



**Isle of Man**

*Ellan Vannin*

**AT 8 of 1954**

# **LANDLORD AND TENANT ACT 1954**





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**Isle of Man***Ellan Vannin*

## LANDLORD AND TENANT ACT 1954

<i>Received Royal Assent:</i>	<i>21 December 1954</i>
<i>Passed:</i>	<i>15 February 1955</i>
<i>Commenced:</i>	<i>15 February 1955</i>

**AN ACT** to clarify and amend the law relating to landlord and tenant.

**GENERAL NOTE:** References to any Division or Jurisdiction of the High Court are to be construed in accordance with the *High Court Act 1991* Sch 4.

### 1 Short title and construction

- (1) This Act may be cited as the Landlord and Tenant Act, 1954.
- (2) This Act shall be construed as one with the *Conveyancing (Leases and Tenancies) Act, 1954*, the *Tenancies (Implied Terms) Act, 1954*, and the *Recovery of Rent Act, 1954*, and such Acts and this Act may be together cited as the Landlord and Tenant Acts, 1954.

### 2 Saving clause

Where any of the provisions of this Act are inconsistent with —

- (a) the *Agricultural Holdings Act 1969*;
- (b) the *Tenancy of Business Premises Act 1971*; or
- (c) the *Agricultural Tenancies Act 2008*,

the provisions of those Acts shall prevail.<sup>1</sup>

### 3 Interpretation

In this Act, unless the context otherwise requires —

“**agent**” means, in reference to a landlord, a person authorised by a landlord to do any act in relation to a tenancy; and, in reference to a tenant, a person authorised by a tenant to do any act in relation to a tenancy;

“**annual tenancy**” means a tenancy from year to year;

“**contract of tenancy**” means a letting, or agreement for letting, of property;

- “**Coroner**” includes lockman and any officer charged with the enforcement of any execution or the execution of any process;
- “**determination of tenancy**” means the cesser of a contract of tenancy by reason of effluxion of time, or from any other cause;
- “**landlord**” means any person who under any contract of tenancy is, as between himself and the tenant for the time being, entitled to the rents and profits of the property payable under the contract of tenancy;
- “**monthly tenancy**” means a tenancy from month to month;
- “**lunar monthly tenancy**” means a tenancy from lunar month to lunar month;
- “**notice to quit**” means a notice given by a landlord to a tenant, or by a tenant to a landlord, to determine a tenancy, and being such a notice as is lawfully required to determine such contract of tenancy;
- “**periodic tenancy**” means an annual tenancy, or a quarterly tenancy, or a monthly tenancy, or a lunar monthly tenancy, or a weekly tenancy;
- “**property**” means land, messuages, tenements and hereditaments, houses and buildings of any tenure, any interest in land, and any easement or right in, to and over land;
- “**quarterly tenancy**” means a tenancy from quarter to quarter;
- “**rent**” means the sum of money or other ascertainable consideration payable by the tenant for the possession of the property under a contract of tenancy;
- “**tenancy for years**” means a tenancy as defined by paragraph (1) of section 4 of this Act;
- “**tenant**” means any person entitled in possession to the property under any contract of tenancy, whether the interest of such tenant was acquired by original contract, assignment, operation of law or otherwise;
- “**weekly tenancy**” means a tenancy from week to week.

*Nature of Tenancies and the Law applicable thereto*

#### 4 Kinds of tenancies

- (1) A tenancy for years is a holding of property under a contract for the exclusive possession thereof for any fixed period of time expiring by effluxion of time.  
  
The expression “**a fixed period of time**” shall mean: (1) more than a year; or (2) a year; or (3) less than a year; or (4) (provided that the intention of the parties to the contract shall be to establish between them the relationship of landlord and tenant) a life or lives or life or lives and more than a year or a year or less than a year.
- (2) A tenancy from year to year, called an annual tenancy, is a holding of property under a contract, express or implied, for the exclusive possession

thereof for a term which may be determined at the end of the first year or any subsequent year of the tenancy either by the landlord or the tenant by a notice to quit.

- (3) A tenancy from quarter to quarter, called a quarterly tenancy, is a holding of property under a contract, express or implied, for the exclusive possession thereof for a term which may be determined at the end of the first quarter or any subsequent quarter of the tenancy either by the landlord or the tenant by a notice to quit.
- (4) A tenancy from calendar month to calendar month, called a monthly tenancy, is a holding of property under a contract, express or implied, for the exclusive possession thereof for a term which may be determined at the end of the first calendar month or any subsequent calendar month of the tenancy either by the landlord or the tenant by a notice to quit.
- (5) A tenancy from lunar month to lunar month, called a lunar monthly tenancy, is a holding of property under a contract, express or implied, for the exclusive possession thereof for a term which may be determined at the end of the first lunar month or any subsequent lunar month of the tenancy either by the landlord or the tenant by a notice to quit.
- (6) A tenancy from week to week, called a weekly tenancy, is a holding of property under a contract, expressed or implied, for the exclusive possession thereof for a term which may be determined at the end of the first week or any subsequent week of the tenancy either by the landlord or the tenant by a notice to quit.
- (7) A tenancy at will is a holding of property under a contract for the exclusive possession thereof, which may be determined at the will of the landlord or the tenant.
- (8) A tenancy on sufferance is a holding of property in exclusive possession by a person who, without the assent or dissent of the person entitled to possession, continues in possession of the same after his right to the possession thereof expires.

## **5 Tenancies and the law applicable thereto**

It is hereby declared that each of the tenancies defined in section 4 of this Act shall, subject to the provisions of the Landlord and Tenant Acts, 1954, have such and the same qualities and incidents as it has had heretofore.

### *Capacity for Letting Property*

## **6 General contract law to govern capacity to enter into tenancies**

Capacity to enter into an agreement for a lease or to enter into any of the tenancies defined in this Act is regulated by the general law concerning capacity to contract or to dispose of and acquire property.

*Provisions relating to Contracts of Tenancy***7 Agreements of tenancy for more than one year to be in writing**

Every contract of tenancy for a term greater than one year shall be in writing, and shall be signed by the parties thereto or by their respective agents thereunto lawfully authorised in writing, and if any such contract of tenancy be not in writing the same shall be deemed to be an annual tenancy.

**8 Annual tenancies**

An annual tenancy shall be deemed to be created by —

- (i) an expression in a contract of tenancy from which the intention of the parties to create an annual tenancy can be gathered;
- (ii) a general demise, not operating as a grant for life, without mention of any term;
- (iii) an occupation, by permission of the owner of the property, under a void lease, followed by the acceptance by such owner of rent:

In every such case, the terms of the void lease, in so far as the landlord had power to enter into them, and in so far as they are not inconsistent with an annual tenancy, shall be binding on the parties;

- (iv) a holding over, accompanied by payment of rent, after the expiry or determination of a previous tenancy, at an annual rent:

In every such case, unless the contrary be proved, the parties shall continue to be bound by such of the terms of the former contract of tenancy as are not inconsistent with an annual tenancy.

**9 Void periodic tenancies**

- (1) A periodic tenancy other than an annual tenancy, a quarterly tenancy, a monthly tenancy, a lunar monthly tenancy or a weekly tenancy shall subject to the provisions of subsection (2) hereof be void.
- (2) Every void periodic tenancy shall take effect in the following manner: —
  - (a) a void periodic tenancy based on a period of less than one week shall have effect for all purposes as a weekly tenancy;
  - (b) a void periodic tenancy based on a period greater than one week but less than one month shall have effect for all purposes as a monthly tenancy;



- (c) a void periodic tenancy based on a period greater than one month but less than one quarter shall have effect for all purposes as a quarterly tenancy;
- (d) a void periodic tenancy based on a period greater than one quarter but less than one year shall have effect for all purposes as an annual tenancy.

## **10 Tenancy deemed annual tenancy unless contrary be proved**

Unless the contrary be proved, a contract of tenancy of any property shall be deemed to be an annual tenancy.

## **11 Authority to doweress, tenant by curtesy, etc, to grant leases**

- (1) Where the person entitled to any land is a minor, he may (by someone as his next friend) apply to the High Court for leave to grant a lease of the property for a term not exceeding twenty-one years, and the Court may authorise the petitioner to grant such lease.<sup>2</sup>
- (2) The court shall not authorise the petitioner to grant the lease unless the court is satisfied that the provisions of the lease are fair and reasonable, and that the best rent that can reasonably be had for the property has been reserved, and that the tenant has entered into such covenants, conditions, provisos and agreements as the court thinks that a lessee of a property ought to enter into.
- (3) Before approving of the lease, the Court shall require notice of the petition to be given to any person or persons interested in the property, or who may be affected by the lease.

## **12 Recovery of deserted property**

[M1908/9]

If any tenant holding any property be in arrear for half a year's rent, and shall desert such property, leaving the same unoccupied, and leaving upon such property insufficient goods to discharge such arrears of rent, the High Court of Justice, Civil Division, Summary Jurisdiction may, upon application of the landlord or his agent, and upon proof by affidavit or otherwise of the above-mentioned facts, issue an order directing the Coroner of the Sheading in which such property may be, to affix upon the principal entrance or some other conspicuous part of such property notice in writing what day (at the distance of not less than fourteen days) he will return to such property, and if, upon such day, the tenant, or his agent, shall not appear and pay the rent in arrear, then the coroner may put the landlord or his agent into possession of such property, and the contract of tenancy as to any demise therein contained, shall from that day become void, and the coroner shall seize and appraise any goods found upon the property, and thereafter proceed in respect of the same as if such goods had been seized under a landlord's arrest.<sup>3</sup>

**13 Service of notice to determine a tenancy**

[M1908/5 (amended)]

A notice to determine a contract of tenancy shall be in writing, and shall be served on a landlord or tenant in one of the following ways —

- (a) personally;
- (b) by leaving the same at his residence, office, or place of business, with (i) his wife, or (ii) his servant, or (iii) any adult person residing with him;
- (c) by leaving the same on the demised premises with (i) his wife, or (ii) his servant, or (iii) any adult person residing with him or employed by him;
- (d) by registered letter addressed to his residence, office, or place of business;
- (e) where his address is unknown and cannot after reasonable enquiry be found, by leaving the same with any person in occupation of the demised premises; or, if such premises be unoccupied, by affixing the same on some conspicuous part of the demised premises;
- (f) if the landlord or tenant be a corporation or limited company, by leaving the same at the office or principal place of business of the corporation or company, within the Isle of Man, or if there be no such office or place of business, (i) by leaving the same with an officer thereof; or (ii) by affixing the same to some conspicuous part of the demised premises.

**14 Custom of holding over abolished**

[M1908/4]

A landlord who has served upon a tenant of an agricultural holding a notice to quit on the 12th November, may sue for possession of such agricultural holding within any time within which he might have sued for possession thereof had such agricultural holding been a dwelling-house, any custom or usage to the contrary notwithstanding.

**15 Resumption of possession for cottages, etc**

[M1912/6]

Where a notice to quit is given by a landlord of a property to a tenant from year to year with a view to the use of the land for any of the following purposes: —

- (i) the erection of farm labourers' cottages or other houses, with or without gardens;
- (ii) the provision of gardens for farms;
- (iii) the provision of allotments for labourers;
- (iv) the planting of trees;

- (v) the opening or working of any coal, ironstone, limestone, brick earth, or other mineral, or of a stone quarry, clay, sand or gravel pit, or the construction of any works or buildings to be used in connection therewith;
- (vi) the making of a watercourse or reservoir;
- (vii) the making of any road, railway, tramroad, siding, canal, or basin, or any wharf, pier or other work connected therewith;

and the notice states that it is given with a view to any such use —

- (a) it shall, by virtue of this Act, be no objection to the notice that it relates to part only of the property; and
- (b) the tenant shall be entitled to a reduction of rent proportionate to the part to which the notice relates, and to compensation for the loss of crops thereon, and in respect of any depreciation of the value to him of the residue of the property caused by the severance, or by the use to be made of the part severed; and any difference as to the amount of such reduction and compensation shall be settled by the High Court of Justice, Civil Division, Summary Jurisdiction, on application made by either the landlord or the tenant.<sup>4</sup>

Provided that the tenant may, at any time within twenty-eight days after the service of the notice to quit serve on the landlord a notice in writing to the effect that he accepts it as a notice to quit the entire property, to take effect at the expiration of the then current year of tenancy; and the notice to quit shall have effect accordingly.

## **16 Power of High Court to postpone enforcement of order of possession**

- (1) Subject to subsection (3) below, the High Court may: —
  - (a) on making an order for the recovery of possession of any property or at any time before the enforcement thereof, postpone the enforcement of the order for such period as it thinks fit; and
  - (b) from time to time and for such period as it thinks fit further postpone the enforcement of an order postponed under paragraph (a) above.
- (2) The High Court may provide that any postponement under subsection (1) above of the enforcement of an order shall be made subject to such terms and conditions as it thinks fit.
- (3) The High Court shall not postpone under subsection (1) above the enforcement of an order for a period which exceeds, or periods which in the aggregate exceed, twelve months from the date of the making of the order.
- (4) [Repealed]<sup>5</sup>

- (5) An application for the postponement under subsection (1) above of the enforcement of an order shall be made in such manner as may be prescribed by rules of court.<sup>6</sup>
- (6) and (7) [Repealed]<sup>7 8</sup>

## **17 Notices**

- (1) Subject to the provisions of section 13 of this Act, any notice, request, demand or other instrument under this Act shall be in writing and may be served upon the person on whom it is to be served either personally, or by leaving it for him at his last known place of abode in the Isle of Man, or by sending it through the post in a registered letter addressed to him at his last known place of abode in the Isle of Man or elsewhere, or, in the case of a local or public authority or a statutory or a public utility company, to the secretary or other public officer at the principal office of such authority or company, and in the case of a notice to a landlord, the person on whom it is to be served shall include any agent of the landlord duly authorised in that behalf.
- (2) Unless and until a tenant of any property shall have received notice that the person theretofore entitled to the rents and profits of the property (hereinafter referred to as “the original landlord”) has ceased to be so entitled, and also notice of the name and address of the person who has become entitled to such rents and profits, any claim, notice, request, demand, or other instrument which the tenant shall serve upon or deliver to the original landlord shall be deemed to have been served upon or delivered to the landlord of such property.

## **18 [Repealed]<sup>9</sup>**

## **19 Commencement**

This Act shall come into operation when the Royal Assent thereto has been announced by the Governor to Tynwald and a certificate thereof has been signed by the Governor and the Speaker of the House of Keys.

## SCHEDULE<sup>10</sup>



## ENDNOTES

### Table of Endnote References

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<sup>1</sup> S 2 substituted by Agricultural Tenancies Act 2008 Sch.

<sup>2</sup> Subs (1) amended by Statute Law Revision Act 1997 Sch 1.

<sup>3</sup> S 12 amended by SD352/09.

<sup>4</sup> Para (b) amended by SD352/09.

<sup>5</sup> Subs (4) repealed by Statute Law Revision Act 1997 Sch 2.

<sup>6</sup> Subs (5) amended by Statute Law Revision Act 1997 Sch 1.

<sup>7</sup> Subss (6) and (7) repealed by Statute Law Revision Act 1997 Sch 2.

<sup>8</sup> S 16 substituted by Landlord and Tenant (Miscellaneous Provisions) Act 1976 s 12.

<sup>9</sup> S 18 repealed by Statute Law Revision Act 1983 Sch 2.

<sup>10</sup> Sch repealed by Statute Law Revision Act 1983 Sch 2.