

Comments:

Q1 Lease/Licence

A strong answer will follow the suggested structure for this topic, explain the law/rules relating to leases (supported by relevant cases or statute) and thoroughly apply the facts of the scenario to demonstrate whether the rules/requirements have been met. The conclusion should provide clear, practical advice to the client (which will link to Q2).

Context

A strong answer will clearly explain importance of lease/licence distinction to our client's situation. You did mention the key differences but could have focused on the points most important to the client – if the agreement is a lease, Pets Bedding (PB) may have security of tenure under LTA 1954 and the lease cannot be terminated without following the proper process. The points about binding third parties were not relevant on our facts.

Test from Street v Mountford

A strong answer will state the requirements, explain what each means using authorities and apply the facts to show if these requirements are met.

What you did discuss was done well. Your discussion of the security service clause, certainty of term and family relations was very good. However, there were other exclusive possession (EP) issues that should have been discussed including the labelling and the sharing clause.

Please see my comments on certainty of term, for example. This was done very well and should be your preferred approach in the exam. Just keep in mind that there are likely to be several issues on something like EP.

Exceptions

Yes, very good analysis of this point. Good explanation, use of F v B and use of our facts to show we do have ICLR here so likely a lease.

Formalities for creating a lease

These were stated correctly but please be sure to apply our facts. The lease states that it takes effect immediately and we have the rent which appears to be market rent. Also there is not mention of a fine or premium so this also appears to be met. If you find yourself saying 'this is met' or 'verified' without citing the relevant facts please consider carefully if we have given you information you could use to support your conclusion.

Conclusion

Please state clearly that there is likely a three year legal lease here. This ties back to the LTA 1954 point. If our client wants to terminate now (or later), forfeiture is the only options.

Q2: Forfeiture

The key requirements were here but please use our facts as much as possible to show if/how these are met. For example, explain the breach, citing the relevant clause. Also, the notice point was not discussed – please include this. Your analysis for Q1 was slightly stronger because you made better use of the facts of the question.

Overall this was a good answer. To get into the distinction band, some discussion of the other EP issues/clauses is needed to round out your answer. However, what you have included has generally been done well. Please continue with this approach for the summative. When issue spotting, it might help to highlight unusual facts from the scenario. For example, the fact that the warehouse was completely full was mentioned. This related to the sharing clause.