



**CILEX Level 6 Single Subject Certificate/CILEX Level 6 Professional Higher Diploma in Law and Practice/CILEX Level 6 Graduate Fast-Track Diploma**

**Unit 10 – Landlord & Tenant Law**

**Question paper**

**January 2025**

**Time allowed: 3 hours and 15 minutes (includes 15 minutes reading time)**

**Instructions and information**

- It is recommended that you take **fifteen** minutes to read through this question paper before you start answering the questions. However, if you wish to, you may start answering the questions immediately.
- There are **two** sections in this question paper — Section A and Section B. Each section has four questions.
- You must answer **four** of the eight questions — at least **one** question must be from **Section A** and at least **one** question must be from **Section B**.
- This question paper is out of 100 marks.
- The marks for each question are shown — use this as a guide as to how much time to spend on each question.
- Write in full sentences — a yes or no answer will earn no marks.
- Full reasoning must be shown in your answers.
- Statutory authorities, decided cases and examples should be used where appropriate.
- You are allowed to make notes on your scrap paper during the examination.
- A basic calculator is provided should you require the use of one.
- You are **not** allowed access to any statute books.
- You must comply with the CILEX Exam Regulations – Online Exams at Accredited Centres/CILEX Exam Regulations – Online Exams with Remote Invigilation.

***Turn over***

## SECTION A

**Answer at least one question from this section.**

1. Critically evaluate the principal statutory regimes available to tenants who wish to be responsible for the management of flats that they hold under long residential leases.  

**(25 marks)**
  
2. Critically assess the remedies available to a landlord of commercial premises whose tenant is in arrears with payment of the occupational rent.  

**(25 marks)**
  
3. Critically evaluate the adequacy of the protection afforded to tenants by the principles of:
  - (a) quiet enjoyment;  

**(14 marks)**
  - (b) non-derogation from grant.  

**(11 marks)**

**(Total: 25 marks)**
  
4. Critically evaluate the duties owed by a landlord:
  - (a) to lawful visitors and trespassers;  

**(13 marks)**
  - (b) to third parties under the law of nuisance.  

**(12 marks)**

**(Total: 25 marks)**

## SECTION B

Answer at least one question from this section.

### Question 1

Aaron is the owner of a freehold shopping parade on the outskirts of Kempston. The parade is made up of four shops. Each shop is let to a different tenant under a separate lease. The leases were granted at different times but all have a term expiry date of 31 December 2029.

Each lease contains the following covenants:

- “the Tenant must not assign the Premises, nor change the Permitted Use, nor carry out any alterations, without first obtaining the Landlord’s consent”
- “the Landlord must not allow any other shop in the Parade to be used for any trade or business which is similar to the Permitted Use”.

The current businesses in the parade are a butcher’s shop, a takeaway pizza kitchen, a hairdressing salon and a flower shop. In each case, this is the Permitted Use under the relevant lease.

The hairdressing salon and the flower shop are next to one another at one end of the parade. The tenants of these two shops have each been approached by a well-known supermarket retailer which operates a chain of ‘NearYou’ convenience stores. The retailer wishes to take an assignment of the leases relating to these two shops and convert them into a single unit by knocking down the internal dividing wall between them. The retailer and the two tenants have entered into an agreement for the assignment of the two shops to the retailer, conditional on the tenants obtaining landlord’s consent to the assignment, the alterations and the change of use.

The two tenants have now applied to Aaron for his consent. However, he has also received a letter from solicitors acting for the other two tenants on the parade. The letter states that:

- the product range offered by NearYou stores includes (among other things) pre-packed chilled fresh meats, chilled cooked meats and pies, and fresh pizzas for home cooking **[NOTE TO CANDIDATES: you may assume that this is an accurate description of some of the products sold in a NearYou store.];**
- allowing a NearYou store to operate from the proposed new combined unit on the parade will put Aaron in breach of covenant in relation to the other two tenants on the parade; and
- proceedings will be commenced by the other two tenants for a prohibitory injunction and/or damages if Aaron gives his consent to the applications he has received.

Advise Aaron as to whether he may lawfully give his consent to those applications.

**(25 marks)**

**Turn over**

## Question 2

Beatriz recently bought a freehold residential investment property at auction. The auction particulars contained very little detail or documentation in relation to the property other than to state that the current tenant was paying £500 per calendar month and that there were no arrears.

After buying the property, Beatriz arranged a meeting with the current tenant, Connor. Connor told Beatriz that he and his wife had first moved into the property in 1986 on a 12-month fixed-term tenancy and had lived there ever since. He did not have any paperwork relating to his tenancy and could not remember whether any paperwork had actually been given to him. Connor also told Beatriz that his wife had died some years ago and he now lived at the property with his adult son (Dirk).

Beatriz told Connor that she considered the current monthly rent of £500 to be far too low. Beatriz proposed a new rent of £850 per month and wrote out an agreement to that effect on a piece of paper. Connor felt intimidated by Beatriz's attitude and so signed the document.

A couple of days later, Dirk telephoned Beatriz and told her that his father would not be paying the new rent. He told her that the rent had been "fixed by the court" and that his father did not have to pay any more rent than he was already paying.

(a) Advise Beatriz.

**(12 marks)**

Three months later, Beatriz informs you that Connor has died and that Dirk is now living in the property on his own. Beatriz has also informed you that she has received complaints from Dirk's neighbours that he has been having "wild parties" at the property and that the police have had to be called several times to deal with instances of unruly and anti-social behaviour.

(b) Advise Beatriz in the light of these new circumstances.

**(13 marks)**

**Total: 25 marks**

### Question 3

In October 2021, Elliott purchased the freehold site of a disused factory, and began redeveloping the site by demolishing the existing building and creating a new high-tech industrial unit.

FGC plc (FGC), a manufacturer of computer chips for mobile devices, was searching for new premises. In January 2022, FGC and Elliott signed a written agreement for lease under which, following completion of the redevelopment works, FGC would occupy the new high-tech industrial unit from 1 August 2022 for a fixed term of four years at an agreed monthly rent. The terms of the lease under which FGC would occupy the unit were set out in a draft lease which was annexed to the agreement for lease. The agreement for lease provided that the lease would be granted upon FGC taking possession of the unit.

Work on the unit was completed on schedule and FGC went into possession on 1 August 2022 as agreed. However, the lease was not formally signed because both Elliott and the directors of FGC were on holiday. FGC has regularly paid the monthly rent since taking possession.

In May 2023, FGC was the subject of a takeover by Halo Technologies Limited (HTL), which has announced that all FGC's manufacturing operations are to be moved to HTL's factory in Singapore. Last week, Elliott received a letter from FGC stating that the unit was now surplus to its requirements and so was giving one month's notice to quit, following which, any obligations to Elliott in respect of the unit would be at an end.

Advise Elliott whether FGC is entitled to terminate the lease by serving one month's notice to quit.

**(25 marks)**

**Turn over**

#### Question 4

Idella owns two freehold properties:

- a car showroom with a flat above; and
- an adjacent repair workshop.

Idella ran a profitable car dealership from the properties until 2018, when she decided to step away from business for a while and spend some time travelling the world. However, Idella retained ownership of the two properties mentioned above with a view to resuming her business activities should she ever wish to.

In March 2018, Idella leased the car showroom and flat to Jackson for a term of five years. Jackson moved into the flat above the car showroom to be nearer to the business.

The repair workshop was in need of refurbishment so Idella was unable to let it on the open market. Idella's brother, Kyle, who was a motorcycle enthusiast, had a large collection of motorcycle and other machine parts, which he needed to store somewhere. Kyle asked if he could use the workshop while Idella was away. Anxious that the workshop should be put to some good use and should be seen to be occupied (so as to deter vandals), Idella agreed to allow Kyle to use the workshop rent-free until such time as Idella "might want it back". Unbeknown to Idella, Kyle subsequently refurbished the repair workshop and opened a motorcycle repair business.

Idella has now returned to the UK and wishes to re-establish her business. She wants possession of both premises. She has sent a letter to Jackson informing him of her intention to retake possession of the car showroom and flat now that the lease has expired. On a recent visit to the showroom, Idella discovered that Jackson was not currently trading and instead there was a large sign in the showroom window stating "Business closed for two months for refurbishment and re-stocking".

Kyle is still operating his motorcycle repair business from the repair workshop.

Both Jackson and Kyle have told Idella they will not give up possession voluntarily.

Advise Idella whether, and if so on what basis, she might recover possession from them.

**(25 marks)**

**End of the examination**