

## Landlord's consent to assign a lease - reasonable or unreasonable

Leases often contain provisions preventing a tenant from assigning / underletting to another party without first obtaining the Landlord's consent. Whilst this is favourable for a landlord who can still exercise some control over their property, there are statutory provisions contained within the Landlord and Tenant Act 1927 providing that consent should not unreasonably be withheld to give a tenant some comfort and flexibility.

The question as to whether a landlord is being reasonable is subjective and the court will consider the facts of each individual case when determining. Considerations could be the financial status of the assignee / if the landlord intends to sell his freehold interest and to assign would impact value / concerns that an assignee will breach a covenant of the lease etc.

The tenant has further assurances under the Landlord and Tenant Act 1988. In circumstances where a landlord is served with a written request for consent to assign by a tenant, and the landlord withholds consent, they must provide the tenant with a written notice setting out the reasons for doing so.

If a landlord has unreasonably refused consent, a tenant may have a claim against them in contract and / or tort. The remedies available to a tenant if successful are as follows:

- Declaration that consent has been unreasonably withheld by the landlord, and /or
- An injunction requiring consent to be provided, and /or
- A claim for payment of damages.

In some circumstances, a landlord may provide several reasons for refusing consent. Some of which may be unreasonable and simply included to 'bolster' up a refusal. If this is the case, the courts will consider whether the unreasonable reasons 'cancel' the reasonable refusals. This has been addressed in case law on multiple occasions. It has been determined that the relevant question to ask in these circumstances is '*would the landlord still have refused consent on the reasonable grounds, if it had not put forward the unreasonable ground*'.

Our specialist team, Complete Property Solutions, can provide advice to both landlords and tenants navigating requests for consent to assign their lease. If you wish to discuss with us further, please contact the team on 0800 015 0340 or send details to:

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For more information about how we can help you please contact: