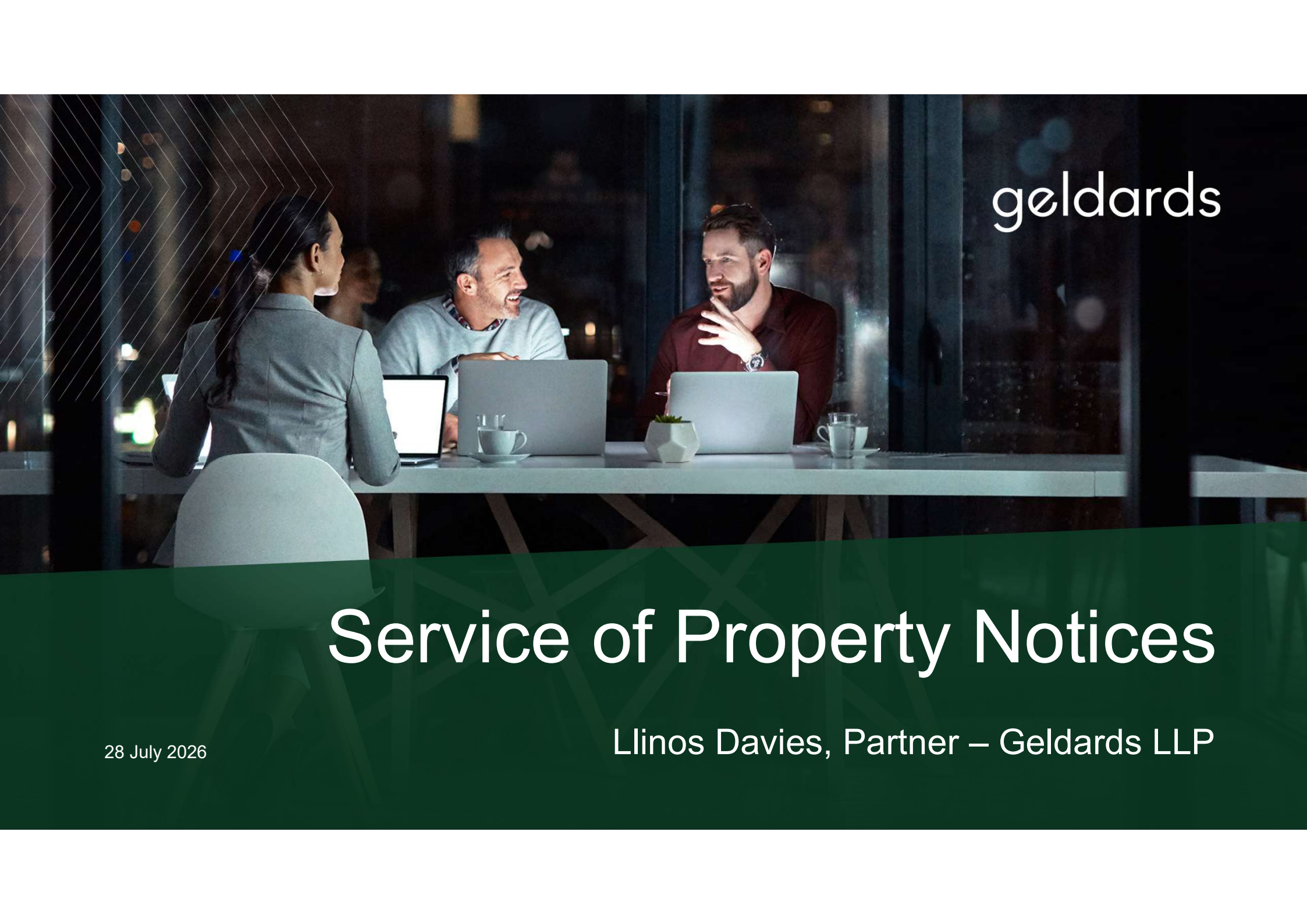


A photograph of three business professionals (two men and one woman) sitting at a long table in a modern office or cafe at night. They are looking at laptops and talking. The background is dark with city lights visible through the windows. The word 'geldards' is written in white lowercase letters in the top right corner.

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Service of Property Notices

28 July 2026

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Session Overview

- Notices served under S.25 and S.26 of the Landlord and Tenant Act 1954
- Notices served under S.27 of the 1954 Act
- Break Notices
- Can you save a defective notice?
- Practical Tips

Lease Renewal Notice— What is it?

Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 - Schedule 2 - Form 2

LT2

**Landlord's Notice Ending a Business Tenancy and
Reasons for Refusing a New One**
Section 25 of the Landlord and Tenant Act 1954

IMPORTANT NOTE FOR THE LANDLORD If you wish to oppose the grant of a new tenancy on any of the grounds in section 30(1) of the Landlord and Tenant Act 1954, complete this form and send it to the tenant. If the tenant may be entitled to acquire the freehold or an extended lease, use form 7 (Laseform LT7) in Schedule 2 to the Landlord and Tenant Act 1954, Part 2 (Notices) Regulations 2004 instead of this form.

(Insert name and address of tenant) To:

(Insert name and address of landlord) From:

(Insert address or description of property)

1. This notice relates to the following property:

(Insert date)

2. I am giving you notice under section 25 of the Landlord and Tenant Act 1954 to end your tenancy on

3. I am opposed to the grant of a new tenancy.

(Insert date(s) of the paragraph(s) relied on)

4. You may ask the court to order the grant of a new tenancy. If you do, I will oppose your application on the ground(s) mentioned in paragraph(s) of section 30(1) of that Act. I draw your attention to the Table in the Notes below, which sets out all the grounds of opposition.

5. If you wish to ask the court for a new tenancy you must do so before the date in paragraph 2 unless, before that date, we agree in writing to a later date.

6. I can ask the court to order the ending of your tenancy without granting you a new tenancy. I may have to pay you compensation if I have relied only on one or more of the grounds mentioned in paragraphs (e), (f) and (g) of section 30(1). If I ask the court to end your tenancy, you can challenge my application.

7. Please send all correspondence about this notice to:

Name:

Address:

Signed: _____ Date: _____

(Initials if applicable) "[Landlord]" "[On behalf of the landlord]" "[Mortgagee]" "[On behalf of the mortgagee]"

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S.25 / S.26 Notice – Potential Pitfalls

1) Inserting an invalid termination date for the tenancy

- Minimum of 6 months notice / maximum of 12 months
- Termination date cannot be earlier than contractual expiry date
- Beware : Periodic Tenancies. May be terminated by serving:
 - a) Notice to Quit AND Section 25 Notice; or
 - b) Rely on single Section 25 Notice satisfying requirements of both the 1954 Act and the requirements of a valid Notice to Quit.

S.25 / s.26 Notice – Potential Pitfalls

2) Serving on the incorrect address or by an incorrect method

See Section 66(3) of the LTA 1954 / Section 23 of the LTA 192

- If served under s.23, the notice will be deemed served when posted (*Beanby Estates Ltd v Egg Stores (Stamford Hill) Ltd [2003]*)
- S.23 → Permissive as opposed to mandatory.
- A notice can be validly served by another method.



S.25 Notice – Potential Pitfalls

3) Hostile Notice?

- Once served a valid s.25 notice cannot be unilaterally withdrawn or amended (*Hutchinson v Lambeth [1984]*)
- If ground of opposition specified, it cannot be changed for an alternative ground/ landlord cannot seek to rely on further grounds of opposition at a later date.
- Tenant can consent to a landlord withdrawing its ground of opposition

S.27 Notice

- What is it?

Notice to terminate a protected (1954 Act tenancy) which can be served by the tenant only.

2 types of notices:

- Notice under s.27(1) of the Landlord and Tenant Act 1954 – A minimum of three months' notice must be given before the contractual expiry date to bring the lease to an end on the contractual expiry date
- Notice under s.27(2) of the Landlord and Tenant Act 1954 – where the tenancy is already continuing, and the tenant wishes to end its occupation

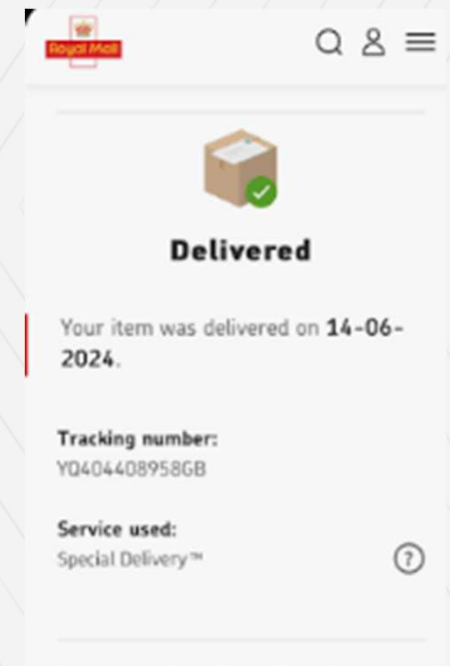
S.27 Notice – Potential Pitfalls

- Failing to provide the requisite 3 months notice period (note that the notice need not expire on a particular day provided 3 months is given)
- Notice being served when the tenant has a periodic tenancy
- Notice being served on the competent landlord as opposed to immediate landlord
- Can be served in response to a s.25 Notice from the landlord but not where the tenant has served a s.26 notice on the landlord requesting a new business tenancy
- Serving on the incorrect address – s.23 of the Landlord and Tenant Act 1927 applies



Break Notice

- Carefully review the wording of the lease – break clauses must be strictly complied with:
 - Notice period?
 - Prescribed form of notice?
- Obtain up to date official copies from the land registry and study any rent demands issued. If in doubt, serve additional without prejudice notices
- Serve by whatever method is prescribed by the Lease – Does the lease set out a mandatory or permissive provision as to service?
ALWAYS obtain proof of delivery
- Pay attention to any break conditions and the timing of compliance.



Saving Defective Notices

- Basic rule – any requirement for the service of contractual or statutory notice must be strictly complied with.
- However to mitigate against potential harshness of this rule, the House of Lords developed the Mannai principle (a reference to the case of *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd* [1997]) which established that in certain circumstances, a defect will not invalidate a notice.
- Mannai principle - Minor defect in a unilateral contractual notice won't invalidate the notice if the reasonable recipient, with knowledge of the factual and contextual background, would not be perplexed by the error.
- Precedent has been further developed in the case law in this area, and also applies to statutory notices (*York v Casey* [1998] and confirmed by Court of Appeal in *Speedwell Estates Ltd v Dalziel* [2001])

Application of Mannai

2 stage approach established in *Trafford Metropolitan Borough Council v Total Fitness UK Ltd* [2002]

Stage 1 : Consider what the notice says on its true construction (the Mannai principle is only relevant to this stage)

Stage 2: Match up the notice against the relevant requirements for that notice to determine whether the notice meets the requirements

Case law examples

- ✓ *Mannai Investment Co Ltd v Eagle Star Life Assurance Co Ltd [1997]* – break notice was out by 1 day. Deemed a valid break notice.

BUT

- ✗ whilst not relevant to the facts of the case, Lord Hoffman noted in his judgement that "*if the [break] clause had said that the notice had to be on blue paper, it would have been no good serving a notice on pink paper, however clear it might have been that the tenant wanted to terminate the lease*".
- ✗ *Barclays Bank plc v Bee [2001]* – 2 contradicting s.25 notices served (one technically valid, one invalid due to failure to comply with statutory requirements). Both deemed invalid as a reasonable recipient would not have known one of the notices was technically invalid, and would be in doubt as to which notice applied.
- ✗ *Claire's Accessories v Kensington High Street [2001]* – Lease specified that notices to be served on the tenant had to be served on its registered office address. Notice served on the premises occupied by the tenant pursuant to the lease was invalid.

Case Law examples (continued)

- ✗ *John Lyon's Free Grammar School v Secchi [2000]* – s.42 Notice of Claim failed to specify that the landlord had a minimum of 2 months to serve its counter notice (a statutory requirement). Notice was invalid.
- ✗ *Sabella v Montgomery [1998]* – If there is a prescribed form of statutory notice and that form is not used, the notice will be invalid (regardless of whether the recipient would have been perplexed by the error).
- ✗ *Lemmerbell Ltd v Britannia LAS Direct Ltd [1999]* – break notice invalid when served by the incorrect party. See also *Procter & Gamble Technical Centres Ltd v Brixton Estates Plc [2002]*

Practical tips

- 1) Obtain up to date official copies of the relevant land registers from HM Land Registry before preparing any notice
- 2) Check any rent demands issued/received for any inconsistencies between the lease, official copies and rent demands
- 3) When serving a break notice, a second pair of eyes can be invaluable.
- 4) If you become aware of an error within a notice that you have served, serve a further without prejudice notice if possible

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Thank You

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