration of such building lease; and
- (d) such lease was made partly in consideration of the payment of a sum of money (other than rent) by the lessee to the lessor at or immediately before the grant of such lease or partly in consideration of the expenditure of a sum of money by the lessee on the premises demised by such lease or partly in consideration of both such payment and such expenditure; and 40
- (e) the said sum of money so paid or expended or the total of the said sums of money so respectively paid and expended (as the case may be) was not less than fifteen times the yearly amount of the rent or the greatest rent reserved by such lease. 45

Right to reversionary lease.

47.—(1) At any time within seven years before the expiration of a building lease, any person in possession of the land or any part of the land comprised in such lease and holding the same under such building lease or under a proprietary lease shall, subject to the provisions of this Part of this Act and on obtaining the consent (if any) required by this section, be entitled to obtain from the person in receipt (otherwise than as agent for another) of the rent reserved by such building lease a reversionary lease on the terms fixed by or under this Part of this Act of the said land so possessed and held by him as aforesaid. 50 55

(2) It shall not be necessary for a person claiming to be entitled under this section to a reversionary lease of land to obtain any consent for the purposes of the foregoing sub-section of this section where either such person is in occupation of the whole of such land or no tenant of such person on such land or any part thereof holds under a proprietary lease. 60

(3) Where a person claiming to be entitled under this section to a reversionary lease of land is not exempted by the foregoing sub-section of this section from obtaining any consent for the purposes of the first sub-section of this section, it shall be necessary for such person to obtain for the purposes of the said first sub-section the consent of every tenant and sub-tenant (if any) of such person holding such land or any part thereof under a proprietary lease to the granting of such reversionary lease to such person.

(4) Where a building lease has expired within five years before the passing of this Act and the lessee thereunder is at the passing of this Act in possession of the land comprised in such building lease either under a yearly tenancy arising by implication from the acts of the parties or as a tenant at will or without obtaining any new tenancy, such lessee and every person in possession of such land or any part thereof under a yearly tenancy which arose on the expiration of a proprietary lease by implication from the acts of the parties shall, during six months after the passing of this Act, severally have the same rights in relation to obtaining a reversionary lease under this Part of this Act as they would respectively have had within seven years before the expiration of such building lease if this Act had then been in force.

48.—(1) Where the terms on which a reversionary lease under this Part of this Act is to be granted are settled by the Court, the following provisions shall have effect, that is to say:—

Terms of reversionary lease.

- (a) the duration of such reversionary lease shall be a term of ninety-nine years from the expiration of the building lease to which it is reversionary;
- (b) the rent reserved by such reversionary lease shall not in any case be less than the rent reserved by the said building lease or, where the land comprised in such reversionary lease is part only of the land comprised in the said building lease, such proportion of the said rent reserved by the said building lease as is fairly apportionable to the said land comprised in the said reversionary lease;
- (c) subject to the foregoing paragraph of this sub-section the rent reserved by the said reversionary lease shall be one quarter of the gross rent as hereinafter defined;
- (d) 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 such reversionary lease in each case on the basis of vacant possession being given, and in such circumstances that the supply of similar lands is sufficient to meet the demand and the competition therefor is normal, and having regard to the other terms of such reversionary lease and to the letting values of land of a similar character to and situate in the vicinity of the said land comprised in the said reversionary lease but without having regard to any goodwill which may exist in respect of the said land comprised in the said reversionary lease;
- (e) such reversionary lease shall contain all usual covenants, conditions, and agreements;
- (f) the Court may require the intended lessee to expend a specified sum of money in the execution of repairs to the buildings to be comprised in such reversionary lease and may authorise the postponement of the execution of such reversionary lease until such sum of money has been so expended.

(2) A reversionary lease granted under this Part of this Act shall be deemed to be a graft on the building lease or the proprietary lease (as the case may be) under which the person to whom such reversionary lease is granted previously held the land

comprised in such reversionary lease, and the lessee's interest under such reversionary lease shall be subject to any rights or equities arising from such reversionary lease being such graft.

Assistance of
the Court by
the Commissioner
of Valuation
under Part V.

49.—(1) Where the Court fixes under this Part of this Act the terms of a reversionary lease the Court may and, if so requested by any party concerned, shall cause to be sent to the Commissioner of Valuation and Boundary Surveyor a request for a valuation, estimate, or statement in respect of any particular matter relevant to the fixing of such terms and may for that purpose adjourn the fixing of such terms.

(2) Upon receipt of a request under this section, the said Commissioner shall cause such valuation, estimate, or statement as is mentioned in the said request to be prepared and sent to the Court together with a statement of the fee, calculated in accordance with regulations made by the Minister for Finance, payable therefor.

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

(4) The fee payable under this section for a valuation, estimate, or statement sent by the said Commissioner to the Court in pursuance of this section shall be borne and paid to the county registrar by such party or by such parties in such proportions as the Court shall direct 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 shall direct.

(5) Where a request is sent under this section to the said Commissioner at the request of a party the Court shall in fixing the terms of a reversionary lease have regard to the valuation, estimate or statement furnished by the said Commissioner.

Restrictions
on the right to
a reversionary
lease.

50.—(1) Where the person in receipt of the rent reserved by a building lease has, before the 31st day of March, 1931, made a reversionary lease of the land or any part of the land comprised in such building lease, or has on or after the 31st day of March, 1931, made, in pursuance of an enforceable agreement entered into before the 31st day of March, 1931, a reversionary lease of the land or any part of the land comprised in such building lease, no person shall be entitled to obtain under this Part of this Act a reversionary lease of the land or any part of the land comprised in the said reversionary lease so made.

(2) Where, after the passing of this Act, a lease (in this section referred to as the statutory reversionary lease) of any land is made by way of reversionary lease to a building lease by a person who is bound to make and to a person who is entitled (either with or without obtaining the consent of another person) to obtain under this Part of this Act a lease of such land by way of reversionary lease to such building lease, the following leases shall be void and of no effect, that is to say, every lease which—

(a) is made after the passing of this Act and either before or after the making of the statutory reversionary lease, and

(b) comprises the land or any part of the land comprised in the statutory reversionary lease, and

(c) is made by way of reversionary lease to the said building lease, and

(d) is made by a person who is bound under this Part of this Act to grant a reversionary lease of the land comprised in such building lease, and

(e) is made to a person who either is not entitled to obtain under this Part of this Act a reversionary lease of the land or any part of the land comprised in the statutory

reversionary lease or (being entitled so to obtain such reversionary lease only on obtaining the consent of the person to whom the statutory reversionary lease is made) did not obtain such consent.

5 (3) No person shall be entitled to obtain a reversionary lease under this Part of this Act of the land or any part of the land comprised in a building lease where the person in receipt of the rent reserved by such building lease satisfies the Court either—

10 (a) that he bona fide intends, or has agreed to pull down and rebuild or to reconstruct the whole or a substantial portion of the building on the land comprised in such building lease; or

15 (b) that he requires vacant possession of such land for the purpose of carrying out a scheme of development of property which includes such land; or

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

20 (4) Where an application for a reversionary lease under this Part of this Act is refused on one of the grounds mentioned in paragraph (a) or paragraph (b) of the next foregoing sub-section of this section and the person objecting to such application on such ground does not within a reasonable time carry out the intention, agreement, or purpose (as the case may be) on account of which such application was refused, such person shall be guilty
25 of contempt of court and be punishable accordingly.

51.—Where a building lease is terminated (before the expiration thereof by effluxion of time) by ejection for non-payment of rent, breach of covenant or otherwise or by the exercise by the lessor of a power of re-entry for breach of a covenant or a condition contained in such building lease, the following provisions shall have effect, that is to say :—

Rights of sub-lessees where building is terminated by ejection or re-entry.

35 (a) no sub-lease of the land or any part of the land comprised in such building lease which is an immediate sub-lease under such building lease and is a proprietary lease shall be terminated by such ejection or re-entry,

40 (b) the person who would but for this section become entitled by virtue of such ejection or re-entry to the possession of the land comprised in such sub-lease shall become and be entitled to the reversion on such sub-lease and to the benefit of the rent reserved by and the covenants and conditions contained in such sub-lease,

(c) such sub-lease shall become and be a building lease within the meaning of this Part of this Act and this Part of this Act shall apply in relation thereto accordingly.

45 52.—If any dispute, question, or difficulty shall arise in regard to the right of any person to a reversionary lease under this Part of this Act, the terms on which such lease is to be granted, or otherwise in relation to the grant of such lease, any party concerned may apply to the Court and the Court may make such
50 order as justice shall require and, in particular, may fix the terms on which such lease is to be granted.

Applications to the Court.

55 53.—Where a reversionary lease under this Part of this Act is granted before the expiration of the building lease to which it is reversionary and to a person who is in occupation of the land comprised in such reversionary lease as a sub-tenant (mediately or immediately) of the lessee under such building lease, such person shall be entitled to continue in occupation of such land from the expiration of his said sub-tenancy until the expiration of the said building lease and shall during such occupation be deemed
60 to be tenant on the terms of the said sub-tenancy (so far as applicable) of the person who but for this section would for the time being be entitled to possession and occupation of the said land.

Right of reversionary lessee to continue in occupation.

Persons bound
to grant
reversionary
lease.

54.—(1) Where a person is entitled under this Part of this Act to obtain a reversionary lease from the person (in this section referred to as the building lessor) in receipt of the rent reserved by a building lease, the building lessor shall be bound to grant such reversionary lease to such person. 5

(2) Where a building lessor holds the land of which he is required by this Part of this Act to grant a reversionary lease under a lease for a term which is less than the term for which such reversionary lease is to be granted, the immediate landlord of the building lessor and such (if any) superior landlords as may be necessary shall be bound to join in the granting of such reversionary lease. 10

(3) Where a person who is bound by this section to grant or join in granting a reversionary lease is, by reason of his being a trustee, personal representative, or other person having a fiduciary capacity or by reason of his being an infant or by reason of his having only an estate for his life or in tail or other limited estate or by reason of restrictive covenants in the lease under which he holds, incapable in law of granting or joining in granting (as the case may be) such reversionary lease, the Court may, on the application of any party concerned, by order empower such person to grant or join in granting (as the case may be) such reversionary lease. 15 20

(4) Where a person who is bound by this section to grant or join in granting a reversionary lease is an infant, or a person of unsound mind, or cannot be found, or refuses or fails to execute such lease, the Court may, on the application of any person concerned, appoint an officer of the Court to execute such lease for and in the name of the person so bound and thereupon the execution of such reversionary lease by such officer for and in the name of such person shall for all purposes be as effectual as the execution thereof by such person. 25 30

PART VI.

COVENANTS IN LEASES.

Damages for
breach of
covenants to
repair.

55.—Where a lease (whether made before or after the passing of this Act) of a tenement contains a covenant or agreement (whether expressed or implied and whether general or specific) on the part of the lessee to put or to keep such tenement in repair during the currency of such lease or to leave or put such tenement in repair at the expiration of such lease and there has been a breach of such covenant or agreement, the following provisions shall have effect, that is to say:— 35 40

(a) the damages recoverable for such breach shall not in any case exceed the amount (if any) by which the value of the reversion (whether mediate or immediate) in such tenement is diminished owing to such breach; 45

(b) 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 for such breach if it is shown that, having regard to the age and condition of such tenement, the repairing thereof in accordance with such covenant or agreement is physically impossible or that, having regard to the age, condition, character and situation of such tenement, the repairing thereof in accordance with such covenant or agreement would involve expenditure which is excessive in proportion to the value of such tenement, or that, having regard to the character and situation of such tenement, such tenement could not when so repaired be profitably used or could not be profitably used unless it is re-built, re-constructed or structurally altered to a substantial extent. 50 55 60

56.—(1) Every lease (whether made before or after the passing of this Act) of a tenement which contains a covenant, condition, or agreement absolutely prohibiting or restricting the alienation, either generally or in any particular manner, of such tenement shall have effect as if such covenant, condition, or agreement were a covenant, condition, or agreement either (as the case may be) prohibiting or restricting the alienation, either generally or in any particular manner, of such tenement without the licence or consent of the lessor.

10 (2) In every lease (whether made before or after the passing of this Act) of a tenement in which there is contained or in which there is implied by virtue of the Act of the late United Kingdom Parliament 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 the foregoing sub-section of this section a covenant, condition, or agreement prohibiting or restricting the alienation, either generally or in any particular manner, of such tenement without the licence or consent of the lessor, such covenant, condition, or agreement shall, notwithstanding any express provision to the contrary, be deemed to be subject—

25 (a) to a proviso that such 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 such licence or consent; and

30 (b) where such lease is made for a term of more than forty years and is made in consideration wholly or partially of the erection or the substantial addition to or improvement or alteration of buildings, to a proviso to the effect that, in the case of any alienation of such tenement in contravention of such covenant, condition or agreement effected more than seven years before the end of such 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;

40 (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 such 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 such lease.

55 57.—(1) Every lease (whether made before or after the passing of this Act) of a tenement which contains a covenant, condition, or agreement absolutely prohibiting the alteration of the user of such tenement shall have effect as if such covenant, condition, or agreement were a covenant, condition, or agreement prohibiting the alteration of the user of such tenement without the licence or consent of the lessor.

55 (2) In every lease (whether made before or after the passing of this Act) of a tenement in which there is contained a covenant, condition, or agreement prohibiting, either expressly or by virtue of the foregoing sub-section of this section, the alteration of the user of such tenement without the licence or consent of the lessor, such covenant, condition, or agreement shall, notwithstanding any express provision to the contrary, be deemed to be subject:—

60 (a) to a proviso to the effect that such 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 such licence or consent; and

(b) if the alteration does not involve any structural alteration of the tenement, 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 such licence or consent; and 5

(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 such 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 such lease. 10 15

Covenants against making improvements.

58.—(1) Every lease (whether made before or after the passing of this Act) of a tenement which contains a covenant, condition, or agreement absolutely prohibiting the making of any improvement on such tenement shall have effect as if such covenant, condition, or agreement were a covenant, condition, or agreement prohibiting the making of such improvement without the licence or consent of the lessor. 20

(2) In every lease (whether made before or after the passing of this Act) of a tenement in which there is contained a covenant, condition or agreement prohibiting, either expressly or by virtue of the foregoing sub-section of this section, the making of any improvement on such tenement without the licence or consent of the lessor, such covenant, condition, or agreement shall, notwithstanding any express provision to the contrary, be subject to a proviso that such licence or consent shall not be unreasonably withheld, but this proviso shall not preclude the lessor from requiring the payment of a reasonable sum in respect of legal or other expenses incurred by him in connection with such licence or consent. 25 30 35

Consent of lessor who cannot be found.

59.—Where a lease (whether made before or after the passing of this Act) of a tenement contains a covenant, condition or agreement prohibiting or restricting the doing by the lessee of any particular thing without the licence or consent of the lessor, and the rent reserved by such lease has not been paid for five or more years, and 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 shall direct and if, having regard to all the circumstances of the case, the Court thinks fit so to do, authorise the lessee, subject to such (if any) conditions as the Court shall think fit to impose, to do the particular thing so prohibited or restricted by such covenant, condition or agreement, and thereupon it shall be lawful for the lessee to do such particular thing without the licence or consent of the lessor, but subject to and in accordance with the conditions (if any) imposed by the Court. 40 45 50

PART VII.

MISCELLANEOUS.

Grant of building leases by the Court.

60.—(1) Any person (in this section referred to as the applicant) who desires to obtain a building lease of land (hereinafter referred to as the building ground) situate in an urban area and either has obtained the consent hereinafter mentioned or is hereinafter exempted from obtaining any consent may apply to the Court for a building lease under this section of such land. 55 60

(2) The consent required by the foregoing sub-section of this section to be obtained by the applicant shall be—

5 (a) where the occupier of the building ground holds the building ground in fee simple or in fee farm or under a lease for a life or lives in being (either with or without a term of years) or under a lease for a term of which not less than ten years are unexpired on the day on which the application under this section is made, the consent in writing of such occupier; or

10 (b) where the occupier of the building ground (whether he is or is not himself the applicant) holds the building ground for a term of which less than ten years are unexpired on the said day or under a yearly tenancy or any lesser tenancy, the consent in writing of the
15 person for the time being in possession of the lowest interest in the building ground which is sufficient to support the grant on the said day of a lease for one hundred and fifty years.

(3) The applicant shall be exempt from obtaining the consent
20 mentioned in the first sub-section of this section where he is himself the occupier of the building ground and holds the building ground under a lease of which not less than ten years are unexpired on the day on which the application under this section is made.

25 (4) The notice of motion or other document originating an application to the Court under this section shall contain a statement of the general character and the number of the buildings proposed to be erected under the building lease for which such application is made.

30 (5) Where an application is made to the Court under this section, the Court shall, before proceeding with the hearing of such application, be satisfied that all necessary parties have notice of the application, and for that purpose the Court may
35 direct such inquiries to be made and notices to be served as it shall think proper and in particular may direct any such notice to be served by advertisement.

(6) Where on the hearing of an application under this section the Court is satisfied, having regard to all the circumstances of the case, that it is reasonable and proper that a building lease
40 should be made under this section of the building ground or any part thereof to the applicant, the Court may direct such building lease to be made accordingly.

(7) The following provisions shall have effect in respect of every building lease made under this section, that is to say:—

45 (a) such lease shall be made for such term, not exceeding one hundred and fifty years, as the Court shall direct, commencing on such date as the Court shall fix;

(b) such lease shall reserve such rent or rents to such persons as the Court shall direct;

50 (c) where the Court so directs, such lease shall be expressed as a lease and a series of reversionary leases;

(d) such lease shall contain such covenants and conditions (including a covenant by the lessee to erect a building or buildings on the demised premises in accordance
55 with plans approved of by the lessor, or the Court, or otherwise) as the Court shall direct;

(e) the parties to such lease shall be such persons as the Court shall direct;

(f) the draft of such lease shall be settled and approved
60 of by the Court;

(g) the Court may authorise the postponement of the execution of such lease until the building or buildings or a specified part thereof shall have been completed.

(8) Where a person who is directed by the Court to be a party to a building lease under this section is, by reason of his being a trustee, personal representative, or other person having a fiduciary capacity or by reason of his being an infant or by reason of his having only an estate for his life, or in tail or other limited estate or by reason of restrictive covenants in the lease under which he holds the building ground, incapable in law of being a party to such lease for the purposes directed by the Court, the Court may by order empower such person to be a party to such lease for those purposes and to execute such lease accordingly.

(9) Where a person who is directed by the Court to be a party to a building lease under this section is an infant, or a person of unsound mind, or cannot be found, or refuses or fails to execute such lease, the Court may appoint an officer of the Court to execute such lease for and in the name of such person, and thereupon the execution of such lease by such officer for and in the name of such person shall for all purposes be as effectual as the execution thereof by such person.

(10) For the purposes of and in relation to a building lease under this section, the Court may, if it thinks fit, dispense with the consent or concurrence of the trustees for the purposes of the Settled Land Acts, 1882 to 1890, of any settlement, whether there are or are not any such trustees.

(11) All costs and expenses of or incidental to an application to the Court under this section and of or incidental to the preparation, execution, and completion of the building lease (if any) made in pursuance of such application shall, unless the Court for special reason otherwise directs, be borne and paid by the applicant.

(12) This section shall not apply to any land which is vested in or held in trust by any local or public authority (other than as tenants thereof) for the purposes of their powers and duties as such or is held by any corporation for the purposes of a railway, tramway, dock, canal, water, gas, electricity or other public undertaking.

Right of set-off
against rent in
certain cases.

61.—(1) Where the landlord of a tenement fails or neglects to execute repairs to such tenement which he is bound by covenant, agreement, or otherwise by law to execute and has been called upon by the tenant of such tenement to execute, and such tenant executes such repairs at his own expense, such tenant may—

(a) where the amount expended by him in the execution of such repairs is equal to or less than the amount of the next gale of the rent of such tenement accruing due after such expenditure, set-off the amount so expended, so far as it will extend, against such gale of rent, or

(b) where the amount so expended by such tenant exceeds the amount of such gale of rent, set-off the amount so expended against such gale of rent and every succeeding gale of such rent until by means of such set-off the amount so expended is repaid to such tenant.

(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 such rent shall, on receiving evidence of the expenditure of the amount so set-off, be bound to give the like receipt for such gale of rent as he would be bound to give if such gale or the whole of such gale had been paid in money.

Amendment of
section 6 of the
Settled Land
Act, 1882.

62.—The powers of granting building leases conferred on a tenant for life by section 6 of the Settled Land Act, 1882, shall, in the case of land situate in an urban area, be extended so as to authorise the grant of building leases of such land for any term not exceeding one hundred and fifty years.

63.—(1) Any notice or other document required or authorised by this Act to be served by a tenant on his landlord may be so served by sending the same by prepaid post addressed to the person to whom such tenant pays the rent of the tenement to
5 which such notice or document relates at the place at or to which he pays or sends such rent.

Service of
notices.

(2) Any notice or other document required or authorised by this Act to be served on a tenant may be so served by sending the same by prepaid post addressed to such tenant at the tenement to which such notice or document relates.
10

Saorstát Éireann.

BILLE UM THIARNAI TIGHE AGUS
TIONONTAITHE, 1930.

BILLE

dá ngairmtear

Acht chun socrúithe do dhéanamh chun cor tionóntaithe i líomátaistí baile agus tionóntaithe áirithe eile d'fheabhsú a thuille agus chun leasúithe do dhéanamh chuige sin ar an dlí bhaineann le cúiteamh i bhfeabhsú dheineann na tionóntaithe sin agus le cur isteach a deintear ar na tionóntaithe sin, chun a chur in usacht léasanna tógála do dheona agus chun socrúithe eile do dhéanamh maidir le tiarnaí tighe agus le tionóntaithe i líomátaiste baile.

*Ritithe ag dhá Thigh an Oireachtais,
17adh Mí na Nodlag, 1931.*

BAILE ATHA CLIATH:
FOILLSITHE AG OIFIG AN tSOLATHAIR.

Le ceannach trí aon díoltóir leabhar, no díreach ó Oifig Díolta Foillseacháin Rialtais, 5, Sráid Thobair Phádraig, Baile Atha Cliath, C.2.

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Saorstát Éireann.

LANDLORD AND TENANT BILL, 1930.

BILL

entitled

An Act to make provision for the further improvement and amelioration of the position of tenants in urban areas and certain other tenants and for that purpose to amend the law relating to compensation for improvements made by such tenants and to disturbance of such tenants, to facilitate the granting of building leases, and to make other provisions in relation to landlords and tenants in urban areas.

*Passed by both Houses of the Oireachtas,
17th December, 1931.*

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