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LexisPSL Property

Our team of highly qualified property lawyers have put together an unbeatable set of materials to guide you through property law and practice.

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Malcolm Dowden, *Solicitor*, Property

Malcolm is a property law specialist with broad experience of commercial and residential transactions, and property dispute resolution.

He is the author of EG Books' Practitioner's Guide to the Land Registration Act 2002 and Climate Change, Law Policy and Practice.



Paul Girvan, *Lawyer*, Property

Paul has experience in urban regeneration and his experience ranges from large scale social housing transfers and refinancing to commercial Brownfield developments and rail infrastructure projects.

What does LexisPSL Property Include?

- 275+ Practice notes
- 50+ Topic overviews
- 90 Precedents

What sources are quoted or referenced?

- All England Official transcripts (Property)
- All England Reporter (Property)
- Atkin's Court Forms
- Butterworths Planning Law Service
- Butterworths Property Law Service
- Civil Court Practice
- Claims to the Possession of Land
- Common Law Series: The Law of Tort
- Encyclopaedia of Forms and Precedents
- Estates Gazette (Reed Business)
- Estates Gazette Law Reports
- Estates Gazette Planning Law Reports
- Garner's Environmental Law
- Halsbury's Laws of England
- Hill and Redman's Law of Landlord and Tenant
- New Law Journal (Butterworths)
- Ross on Commercial Leases
- Selected All England Law Reports (Property)
- Standard Commercial Property Conditions (2nd ed)
- Seargent and Simms on Stamp Duty
- Standard Conditions of Sale (4th ed)
- UK Parliament Acts (Property)
- UK Statutory Instruments (Property)

Current Topics included in LexisPSL Property:

Transferring property

Contracts
Options and pre-emption rights
Transfers and assignments
Title investigation
Trusts of land
Adverse possession
Commonhold

Leasing property

Agreements for lease
Agricultural tenancies
Business tenancies
Residential tenancies
Leasehold enfranchisement
Licences and tenancy at will

Mortgages

Creation and priority
Enforcement

Easements, rights and covenants

Easements
Restrictive covenants
Positive covenants
Profits a prendre
Commons, town and village greens

Property management and disputes

Rent and rent review
Service charge and outgoings
Repairs and alterations
Assignment and underletting
lease variations
Enforcing lease covenants
Terminating leases
Eviction and repossession
Neighbour disputes
Guarantees and rent deposits

Property taxes

Business rates
Stamp duty land tax
VAT

Planning highways and utilities

When planning permission is needed
Obtaining planning permission
Enforcement
Compulsory purchase
Highways and utilities

Environment

Contaminated land
Climate change
Energy
Waste
Water

Insurance

Buildings insurance
Defective title insurance

Regulatory compliance

Health and safety
Discrimination
Building regulations



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Property precedents

Transferring property

Contracts

Contract - freehold vacant possession
Contract - freehold subject to leases
Contract - conditional on planning
Contract - LPA/fixd charge receiver
Contract - Mortgagee
Environmental-sold with information clauses
Notice to complete (standard conditions)
Notice to Complete (lease extension)
Lock-out Agreement
Transfer of a going concern
Agreement for long lease of development land between landowner and developer - conditional on planning - JCT 2005 Design and Build - demise of building/part of building above ordnance datum
Forward sale/purchase agreement, registered and unregistered land, part pre-let, design and build procurement, developer's title not yet registered, with existing planning permission for a retail park, and guarantor provisions
Agreement relating to the termination of tenancies to enable development works to be carried out
Heads of Terms
Common auction conditions (RICS)

Options and pre-emption rights

Option Agreement
Pre-emption agreement/right of first refusal
Lock-out Agreement
Tenant's option to purchase the reversion
Landlord and Tenant Act 1987 offer notice
Landlord and Tenant Act 1987 acceptance notice
Landlord and Tenant Act 1987 offer notice (auction)
Landlord and Tenant Act 1987 offer notice (option)
Landlord and Tenant Act 1987 offer notice (no prior contract)

Transfers and assignments

Transfer of part clauses
LPA receiver transfer clauses
Liquidator transfer clauses
Sub-sale transfer clauses
Sale of a flying freehold clauses
Licence to underlet
Licence to Assign (freeholder)
Licence to Assign (New Tenancy, Letter)
Notice of Assignment
City of London Law Society Short Form Report
City of London Law Society Certificate of Title (6th edition)

Transfer schedule - grant of any planning permission
Transfer schedule - uplift where price per completed dwelling exceeds x pounds per square foot
Transfer schedule - various triggers
Miscellaneous clauses
Schedule - purchase price ascertained on an open market value basis
Schedule - purchase Price adjusted by reference to indexation
Schedule apportioning costs of remediation of contaminated land
Environmental deed of indemnity

Title investigation

Report on Title
Report on lease terms
City of London Law Society Short Form Report
City of London Law Society Certificate of Title (6th edition)
CPSE forms

Trusts of land

Declaration of trust

Commonhold

Commonhold Community Statement
Commonhold Community Statement (Prescribed Form)

Leasing property

Agreements for lease

Agreement for lease conditional on planning
Agreement for lease conditional on superior landlord's consent
Heads of Terms
Landlord's warning notice
Tenant's declaration

Agricultural tenancies

Notice of farm business tenancy
Recital in Lease or Agreement
Notice to determine lease for life on death of tenant
Landlord's notice to break whole of fixed term
Tenant's notice to break whole of fixed term
Landlord's notice to resume possession of part (fixed term)
Tenant's notice to quit part (fixed term)
Landlord's notice to quit annual tenancy
Tenant's notice to quit annual tenancy
Landlord's notice to resume possession of part (annual tenancy)
Landlord's notice to quit monthly tenancy
Tenant's notice to quit monthly tenancy
Statutory review notice



Agreement as to rent
 Original Landlord's notice of severance of reversion
 Tenant's request for consent to improvement
 Landlord's consent to Tenant's improvement
 Landlord's consent to Tenant's application for planning permission and improvement
 Landlord's consent to Tenant's application for planning permission and change of use
 Landlord's consent to Tenant's making application for planning permission for but not implementing a physical improvement
 Tenant's application for consent to implement a planning permission
 Tenant's reference to arbitration on improvements where landlord refused consent
 Tenant's reference to arbitration on improvements where landlord has failed to respond
 Tenant's reference to arbitration on improvements where landlord has imposed unacceptable conditions
 Tenant's notice of intention to claim compensation
 Agreement on entitlement to compensation
 Notice of dispute
 Successor Landlord's notice of change of Landlord
 Notice to terminate fixed term at expiry
 Application to Minister for Approval of Unprotected Tenancy (s 5(2)(b))
 Demand for Written Tenancy (s 6)
 Tenant's Notice of Intention to Remove Fixture (s 10(3)(b))
 Landlord's Reply to Form B3.1
 Demand for Arbitration on Rent (s 12)
 Memorandum Recording Agreed Rent
 Landlord's Notice Requiring Increased Rent After Improvements (s 13)
 Tenant's Demand for Arbitration on Rent After Notice to Quit Part (s 33)
 Tenant's Notice of Game Damage (s 20(2)(a))
 Tenant's Claim for Compensation for Game Damage (s 20(2)(c))
 Tenant's Notice of Intention to Make Short-Term Improvements (s 68(1))
 Notice Requiring Determination of the Question Whether Specified Fixed Equipment is Redundant (SI 1973/No 1473, para 13(1))
 Tenant's Full Notice to Quit (s 25(1))
 Tenant's Short Notice to Quit after Rent Review (s 25(3))
 Landlord's Response to Tenant's Short Notice to Quit (Elsden v Pick)
 Landlord's Full Notice to Quit Without Reasons (s 25(1))
 Tenant's Counternotice to Landlord's Notice to Quit (s 26(1))
 Notice to Quit in the Interests of Good Husbandry (s 27(3)(a))
 Notice to Quit for Sound Estate Management (s 27(3)(b))
 Notice to Quit for Agricultural Research etc (s 27(3)(c))
 Notice to Quit for Allotments (Not Smallholdings) (s 27(3)(d))
 Notice to Quit for Greater Hardship (s 27(3)(e))
 Notice to Quit Whole for Non-Agricultural Use Other Than Case B (s 27(3)(f))
 Full Notice to Quit Whole for Non-Agricultural Use (Sch 3, Case B)
 Short Notice to Quit Part for Non-Agricultural Use Under Provision in Tenancy Agreement (s 25(2)(b) and Sch 3, Case B)
 Notice to Quit Part on One of the Grounds in s 31
 Tenant's Counternotice Enlarging Notice to Quit (s 31(1)(a))
 Variation to Form 12.3 where Reversion Severed (s 31(1)(b))
 Full Notice to Quit Following Certificate of Bad Husbandry (s 3, Case C)
 Short Notice to Quit in Like Circumstances where Tribunal Have Specified A Different Period (s 25(4))
 Notice to Pay Rent (SI 1987/711, Form 1) [This is a Prescribed Form]
 Notice to Quit for Non-Payment of Rent (Sch 3 Case D(a))
 Notice to do Work (SI 1987/711, Form 2) [This is a Prescribed Form]
 Notice to Quit for Not Doing Work (Sch 3, Case D(b))
 Tenant's Reference to Arbitration Under SI 1987/710, Art 3 of Landlord's Notice To Do Work
 Tenant's Counternotice Under SI 1987/710, Art 15(5)
 Notice to Remedy Other Than By Doing Work (SI 1987/711, Form 3) [This is a Prescribed Form]
 Notice to Quit for Remediable Breach Other Than Doing Work (Sch 3, Case D(b))
 Tenant's Counternotice to Landlord's Case D Notice (s 28(2))
 Notice to Quit for Irremediable Breach (Sch 3, Case E)
 Short Notice to Quit to Insolvent Tenant (S 25(2)(a) and Sch 3, Case F)
 Personal Representative's Notice to Landlord of Death of Tenant
 Notice to Quit Following Death of Tenant
 Specimen Composite Notice to Quit on Two Grounds
 Tenant's Notice Referring Notice to Quit under Cases A B D or E to Arbitration (SI 1987/No 710, para 9)
 Notice to Terminate Fixed Term (s 3(1)(a))
 Short Notice to Quit Giving Reasons by Tenant to Subtenant (s 25(2)(c) and SI 1987/710, para 16)
 Short Notice to Quit Without Reasons by Tenant to Subtenant (s 25(2)(c))
 Notice by Landlord Claiming Compensation in General Terms (s 83)
 Notice by Tenant Claiming Compensation in General Terms (s 83)
 Reference to Arbitration for Determination of Tenant's Fraction and/or Standard Quota (Agriculture Act 1986; Sch 1, para 10)
 Notice by Tenant Claiming Compensation for Milk Quota (Agriculture Act 1986, Sch 1, para 11)
 Notice by Tenant Claiming Higher Basic Compensation for Disturbance (s 60(6))
 Notice by Tenant Claiming Compensation for High Farming (s 70(2)(a))
 Notice by Landlord Claiming Compensation for General Deterioration of the Holding (s 72(4))
 Request for the Appointment of an Arbitrator (DRS3)
 Request for the Appointment of an Arbitrator or Independent Expert (DRS4)
 Specimen Statement of Case
 Specimen Statement of Case (Completed): Rent
 Specimen Statement of Case (Completed): Notice Quit Case B
 Specimen Statement of Case (Completed): Notice to do Work Case D
 Notice to Remedy Stage
 Specimen Statement OF Case (Completed: Milk Quota Compensation Claim
 Notice of Arbitration as to Terms of New Tenancy after Death of Tenant (s 48(3))
 Notice of Arbitration as to Terms of New Tenancy after retirement of Tenant (ss 56(3) and 48(3))

Business tenancies

Land Registry prescribed lease clauses
 Lease of whole building (offices)
 Lease of part (offices)
 Lease of part - A3, A5, retail
 Lease of an industrial unit
 Renewal lease by reference
 Section 43(3) tenancy
 Authorised Guarantee Agreement
 Lease - long with or without premium
 Sublease
 Heads of Terms
 Section 25 notice - Landlord agreeing to renewal
 Section 25 notice - Landlord opposing renewal (with grounds)
 Landlord's warning notice
 Tenant's declaration
 Tenant's statutory declaration
 Landlord's warning notice (agreement to surrender)

Tenant's declaration (agreement to surrender)
Tenant's statutory declaration (agreement to surrender)
Report on lease terms
Model leases
Service occupancy
Company letting
Side letter modifying lease terms
Licence to change use (new use class contemplated by lease)
Notice of Assignment
Specimen assignment tests - circumstances
Specimen insurance provisions
Tenant's insurance clauses
Tenant's covenant as to exempt information documents
Tenant's option to renew

Residential tenancies

Assured Shorthold tenancy
Company letting
Service occupancy
Tenancy with Resident Landlord
Tenant's insurance clauses
Lease of flat
Landlord and Tenant Act 1987 - new lease to participators
Sublease Ross

Leasehold enfranchisement

Landlord's s45 counter-notice
Tenant's notice to acquire new lease
Notice to complete - Lease extension
Landlord and Tenant Act 1987 - new lease to participators

Licences and tenancy at will

Licence to occupy (retail)
Car Parking Licence
Service occupancy
Licence for Access - Tenant's Works
Crane Oversailing Licence
Tenancy at will
Licence to occupy

Mortgages

Creation and priority

Agreement for legal mortgage of land
Charge by way of legal mortgage of freehold and leasehold interests by one borrower to one lender: loan of fixed amount to be repaid on fixed date
Charge by way of legal mortgage of freehold interest by one borrower to one lender: loan of fixed amount to be repaid on fixed date
Charge by way of legal mortgage of freehold interest by one borrower to one lender: loan of fixed amount to be repaid by equal instalments
Charge by way of legal mortgage of freehold interest by one borrower to one lender with a surety joining to covenant for payment of principal and interest and also to charge his own property: loan of fixed amount to be repaid on fixed date
Charge by way of legal mortgage of freehold interest by one borrower to one lender with concurrence of a prior lender who postpones his security: loan of fixed amount repayable on fixed date
Charge by way of legal mortgage of leasehold interest by one borrower to one lender: loan of fixed amount to be repaid on fixed date
Charge by way of legal mortgage of part of premises comprised in a lease by one borrower to one lender: loan of fixed amount to be repaid on fixed date

Enforcement

Pre-action protocol

Easements, rights and covenants

Easements

Deed of grant of easements

Restrictive covenants

Deed of covenant

Positive covenants

Deed of covenant (restrictive or positive)

Managing property

Rent and rent review

Rent deposit deed
Rent review memorandum
Rent review clause - hypothetical building
Turnover rent
Indexed rent
Turnover rent provisions

Service charge and outgoings

Service charge provisions - tenant's proportion Ross

Repairs and alterations

Tenant's covenant to repair, rebuild and renew [so that there is always a building fit for immediate letting]
Tenant's covenant to replace fixtures and fittings, including replacements
Proviso to repairing covenant excluding works for which statutory consents cannot be obtained
Proviso to repairing covenant excluding liability to make good fair wear and tear
Repairing covenant limiting the tenant's obligations by reference to uninsurable risks as well as insured risks
Licence for Access - Tenant's Works
Licence for alterations

Assignment and underletting

Licence to Assign (freeholder)
Licence to Assign (New Tenancy, Letter)
Licence to underlet
Notice of Assignment
Heads of Terms
Licence to change use (new use class contemplated by lease)

Lease variations

Side letter to lease
Licence to change use (new use class contemplated by lease)

Enforcing lease covenants

Section 146 notice
Section 146 notice - Leasehold Property (Repairs) Act 1938
Section 17 notice
Section 17 - further notice

Terminating leases

Agreement for surrender
Landlord's notice of agreement for surrender
Tenant's declaration - agreement for surrender
Deed of Surrender
Section 146 notice
Section 146 notice - Leasehold Property (Repairs) Act 1938

Guarantees and rent deposits
Rent Deposit Deed
Authorised Guarantee Agreement
Provision for guarantor's liability to cease after a certain period
Rent deposit deed (trust)

Planning, highways and utilities

When planning permission is needed

Standard planning application
Model s106 clauses

Obtaining planning permission

Model section 106 clauses

Highways and utilities
Model highways agreements

Environment

Contaminated land

Environmental-sold with information clauses

Climate change

Checklist for developers

Additional precedents

Lease of whole
Lease of Whole - Insurance Clauses for Insurance by Landlord
Lease (Short Form)
Licence to Assign (Old Tenancy)
Licence to Assign (New Tenancy)
Licence to Underlet
Lease of a light industrial or warehouse unit forming part of a building on an estate
Lease of a shop, with or without a yard, where the landlord does not own adjoining property
Lease of a shop in a shopping centre
Lease of a suite of offices forming part of a building, with parking bays and additional parking rights
Sublease
Lease by way of renewal or extension of an existing lease, by additional deed or endorsement, at the same or an increased rent
Rent deposit deed - deposit held by tenant and charged to landlord
Rent deposit deed - deposit held by stakeholder and charged to landlord
Proviso to repairing covenant limiting obligations by reference to a schedule of condition
Definition of 'a latent defect' for a lease of a new building
Proviso to repairing covenant excluding liability to remedy latent defects
Landlord's covenant to remedy latent defects
Provision for the landlord to reimburse the tenant the cost of repairs occasioned by latent defects

Prohibition on recovering costs of remedying latent defects
Tenant's right of entry to examine the structure of a building
Landlord's covenant to keep the guarantor informed of the tenant's default
Tenant's covenant to assign to the guarantor if required
Provision for guarantor's liability to cease after a certain period
Provision for the guarantor to be replaced at any time by a party no less substantial
Provision for replacement of guarantor at any time by a party complying with certain criteria
Rent to be increased on review dates by reference to the Index of Retail Prices
Rent linked to turnover
Contaminated land: landlord assumes responsibility for any historic pollution
Effect of counter-inflation provisions
Tenant's option to determine on notice
Landlord's option to determine for purposes of redevelopment
Tenant's option to determine where premises are unfit for use or occupation for any reason not involving default by tenant
Tenant's option to terminate lease after rent review
Clauses prescribed by the Land Registration Rules 2003
List of prescribed clauses for use in any contents list provided at the beginning of the form
Notice that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to apply to a business tenancy: Section 38A(3)(a) notice
Declaration that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to apply to a business tenancy where a Section 38A(3)(a) notice is received by the tenant not less than 14 days before he commits himself to the lease
Statutory declaration that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to apply to a business tenancy where a Section 38A(3)(a) notice is received by the tenant less than 14 days before he commits himself to the lease
Statutory declaration that Sections 24 to 28 of the Landlord and Tenant Act 1954 are not to apply to a business tenancy where a Section 38A(4)(a) notice is received by the tenant less than 14 days before he commits himself to the agreement to surrender the business tenancy
Law Society Business Lease (Part of Building) (Registered) 2008
Law Society Business Lease (Part of Building) (Unregistered) 2008
Law Society Business Lease (Whole of Building) (Registered) 2008
Law Society Business Lease (Whole of Building) (Unregistered) 2008
Charge by way of legal mortgage of freehold and leasehold interests by one borrower to one lender: loan of fixed amount to be repaid on fixed date