

ALIENATION AND CONSENT

by

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1. This year marks the 21st birthday of the Landlord and Tenant Act 1988 which, as we all know, imposes statutory duties on landlords in relation to the giving of consent to the assignment or underletting of premises held on leases containing qualified covenants against alienation. Although the legislation has come of age, it has not reduced the frequency with which issues concerning the reasonableness of a landlord's response to a request for consent come before the Courts. It has been rare for there to be a year since the passing of the 1988 Act in which new cases have not been reported, and although few of these have directly concerned the issue of damages it seems likely that the availability of more effective remedies has contributed to an increased willingness to litigate in this field.

2. A settled approach has now clearly emerged as to the principles which the court will apply and, more recently, to the process which the court will adopt in applying those principles.

How did we get where we are?

3. Formerly, when determining whether or not a landlord's refusal of consent was reasonable, the yardstick normally applied was whether the refusal was based on the character of the proposed assignee or the nature of his or her proposed occupation of the premises. If not, the refusal was said to be unreasonable. A broader test was sometimes resorted to, as exemplified by Lord Denning in Bickel v. Duke of Westminster [1977] QB 517 to the effect that reasonableness should be measured by "all the circumstances of the case". These criteria existed side by side

4. The first major synthesis of the law predated the 1988 Act by two years and was made in International Drilling Fluids v. Louisville Investments [1986] Ch 513. Balcombe LJ derived seven propositions from the case law in the 60 years since section 19(1) of the Landlord and Tenant Act 1927 introduced the statutory proviso that in any qualified covenant against alienation, consent was not to be unreasonably withheld:

- “(1) The purpose of the covenant is to protect the landlord from having his premises used or occupied in an undesirable way or by an undesirable tenant or assignee.*
- (2) As a corollary to (1), a landlord may not refuse consent on grounds that have nothing to do with the relationship of landlord and tenant in regard to the subject matter of the lease.*
- (3) The onus of proving that consent has been unreasonably withheld is on the tenant.*
- (4) The landlord does not have to prove that his reasons for withholding consent were justified as long as they are reasons that might be formed by a reasonable man in the circumstances.*
- (5) It may be reasonable to refuse consent on the grounds of the proposed use of the premises by the assignee even though the proposed use is not forbidden by the lease.*
- (6) While a landlord need only usually consider his own relevant interests, there may be cases where there is such a disproportion between advantage to the landlord and detriment to the tenant that it is unreasonable to refuse consent.*
- (7) Subject to these principles, it is in each case a question of fact whether consent has been unreasonably withheld.”*

5. It is noticeable that the International Drilling Fluids propositions largely concerned issues of principle, focusing on the concept of reasonableness and how it was to be assessed, rather than on the process of giving or refusing consent. That reflected the scope of section 19(1) itself and the omission from it of any procedural content. It also reflected the standard form of qualified covenant, which places no obligation on the landlord to do anything, but makes the consent of the landlord a condition of the tenant’s freedom to assign or underlet.

6. The absence of an evolved procedure for the giving or refusing of consent became a source of abuse, delays and obfuscation which the Landlord and Tenant Act 1988 were intended to address. It has been largely successful

in achieving its objectives. A landlord's procedural obligations are now clear, and effective remedies are now available where those obligations are breached. At the same time the principles to be applied by the Court have been brought into a sharper focus by the House of Lords.

7. That broad approach to the issue of reasonableness advocated by Lord Denning in Bickel v. Duke of Westminster was approved by the House of Lords in 2001 in Ashworth Fraser v. Gloucester City Council [2001] 1 WLR 2180. Although the particular issue in Ashworth Fraser was quite narrow, the decision has brought clarity to the law which had previously been absent. Lord Bingham reduced the seven propositions of Balcombe LJ to three "overriding principles":

"The first, as expressed by Balcombe LJ in International Drilling Fluids Limited v. Louisville Investments (Uxbridge) Limited is that

"A landlord is not entitled to refuse his consent to an assignment on grounds which are nothing whatever to do with the relationship of landlord and tenant in regard to the subject matter of the lease ..."

The same principle was earlier expressed by Sargant LJ in Houlder Bros. & Co. Limited v. Gibbs [1925] Ch 575, 587:

"In a case of this kind the reason must be something affecting the subject matter of the contract which forms the relationship between the landlord and the tenant, and ... it must not be something wholly extraneous and completely disassociated from the subject matter of the contract."

While difficult borderline questions are bound to arise, the principle to be applied is clear.

Secondly, in any case where the requirements of the first principle are met, the question whether the landlord's conduct was reasonable or unreasonable will be one of fact to be decided by the Tribunal of fact. There are many reported cases. In some the landlord's withholding of consent has been held to be reasonable ... in others unreasonable These cases are of illustrative value. But in each the decision rested on the facts of the particular case and care must be taken not to elevate a decision made on the facts of a particular case into a principle of law. The correct approach was very clearly laid down by Lord Denning MR in Bickel v. Duke of Westminster [1977] QB 517, 524.

Thirdly, the landlord's obligation is to show that his conduct was reasonable, not that it was right or justifiable. As Danckwerts LJ held in Pimms Limited v. Tallow Chandlers Company [1964] 2 QB 547, 564: "It is not necessary for the landlords to prove that the conclusions which led to refuse consent were justified, if they were conclusions which might be reached by a reasonable man in the circumstances ...". Subject always to the first principle outlined above, I would respectfully endorse the observation of Viscount Dunedin in Viscount Tredegar v. Harwood [1929] AC 72, 78 that one "should read reasonableness in the general sense ". There are few expressions more routinely used by British lawyers than "reasonable", and the expression should be given a broad, commonsense meaning in this context as in others."

8. Lord Bingham here stripped away layers of exegesis and relegated previous decisions to the status of illustrations. Every case must be considered on the basis of first principles. The first and most important of those principles introduces a threshold requirement: the landlord's reason must not be something wholly extraneous or completely disassociated from the subject matter of the contract itself. Subject to satisfying that threshold condition, the question whether the landlord's reason was a reasonable one is a question of fact to be determined by applying a broad and commonsense meaning to the concept of reasonableness.

The application of the overriding principles

9. By directing the enquiry to a broad consideration of reasonableness, it is likely that the House of Lords has increased the scope for litigation by leaving ample room for the specific circumstances of each transaction to be taken fully into account and by reducing the significance of decisions in other cases. It has also strengthened the position of landlords. The practical reality of managing the landlord and tenant relationship is to be given greater weight than theoretical considerations of legal rights. This is well illustrated by Ashworth Fraser itself, where the House of Lords held that a landlord would generally be justified in taking into account an anticipated breach by the proposed assignee of tenant's covenants in the lease, and was not necessarily to be left to enforce those covenants against the assignee. This reversed what had come to be

treated as a rule of law based on the decision of the Court of Appeal in Killick v. Second Covenant Garden Company [1973] 1 WLR 658.

10. The emphasis on practical reality was particularly heartening for landlords. Faced with a request for consent to an assignment to a prospective tenant whose use of the premises was contrary to a covenant in the lease, Killick had appeared to require the landlord to proceed in a way which no reasonable landlord would wish to adopt. The proposed use of the intending assignee was said to be an irrelevant consideration because the assignment did not change the legal relationship between the landlord and tenant so that the landlord would have exactly the same powers to prevent the breach of covenant by the assignee as it would by the existing tenant. This legalistic approach was roundly rejected in Ashworth Fraser, in particular by Lord Rodger of Earlsferry (at paragraphs [69]-[71]). In deciding whether to withhold consent to an assignment reasonable landlords need not confine their consideration to what will necessarily happen; like everyone else taking an important decision, they are entitled to have regard to what will probably happen. A reasonable landlord could look at the matter more broadly and seek to avoid putting himself in the position where his premises were occupied by a new tenant who intended to challenge the interpretation of the user covenant. The landlord was entitled to avoid the need to enforce the covenant, with all the inconvenience and potential cost involved, by refusing consent to the proposed assignment.

11. Looking back, therefore, on the occasion of the 21st birthday of the Landlord and Tenant Act 1988, it is possible clearly to identify the broad principles which the Court will apply when considering whether a refusal of consent is unreasonable. The question of reasonableness is to be approached broadly, giving proper regard to practicalities, but the inquiry is not to be entirely open ended. As Lord Bingham made clear in the first of his overriding principles in Ashworth Fraser, reasonableness must be judged by reference to the relationship of landlord and tenant in regard to the particular lease between the parties. Factors which are “*wholly extraneous and completely disassociated from the subject matter of the contract*” must be excluded from consideration.

That threshold principle has been referred to by our Chairman and his co-author as “*the principle of no uncovenanted advantage*” in their recent monograph, *Leases: Covenants and Consents* (2008, 2nd edition).

12. The principle that the covenant against alienation may not be used by a landlord to secure an uncovenanted advantage is not new and it featured as the second of Balcombe LJ’s propositions in International Drilling Fluids. Its operation can be illustrated by the decision of Sir Richard Scott V-C in Norwich Union v. Shopmore [1999] 1 WLR 531. A landlord refused to consent to a subletting because it considered that the proposed rent would provide a comparable detriment to future rent levels of its other shops in the vicinity. This was held to be unreasonable because it was an attempt to obtain a “*collateral advantage*” which had nothing whatever to do with the relationship of landlord and tenant in regard to the subject matter of the particular lease. It was made clear, however, that a landlord could reasonably refuse consent if the proposed transaction would result in a diminution in the value of the property itself, since it is the purpose of the covenant to provide protection for the landlord in its capacity as landlord of that property. For example, if the lease in question had been a headlease under which the landlord was entitled to receive a rent based on the passing rents of sub-let units within the building then the landlord would be legitimately concerned to ensure that the rents for a proposed underletting were at an appropriate market level on the relevant review date. That legitimate concern might allow the landlord to object reasonably to the terms of a letting if they included an abnormally lengthy rent free period designed to suppress the rent passing on the headlease rent review.

Norwich Union v Linpac

13. Other recent decisions provide reassurance for landlords. The decision of Lewison J. in Norwich Union Life & Pensions v. Linpac Mouldings [2009] EWHC 1602 concerned a rundown industrial estate in Southend which was let on two leases granted in 1971 for terms of 99 years. In 1986 the leases had been assigned to Linpac which had also been granted a personal right to

determine the leases in 2010. In 2005 Linpac had assigned the leases to Ecomold, which later went into administration, leaving Linpac with a continuing liability for a rent of £600,000 a year until 2070 unless it could exercise the personal break clause. The administrators of Ecomold requested consent to an assignment of the leases back to Linpac but Norwich Union refused and gave as its reason that the assignment would create a risk that Linpac would seek to terminate the leases.

14. One of the issues which Lewison J. had to determine was whether as a matter of construction of the break clause (which it was agreed was personal to Linpac) the right to break was still capable of being exercised. Norwich Union argued that the break clauses had become spent when Linpac assigned to Ecomold, and that they would not be revived if the leases became vested in Linpac again. If Norwich Union was right about that then it would have no reason to be concerned about the assignment. Linpac argued that the break clauses were still exercisable and that the refusal of consent to the assignment was unreasonable.

15. One of the interesting aspects of Lewison J's judgment is that he did not consider that it was necessary to reach a conclusion on the proper construction of the break clause before deciding whether the refusal of consent was reasonable. The first step was to decide why consent had been refused. Norwich Union's decision to refuse consent had been based on advice that the proper construction of the break clause was uncertain. It had reasoned that while the leases were vested in Ecomold there was no chance of the break clauses being exercised. If the leases were assigned to Linpac, it would have a case for arguing that it was entitled to exercise the break clauses. If the break clauses were exercised, Norwich Union would lose a large rental income which it was unlikely to be able to replace. Consequently, it would refuse consent in order to avoid the possibility that Linpac might be right in arguing that it would be entitled to exercise the break clauses.

16. Lewison J. reminded himself of what had been said by Lord Rodger in Ashworth Fraser about the reasonableness of a landlord's desire to avoid risks which might eventuate, and held that *whatever* the true construction of the break clause, Norwich Union's position, in seeking to avoid the risk, was a reasonable one.

RBS v Victoria Street

17. The influence of Ashworth Fraser can also be illustrated by the decision of Morgan J. in Royal Bank of Scotland v. Victoria Street (No.3) Limited [2008] EWHC 3052. Once again issues of practicality and a landlord's desire to avoid risk provided a reasonable basis for a refusal of consent, while the need to approach these cases from first principles rather than by reference to precedent was also apparent. The tenant had sought to answer the landlord's concern about the covenant strength of the proposed assignee by pointing out that it, RBS, would remain liable on the covenants. The tenant's Counsel bravely advanced the submission that the Court was bound by a series of earlier cases to decide that a landlord could not rely on a fear that the covenant strength of a proposed assignee would diminish the value of its reversion, unless it was in a position to call evidence to that effect and unless it proposed to sell its reversion in the near future to realise that value. Morgan J. rejected that contention, saying:

"In my judgment, a landlord can object to the covenant strength of the assignee where the landlord is concerned in a practical way about the payment of rent and the performance and observance of the covenants, even where the landlord has the benefit of the original tenant's covenants. It seems to me that there ought not to be any rule of law on this question, which is essentially a question of fact, where the arguments as to the facts I have already set out point to the conclusion that a reasonable landlord can be concerned about the practical consequences of the tenant in possession not being respectable and responsible."

18. This passage pours cold water on what had at one stage appeared to be a principle of law that the landlord was not entitled to object to a "paper" diminution in the value of its reversion if it had no intention of selling the

reversion. In International Drilling Fluids the trial Judge had held that, although there was credible evidence of diminution in value, there was no prospect of the landlords selling and it was not reasonable to withhold consent on that basis. The Court of Appeal had declined to interfere with that conclusion. The other cases on which the principle was said to be based were British Bakeries Limited v. Michael Testler & Co.Limited [1988] 1 EGLR 64; Ponderosa International Developments Inc v. Pengap Securities Limited[1988] 1 EGLR 66 and NCI Limited v. Riverland Port Folio Limited [2005] 2 EGLR 42.

Landlord Protect v St Anselm

19. The avoidance of an uncovenanted advantage also underlay the decision of the Court of Appeal in Landlord Protect v. St. Anselm Development Co. [2009] EWCA Civ 99. That case concerned the lease of a block of flats which was sold at auction subject to obtaining the consent of the landlord. The proposed assignee, Landlord Protect, was a company formed for the purpose of taking the assignment and had no assets. At the first time of asking Landlord Protect was prepared to offer a guarantee for a period of only 3 years. An initial round of litigation between the proposed assignee and the landlord concerned the landlord's entitlement to reject that limited guarantee. It was held in the County Court (Landlord Protect Limited v. Dolman [2007] 2 EGLR 21) that the landlord was entitled to refuse consent unless the 3 year limit was lifted.

20. Further negotiations ensued in which the landlord sought to insist that the guarantor for the assignee would only be released in the event of a subsequent assignment "*provided that a reasonable alternative security was provided by the assignee*". The assignee refused to enter into a licence on that basis. A second round of litigation then ensued between the vendor/tenant and the purchaser/proposed assignee over whether the proposed assignee was entitled to the return of its deposit. The Court of Appeal held that the deposit should be returned because the landlord's insistence on what was, in effect, a perpetual guarantee was unreasonable. The Court's explanation for this unremarkable proposition is interesting and may be of more general application. As a matter

of contract, a landlord was entitled to the benefit of the covenant of the original tenant throughout the term (this was an “old” lease); by privity of estate the landlord had the benefit of the covenant of any assignee of the term while the term was vested in it. Stanley Burnton LJ considered that it followed from those characteristics of the relationship created by the lease that a landlord could not normally reasonably require a guarantor of the liabilities of an assignee to undertake a liability extending beyond the period during which the term was vested in the assignee. Such a requirement would increase or enhance the rights enjoyed by the landlord under the lease and would provide, in effect, an uncovenanted advantage. The Court considered that no further protection was required for the landlord since it retained the right, on the occasion of each assignment, to accept or reject a proposed assignee or to insist on the provision of a guarantee.

21. The Court of Appeal’s decision in Landlord Protect might seem at one level to be the application of a well established principle to a poorly drafted licence to assign, but it may yet be seen to have wider repercussions. As the Court pointed out, the proposed assignee was willing to covenant in the licence that *it* would be liable for the landlord for the performance of the lessee’s covenants throughout the remainder of the term, that is, even after a permitted further assignment. It is the almost invariable practice of landlords to require any assignee to enter into a direct covenant with the landlord to pay the rent and perform the covenants not merely while the lease is vested in the assignee, but during the residue of the term. The current edition of Woodfall doubts whether this practice would survive a serious challenge and refers in support of its doubts to the old case of Waite v. Jennings [1906] 2 KB 11. In that case the proposed assignee had entered into a direct covenant to be responsible for the rent for the remainder of the term and sought unsuccessfully to escape that liability. Vaughan-Williams LJ speculated that “*it may well be that as between the parties to the lease the lessee could have disregarded the absence of a licence if the lessor refused to grant one unless and except upon the condition of a covenant for payment of rent during the term*”.

22. Landlord Protect provides a further strong steer in the same direction. In the view of Stanley Burnton LJ it followed from the basic principles of privity of contract and privity of estate that a *guarantor* could not be required to undertake a liability extending beyond the period while the lease was vested in the assignee. It may be an intermediate step in that reasoning that those same characteristics of the original bargain mean that a landlord should not be able to enhance the rights ordinarily arising under a lease by requiring the assignee to covenant for the duration of the term rather than for the period it vests in assignee. Such a requirement may be an attempt to secure an additional, uncovenanted, advantage which in principle is unreasonable.

How will the Court decide?

23. It is now possible to identify clearly the principles which the Court will apply when considering issues of reasonable withholding of consent, we can now also predict with greater clarity the process which the Court will adopt in these cases. That clarity owes much to the two decisions of the High Court in Royal Bank of Scotland v. Victoria Street (No.3) Limited [2008] EWHC 579 and [2008] EWHC 3052. The case concerned the lease of office premises in London let to RBS on terms which included a qualified alienation covenant that consent was not to be unreasonably withheld “*in the case of respectable and responsible assignee or sub-tenant*”. RBS applied for consent to assign to a newly incorporated company but was refused on the basis that the proposed assignee was not “respectable and responsible”. The case is of interest for a number of reasons. On an earlier application for summary judgment Lewison J. held that the qualification that consent could not be unreasonably withheld in the case of a respectable and responsible assignee was overridden by section 19(1)(a) of the Landlord and Tenant Act 1927 as a provision contrary to the simple statutory proviso that consent was not to be unreasonably withheld. At trial, Morgan J. held that a landlord was entitled to object to the covenant strength of the proposed assignee for practical reasons, whether or not it had the benefit of a strong covenant from the original tenant.

24. Also of interest is the systematic approach taken by both Judges which was really a consequence of the obligations imposed by the Landlord and Tenant Act 1988. Morgan J. approached the issues in the following way:

- First to consider what were the landlord's reasons which led to the refusal.
- Secondly, were those reasons such that the landlord acted reasonably or unreasonably in withholding consent.
- Third, if the landlord acted reasonably, it was then necessary to consider whether the reasons stated by the landlord in refusing consent were essentially the same as the reasons which had led to the refusal.
- Fourth, if it was concluded that the landlord had acted reasonably in relation to its actual reasons for refusal, and if those reasons were the same as the reasons stated in the letter of refusal, then it would follow that the landlord could rely on the reasons and would have demonstrated that it had acted reasonably.

The order in which these issues might be addressed could vary in a particular case, but it would always be necessary to consider what the landlord's true reason for refusing consent was.

25. A similar approach was taken by Lewison J. in Norwich Union Life & Pensions v. Linpac Mouldings [2009] EWHC 1602.

26. First it was necessary to identify the reason for Norwich Union's refusal of consent to the proposed assignment. That required a consideration of the internal decision making process which had preceded the letter of refusal. That consideration was made easier because privilege had been waived over the communications between Norwich Union's in-house lawyer and its decision makers. Interestingly, although Norwich Union took Counsel's advice and based its decision on that advice, Lewison J. held in the course of the trial that Norwich Union was entitled to maintain privilege in relation to that core legal advice from Counsel. Having heard oral evidence from the decision maker Lewison J. then formed a conclusion on what had been Norwich Union's reason for refusing consent.

27. The second stage was to determine whether that reason was the same reason as had been given to the applicant in the letter of refusal. The reason given was that “*the assignment would create a risk that Linpac would seek to terminate the leases to the landlord’s disadvantage*”. It was legitimate for Norwich Union to explain that reason, without departing from it. In Ashworth Fraser Lord Rodger had deprecated the suggestion that the evidence or argument which could be deployed by a landlord in seeking to show that it had behaved reasonably should be closely restricted by reference to the contents of its letter of refusal. Section 1(6)(c) of the 1988 Act, imposing the obligation to state the landlord’s reasons, contained no such restriction. It cannot have been the intention of Parliament that communications containing the landlord’s reasons for withholding consent should become a battleground for litigation and it was legitimate for a landlord having stated its reasons succinctly to be entitled to explain them without relying on other grounds.

28. It was only after considering the landlord’s reason and whether that reason had been communicated to the tenant in the letter of refusal that Lewison J. turned to the question whether the reason was a reasonable one. As I have already indicated, he concluded that it was entirely reasonable for a landlord to seek to avoid the risk that a long lease of redundant premises should return to the hands of a former tenant who might be entitled to exercise a personal break clause. Having decided that the desire to avoid the risk was reasonable Lewison J. went on, for good measure, to construe the break clause and to hold that Linpac would not in fact be entitled to exercise the break clause which had become spent on the occasion of the original assignment by it. Norwich Union had nonetheless reasonably withheld its consent to the assignment even though, ultimately, its fear of Linpac actually being able to exercise the break clause turned out to be unfounded.

29. Applying the same structured reasoning may make it unnecessary to consider the question of reasonableness at all. In some cases it will be enough to identify the landlord’s true reason for refusal and then to determine whether that reason was communicated to the tenant. If, having identified the landlord’s

real reason for refusing consent, the Court concludes that the reason stated in response to the request was different, the Court should decide that the landlord was in breach of its duty under section 3(2)(b) to serve on the tenant written notice of his decision including, if approval is withheld, the reasons for withholding it. That fact in itself may be sufficient to enable the Court to conclude that the tenant is free to assign the lease without further reference to the landlord and is entitled to damages. No separate enquiry into the reasonableness of the landlord's true reason for refusing consent would be necessary since the landlord is restricted by section 1(3)(b) to the reasons put forward in writing within a reasonable time.

30. That is consistent with the reasoning of Neuberger J's decision in Footwear Corporation Limited v. Amplight Properties Limited [1999] 1 WLR 551 and Sir Richard Scott V-C's approach in Norwich Union v Shopmoor [1999] 1 WLR 531 both of which suggest that a breach of statutory duty is equivalent to an unreasonable refusal of consent. A landlord breaches the statutory duty to state its reasons if it fails to state its true reason for refusal. Having breached its duty under the Act, it would be anomalous for the same landlord to be entitled to rely on its unstated reasons as nonetheless making the refusal reasonable. That appears also to have the approach taken by Morgan J. in RBS v. Victoria Street (at paragraph [25]) where he held that it was necessary for the landlord both to have acted reasonably *and* to have stated his reasons before the Court could conclude that the landlord had reasonably withheld consent. This provides further support for the view that a breach of the statutory duty is equivalent to an unreasonable refusal of consent.

31. Finally, on matters of process, the decision of Lewison J. in RBS v. Victoria Street (paragraphs [38]-[40]) dismissed the suggestion that the 1988 Act imposed an obligation on the landlord who has received an application for consent to make enquiries of the tenant, or of the proposed assignee, in order to meet any concerns which it may have. He held that the landlord was entitled to make its decision on the basis of the application as presented by the tenant. There was no duty on the landlord to facilitate the tenant in overcoming reservations which the landlord may have in relation to the capacity of the

tenant to pay the rent and perform the covenants of the lease. The appropriate course for the tenant to take is to provide all of the information which the landlord might require at the stage of making the application. If the application is met by a refusal, the grounds of the refusal will be stated and it will then be open to the tenant to make alternative proposals in order to overcome the landlord's reasons for objection.

32. The moral of that particular tale would seem to be, from the tenant's perspective, to provide as much information as possible and to attempt to anticipate the sorts of objections which the landlord may make. That appears to be the current vogue and it is now not uncommon for applications for consent to go into considerable detail about the proposed assignee and to provide substantial documentary evidence in support of the case for consent. The moral from the landlord's point of view may be that the safest course is to resist the temptation to ask questions or seek clarification concerning the application.

33. It is therefore apparent that the 1988 Act imposes no general duty on a landlord to act reasonably in connection with the tenant's application for consent. The landlord's reason for refusing consent must be reasonable and its response must be given within a reasonable time, but it is not otherwise required to be co-operative, to explain its concerns in advance, or to seek information or reassurance. Some landlords will, as a matter of course, seek to cooperate and to go beyond their specific statutory duties, but for those whose mode of operation is to be as bloody minded as possible, it might be said to remain business as usual.

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2 November 2009