

document is used to impose certain conditions on that consent.

Common forms of licence that practitioners encounter include:

1. Licence to Assign
2. Licence to Underlet
3. Licence for Alterations
4. Licence for Change of Use

We will look at each type in turn.

7.1.1 Licence to Assign

We saw in Unit 2 that a lease may contain a qualified covenant which permits the tenant to assign the lease. Learners will recall that there is statutory protection for tenants in that the landlord may not unreasonably refuse consent to assign (s19(1) Landlord and Tenant Act 1927 (L&TA 1927). S 19(1A) of L&TA 1927 permits the parties to agree conditions to an assignment with which the tenant must comply before the landlord gives consent. If those pre-conditions are not met, then the landlord's refusal to grant consent will not be unreasonable. We saw that when deciding whether or not to give consent to an assignment of the lease, the landlord will have particular regard to the expected ability of the party taking the lease to pay the rent. If the landlord is uncertain about that then he may require the incoming tenant to provide a guarantor.

One of the statutory duties imposed on a landlord (under s 1(3) LLTA 1988) is to respond to a tenant's application for licence to assign or underlet within a reasonable time.

What is a reasonable time?

In *NCR Limited v Riverland Portfolio No 1 Ltd* 2004 the court decided that a period of as little as 11 working days was a reasonable time for the landlord to make a decision as to the suitability of the tenant.

Task 4

Research the case mentioned above. It shows that both landlords and their professional advisers must work swiftly if problems are to be avoided.