Falcon Chambers

In this series of articles, we aim to highlight 3 of the most interesting cases in our field decided in the past month. This month: forced entry to residential premises, estoppel and break notices, and agricultural succession.

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Bromford Housing Association Ltd v Lasharna Robinson [2026] EWCC 61

Summary

The County Court granted an injunction requiring a tenant of residential premises to permit entry for an electrical inspection, but refused to order that the landlord could force entry.

The defendant was a tenant of residential premises who had failed to provide access for a 5-yearly electrical safety inspection, notwithstanding numerous demands and attempts to access the premises. The claimant landlord sought an injunction requiring access to be granted, and an order permitting forced entry, under CPR r70.2A ('self-help').

The judge granted the injunction on the basis of clauses in the lease permitting the landlord entry for inspection and also the implied covenant for access for repairs contained in s.11 Landlord and Tenant Act 1985. However, the forced entry was refused, on the basis that the key act is the allowing of access, which cannot be performed by a third party.

Why it's important

This is the latest in a string of decisions at County Court level expressing different views as to whether or not s.702A permits a court to grant forced entry into residential premises (references to the other cases can be found in the judgment). The matter appears ripe for consideration at a higher level.

The court's reliance on s.11 is worthy of note, as this will be an available argument in relation to many residential leases.

Given the alternative bases for the injunction available, the court declined to consider the 'paradoxical effect' of the carve-out contained in the relevant electrical safety regulations which required the inspection, which provides that landlords are not in breach if they have taken all reasonable steps to comply; this might appear to have the effect of precluding reliance on a clause in the lease

permitting access for the landlord to comply with laws. This may arise for consideration in a future case.

Sterling House Limited v International Baccalaureate Organisation (UK) Limited [2026] EWHC 2680 (BP)

Summary

The High Court determined that a break in a lease had taken effect.

The tenant had served notice to exercise a break clause which required the tenant to be paid up to date for the break to take effect. The tenant had queried what sums were owing before handover. Although the rent was payable quarterly in advance, the managing agents produced an invoice which apportioned rent up to the break date, which the tenant then paid. On the Friday before the Monday break date, the landlord demanded insurance rent, which was not paid by the time of the break. The landlord argued that the tenant had failed to operate the break owing to the monies due.

HHJ Jarman KC found that the landlord was estopped from relying on the terms of the lease, and that there had not been a reasonable time given for payment of the insurance rent following the demand, the result being that the break was effective.

Why it's important

Whether or not a break has been successfully operated can be a significant issue for both landlords and tenants alike. This fact-specific decision highlights the importance of checking (well in advance of the crucial date!) what has been communicated and when, and of assuming neither that only payment of apportioned rent will be required, nor that the landlord will always be entitled to rely on the strict terms of the lease.

Executors of Major Michael Thomas Noel Hamilton Wills v David Keith John Holder [2026] UKUT 409 (LC)

Summary

The Upper Tribunal considered an appeal relating to agricultural succession.

The respondent had been born at the farm the subject of the case, and worked there all his life, following in the footsteps of his father. The holding was used primarily for the cultivation of arable crops. The respondent also had other business interests, namely a beef farm and an agricultural contracting operation. The three businesses had different levels of profitability, and the respondent derived different income streams from them.

Following his father's death, the respondent applied for a new tenancy of the holding pursuant to Part IV Agricultural Holdings Act 1986, arguing that he fulfilled the 'livelihood' and 'commercial unit' conditions in s.36(3) of the Act and thus was eligible for a new tenancy, alternatively that he should be treated as a person who is eligible, pursuant to s.41.

Dispute focused on the livelihood condition. At first instance, the FTT heard accounting evidence about the respondent's involvement in the three businesses and how his livelihood might be apportioned between them. It found that the livelihood condition was satisfied, but that if it had not been, it would not have treated the respondent as eligible.

The Upper Tribunal has reversed that first conclusion, finding that the FTT had erred in taking the contracting business into account when considering the agricultural work the respondent did on the holding. The UT found the FTT's reasoning in respect of its second conclusion to be unsatisfactory, and remitted the matter for the FTT to consider again whether the respondent should be treated as eligible to apply for a new tenancy.

Why it's important

Upper Tribunal decisions on agricultural succession are relatively infrequent, so this decision is of particular note for practitioners in the area. It clarifies that the correct approach to determining whether or not the livelihood condition is met is to consider where the applicant undertakes their agricultural work, not where a particular business is conducted.

A more detailed analysis of the judgment can be found here.

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