



AN BILLE UM THIARNAI TALUN AGUS TIONONTAI, 1977

LANDLORD AND TENANT BILL, 1977

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As initiated

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SCHEDULE

ENACTMENTS REPEALED

TABLE OF ACTS REFERRED TO

An Act to amend the Law of Ireland respecting the Assignment and Sub-letting of Lands and Tenements (1826)	1826, c. 29
Annual Revision of Rateable Property (Ireland) Amendment Act, 1860	1860, c. 4
Arbitration Act, 1954	1954, No. 26
Companies Act, 1963	1963, No. 33
Courts of Justice Act, 1936	1936, No. 48
Harbours Act, 1946	1946, No. 9
Housing Act, 1966	1966, No. 21
Increase of Rent and Mortgage Interest (Restrictions) Act, 1923	1923, No. 19
Insurance Act, 1936	1936, No. 45
Interpretation Act, 1937	1937, No. 38
Landlord and Tenant Act, 1931	1931, No. 55
Landlord and Tenant (Amendment) Act, 1971	1971, No. 30
Landlord and Tenant (Ground Rents) Act, 1967	1967, No. 3
Landlord and Tenant (Reversionary Leases) Act, 1958	1958, No. 2
Local Government Act, 1941	1941, No. 23
Local Government (Planning and Development) Act, 1963	1963, No. 28

Local Government (Sanitary Services) Acts, 1878 to 1964	
Registration of Title Act, 1964	1964, No. 16
Rent Restrictions Act, 1946	1946, No. 4
Rent Restrictions Act, 1960	1960, No. 42
Rent Restrictions (Amendment) Act, 1967	1967, No. 10
Settled Land Act, 1882	1882, c. 32
Town Tenants (Ireland) Act, 1906	1906, c. 54
Vendor and Purchaser Act, 1874	1874, c. 78

Marginal Abbreviations

1931 =	Landlord and Tenant Act, 1931 (No. 55 of 1931)
1958 =	Landlord and Tenant (Reversionary Leases) Act, 1958 (No. 2 of 1958)
1960 =	Rent Restrictions Act, 1960 (No. 42 of 1960)
1961 =	Courts (Supplemental Provisions) Act, 1961 (No. 39 of 1961)
1963 =	Local Government (Planning and Development) Act, 1963 (No. 28 of 1963)
1967 =	Landlord and Tenant (Ground Rents) Act, 1967 (No. 3 of 1967)
1967, No. 10 =	Rent Restrictions (Amendment) Act, 1967 (No. 10 of 1967)
1971 =	Landlord and Tenant (Amendment) Act, 1971 (No. 30 of 1971)

Commencement Dates

Landlord and Tenant Act, 1931	22 December, 1931 (Date of passing)
Landlord and Tenant (Reversionary Leases) Act, 1958	19 February, 1958 (Date of passing)
Rent Restrictions Act, 1960	31 December, 1960 (s. 1 (2))
Landlord and Tenant (Ground Rents) Act, 1967	1 March, 1967 (Date appointed by S.I. No. 42 of 1967)
Rent Restrictions (Amendment) Act, 1967	9 May, 1967 (Date of passing)
Landlord and Tenant (Amendment) Act, 1971	7 December, 1971 (Date of passing)



AN BILLE UM THIARNAI TALUN AGUS TIONONTAI, 1977
LANDLORD AND TENANT BILL, 1977

BILL

entitled

AN ACT TO REFORM, CONSOLIDATE AND AMEND THE 5
LAW RELATING TO LANDLORD AND TENANT AS
CONTAINED IN THE LANDLORD AND TENANT ACTS,
1931 TO 1971.

BE IT ENACTED BY THE OIREACHTAS AS FOLLOWS:

PART I

10

PRELIMINARY

Short title.

1.—This Act may be cited as the Landlord and Tenant Act, 1977.

Commencement.

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

15

Interpretation.

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

[1931, s. 2;
1958, s. 2;
1967, s. 2]

“Act of 1931” means the Landlord and Tenant Act, 1931;

“Act of 1958” means the Landlord and Tenant (Reversionary Leases) Act, 1958;

“Act of 1967” means the Landlord and Tenant (Ground Rents) Act, 1967;

“Act of 1971” means the Landlord and Tenant (Amendment) Act, 1971;

“business” means any trade, profession or business, whether or not it is carried on for gain or reward, the public service, and the carrying out by a planning authority of any of their functions;

25

“compensation for improvements” has the meaning specified in section 90 (1);

“compensation” means compensation under any provision of this Act;

30

“controlled dwelling” means a controlled dwelling under the Rent Restrictions Act, 1960;

“the Court” means the Circuit Court;

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

35

- "development" and "development plan" have the meanings assigned to them by the Local Government (Planning and Development) Act, 1963;
- 5 "fee simple" does not include the interest in land of a person holding the land under a fee farm grant;
- "immediate lessor" means the person for the time being entitled to the next superior interest in premises held by any person whether under a lease or other contract of tenancy, or otherwise; [cf. 1967, s. 2 (1)]
- "improvement certificate" has the meaning specified in *section 99 (1)*;
- 10 "improvement consent" has the meaning specified in *section 92 (2) (a)*;
- "improvement notice" has the meaning specified in *section 92 (1)*;
- "improvement objection" has the meaning specified in *section 92 (2) (c)*;
- 15 "improvement order" has the meaning specified in *section 96 (3)*;
- "improvement undertaking" has the meaning specified in *section 92 (2) (b)*;
- 20 "landlord" means the person for the time being entitled to receive (otherwise than as agent for another person) 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;
- 25 "lease" means an instrument in writing, whether under or not under seal, containing a contract of tenancy in respect of any land in consideration of a rent or return and includes a fee farm grant;
- "lessee" includes tenant and the personal representatives and successors in title of a lessee; [cf. 1967, s. 2 (1)]
- "lessor" includes landlord and the personal representatives and successors in title of a lessor; [cf. 1967, s. 2 (1)]
- 30 "the Minister" means the Minister for Justice;
- "planning authority" has the meaning assigned to it by the Local Government (Planning and Development) Act, 1963;
- "planning permission" means a permission under Part IV of the Local Government (Planning and Development) Act, 1963;
- 35 "predecessors in title"—
- (a) when used in relation to a tenant, means all previous tenants under the same tenancy as the tenant or any tenancy of which that tenancy is or is deemed to be a continuation or renewal, and
- 40 (b) when used in relation to a landlord, means all previous landlords;
- "prescribed" means prescribed by regulations made by the Minister under this Act;

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

"reversionary lease" has the meaning assigned to it by *section 36*;

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

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

"tenant" means the person for the time being entitled to the occupation of a tenement and, where the context so admits, includes a person who has ceased to be entitled to that occupation by reason of the termination of his tenancy;

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

"work notice" has the meaning specified in *section 93 (1)*;

"work undertaking" has the meaning specified in *section 93 (2)*.

(2) A reference 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 he holds the relevant tenement exceeds the term for which the tenant holds the tenement.

(3) A reference 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 he holds the relevant tenement exceeds the term for which the person holding immediately under him holds the tenement.

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

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

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

4.—This Act shall not bind a State authority in its capacity as lessor or immediate lessor of any premises.

Restriction on
application to
State.
[New]

"Tenement".

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

5.—(1) In this Act "tenement" means—

(a) premises complying with the following conditions:

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

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

(iii) they are held by the occupier thereof under a lease or other contract of tenancy express or implied or arising by statute;

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

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

5 (b) premises to which *section 20* or *21* applies.

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

10 (3) Where—

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

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

15 (c) either—

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

20

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

25

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

(4) In *subsection (3)* "company", "private company" and
30 "holding company" have the same meanings respectively as in the Companies Act, 1963.

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

Premises provided by local authorities.

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

[New in pt. cf. 1931, s. 3; see 1966, No. 21, s. 118 (1)]

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

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

Statutory tenancies under the Rent Restrictions Act, 1960.

[1931, s. 6]

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

Regulations.

[1931, s. 7; 1967, s. 34]

(2) Every regulation made by the Minister under this Act shall be

laid before each House of the Oireachtas as soon as may be after it is made and, if a resolution annulling the regulation is passed by either such House within the next subsequent twenty-one days on which that House has sat after the regulation is laid before it, the regulation shall be annulled accordingly, but without prejudice to the validity of anything previously done under the regulation. 5

Expenses.
[cf.1931, s. 8]

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

Repeals and consequential provisions.

10.—(1) The enactments mentioned in the *Schedule* are hereby repealed to the extent specified in the third column. 10

(2) The repeal of section 10 of the Act of 1971 shall not affect the operation of subsection (2) of that section.

(3) Any notice given under an enactment repealed by this Act shall, for the purpose of making a claim under this Act, be treated as a notice under the corresponding provision of this Act as if that provision were in force when the notice was given. 15

(4) *Subsections* (2) and (3) are without prejudice to section 21 of the Interpretation Act, 1937, which, amongst other matters, provides for the continuance of pending proceedings and the preservation of existing rights and liabilities. 20

Rules of court.

11.—The rules of court for the purposes of any enactment repealed by this Act shall, pending the making of rules of court for the purposes of this Act, apply for such purposes with such adaptations as may be necessary. 25

PART II

EXERCISE OF JURISDICTION

Arbitration.

12.—(1) Every county registrar shall be an arbitrator for the purposes of this Act.

[New in pt. 1967,
s. 22 (3); cf. 1967,
ss. 2 (3), 17]

(2) He shall have jurisdiction to determine by arbitration any question arising under this Act in relation to premises situate wholly or partly within his area on the application of any person concerned, except where this Act otherwise provides. 30

(3) If a county registrar is of opinion that he cannot properly deal with a particular matter because of a personal interest or such personal knowledge of the facts or of the parties as might prejudice his determination of the matter, he shall nominate the county registrar for an adjoining area to determine the matter. 35

(4) If a county registrar is unable to deal with a matter owing to illness or for any other reason, or if the office of county registrar is temporarily vacant, the Minister may nominate another county registrar to determine the matter. 40

(5) An award, order or other decision of an arbitrator under any provision of this Act may, by leave of the Court, be enforced as a judgment or order to the same effect and, where leave is so given, judgment may be entered in terms of the award, order or decision. 45

(6) An order under section 65 of the Courts of Justice Act, 1936 (which provides for fees to be charged in court offices) may provide for the charging of fees in respect of expenses incurred by a county registrar as arbitrator under this Act. 50

- 13.—Sections 29, 35, 36, 37 and 41 of the Arbitration Act, 1954, shall not apply to an arbitration under this Act. Restriction of Arbitration Act, 1954.
[1967, s. 17 (5)]
- 14.—The arbitrator shall have the same power of making orders in respect of— Orders in relation to security for costs, discovery, evidence, etc.
[1967, s. 17(3)]
- 5 (a) security for costs,
- (b) discovery and inspection of documents and interrogatories,
- (c) the giving of evidence by affidavit, and
- (d) the examination on oath of any witness,
- as the Court has in relation to any action or matter.
- 10 15.—(1) The arbitrator shall direct to and by whom and in what manner the costs of the arbitration shall be paid and shall tax or settle the amount of costs to be so paid. Costs of arbitration.
[1967, s. 19]
- (2) Notwithstanding any other provision of this Act, where, in the opinion of the arbitrator, a party to the arbitration has behaved unreasonably (whether by act or omission) or has, without reasonable cause—
- 15 (a) refused or failed to comply with a provision of this Act or delayed in so complying, or
- (b) refused or failed to reach agreement or delayed in reaching agreement in relation to any matter under this Act,
- 20 and thereby occasioned the incurring of the whole or part of the costs of the arbitration, the arbitrator may direct that the whole or a specified part of the costs of the arbitration shall be paid by that party.
- 25 (3) The arbitrator shall not direct the fees of counsel retained on behalf of a party to the arbitration to be paid by another party unless a question of law was involved of such kind as, in the opinion of the arbitrator, rendered it necessary to retain counsel.
- (4) References in this section to costs are to party and party costs.
- 30 16.—The jurisdiction conferred by this Act on the Court shall be exercised by the Judge of the Court for the time being assigned to the circuit in which are situate the premises or any part of the premises in relation to which the jurisdiction is exercised. Exercise of jurisdiction of Court.
[1931, s. 5]

[cf. 1961, Sch. 3, ref. 8 (etc.), col. 4]
- 17.—(1) An appeal shall lie to the Court against every award, order or other decision of an arbitrator. Appeal.
[1967, s. 22]
- 35 (2) Before giving its decision the Court may remit any matter to the reconsideration of the arbitrator or remit the matter to the rehearing of another county registrar as arbitrator.
- 18.—(1) Each county registrar shall keep in the prescribed form the following registers of decisions made by him under this Act— Registers of awards and decisions.
[New in pt. cf. 1967, s. 21]
- 40 (a) a register of awards in relation to the price of the fee simple in land being acquired under this Act,
- (b) a register of awards in relation to the grant of new tenancies under Part III,

- (c) a register of awards in relation to the grant of reversionary leases under *Part IV*,
- (d) a register of awards in relation to the grant of sporting leases under *Part V*,
- (e) a register of decisions, vesting certificates, awards and directions in relation to the statutory vesting of the fee simple in land under *section 73*,
- (f) a register of awards in relation to any compensation, and
- (g) a register of all other orders and decisions.

(2) Every register shall be made available for public inspection and copies of entries in the registers shall be made available to the public and the Minister may prescribe the places at which and the times during which the registers may be so made available and, with the concurrence of the Minister for Finance, the fees to be charged for such inspection and for such copies.

(3) A copy of an entry in a register purporting to be signed by the county registrar shall, without proof of the signature of the person purporting to sign the copy or that he was the county registrar, be evidence until the contrary is proved of the matters stated in the entry.

PART III

RIGHT TO NEW TENANCY

Application of
Part III.

[New. cf. 1931,
s. 19]

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

- (a) the tenement was, during the whole of the period of three years ending at that time, used by the tenant for the time being wholly or partly for the purpose of carrying on a business, or
- (b) the tenement was, during the whole of the period of twenty years ending at that time, continuously in the occupation of the person who was the tenant immediately before that time or of his predecessors in title, or
- (c) improvements have been made on the tenement and the tenant would, if this Part did not apply to the tenement, be entitled to compensation for improvements under *Part IX* and not less than one-half of the letting value of the tenement at that time is attributable to those improvements.

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

(3) In this Part “business” includes any activity for providing cultural, charitable, educational, social or sporting services.

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

[1960, s. 54 in pt.]

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

- (a) a letting made and expressed to be made for the temporary convenience of the landlord or of the tenant and (if made after the passing of the Act of 1931) stating the nature of the temporary convenience, or
- (b) a letting made for or dependent on the continuance of the tenant in any office, employment or appointment.

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

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

Application of Part III to dwellings de-controlled by Rent Restrictions (Amendment) Act, 1967.

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

[1967, No. 10, s. 13 in pt.]

(b) in any other case, exceeds £30 (if a house) or £20 (if a flat),

and the letting of which was not—

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

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

(2) This Part also applies to a dwelling, being a house having a rateable valuation exceeding £10, of which, after the passing of the Rent Restrictions (Amendment) Act, 1967, a bachelor or spinster over the age of 21 years and under the age of 65 years has become the tenant and which, immediately before he or she became the tenant, was a controlled dwelling under the Rent Restrictions Act, 1960.

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

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

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

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

Right of tenant
to new tenancy.

[1931, s. 20]

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

Restrictions on
right to new
tenancy.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Where the arbitrator is satisfied—

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

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

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

(4) Where, in a case in which an application for a new tenancy has been refused on a ground mentioned in *subparagraph (i) or (ii) of subsection (2) (a)*, it appears to the Court that the refusal was obtained by misrepresentation or concealment of material facts on the part of the landlord, the Court may order the landlord to pay to the tenant such sum as it considers proper by way of punitive damages.

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

Provisions relating to award of new tenancy.

[1931, s. 27 in pt.]

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

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

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

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

Provisions where
tenant not
entitled to new
tenancy.

[1931, s. 27 in
pt.]

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

- (a) if the notice of intention to claim relief includes a claim in the alternative for compensation, the arbitrator shall hear and determine the claim and fix the amount of any compensation; 5
- (b) if the notice of intention to claim relief does not include a claim in the alternative for compensation, the arbitrator may, on the application of the tenant, if having regard to all the circumstances of the case he thinks proper to do so, amend the notice in such terms as he thinks proper by inserting in it a claim in the alternative for compensation and thereupon deal with that claim in accordance with paragraph (a). 10

Notice of
intention to claim
relief.

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

26.—(1) A claim for a new tenancy under this Part shall not be maintained unless the claimant, within the time limited in *sub-section* (2), serves on each person against whom the claim is intended to be made a notice of intention to claim relief in the prescribed form. 15

(2) A notice of intention to claim relief may be served— 20

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

(i) the termination of the tenancy, or

(ii) the expiration of one month after the service (not earlier than three months before the termination of the tenancy) on the claimant by the landlord of notice in the prescribed form of the expiration of the term or period or the happening of the event, whichever is the later; 25 30

(b) in the case of a tenancy terminating by the fall of a life or any other uncertain event—before the expiration of one month after—

(i) the happening of the event coming to the knowledge of the claimant, or 35

(ii) the service on the claimant by the landlord of notice in the prescribed form of the happening of the event,

whichever is the later;

(c) in the case of a tenancy terminated by notice to quit—before the expiration of one month (or, in the case of premises to which *section* 20 (2), 21 (3) or 21 (4) applies, six months) after the service of the notice; 40

(d) in the case of a tenancy to which *section* 35 applies—within six months after the commencement of this Act.

(3) The notice may include a claim in the alternative for compensation. 45

Application for
relief.

[New. cf. 1931,
s. 25]

27.—(1) A person who serves a notice of intention to claim relief may, at any time not less than one month thereafter, apply to the arbitrator to determine his right to relief and (as the case may be)

to fix the amount of the compensation or the terms of the new tenancy to which he is found to be entitled.

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

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

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

Offer by landlord of new tenancy in lieu of compensation.

[1931, s. 28]

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

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

(b) in that case, such person or persons shall forthwith grant, and the tenant shall forthwith accept, a lease creating in the tenement from the termination of the previous tenancy a new tenancy on the terms specified in the notice served on the tenant;

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

[New in pt.]

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

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

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

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

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

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

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

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

Fixing of terms of new tenancy by arbitrator.

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

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

(2) The arbitrator shall fix the duration of the tenancy at thirty-five years or such less term as the tenant may nominate. 10

(3) The rent payable by the tenant under the new tenancy shall not be less than (as the case may require) the rent payable by the landlord in respect of the tenement or such proportion of the rent payable by the landlord in respect of the tenement and other property as is in the opinion of the arbitrator fairly apportionable to the tenement. 15

(4) Subject to subsection (3), the rent shall be the gross rent reduced, where appropriate, by the allowance for improvements provided for by subsection (6). 21

(5) The gross rent shall be the rent which in the opinion of the arbitrator a willing lessee not already in occupation would give and a willing lessor would take for the tenement, in each case on the basis of vacant possession being given, and 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 the tenancy and to the letting values of tenements of a similar character to the tenement and situate in a comparable area but without regard to any goodwill which may exist in respect of the tenement. 25

(6) The allowance for improvements shall be such proportion of the gross rent as is, in the opinion of the arbitrator, attributable to improvements made by the tenant or his predecessors in title and in respect of which the tenant would have been entitled to compensation for improvements if (as the case may be) this Part did not apply to the tenement or the new tenancy had not been created. 30

(7) The arbitrator may, as one of the terms of the new tenancy, require the intended tenant to expend, within such time as the arbitrator thinks proper, a specified sum of money in the execution of specified repairs (including painting for purposes of preservation but not painting for purposes of mere decoration) to the tenement and authorise the postponement of the grant of the new tenancy until the requirement has been complied with. 35 40

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

(9) The new tenancy shall be subject to such covenants as may be agreed upon between the parties or, in default of agreement, as may be determined by the arbitrator. 45

Review of rent.

[New]

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

(a) the landlord or the tenant shall be entitled to apply to the arbitrator for a review of the rent at any time after the expiration of seven years from the commencement of the tenancy; 50

(b) if, however, the new tenancy commences more than seven years after its terms were fixed by the arbitrator, the application for such review may be made on such commencement;

5 (c) the landlord or the tenant may, in either such case, apply for a further review of the rent at any time after the expiration of seven years from the first or any subsequent review.

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

(3) In default of agreement on the rent, the person seeking the review shall be entitled to apply to the arbitrator for a review of the rent.

(4) The rent fixed upon such review, whether by agreement or
15 under the order of the arbitrator, shall become payable on the first gale day of the relevant septennial period, or the first gale day after the service of the notice of intention to seek the review, whichever is the later.

31.—(1) In the case of a dwelling to which *section 21* relates,
20 *sections 29 and 30* shall apply subject to the provisions of this section.

Modification of
sections 29 and 30
in case of
dwellings to which
section 21 relates.

(2) If the terms of a new tenancy for the dwelling have not been fixed on any previous occasion (whether by the Court under the Act of 1931 or by the arbitrator under this Part) and the arbitrator is satisfied that payment of the rent which, apart from this provision,
25 would be fixed would cause hardship to the tenant, the arbitrator shall fix the rent payable by the tenant under the new tenancy at a sum (not below the existing rent) which he is satisfied that, having regard to all the circumstances of the case, including any hardship to the landlord, the tenant should be required to pay and *section*
30 *29 (2)* shall have effect as if "not more than ten years" were substituted for "thirty-five years or such less term as the tenant may nominate" and *section 30* shall not apply to the rent so fixed.

[1967, No. 10,
s. 13 (3) (viii)]

(3) In any other case, *section 29 (6)* shall have effect as if for "and in respect of which the tenant would have been entitled to compensation for improvements if (as the case may be) this Part did not apply to the tenement or the new tenancy had not been created" there were substituted "(whether before or after the commencement of this Act or the passing of the Act of 1931 or the Rent Restrictions (Amendment) Act, 1967) which, at the time of the application
35 to the arbitrator, add to the letting value and are suitable to the character of the tenement".
40

32.—Where, following the making of an order under this Part or the Act of 1931 for a new tenancy, the existing tenancy is terminated in such manner that the tenant would under *section 23 (1)* not be
45 entitled to a new tenancy, then—

Termination of
tenancy after
order for new
tenancy.

[New]

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

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

33.—Where a tenancy is continued or renewed or a new tenancy is
50 created under this Part, the continued, renewed or new tenancy shall for the purposes of this Act be or be deemed to be a continuation of the tenancy previously existing and shall for all purposes be deemed

Continuation of
existing tenancies.

[1931, s. 35]

to be a graft upon that tenancy, and the interest of the tenant thereunder shall be subject to any rights or equities arising from its being such graft.

Right of tenant
to continue in
occupation
pending decision.

[1931, s. 38]

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

Tenancy
terminated
before commence-
ment of this Act.

[1931, s. 39]

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

PART IV

REVERSIONARY LEASES

Reversionary
lease.

36.—(1) In this Act “reversionary lease” means a lease under this Part.

[New in pt. cf.
1958, ss. 4, 11,
12 in pt.]

(2) Subject to the provisions of this Act, the following persons shall be entitled to a reversionary lease of land—

- (a) a person who holds or has held the land under a lease, if the conditions specified in *section 37* are complied with;
- (b) a person who is entitled under *section 66* to purchase the fee simple in the land.

Conditions to be
complied with.

[New in pt. cf.
1958, ss. 2 in pt.,
4 in pt.]

37.—(1) The following are the conditions to be complied with in the case of a person who holds or has held land under a lease and who seeks a reversionary lease:

- (a) that there are permanent buildings on the land and that the portion of the land not covered by those buildings is subsidiary and ancillary to them;
- (b) that the permanent buildings are not an improvement within the meaning of *subsection (2)*;
- (c) that the permanent buildings were not erected in contravention of a covenant in the lease; and
- (d) one of the alternative conditions set out in *section 38*.

(2) In *subsection (1) (b)* “improvement” in relation to buildings means any addition to or alteration of the buildings and includes any structure which is ancillary or subsidiary to those buildings, but does not include any alteration or reconstruction of the buildings so that they lose their original identity.

38.—The following are alternative conditions one of which must also be complied with in a case to which *section 37* relates: Other conditions in the alternative.

1. that the permanent buildings were erected by the person who at the time of their erection was entitled to the lessee's interest under the lease or were erected in pursuance of an agreement for the grant of the lease upon the erection of the permanent buildings; [1958, s. 4 (2) (d)]

2. that the lease is for a term of not less than fifty years and the yearly amount of the rent or the greatest rent reserved thereunder (whether redeemed at any time or not) is of an amount that is less than the amount of the rateable valuation of the land at the commencement of this Act and that the permanent buildings on the land demised by the lease were not erected by the lessor or any superior lessor or any of their predecessors in title; [New. cf. 1958, s. 4 (3) (a)]

Provided that it shall be presumed, until the contrary is proved, that the buildings were not so erected;

3. that the lease was granted by a lessor to the nominee of a person (in this paragraph referred to as the builder) to whom land was demised for the purpose of erecting buildings thereon in pursuance of an agreement between the lessor and the builder that the builder, having contracted to sell the buildings, would surrender his lease in consideration of the lessor granting new leases to the builder's nominees; [1958, s. 5 in pt.]

4. that the lease was granted by a lessor to the nominee of a person (in this paragraph referred to as the builder) in pursuance of an agreement between the lessor and the builder that the lessor, upon the erection of the buildings by the builder, would grant leases to the builder's nominees; [1958, s. 5 in pt.]

5. that the lease was granted, either at the time of the expiration or surrender of a previous lease or subsequent to such expiration or surrender— [1971, s. 8 (1)]

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

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

provided that the previous lease expired or was surrendered before the 31st day of March, 1931, and that it would have been a lease to which this Part applied had this Act then been in force;

6. that the lease is a reversionary lease granted on or after the 31st day of March, 1931, to a person entitled thereto under the Act of 1931, the Act of 1958, or under this Part, whether granted on terms settled by the Court or by arbitration or negotiated between the parties; [1958, s. 19 in pt.]

7. that the lease, being a lease for a term of not less than fifty years, was made— [New. cf. 1958, s. 7]

(a) 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 the lease and, for this purpose, any money paid in redemption of any part of the rent reserved by the lease (whether the money was paid in pursuance of a covenant in the lease or in pursuance of an agreement made between the lessee and the lessor during the currency of the lease) shall be deemed to be part of the consideration, or

	(b) partly in consideration of the expenditure (otherwise than on decoration) of a sum of money by the lessee on the premises demised by the lease, or	
	(c) partly in consideration of both that payment and that expenditure,	5
	and that the sum so paid or expended or the total of those sums was not less than fifteen times the yearly amount of the rent or the greatest rent reserved by the lease, whichever is the less.	
Greatest rent under section 38. [1958, s. 7 (3)]	39.—In determining for the purposes of section 38 the greatest rent reserved by a lease the following provisions shall have effect:	10
	(a) where during the currency of a lease part of the rent is redeemed by a capital payment, the reduced rent shall be deemed to be the greatest rent reserved by the lease;	
	(b) a penal rent payable for any breach of covenant and any exceptional rent reserved for a specified period not exceeding five years shall be disregarded.	15
Extension of section 38, condition 7. [New]	40.—A lease for a term of not less than fifty years shall be deemed to comply with condition 7 in section 38 if—	
	(a) the lease was granted partly in consideration of an undertaking by the lessee to carry out specified works on the premises demised by the lease,	20
	(b) the amount to be expended on the works was not specified,	
	(c) the works were carried out by the lessee, and	
	(d) it is proved that the reasonable cost of the works taken either alone or together with any fine or other payment mentioned in that condition was not less than fifteen times the yearly amount of the rent or the greatest rent reserved by the lease, whichever is the less.	25
Right of lessee under expired lease. [1958, s. 14; 1971, s. 9]	41.—Where—	30
	(a) a lease expired within eight years before the commencement of this Act, and	
	(b) the lessee is, at such commencement, in possession of the land comprised in the expired lease under a yearly tenancy arising by implication from the acts of the parties or under a statutory tenancy under the Rent Restrictions Acts, 1960 and 1967, or as a tenant at will or otherwise, without having obtained a new tenancy from the lessor or acquired the lessor's interest in the land, and	35 40
	(c) no person was, immediately before such commencement, entitled to be granted a lease under the Act of 1958,	
	the lessee shall, during the twelve months after the commencement of this Act, have the same right to a reversionary lease as he would have if his lease had not expired.	45

42.—(1) Where a person holds or has held land under a lease (in this section referred to as a partly-built lease) which would entitle him to a reversionary lease but for the fact that the portion of the land which is not covered by the permanent buildings is not wholly subsidiary and ancillary to those buildings, the following provisions of this section shall have effect.

Partly-built leases.

[New in pt. cf. 1958, s. 6]

(2) The partly-built lease shall, for the purposes of this Act, be deemed to comprise two separate leases as follows:

(a) one lease (in this section referred to as the built-on lease) comprising that portion of the land demised by the partly-built lease which is covered by the permanent buildings, together with so much of the land as is subsidiary and ancillary to those buildings, and

(b) the other lease (in this section referred to as the vacant lease) comprising the residue of the said land.

(3) For the purposes of the division of the partly-built lease, such portion of the rent reserved by that lease as is fairly attributable to the land comprised in the built-on lease shall be apportioned to the built-on lease and the remainder of the said rent shall be apportioned to the vacant lease, and the covenants on the lessee's part and the conditions contained in the partly-built lease shall be apportioned likewise so as to relate separately to the land comprised in the built-on lease and to the land comprised in the vacant lease.

(4) The built-on lease shall be a lease to which this Part applies.

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

Application to obtain reversionary lease.

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

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

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

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

(3) A person who holds land otherwise than under a lease and who is entitled to a reversionary lease may apply at any time to the landlord or other person (in this Act also referred to as the immediate lessor) from whom he holds the land for a reversionary lease of the land.

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

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

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

Persons bound to grant reversionary leases.

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

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

Restrictions on right to reversionary lease.

45.—(1) A person shall not be entitled to a reversionary lease unless— 5

[New in pt. cf. 1958, ss. 11 in pt., 12 in pt., 15, 16 in pt.; 1963, s. 79 (3)]

(a) he obtains the consent of every person holding the land or part of the land under him who is also entitled to a reversionary lease of that land, or that part of that land, or 10

(b) he excludes from his application that part of the land for which he has not obtained that consent.

(2) A person shall not be entitled to a reversionary lease of the land or any part of the land where a necessary party to the granting of the lease satisfies the arbitrator— 15

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

(b) (i) that he intends or has agreed to pull down and rebuild or to reconstruct the whole or a substantial portion of the buildings on the land and has obtained planning permission for the work, or 20

(ii) that he requires vacant possession of the land for the purpose of carrying out a scheme of development of property which includes the land and has obtained planning permission for the scheme, or 25

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

(3) A person shall not be entitled to a reversionary lease where a planning authority, being a necessary party to the granting of the lease, satisfies the arbitrator that, in case the reversionary lease would be a lease of the whole of the land, the land or any part of the land is situate in an area in respect of which the development plan indicates objectives for its development or renewal as being an obsolete area or that, in case the reversionary lease would be a lease of part of the land, that part or any part of that part is situate in such an area. 30

(4) A person who has been declared under subsection (2) or (3) not to be entitled to a reversionary lease shall be entitled to remain in possession of the land, upon such terms as the arbitrator may think proper, until the person who successfully objected to the grant of the lease or his successor in title becomes entitled to possession of the land. 40

(5) Where a lease has been refused under subsection (2) or (3) and it appears to the Court, on application by the person who has been refused, that the refusal was obtained by misrepresentation or concealment of material facts, the Court may order the guilty party to pay such sum as it considers proper by way of punitive damages. 45

(6) Where a lease has been refused under subsection (2) or (3), 50 compensation in lieu of the lease shall be paid in accordance with section 103.

Terms of reversionary lease settled by arbitrator.

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

[1958, s. 18 in pt.]

(2) The lease shall be for a term of ninety-nine years. 55

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

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

(5) If any new covenant restricting the lessee's rights is included
15 in the reversionary lease, the arbitrator may fix a lower rent where he thinks proper to do so.

21 47.—(1) Subject to the provisions of this section, the rent to be reserved by a reversionary lease the terms of which are settled by the arbitrator shall be one-eighth of the gross rent reduced, where
20 appropriate, by the special allowance provided for by *subsection (2)*.

Determination of rent.

[New in pt. cf. 1958, s. 18 in pt.; 1967, s. 26]

(2) The special allowance for the purpose of *subsection (1)* shall be such proportion of the gross rent as, in the opinion of the arbitrator, is attributable to works of construction, reconstruction or alteration carried out by the lessee or any of his predecessors
25 in title which add to the letting value of the premises as compared with its letting value when it was last in the possession of the lessor or any of his predecessors in title, other than works carried out wholly or partly in consideration of the grant of a lease or tenancy or repairs and maintenance during the currency of the lease or
30 tenancy.

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

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

40 48.—(1) The gross rent shall be the rent which, in the opinion of the arbitrator, a willing lessee not already in occupation would give and a willing lessor would take for the land comprised in the reversionary lease in such circumstances that the supply of similar land is sufficient to meet the demand and the competition for it is normal—

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

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

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

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

(a) if a lease or tenancy for which the applicant seeks a reversionary lease contains a covenant by the lessee to keep or deliver up the premises in repair, having regard to the condition in which the premises will be after the repairs
60 have been carried out, or

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

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

Covenants under reversionary lease.

[1958, s. 18 (6)]

49.—(1) The reversionary lease shall contain such covenants as may be agreed upon between the parties or, in default of agreement, as may be determined by the arbitrator.

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

Expenditure on repairs.

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

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

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

Reversionary lease a graft on former lease.

[1958, s. 19]

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

Right of lessee to continue in occupation.

[1958, s. 23]

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

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

Evidence of agreement to build.

[1958, s. 4 (4)]

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

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

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

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

Buildings replaced under covenant.

[1958, s. 4 (5)]

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

Buildings erected in breach of covenant.

[1958, s. 4 (6)]

PART V

15 SPORTING LEASES

56.—In this Part—

Definitions.

“sporting lease” has the meaning assigned to it in *section 57*;

[1971, s. 1]

“sports club” has the meaning assigned to it in *section 57* and shall, where the context so admits, be construed as including predecessors in title of the sports club.

25 57.—A club or organisation (in this Part referred to as a sports club) carrying on some outdoor sport, game or recreation (in this Part referred to as the sport) and holding land in accordance with the conditions specified in *section 58*, shall, subject to the provisions of this Act, be entitled to obtain a lease (in this Part referred to as a sporting lease) of the land.

Sporting lease.

[1971, s. 2 (1)]

58.—(1) The following are the conditions to be complied with:

Conditions to be complied with.

(a) that the land—

[1971, s. 2 (2) (5) (6)]

30 (i) is held for the purpose of carrying on the sport under a lease for a term of not less than twenty-one years, or

35 (ii) has been continuously occupied by or in the possession of the sports club for that purpose for the period of not less than twenty-one years immediately preceding the date of the application for a sporting lease;

(b) that the sports club has spent money—

40 (i) on erecting permanent buildings or structures on the land which are used in connection with the land for that purpose, or

45 (ii) on reconstructing, altering, renovating or adapting any permanent buildings or structures on the land which are so used so as to render them more suitable for that purpose, or

50 (iii) on developing, improving or adapting the land so as to render it more suitable for that purpose, and

(c) that the total amount so spent was not less than the greater of the following, namely, one thousand pounds or fifteen times the average yearly amount of any rent or other sum paid or payable in respect of the land in the five years immediately preceding the date of the application for a sporting lease, disregarding any penal rent or other sum

payable for any breach of a covenant and any exceptional rent or sum in respect of a specified period not exceeding five years.

(2) Any money spent—

(a) on the maintenance of buildings, structures or land, or 5

(b) on the erection, reconstruction, alteration, renovation or adaptation of buildings or structures, or the development, improvement or adaptation of land, in contravention of any covenant,

shall be disregarded for the purposes of *subsection (1)*. 10

(3) Where land which complies with the conditions specified in *subsection (1)* is used both for the purpose of carrying on the sport and for some other purpose, the sports club shall not be entitled to obtain a sporting lease of that land unless the arbitrator is satisfied that the land is primarily used for the purposes of the sport. 15

Sporting lease
of ancillary
holding.

[1971, s. 2 (3) (4)]

59.—(1) Where—

(a) land (in this section referred to as the qualifying land) is held by a sports club either for a freehold estate or in accordance with *section 58 (1) (a)* and is so held, in compliance with the conditions specified in *section 58 (1) (b)* and *58 (1) (c)*, in conjunction with other land primarily used for the same purpose, 20

(b) that other land does not comply with those conditions, and

(c) that other land—

(i) is held under a lease for a term of not less than twelve years, or 25

(ii) has been continuously occupied by or in the possession of the sports club for a period of not less than twelve years,

the sports club shall be entitled to obtain a sporting lease of that other land if the area of the other land is not more than one-fourth of the total area of the qualifying land and the other land. 30

(2) If the qualifying land ceases to be primarily used for the purpose of carrying on the sport, the lessor of the sporting lease granted under *subsection (1)* shall be entitled to terminate the lease on giving three months' notice to the lessee. 35

Application to
obtain sporting
lease.

[1971, s. 3]

60.—(1) A sports club which holds land under a lease and which is entitled to a sporting lease may apply to its immediate lessor to obtain a sporting lease of the land—

(a) not earlier than fifteen years before the expiration of the lease, and 40

(b) not later than the expiration of the lease or the expiration of three months from the service on the club by its immediate lessor or any superior lessor of notice of the expiration of the lease, whichever is the later. 45

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

(3) Where an application is made for a sporting lease before the expiration of the lease under which the applicant holds, the sporting lease, where granted, shall commence on the expiration of the previous lease or on such other date as may be agreed upon between the parties. 50

(4) Where an application is made for a sporting lease after the expiration of the previous lease, the sporting lease, where granted, shall commence on such date as may be agreed upon between the parties or, in default of agreement, on the date of the application.

- 5 (5) A sports club which holds land otherwise than under a lease and which is entitled to obtain a sporting lease may apply at any time to the landlord or other person (in this Part also referred to as the immediate lessor) from whom it holds the land for a sporting lease of the land and the sporting lease, where granted, shall commence on such date as may be agreed between the parties or, in
10 default of agreement, on the date of the application.

- 61.—(1) A sports club shall not be entitled to a sporting lease of the land or any part of the land in respect of which that lease is sought where the immediate lessor or any superior lessor who is a
15 necessary party to the grant of the lease satisfies the arbitrator—

Restrictions on right to sporting lease.

[1971, s. 4 (1) (2)]

- (a) that he holds the land for a freehold estate or has an interest in reversion of not less than fifteen years,
(b) that he requires vacant possession of the land for the purpose of carrying out a scheme of development of property which includes the land and that he has obtained planning permission for that scheme of development, and
20 (c) that it is reasonable that a sporting lease should be refused.

- (2) *Subsection (1)* is, in relation to a sporting lease, in substitution for section 45 (2) and 45 (3) and accordingly references in sections
25 45 (4), 45 (5) and 45 (6) to *subsection (2)* or (3) of that section shall be construed as references to *subsection (1)* of this section.

- 62.—(1) Where the terms of a sporting lease are settled by the arbitrator, the lease shall be for a term of ninety-nine years.

Terms of sporting lease.

[1971, s. 5 (1) (2) (3) (b)]

- (2) A sporting lease shall contain such covenants as may be
30 agreed upon between the parties or, in default of agreement, as may be determined by the arbitrator.

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

- 35 (4) Where the terms of a sporting lease are fixed by the arbitrator, the lease shall contain a covenant that if the property demised by the lease is not used for or in connection with some outdoor sport, game or recreation, the lessor shall be entitled to terminate the lease on giving three months' notice to the lessee.

- 40 63.—(1) Where the rent under a sporting lease is to be determined by the arbitrator, the arbitrator shall fix a fair rent for the grant of a lease of the property for the purpose of carrying on the sport.

Rent under sporting lease.

[1971, s. 6]

- (2) In fixing the rent the arbitrator shall have regard to the general intention of this Part in relation to sports clubs which is the advancement of outdoor sports, games and recreations and the preservation of open spaces for the common good and, without prejudice to such other considerations as he considers relevant, may take into account the rent or other sum previously paid for the property by the sports club and any covenants under which it was so paid, to the rent paid by other
45 sports clubs of the same kind in the same or a comparable locality, to the contribution made by the sports club to the enhancement of the property and to the price paid by any person who is a necessary party to the granting of the lease in the acquisition of his estate or
50 interest.

Review of rent.

[1971, s. 5 (3) (a)]

64.—(1) Where a sports club is entitled to a sporting lease and the terms of that lease are fixed by the arbitrator, the lease shall contain a covenant that the amount of the rent shall, on the application of the lessor to an arbitrator, be subject to a review at any time after the expiration of twenty-four years of the term granted by the sporting lease and to a further review at any time after the expiration of twenty-five years from the first or any subsequent review. 5

(2) A condition inserted in a sporting lease in pursuance of section 5 (3) (a) of the Act of 1971 shall have effect as if the reference therein to the Court were a reference to an arbitrator. 10

Application of Part IV to sporting leases.

[1971, s. 7]

65.—Subject to this Part, the following provisions of Part IV, namely, sections 44, 45, 46, 50, 51, 52, 54 and 55, shall apply, with necessary modifications, for the purposes of this Part as if a sporting lease were a reversionary lease and a tenancy or other right of user to which this Part applies were a lease and cognate words and expressions shall be construed accordingly. 15

PART VI

PURCHASE OF FEE SIMPLE

General right to acquire fee simple.

[1967, s. 3 in pt.]

66.—(1) A person to whom this section applies shall, subject to the provisions of this Act, have the right as incident to his existing interest in land to enlarge that interest into a fee simple, and for that purpose to acquire by purchase the fee simple in the land and any intermediate interests in it. 20

[New in pt. cf. 1967, s. 3 (2) (a)—(d) (i)]

(2) This section applies to a person who holds or has held land under a lease, if the conditions specified in section 37 are complied with. 25

[New in pt. cf. 1967, s. 3 (2) (d) (ii), (4) (b)]

(3) This section also applies to a person who holds land in the following circumstances—

(a) that the land is covered wholly or partly by permanent buildings and any land not so covered is subsidiary and ancillary to those buildings; 30

(b) that the land is held under a contract of yearly tenancy or under a yearly tenancy arising by operation of law or by inference on the expiration of a lease, or under a yearly tenancy that is a statutory tenancy implied by holding over property controlled by the Rent Restrictions Acts on the expiration of a lease; 35

(c) that the land has been continuously held under any one or more of the tenancies referred to in paragraph (b) (including any expired lease) by the person or his predecessors in title for a period of not less than twenty-five years prior to the date of the service by the person of notice of intention to acquire the fee simple under section 69; 40

(d) that the yearly rent is less than the rateable valuation at the time of the service of that notice of intention; 45

(e) that the permanent buildings were not erected by the immediate lessor or any superior lessor or any of their predecessors in title, provided, however, that it shall be presumed until the contrary is proved that the permanent buildings were not so erected; 50

(f) that the contract of tenancy is not a letting which is made and expressed to be made for the temporary convenience of the immediate lessor or of the person holding under

the contract and, if the letting was made after the passing of the Act of 1931, stating the nature of the temporary convenience, and

- 5 (g) that the contract of tenancy is not a letting which is made for or dependent on the continuance of the person holding under the contract in any office, employment or appointment.

- 10 (4) Where land (in this section referred to as a partly-built holding) would be land in relation to which this section applies but for the fact that the portion of the land which is not covered by the permanent buildings is not wholly subsidiary and ancillary to those buildings, the provisions of subsections (5), (6) and (7) shall have effect. [New. cf. 1958, s. 6]

- 15 (5) The partly-built holding shall, for the purposes of this Act, be deemed to comprise two separate holdings as follows: [New. cf. 1958, s. 6]

- (a) one holding (in this section referred to as the built-on holding) comprising that portion of the land which is covered by the permanent buildings, together with so much of the land as is subsidiary and ancillary to those buildings, and
20 (b) the other holding (in this section referred to as the vacant holding) comprising the residue of the land.

- (6) For the purposes of the division of the partly-built holding, such portion of the rent for the holding as is fairly attributable to the land comprised in the built-on holding shall be apportioned to the built-on holding and the remainder of the rent shall be apportioned to the vacant holding, and the covenants on the part of the person holding the land and the conditions attached to the tenancy of the partly-built holding shall be apportioned likewise so as to relate separately to the land comprised in the built-on holding and to the land comprised in the vacant holding. [New. cf. 1958, s. 6]

- (7) The built-on holding shall be land in relation to which this section applies. [New. cf. 1958, s. 6]

- (8) This section does not apply, in relation to any land, to a person who has been declared by virtue of section 15 (1) of the Act of 1958 or under section 45 of this Act not to be entitled to a reversionary lease of the land under that Act or under Part IV of this Act and who is in possession of the land under a lease or tenancy or by virtue of subsection (2) of the said section 15 or by virtue of subsection (4) of the said section 45. [cf. 1967, s. 3 (4) (a)]

- 40 67.—Where a lessee has a right to a lease under section 41 he shall, during the twelve months after the commencement of this Act, have the same right to acquire the fee simple as a person to whom section 66 applies. Right to acquire fee simple in case of expired lease. [1967, s. 3 (6)]

- 45 68.—(1) A person shall not be entitled to acquire the fee simple in land under this Part unless he obtains the consent to the acquisition of every person who holds the land or any of it under a sub-lease or sub-tenancy and who is himself entitled to acquire the fee simple. Restrictions on right to acquire fee simple. [1967, ss. 3 (3), 5 in pt.]

- 50 (2) A person shall not be entitled to acquire the fee simple in part of the land under this Part unless—

- (a) he obtains the consent of every person who holds the part or any of it under a sub-lease or sub-tenancy and who is himself entitled to acquire the fee simple, and
55 (b) he excludes, from the notice or notices under section 69 or 73 in relation to the part, the remainder of the land.

- (3) A person who has a right to a reversionary lease shall not be entitled to acquire the fee simple under this Part if the lease on which such right is based is—

- (a) a lease of land which is used for the purposes of business or includes a building divided into not less than four separate and self-contained flats, being a lease which contains provisions enabling the amount of the rent reserved by the lease to be altered within twenty-six years from the commencement of the lease (not being provisions enabling such rent to be altered once only and within five years from such commencement or upon the erection after such commencement of any buildings upon the land or upon the breach of a covenant in the lease), or 10
- (b) a lease granted before the commencement of the Act of 1967 of land which is used for the purposes of business, being a lease which contains provisions requiring the lessee to carry on business on the land which is restricted in whole or in part to dealing in commodities produced or supplied by the lessor, or 15
- (c) a lease of land containing a covenant by the lessee to erect a building or buildings or carry out development on the land if and so long as the covenant has not been fully complied with, or 20
- (d) a lease made by the Commissioners of Irish Lights, or 20
- (e) a lease made by a harbour authority, within the meaning of the Harbours Act, 1946, whether before or after the passing of that Act. 20

Notice of intention to acquire fee simple.

[1967, s. 4]

69.—A person who proposes to acquire the fee simple in land under this Part (other than *section 73*) shall serve a notice in the prescribed form upon each of the following persons who can be found and ascertained, that is to say, every person who has a superior estate or interest in the land or an incumbrance thereon. 25

Conveyance of fee simple.

[New in pt. cf. 1967, s. 6 (1)]

70.—(1) Where a notice under *section 69* is served by a person who is entitled to acquire the fee simple in land under this Part, the person by whom it is served and every person upon whom it is served shall, without unreasonable delay, take all necessary steps to effect a conveyance free from incumbrances of the fee simple and any intermediate interests in the land to the person proposing to acquire the fee simple and every person upon whom the notice is served shall be bound to convey or join in the conveyance according to his estate or interest. 30

(2) A person who is bound to convey or to join in the conveyance of a fee simple shall be entitled to obtain for the purposes of the conveyance an apportionment under *Part VII* of any rent payable by him. 40

Liability for costs in relation to acquisition of fee simple.

[1967, s. 9]

71.—A person (in this section referred to as the applicant) who proposes to acquire the fee simple in land under this Part shall be liable for the payment of the reasonable costs and expenses actually and necessarily incurred in complying with the provisions of this Act by a person upon whom the notice under *section 69* has been served but if the applicant serves a notice under *section 72* on that person he shall not be liable for the payment of any such costs or expenses incurred by that person after the service of the latter notice. 45

Power to discontinue acquisition of fee simple.

[1967, s. 10]

72.—Where a person serves a notice under *section 69* he may, at any time before the conveyance of the fee simple, discontinue the acquisition of the fee simple by serving a notice in the prescribed form upon each person upon whom the notice under *section 69* was served stating that he is withdrawing the notice under that section and does not intend to acquire the fee simple in the land. 55

Statutory vesting of fee simple.

[New]

73.—(1) A person (in this section referred to as "the applicant") claiming to be entitled to acquire the fee simple in land under this Part may apply to the county registrar to have it vested in him under this section and shall serve notice of his application upon the 60 immediate lessor in such manner as may be prescribed.

(2) Where the county registrar as arbitrator decides that the applicant is entitled to acquire the fee simple he shall determine the purchase price under *section 75*.

(3) Upon lodgment in court by the applicant of the purchase price as determined by the arbitrator or by the Court upon appeal and upon payment of such costs of the arbitration (including costs of appeal) and such expenses in connection therewith as may be directed to be paid by him, the arbitrator, on being satisfied that rent for the land has been paid up to date, shall issue a certificate (in this section referred to as a "vesting certificate") in the prescribed form which shall, subject to *subsection (4)*, operate as a conveyance free from incumbrances of the fee simple and any intermediate interests in the land to the applicant on the date specified in that behalf in the certificate.

(4) The vesting certificate shall be deemed to be a conveyance on sale for the purposes of sections 24 and 25 of the Registration of Title Act, 1964 (which provide for the extension of compulsory registration of ownership) and shall be deemed to be an instrument in the prescribed form for the purposes of section 51 of that Act (which provides for transfer of registered land).

(5) In a case to which *subsection (4)* relates, the arbitrator shall send the vesting certificate and other necessary documents to the registering authority under the Registration of Title Act, 1964, for the purpose of compliance with the provisions of that Act.

(6) Section 72 (1) of the Registration of Title Act, 1964 (which relates to burdens that affect land without registration) shall have effect, in relation to land vested under this section, as if the following paragraph were inserted therein:

"(r) covenants which continue in force by virtue of *section 88 (2) of the Landlord and Tenant Act, 1977*."

(7) The arbitrator shall serve notice of the grant of the vesting certificate on every person who appears to him to have been the owner of any estate, interest or incumbrance extinguished by virtue of *subsection (3)*, so far as it is reasonably practicable to ascertain such persons.

(8) A person who claims to be entitled, as the owner of any estate, interest or incumbrance extinguished by virtue of *subsection (3)*, to payment of the purchase money or any part of it may apply to the arbitrator for an award and the arbitrator shall, after serving reasonable notice of the claim on each of the persons notified under *subsection (7)*, make such award and give such directions as he thinks just for the disbursement and distribution of the purchase money and any interest or dividends thereon.

(9) A person having any estate or interest extinguished by virtue of *subsection (3)* shall be entitled to obtain an apportionment under *Part VII* of any rent payable by him.

74.—A person who is entitled to acquire under this Part the fee simple in land held by him under a lease or tenancy shall be entitled to have the rent payable by him in respect of the land and any other land held under the same lease or tenancy apportioned under *Part VII* between the land, the fee simple in which he is acquiring, and the other land.

Apportionment of rent where fee simple of part of land is acquired. [1967, s. 5 (3)]

75.—(1) This section applies to the determination by the arbitrator of the purchase price of the fee simple or any other interest.

Determination of purchase price by arbitration.

(2) The purchase price shall, subject to *subsections (3), (4) and (6)*, be the sum which, in the opinion of the arbitrator, a willing purchaser would give and a willing vendor would accept for the fee simple or other interest having had regard to—

[New in pt. cf. 1967, s. 18]

(a) the rent payable for the land by the person acquiring the fee simple,

(b) where the land was held by the person acquiring the fee simple under a lease which has expired or is held by him under a lease which will expire less than twenty-five years after the date of the service of the notice under *section 69 or 73*, the rent which, in the opinion of the arbitrator, would be reserved by a reversionary lease of the land granted for a term commencing on the expiration of the first-mentioned lease, 5

(c) the current interest yields on securities of the Government issued for subscription in the State, 10

(d) if the land is used for the purposes of business or exceeds one acre in area and is not used for the purposes of business, the area and nature of the land, its location and user and the state of repair of any buildings or structures thereon, 15

(e) the price paid for the fee simple or any other interest in the land on a sale taking place on or after the 22nd day of May, 1964,

(f) any mortgage or other charge on the interest in the land of any person from whom, mediately or immediately, the person acquiring the fee simple holds the land, 20

(g) the costs and expenses which, in the opinion of the arbitrator, will be incurred by the persons from whom, mediately or immediately, the person acquiring the fee simple holds the land, in investing the purchase money payable in respect of the acquisition of the fee simple, 25

(h) the current price of the immediate lessor's interest in land held under leases or yearly tenancies similar to the lease or yearly tenancy, as the case may be, under which the land is held by the person acquiring the fee simple, and 30

(i) such other matters as are, in the opinion of the arbitrator, relevant to the determination of the purchase price.

(3) If the land—

(a) is not used for the purposes of business,

(b) is held by the person acquiring the fee simple under a yearly tenancy, under a yearly tenancy that is a statutory tenancy implied by holding over property controlled by the Rent Restrictions Acts on the expiration of a lease or under a lease which will not expire within twenty-five years after the date of the service of the notice under *section 69 or 73*, and 35 40

(c) does not exceed one acre in area,

then, subject to the subsequent provisions of this section, the purchase price shall not exceed the amount which if invested, on the terms of issue, in the security of the Government which was issued last before the date of the award for subscription in the State and is redeemable not less than fifteen years after the date of issue, would produce annually in gross interest an amount equal to the amount of the rent payable under the lease or yearly tenancy, as the case may be, during the year immediately preceding the date of the service of the notice under *section 69 or 73*. 45 50

(4) Where the cost of extinguishing a rent or charge out of or on land the fee simple in which is being acquired under this Act is fixed by statute, allowance shall be made for such cost in determining the purchase price of the fee simple under this section. 55

(5) *Subsection (3)* shall not apply in the case of a lease which provides for an increased rent payable at any time within twenty-five years after the date of the service of the notice under *section 69 or 73*.

(6) If the land—

(a) is not used for the purposes of business, 60

(b) is held by the person acquiring the fee simple under a lease that will expire within twenty-five years after the date of the service of the notice under *section 69* or *73*, and

(c) does not exceed one acre in area,

- 5 the purchase price shall not exceed the amount which would be determined under *subsection (3)* if the land were land to which that subsection applied, together with, in respect of each year by which the unexpired term of the lease falls short of twenty-five years, one twenty-fifth of the difference between that price and the price that
10 would be determined on the basis of a current reversionary rent.

(7) The arbitrator shall, if so requested by a party to the arbitration, specify the matters (if any) to which he has had regard under *subsection (2) (i)*.

PART VII

15 APPORTIONMENT OF RENT

76.—(1) Where—

General right to apportionment of rent.

- (a) land comprised in a lease or tenancy to which *Part IV* applies is held by more than one person each of whom holds under a lease or tenancy to which that Part applies, or is
20 an assignee from any such person of part of the land or a successor in title of any such assignee, and

[New in pt. cf. 1967, s. 11]

(b) the rent reserved by the lease or tenancy is being paid to the immediate lessor by one only of those persons,

- that person shall be entitled to have the rent apportioned between the
25 part of the land held by him and the part of the land held by each such other person who is liable for the payment of part of the rent to the person so entitled.

(2) Where under any provision of this Act a person is entitled to have rent apportioned the rent shall be apportioned in accordance
30 with this Part.

(3) Where a rent reserved by a lease or tenancy is apportioned under this Part between different parts of the land—

- (a) any such part shall be subject to the payment to the immediate lessor only of the portion of the rent apportioned in
35 respect thereof and shall not be subject to the payment to any other person of any portion of the rent, and

(b) any such part shall be subject only to the performance and observance of the covenants contained in the lease or tenancy in so far as they are applicable to that part, in
40 the same manner as if that part only were comprised in the lease or tenancy subject to the apportioned rent and subject to the performance and observance of the said covenants.

(4) Where a rent is apportioned under this Part—

- 45 (a) a fine, or payment in the nature of a fine, shall not be charged or payable for or in respect of the apportionment;

(b) the total of the rents payable as a result of the apportionment shall not exceed the amount of the rent together with the estimated additional cost (if any) attributable to the apportionment, of collecting the apportioned rents;
50

(c) the estimated additional cost (if any), attributable to the apportionment, of collecting the apportioned rents shall be determined at the time of the apportionment and shall be included in the apportioned rent payable by the person by whom the notice under *section 77* was served.

5

Notice of intention to have rent apportioned.

[1967, s. 12]

77.—A person who proposes to have a rent apportioned under this Part shall serve a notice in the prescribed form upon each of the following persons who can be found and ascertained, that is to say, the person to whom the rent is payable and, in a case to which *section 76 (1)* applies, upon every other person referred to in that subsection.

10

Carrying out of apportionment.

[1967, s. 13]

78.—Where notices are served under *section 77*, the person by whom they are served and the persons upon whom they are served shall, without unreasonable delay, take all necessary steps to effect an apportionment of the rent to which the notices relate.

15

Liability for costs in relation to apportionment of rent.

[1967, s. 15]

79.—A person (in this section referred to as the applicant) who proposes to have a rent apportioned under this Part shall be liable for the payment of the reasonable costs and expenses actually and necessarily incurred in complying with the provisions of this Act by a person upon whom the notice under *section 77* has been served, but if the applicant serves a notice under *section 80* on that person he shall not be liable for the payment of any such costs or expenses incurred by that person after the service of the latter notice.

20

Power to discontinue apportionment of rent.

[1967, s. 16]

80.—Where a person serves a notice under *section 77* he may, at any time before the apportionment of the rent, discontinue the apportionment by serving a notice in the prescribed form upon each person upon whom the notice under the said *section 77* was served stating that he is withdrawing the notice under that section and does not intend to have the rent apportioned.

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PART VIII

30

COVENANTS IN LEASES

Tenements

Damages for breach of covenants to repair.

[1931, s. 55]

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

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

40

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

45

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

50

- (b) that, having regard to the age, condition, character and situation of the tenement, its repair in accordance with the covenant would involve expenditure which is excessive in proportion to the value of the tenement, or
- 5 (c) that, having regard to the character and situation of the tenement, the tenement could not when so repaired be profitably used or could not be profitably used unless it is re-built, re-constructed or structurally altered to a substantial extent.
- 10 82.—(1) A covenant in a lease (whether made before or after the commencement of this Act) absolutely prohibiting or restricting the alienation of the tenement, either generally or in any particular manner, shall have effect as if it were a covenant prohibiting or restricting such alienation without the licence or consent of the lessor. Covenants against alienation. [1931, s. 56]
- 15 (2) In every lease (whether made before or after the commencement of this Act) in which there is contained or in which there is implied by virtue of the British Statute passed on the 5th day of May, 1826, and entitled "An Act to amend the Law of Ireland respecting the Assignment and Sub-letting of Lands and Tenements" or by
- 20 virtue of *subsection (1)* a covenant prohibiting or restricting the alienation, either generally or in any particular manner, of the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be subject—
- 25 (a) to a proviso that the licence or consent shall not be unreasonably withheld, but this proviso shall not preclude the lessor from requiring payment of a reasonable sum in respect of legal or other expenses incurred by him in connection with the licence or consent, and
- 30 (b) where the lease is made for a term of more than forty years and is made in consideration wholly or partially of the erection or substantial addition to or improvement or alteration of buildings, to a proviso to the effect that, in the case of any alienation of the tenement in contravention of the covenant effected more than seven years before
- 35 the end of the term, no such licence or consent shall be required if notice in writing of the transaction is given to the lessor within one month after the transaction is effected, and
- 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 the transfer or increase shall be reimbursed by the lessee to the lessor as and when so incurred and shall be recoverable from the lessee as rent under the lease.
- 45 83.—(1) A covenant in a lease (whether made before or after the commencement of this Act) absolutely prohibiting the alteration of the user of the tenement shall have effect as if it were a covenant prohibiting such alteration without the licence or consent of the lessor. Covenants restrictive of user. [1931, s. 57; 1967, s. 27]
- 50 (2) In every lease (whether made before or after the commencement of this Act) of a tenement in which there is contained a covenant prohibiting either expressly or by virtue of *subsection (1)* the alteration of the user of the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be subject—

(a) to a proviso to the effect that the licence or consent shall not be unreasonably withheld, but this proviso shall not preclude the lessor from requiring payment of a reasonable sum in respect of legal or other expenses incurred by him in connection with the licence or consent, and 5

(b) unless the alteration involves the erection, provision or reconstruction (otherwise than as an improvement within the meaning of *section 37 (2)*) of any building or structure, to a proviso that no fine or sum of money in the nature of a fine (other than any sum authorised by this section) 10 nor any increase of rent shall be payable for or in respect of the licence or consent, and

(c) if the alteration would cause a transfer or increase of any rates, taxes or other burden to or of the lessor, to a proviso that all expenditure incurred by the lessor by reason 15 of the transfer or increase shall be reimbursed by the lessee to the lessor as and when so incurred and shall be recoverable from the lessee by the lessor as rent under the lease.

Covenants against making improvements.

[1931, s. 58;
1967, s. 28]

84.—(1) A covenant in a lease (whether made before or after the commencement of this Act) of a tenement absolutely prohibiting the 20 making of any improvement within the meaning of *section 37 (2)*) on the tenement shall have effect as if it were a covenant prohibiting the making of the improvement without the licence or consent of the lessor.

(2) In every lease (whether made before or after the commencement 25 of this Act) of a tenement in which there is contained a covenant prohibiting, either expressly or by virtue of *subsection (1)*, the making of any improvement within the meaning of *section 37 (2)* on the tenement without the licence or consent of the lessor, the covenant shall, notwithstanding any express provision to the contrary, be 30 subject—

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

(b) to a proviso that no fine or sum of money in the nature of a fine (other than a reasonable sum in respect of legal or 35 other expenses incurred by him in connection with the licence or consent) nor any increase of rent shall be payable for or in respect of the licence or consent.

Consent of lessor who cannot be found.

[1931, s. 59]

85.—Where—

(a) a lease (whether made before or after the commencement of 40 this Act) of a tenement contains a covenant prohibiting or restricting the doing by the lessee of any particular thing without the licence or consent of the lessor, and

(b) the rent reserved by the lease has not been paid for five or 45 more years, and

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

the arbitrator may, on the application of the lessee and after the publication of such (if any) advertisements as the arbitrator directs, authorise the lessee, subject to such (if any) conditions as the 50 arbitrator thinks fit to impose, to do the particular thing so prohibited or restricted and thereupon it shall be lawful for the lessee to do such particular thing without the licence or consent of the lessor, in accordance with the conditions (if any) so imposed.

Leases Generally

86.—(1) Where a lessee under a lease to which *Part IV* applies proposes to do anything—

Relaxation of certain restrictive covenants.

(a) which is development and in respect of which planning permission has been granted, or [1967, s. 29]

(b) which is exempted development for the purposes of the Local Government (Planning and Development) Act, 1963, or

(c) in respect of which consultation is required by section 84 of that Act and has taken place to the extent required by the section,

and which if done would, apart from this section, be a breach of any covenant in the lease prohibiting the alteration of the user of the land or the making of an improvement (within the meaning of section 37 (2)) thereon, the covenant shall not, in so far as it prohibits the alteration or the making of the improvement, apply in relation to that thing.

(2) *Subsection (1)* does not apply in relation to a covenant—

(a) to which section 88 (2) applies, or

(b) which is contained in a lease made by a harbour authority, within the meaning of the Harbours Act, 1946, as lessor, whether before or after the commencement of this Act, or

(c) which has the effect of prohibiting the erection, provision or reconstruction (not being an improvement within the meaning of section 37 (2)) of any building or structure, in so far as the covenant has such effect, or

(d) prohibiting any alteration of the user of the land demised by the lease which would impose a liability or an increased liability on the lessor for the payment of rates and taxes, in so far as the covenant prohibits such alteration.

87.—Where a lessee under a lease to which *Part IV* applies is, by virtue of a covenant (whether contained in the lease or in an ancillary or collateral agreement, not being a mortgage) required to effect a contract of insurance in relation to any buildings on the land demised by the lease with a specified insurer or an insurer selected or approved of either by the lessor under the lease or another person or through a specified agent, or an agent selected or approved of either by the said lessor or another person, the covenant shall have effect as if it required the lessee to effect the contract of insurance, either directly or through any agent, with any insurer who is for the time being the holder of an assurance licence granted under the Insurance Act, 1936.

Variation of certain covenants to insure with particular insurer.

[1967, s. 30]

88.—(1) Where the fee simple in land is acquired, whether under this Act or otherwise, all covenants subject to which the grantee held the land, other than a covenant specified in *subsection (2)*, shall thereupon cease to have effect and no new covenant shall be created in the conveyance of the fee simple.

Effect of acquisition of fee simple on covenants.

[New in pt. cf. 1967, s. 31]

(2) In the case of a covenant—

(a) which protects or enhances the amenities of any land occupied by the immediate lessor of the grantee, or

(b) which relates to the performance of a duty imposed by statute on any such person, or

- (c) which relates to a right of way over the acquired land or a right of drainage or other right necessary to secure or assist the development of other land,

the covenant shall, notwithstanding anything contained in this Act, continue in full force and effect and shall be enforceable as follows: 5

- (i) in the case of a covenant which does not relate to a right of way, right of drainage or other right aforesaid, by any such person or his personal representatives or successors in title, as if the acquisition had not occurred, and 10

- (ii) in the case of a covenant which does so relate, by any person aggrieved by breach of the covenant. 10

(3) In any case where the fee simple in land was acquired since the commencement of the Act of 1967, any covenant subject to which the grantee held the land, other than a covenant specified in subsection (2), shall be deemed to have ceased to have effect at the date of the acquisition. 15

PART IX

COMPENSATION

Compensation for Improvements 20

“Improvement”.
[1931, s. 2 in pt.]

89.—For the purposes of sections 90 to 101, “improvement” in relation to a tenement means any addition to or alteration of the buildings comprised in the tenement and includes any structure erected on the tenement which is ancillary or subsidiary to those buildings and also includes the installation in the tenement of conduits for the supply of water, gas or electricity but does not include work consisting only of repairing, painting and decorating, or any of them. 25

Compensation for improvements.

[1931, ss. 10, 36 (1)]

90.—(1) (a) Subject to the provisions of this Act, where a tenant quits a tenement because of the termination of his tenancy, he shall be entitled to be paid by the landlord compensation (in this Act referred to as compensation for improvements) in accordance with this Act for every improvement made on the tenement by the tenant or any of his predecessors in title (whether before or after the commencement of this Act) which, at the termination of the tenancy, adds to the letting value and is suitable to the character of the tenement. 30 35

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

- (i) the tenant has terminated the tenancy by notice of surrender or otherwise, or 40

- (ii) the tenancy is terminated because of non-payment of rent, whether the proceedings are framed as an ejectment for non-payment of rent, an ejectment for overholding or an ejectment on the title based on a forfeiture. 45

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

(2) Subject to the provisions of this Act, where a landlord holds a tenement under a lease or other contract of tenancy, he shall be entitled, on giving up possession of the tenement because of the expiration of the lease or tenancy, to be paid by his immediate superior landlord compensation (in this Act included in the expression compensation for improvements) for every improvement which was made (whether before or after the commencement of this Act) on the tenement by a tenant thereof and in respect of which the landlord or any of his predecessors in title has given consideration whether by reduction of rent, by payment of compensation under 50 55

the Town Tenants (Ireland) Act, 1906, by payment of compensation under section 10 of the Act of 1931, by payment of compensation for improvements under this Act, or in any other way.

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

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

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

10 whichever is the later.

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

Measure of compensation for improvements.

[1931, s. 11]

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

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

35 (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 arbitrator having regard to the probable duration of such addition, the probable life of the improvements and all other relevant circumstances but shall not in any case exceed fifteen times the annual amount of the addition.

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

Improvement notice.

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

(a) if the improvement is development for which planning permission is required—

(i) a copy of the permission, and

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

(b) if the improvement does not require planning permission—

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

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

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

- (a) a notice (in this Act referred to as an improvement consent) in the prescribed form consenting to the making of the improvement, 5
- (b) a notice (in this Act referred to as an improvement undertaking) in the prescribed form undertaking to execute the improvement in consideration of either (as the landlord states in the notice) a specified increase of rent or an increase of rent to be fixed by the arbitrator, 10
- (c) subject to subsection (3), a notice (in this Act referred to as an improvement objection) in the prescribed form objecting to the improvement on grounds specified in the notice. 15

(3) Where the improvement is development for which planning permission is either not required or is required and has been granted, an improvement objection may be served only where the grounds of the objection are— 15

- (a) that the tenant holds the tenement otherwise than under a lease for a term of which at least five years are unexpired at the time when the improvement notice is served, and 20
- (b) that either—
 - (i) the landlord intends or has agreed to pull down and rebuild or to reconstruct the buildings or any part of the buildings included in the tenement, or 25
 - (ii) the landlord requires vacant possession for the purpose of carrying out a scheme of development of property which includes the tenement. 30

(4) Where an improvement notice is served in a case in which the landlord holds the tenement— 30

- (a) under a lease for a life or lives in being (either without a term of years or with a concurrent term of which less than twenty-five years are unexpired), or
- (b) under a lease for a term of which less than twenty-five years are unexpired at the date of the service of such notice, or 35
- (c) under a tenancy from year to year or any lesser tenancy,

the landlord shall, within one week, serve the notice or a copy thereof on his immediate superior landlord, endorsed with a statement of the date on which the notice was served on him, and the superior landlord may, within one month after the date of the service of the improvement notice by the tenant on the landlord, serve on the landlord and on the tenant either an improvement consent or an improvement objection. 40

(5) Every superior landlord on whom an improvement notice or a copy thereof is served under this section (including this subsection) and who holds the tenement— 45

- (a) under a lease of which less than twenty-five years are unexpired at the date of such service, or
- (b) under a tenancy from year to year or any lesser tenancy,

shall, within one week, serve the improvement notice or a copy thereof as endorsed under subsection (4) on his next superior landlord, and that superior landlord shall have the like right of serving an improvement consent or an improvement objection as the first-mentioned superior landlord has under this section. 50

93.—(1) Where a sanitary authority serves under the Local Government (Sanitary Services) Acts, 1878 to 1964, or a housing authority serves under the Housing Act, 1966, a notice on the tenant of a tenement requiring him to execute an improvement, the tenant shall, with-

Works required by public authority.

[New in pt. cf. 1931, s. 13]

5 in three days, serve on the landlord a notice in writing (in this Act referred to as a work notice) stating the fact of the service of the notice by that authority and stating the material portions of that notice.

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

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

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

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

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

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

Execution of improvement in absence of objection.

[New in pt. cf. 1931, s. 14]

40 95.—(1) Where an improvement notice is served and, within one month, the landlord serves an improvement undertaking and no superior landlord serves an improvement objection the tenant may, by notice in writing served on the landlord within fourteen days after the service of the undertaking, either accept it or withdraw the improvement notice or, where the undertaking specifies an increase of rent, object to its amount.

Rights of parties on service of improvement undertaking.

[New in pt. cf. 1931, s. 15]

50 (2) Where the tenant does not serve a notice under subsection (1) or accepts under that subsection the improvement undertaking, the landlord shall, as soon as may be, and in any case not later than six months after the expiration of such fourteen days, execute and complete at his own expense and in accordance with the improvement undertaking the improvement mentioned therein and may for that purpose enter on the tenement at all reasonable times and there do all things necessary for or incidental to the execution of the improvement.

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

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

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

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

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

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

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

Rights of parties on service of improvement objection.

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

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

- (a) by notice in writing served on the landlord or on the landlord and the superior landlord (as the case may require) withdraw the improvement notice, or
- (b) apply to the arbitrator under this section.

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

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

(4) The arbitrator shall reject the application if he is satisfied that the tenant holds the tenement otherwise than under a lease for a

term of which at least five years were unexpired at the time when the improvement notice was served and would, on any of the grounds specified in *section 23 (2) (a)*, not be entitled under *Part III* to a new tenancy.

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

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

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

- 15 98.—(1) A tenant shall not be entitled to compensation for improvements in respect of an improvement made before the passing of the Act of 1931 in contravention of the lease or other contract of tenancy under which the tenement was held.

Restrictions on right to compensation for improvements.

[New in pt. cf. 1931, s. 17]

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

- (a) he has been prejudiced by the notice not having been served,
or
(b) the improvement is in contravention of any covenant contained in the contract of tenancy, or
25 (c) the improvement injures the amenity or convenience of the neighbourhood.

- (3) A landlord shall not be entitled to compensation for improvements in respect of an improvement made after the passing of the Act of 1931 (whether before or after the commencement of this Act) in respect of which a notice under *section 12 (1)* of the Act of 1931 or an improvement notice was served unless the notice or a copy thereof was served under *section 12 (3)* of the Act of 1931 or under *section 92 (4)* of this Act or, if no such notice was served, the superior landlord satisfies the arbitrator that—
35

- (a) he has been prejudiced by such service not having been effected, or
40 (b) the improvement is a contravention of any covenant in the contract of tenancy under which the landlord holds the tenement, or
45 (c) the improvement injures the amenity or convenience of the neighbourhood.

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

- (a) a work in relation to which *section 17 (5)* of the Act of 1931 applied, or
50

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

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

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

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

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

Improvement
certificate.

[1931, s. 18]

99.—(1) Where—

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

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

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

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

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

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

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

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

- 100.—(1) A claim for relief limited to a claim for compensation for improvements shall not be maintained unless, within the time limited under section 26 (2), a notice of intention to claim relief in the prescribed form is served on the person against whom the claim is intended to be made.

Claim for improvements.

[1931, ss. 24, 25 in pt.]

(2) Section 27 shall apply accordingly.

- 101.—Compensation for improvements shall be a first charge (in priority to all other mortgages, charges and incumbrances whatsoever) on the interest of the landlord or superior landlord (as the case may be) in the tenement.

Compensation for improvements a first charge.

[1931, s. 36 (4)]

Compensation for Disturbance

- 102.—(1) Where the arbitrator is satisfied—

Compensation where tenant not entitled to new tenancy.

(a) that a tenant would, but for section 23 (2), be entitled to a new tenancy under Part III, and

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

(b) that either—

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

(ii) the tenement is a dwelling to which section 21 applies.

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

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

- (3) In the case of a dwelling to which section 21 applies, the measure of the compensation shall be whichever of the following is the greater, namely, the amount provided for by subsection (2) or such sum as the arbitrator thinks proper to enable the tenant without hardship to secure appropriate alternative accommodation, being not less than three years' rent, including rates, whether or not payable by the tenant.

(4) Compensation shall, subject to section 118, be payable on—

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

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

whichever is the later.

(5) Where compensation awarded under this section is not paid within the time limited by this Act, the tenant shall be entitled, after the expiration of that time and before the payment of the compensation, to renew his application for a new tenancy under *Part III*, and *section 23 (2) (a)* and *23 (3)* shall not apply to that application and the granting of the application shall operate as a discharge of the award of compensation for disturbance. 5

Compensation where lessee not entitled to new lease.

[1958, s. 16 (1)-(4), (6) (7); 1971, s. 4 (3)]

103.—(1) Where the arbitrator is satisfied that a person (in this section referred to as the disentitled person) would, but for *section 45 (2)*, *45 (3)* or *61 (I)*, be entitled to a lease under *Part IV* or *V*, compensation in lieu of the lease shall be paid in accordance with this section. 10

(2) (a) The compensation shall be paid by the successful objector or if there is more than one successful objector by them in such proportions as the arbitrator may determine. 15

(b) The compensation shall be paid to the disentitled person unless, apart from *section 45 (2)* or *45 (3)*, his title to a lease was subject to obtaining the consents required by *section 45 (I)*, in which case it shall be paid to him and the persons whose consents were so required in such proportions as the arbitrator may determine. 20

(3) The measure of compensation under this section shall be the pecuniary loss, damage or expense which will, in the opinion of the arbitrator, be suffered by the disentitled person and by any other person referred to in *subsection (2) (b)* as a direct consequence of the disentitled person having been declared not to be entitled to a lease. 25

(4) The compensation payable to a disentitled person and to any other person referred to in *subsection (2) (b)* shall become due and payable on the occurrence of whichever of the following events is the later, that is to say, the expiration of one month after the amount of the compensation is fixed or the date on which the disentitled person's lease terminates either by effluxion of time or by agreement between the parties to it. 30

(5) Where the compensation awarded under this section is not paid within the time specified in *subsection (4)* or within such extended time as the arbitrator may allow, the following provisions shall have effect: 35

(a) any disentitled person, subject to obtaining the consents required by *section 45*, shall thereupon become entitled to obtain from his immediate lessor a lease under *Part IV* or *V*, as the case may be, of the relevant land, 40

(b) the provisions of *sections 43 (I)*, *45 (2)*, *45 (3)*, *60 (I)* and *61 (I)* shall not apply,

(c) the granting of the lease shall operate as a discharge of the award of compensation, and 45

(d) the arbitrator may make an order for the payment by the successful objector of such other compensation as he considers proper for the pecuniary loss, damage or expense which the disentitled person has suffered as a direct consequence of the declaration of disentitlement to a lease. 50

(6) In this section "successful objector" shall, where the context so admits, be construed as including the personal representatives and successors in title of the objector. 55

Compensation on termination of tenancy in obsolete buildings. [New]

104.—(1) In this section—

"the relevant building" means—

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

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

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

5 (2) Where, in the case of a tenement—

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

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

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

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

the arbitrator may, by order made on the application of the landlord on at least six months' notice in the prescribed form to the tenant, 20 terminate the tenancy if he considers it reasonable to do so:

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

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

(4) Where a tenancy is terminated under this section, the tenant 30 may continue in occupation until the expiration of the period beginning on the day on which the order of the arbitrator is made and ending on the expiration of one year from that day or on the day on which compensation for the termination of the tenancy is paid (whichever is the later) and, so long as he does so, he shall be subject to the 35 terms (including payment of rent) of the tenancy.

(5) Where the arbitrator awards compensation for the termination of a tenancy under this section, the measure of the compensation shall primarily be the pecuniary loss, damage or expense which the tenant sustains or incurs or will sustain or incur by reason of his quitting the 40 tenement and which is the direct consequence of such quitting, but

(a) such amount as the arbitrator considers reasonable shall be added for the pecuniary benefit accruing to the landlord which is referable to his getting possession of the tenement earlier than he was entitled to under the lease or other 45 contract of tenancy, and

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

(6) This section does not apply where the tenant of the tenement 50 is entitled to a reversionary lease of the tenement or would be so entitled but for *section 45*.

Consequential Provisions

105.—(1) Where compensation is payable by one person to another and money is due and owing to him by the latter under or in respect 55 of the latter's lease or other interest in the premises, either person may set off, so far as may be, the one amount against the other.

Set-off of compensation against rent, etc.

[1931, s. 36 (2) (3)]

(2) Where compensation is payable by one person to another and he claims that money is payable to him by the latter under or in respect of the latter's lease or other interest in the premises and the claim or the amount thereof is disputed or the amount of the claim is unliquidated, he may pay the amount of the compensation into Court, and thereupon the Court may, on the application of either party, make such order in relation to the amount paid into Court as justice may require and, in particular, may retain that amount or any part thereof until the validity of the claim or the amount thereof has been determined. 10

Payment of compensation where interest is mortgaged.

[1931, s. 37; 1958, s. 16 (5)]

106.—(1) Where compensation is payable under *section 102, 103 or 104* and the interest in the premises of the person to whom the compensation is payable is subject to a mortgage or charge, the mortgage or charge shall extend and attach to the compensation.

(2) Where a person by whom compensation is payable has actual notice of a mortgage or charge which by virtue of this section or otherwise affects the compensation, he shall either— 15

(a) with the consent of the person to whom the compensation is due, pay the compensation to the owner of the mortgage or charge, or 20

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

(c) where the owner and that person direct that the compensation shall be paid to them in a particular manner, pay it to them in that manner, or 25

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

(3) Where the compensation is paid into Court the Court may, on the application of any person interested, make such order in regard to it as justice may require. 30

Protection of trustees, etc.

[1931, s. 44]

107.—(1) Where a person (in this section referred to as a trustee) is entitled to receive the rents and profits of premises as trustee or in any character otherwise than for his own benefit and money is due by the trustee for compensation or for costs, charges or expenses in relation to a claim for compensation— 35

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

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

(c) if the trustee neglects or fails to pay the money within one month after the person to whom it is due has quitted the premises, that person shall be entitled to obtain from the Court a charge on the premises and all property, real or personal, held by the trustee on the same trusts or in the same character as the premises to the amount of the money or of so much thereof as is then unpaid and of all costs properly incurred by him in obtaining the charge or in raising the amount thereof. 50 55

(2) Any company incorporated by statute and having power to advance money for the improvement of land may take an assignment of any charge made by the Court under this section, and such company may assign any charge so assigned to them to any person or persons whatsoever. 60

PART X

MISCELLANEOUS

108.—(1) In this section “dwelling” does not include a separate and self-contained flat in premises divided into two or more such flats.

Restriction on
right to create
leases of dwellings.
[New]

(2) Subject to *subsection (3)*, a lease of land made after the commencement of this Act shall be void if the lessee would, apart from this section, have the right under *section 66* to enlarge the lease into a fee simple of the whole of the land demised by the lease and the permanent buildings are constructed for use wholly or principally as a dwelling.

(3) *Subsection (2)* shall not apply where the lease is a reversionary lease and the lease from which entitlement to the reversionary lease derives was made before the commencement of this Act, or to any subsequent reversionary lease of the premises entitlement to which derives from a reversionary lease.

(4) The construction or alteration of permanent buildings for use wholly or principally as a dwelling on land which is held under a lease made after the commencement of this Act shall render the lease void if the existence of the buildings, as so constructed or altered, immediately before the making of the lease would have rendered the lease void under *subsection (2)*.

109.—(1) In this section “necessary party” means a person who is required under this Act to convey or join in a conveyance or to grant or join in the grant of a lease or tenancy or to join in the apportionment of a rent and “requirement” refers to anything so required.

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

[1931, s. 27 (e);
1958, s. 24 (3)-(6);
1967, ss. 8, 14]

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

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

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

(5) Where an officer of the Court is appointed under *subsection (3)* or *(4)* to execute or join in the execution of a conveyance on behalf of a necessary party, the arbitrator may order that the purchase money payable to that party in consideration of the conveyance of his interest in the premises be paid into Court before the execution of the conveyance and, upon such payment, any estate, right or interest in or claim against the premises of that party existing at the time of the payment shall stand transferred to and attach to the money and the Court may make such order or give such direction for the disbursement and distribution of the money and any interest or dividends thereon as it thinks proper.

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

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

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(8) A power conferred on an arbitrator by this section shall be exercised in relation to a ward of court only by leave of the court of which he is a ward and the power conferred on the Court by *subsection* (5) shall, in relation to a ward of the High Court, be exercised in accordance with the directions of the High Court.

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Survival of rights
on death.
[New]

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

Lease terminating
by ejectment or
re-entry.

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

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

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

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

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

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

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

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

(3) This section does not apply to a case in which a lease is terminated under a covenant to which *section* 62 (4) applies.

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Costs of leases.
[1967, s. 32]

112.—(1) Notwithstanding any rule of law, a party to a lease shall not be under an obligation to pay the solicitor's costs of the lease of any other party to the lease and so much of any contract made after the commencement of the Act of 1967 as provides for the payment of all or any part of the solicitor's costs of the lease of any party to the lease by any other party thereto shall be void.

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(2) In this section "lease" includes an agreement for a lease or for a tenancy but does not include a mortgage by subdemise.

Void contracts.
[New in pt. cf.
1931, s. 42;
1967, s. 33]

113.—(1) Subject to *subsection* (2), so much of any contract, whether made before or after the commencement of this Act, as provides that any provision of this Act shall not apply in relation to a person or that the application of any such provision shall be varied, modified or restricted in any way in relation to a person shall be void.

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(2) Nothing in this Act shall prevent a person from giving or accepting, for the purpose of the grant of any estate or interest in

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land, or the apportionment of a rent, under this Act, a shorter title to that estate or interest than the title which a purchaser is, in the absence of a special contract, entitled to require under the Vendor and Purchaser Act, 1874.

- 5 **114.**—(1) The powers of granting leases conferred on a tenant for life by section 6 of the Settled Land Act, 1882, shall extend to authorise the grant of any lease which is required to be granted under this Act.

Application of
Settled Land Acts.

[1931, ss. 43, 62;
1958, s. 17]

- (2) Capital money arising under the Settled Land Acts, 1882 to 10 1890, may be applied—

- (a) in payment of any sum payable to a person for compensation or damages awarded under this Act and any related costs, charges and expenses, or
(b) in payment, as for an improvement authorized by the said Acts, of any money expended or costs incurred under this Act in or about the execution of an improvement, or
(c) in payment of any costs, charges and expenses incurred in relation to an application under this Act.

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

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

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

- 30 **115.**—(1) For the purposes of the application to any person of the provisions of this Act relating to the grant to him of any estate or interest in land or the apportionment of a rent payable by him, the existence of a mortgage on the interest of that person shall be disregarded.

Mortgages.

[New in pt. cf.
1958, s. 8;
1967, ss. 6 (2), 24]

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

- (a) a lessee executes a mortgage by subdemise of the whole or part of the land comprised in his lease, retaining a nominal reversion therein, and
(b) the land comprised in the subdemise is sold for the enforcement of the mortgage,

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

- 45 (3) Upon conveyance of the fee simple in land, under this Act or otherwise, to a person whose previous interest in the land was subject to a mortgage or charge (including a mortgage by subdemise) the mortgage or charge shall, if it has not been extinguished, be deemed to be a mortgage or charge on the fee simple in the land.

Notices requiring information.

[1931, s. 40;
1958, s. 13 in pt.;
1967, s. 7]

116.—(1) A person seeking any estate or interest in land under this Act may, in order to secure the joinder of all necessary parties in the grant, serve a notice in the prescribed form upon his immediate lessor requiring information as to the nature and duration of the reversion of the lessor, and the name and address of the person for the time being entitled to the next superior interest (and, in the case of a conveyance of the fee simple, as to the existence, nature and ownership of any incumbrance) and may also serve a similar notice on each other person holding a superior interest. 5

(2) Where a person upon whom a notice is to be served under subsection (1) cannot be found or ascertained, a notice in the prescribed form may be served upon the person receiving the rent for the land requiring the name and address of the person to whom the rent is paid by the person upon whom the notice is served and any other information reasonably necessary for the purpose specified in subsection (1). 10 15

(3) It shall be the duty of a person on whom a notice is served under this section to give or send in writing, within one month of service, such required information as is within his possession or procurement. 20

(4) Where a person has served a notice under this section and the person on whom it is served fails or neglects to provide the information as required by this section, the person who served the notice may apply to the arbitrator who may make such order as justice may require to compel the person on whom the notice was served to provide the information. 25

Rights of entry and inspection.

[1931, s. 41]

117.—Where an improvement notice or a notice of intention to claim relief under *Part III* or *IX* has been served, the landlord and every superior lessor on whom the notice or a copy thereof has been served under this Act, and every person authorised by the landlord or any such superior lessor, shall be entitled to enter at all reasonable times on the premises and there to make such inspection and examination and take such measurements as are necessary or proper for the determination by the landlord or superior lessor (as the case may be) of the course he will adopt in relation to the notice. 30 35

Extension of times limited by this Act.

[1931, s. 45;
1958, s. 13 (4)]

118.—Where a person fails to do any act or thing in the time provided for by or under this Act, the arbitrator may, on such terms as he thinks proper, extend the time where he is satisfied that the failure was occasioned by disability, mistake, absence from the State, inability to obtain requisite information or any other reasonable cause. 40

Set-off against rent for cost of repairs.

[1931, s. 61]

119.—(1) Where a landlord fails or neglects to execute repairs to a tenement which he is bound by covenant or otherwise by law to execute and has been called upon by the tenant to execute, and the tenant executes the repairs at his own expense, the tenant may set off the expenditure against any subsequent gale or gales of rent until it is recouped. 45

(2) Where a set-off is made under this section against the whole or part of a gale of rent, the landlord entitled to receive the rent shall, on receiving evidence of the expenditure of the amount so set off, be bound to give the like receipt for the gale of rent as he would be bound to give if the gale or part of the gale had been paid in money. 50

Service of notices.

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

120.—(1) Service of a notice or other document under this Act may be effected by post and, if so effected, shall be by registered post. 55

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

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

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

15 121.—(1) The arbitrator may, and if so requested by any party concerned shall, cause to be sent to the Commissioner of Valuation a request for a valuation, estimate or statement in respect of any particular matter relevant to an arbitration and may for that purpose adjourn the proceedings.

Valuation by
Commissioner of
Valuation.

[1931, ss. 26 in pt.,
30; 1958, s. 22;
1967, s. 20]

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

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

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

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

35 122.—(1) The inclusion in the certificate signed by or on behalf of the Commissioner of Valuation on an extract from the valuation list issued under section 9 of the Annual Revision of Rateable Property (Ireland) Amendment Act, 1860, of a statement that a valuation shown in the extract is the rateable valuation obtaining on a date specified in the certificate shall for the purposes of this Act be evidence of that fact.

Evidence and
apportionment of
rateable
valuation.

[1958, s. 4 (3) (b) (d);
1967, s. 3 (5)]

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

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

SCHEDULE

ENACTMENTS REPEALED

Number and Year	Short title	Extent of repeal
No. 55 of 1931	Landlord and Tenant Act, 1931.	The whole Act.
No. 2 of 1958	Landlord and Tenant (Reversionary Leases) Act, 1958.	The whole Act.
No. 42 of 1960	Rent Restrictions Act, 1960.	Section 54.
No. 28 of 1963	Local Government (Planning and Development) Act, 1963.	Section 79.
No. 3 of 1967	Landlord and Tenant (Ground Rents) Act, 1967.	The whole Act.
No. 10 of 1967	Rent Restrictions (Amendment) Act, 1967.	Section 13.
No. 30 of 1971	Landlord and Tenant (Amendment) Act, 1971.	The whole Act.

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*An tAire Dlí agus Cirt a tholaic,
17 Eanáir, 1977*

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ARNA FHOILSIÚ AG OIFIG AN tSOLÁTHAIR

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*Presented by the Minister for Justice,
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