

Forms to surrender a tenancy

This pack contains:

Prescribed form of notice to be served as the “14 day health warning”
;

Prescribed form of declaration for surrender of lease;

Statutory declaration for surrender if less than 14
;

For information as to relevance look at www.NetLawman.co.uk/info/regulatory-reform.php

See notes at end of pack for instructions and advice.

Surrender of lease

Important Notice

To: [name and address of tenant]

From: [name and address of landlord]

You are being offered an agreement to surrender your lease. You may now have security of tenure under the terms of the lease. Do not commit yourself to the

Business tenants normally have security of tenure - the right to stay in their

If you commit yourself to the surrender of your lease you will be giving up these important legal rights:

1. You will have no right to stay in the premises
2. Unless the landlord chooses to offer you another lease, you
3. You will be unable to claim compensation for the loss of your business premises unless

It is therefore important to get professional advice - from a qualified surveyor, lawyer or

If you want to ensure that you can stay in the same business premises when the lease ends,

If you receive this notice at least 14 days before committing yourself to the surrender, you will need to sign a simple declaration that you have

But if you do not receive at least 14 days notice, you will need to sign a “statutory” declaration. To do so, you will need to visit an independent solicitor (or someone else empowered to administer oaths).

Unless there is a special reason for committing yourself to the surrender agreement sooner, you may want to ask the landlord to give you at least 14 days to

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Surrender of lease

Landlord and Tenant Act 1954 section 38A

Tenant's declaration

I, [name of tenant]

of [address]

Now declare that:

1. I have a tenancy of premises at:

[Address]

for a [] , :

[date]

2. I propose to enter into an agreement with []

.

3. The landlord has, not less than 14 days before I intend to enter into the agreement, or become contractually bound to ,

(,) (3) 2003 .

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4. I have read the notice referred to in 3

2 .

Declared [date in words]

Signature

To: [name of landlord]

of: [address]

Attach copy of landlord's notice

Landlord and Tenant Act 1954 section 38A

Tenant's statutory declaration

I, [name of tenant]

of [address]

Do solemnly and sincerely declare that:

1. I have a tenancy of premises at:

[Address]

[] , :

[date]

2. []
]

3. , 14
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To: [name of landlord]

of: [address]

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Declared at [town name]

this [date in words]

Signature of tenant

Before me [signature]

/ /

Attach copy of landlord's notice

Explanatory notes

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General comments

1. The declarations have been prepared on the basis that the tenant will himself sign them. The act allows for some other person to sign on behalf of the tenant. The law makers probably assume this person will be a solicitor, but it does not

If some other person signs, then the words will need amendment to provide

2. Except as in 1 above, do
3. Insert lease paragraph at any suitable point in lease, perhaps around any
4. There is no general provision in law that a declaration or statutory

5. The changes introduced by the regulatory reform order do not affect

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6. Landlords should of course make the agreement for a lease or

End of notes