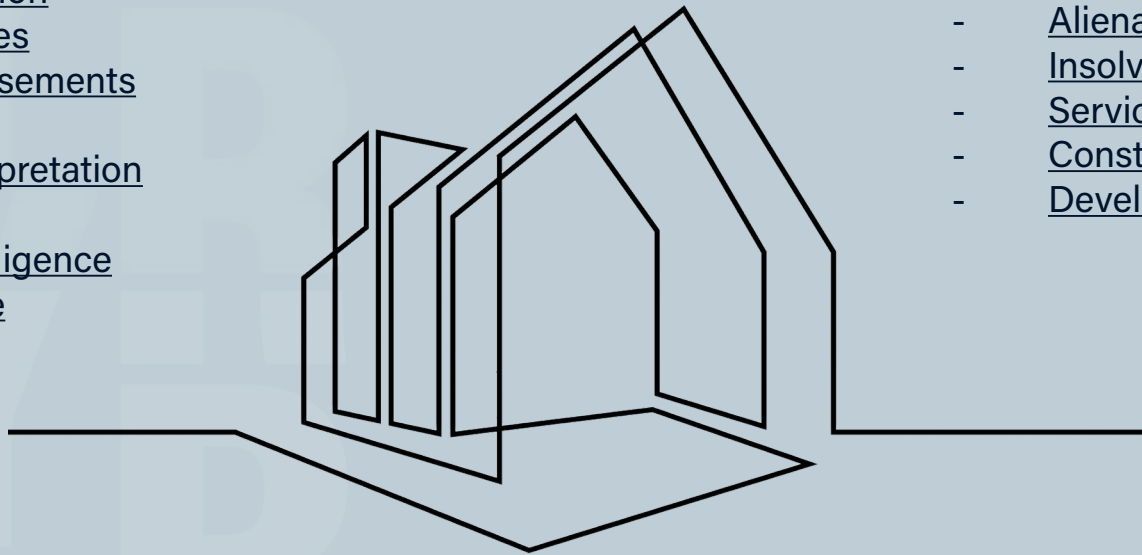


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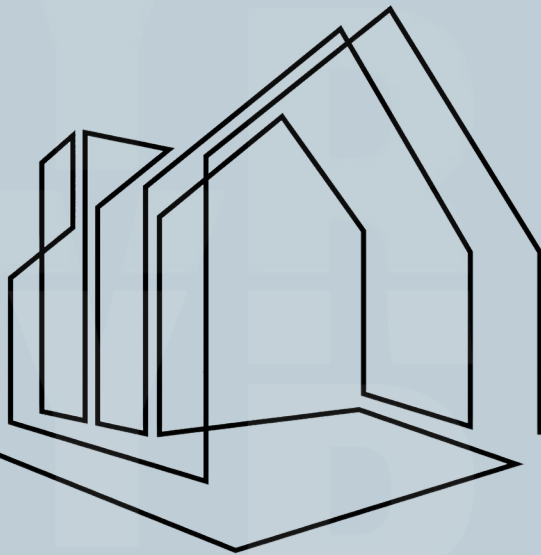
Commercial Property

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This is a non-exhaustive list so please do get in touch if you have any other property queries



Commercial Property

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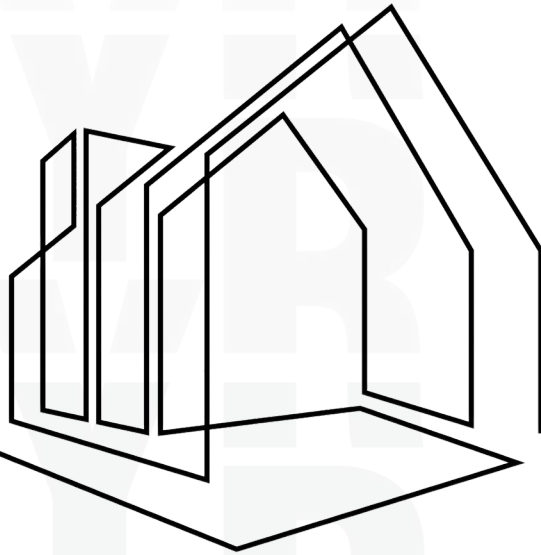
Landlord and Tenant Act 1954

The Landlord and Tenant Act 1954 applies solely to commercial properties and provides protection, known as “security of tenure”, to tenants ensuring they have entitlement to a renewal tenancy on expiry of the existing tenancy.

We understand the complexity around the LTA 1954, the challenges it poses to landlords and tenants and the importance of managing clients’ assets in the lead up to contractual expiry of their leases.

At Tyr, the team are able to deal with all aspects of the LTA 1954, acting on behalf of various commercial landlord and tenant clients, both in relation to unopposed and opposed lease renewals.

We work closely with our Commercial Property team to ensure a seamless service between the transactional and contentious element of each lease renewal. This sets us apart from other Property Litigation teams.



Commercial Property

Forfeiture

The term forfeiture means the landlord's right to re-enter a property they current let to bring the lease to an end prior to contractual expiry.

There are various circumstances in which forfeiture may be used including a tenant becoming insolvent or breaching its obligations set out in the lease.

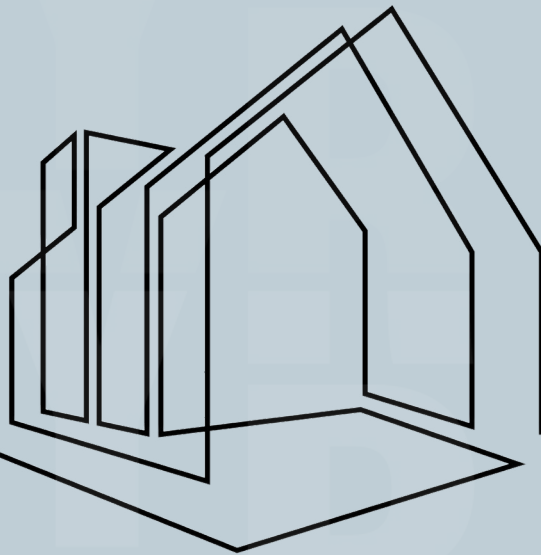
In certain circumstances landlords need to give the tenant an opportunity to remedy the breach, and the Tyr team can advise when this is required.

Tyr carefully consider whether forfeiture is an appropriate step for a landlord to take and if so, the team facilitates recovery of the property.

We also act on behalf of tenants wishing to seek relief from forfeiture as well as acting for landlords wishing to defend such relief applications.

After a lease has been forfeit there will inevitably be the question of either disposing of or recovering items including kit and stock which are left in the property. We can help both landlord and tenants with this process, in particular to ensure that no claims for conversion are brought against landlords.

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Dilapidations

The term dilapidations refers to disrepair or damage to a building that a tenant is responsible for repairing or restoring at the end of the lease term.

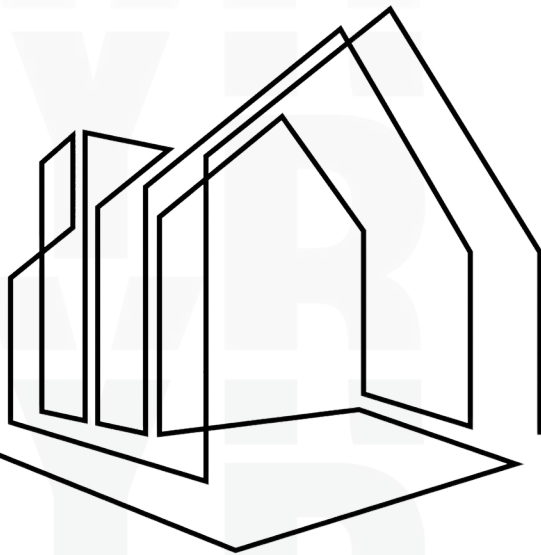
To assess a tenant's liability for dilapidations, we must consider the tenant's obligations including to repair, decorate and reinstate property before returning it to their landlord.

We work closely with landlords looking at how to recover their dilapidations costs and losses from former tenants as well as working closely with tenants in the lead up to their exit of the property to minimise their cost exposure.

We serve schedules of dilapidations on behalf of landlord clients and liaise with tenants to reach an agreement on the scope of works ahead of their exit date.

Should a claim for dilapidations be brought and a settlement reached, we carefully draft a settlement agreement to ensure both parties comply with the terms of the settlement and the relevant lease obligations are released.

If a settlement is not reached the Tyr team is experienced in running complex dilapidations claims in the High Court.



Commercial Property

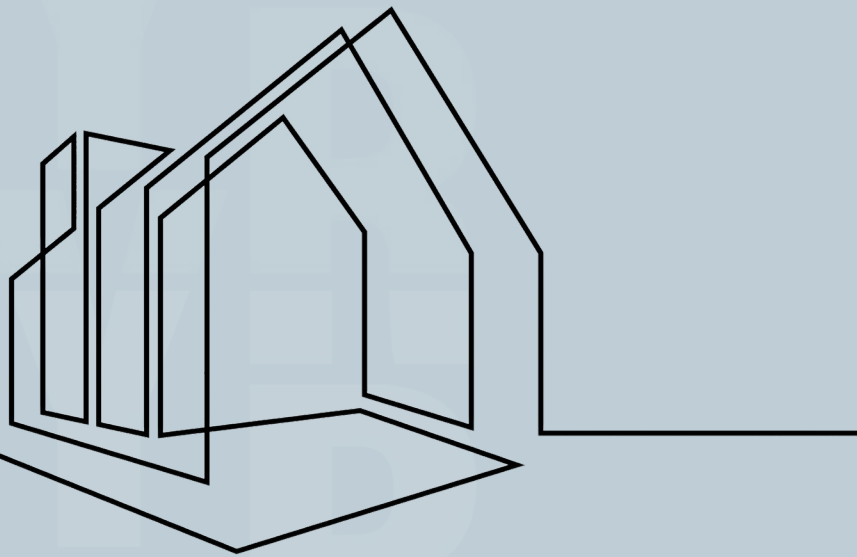
Covenant enforcement

We also help landlords to ensure that their tenants are complying with their obligations under leases during the term of the lease. If a lease has a substantial time left to run a landlord will want to make sure that its asset is protected and the tenant is complying with its obligations, particularly in relation to repair. Waiting until the end of the lease is not always the best option.

There may be a *Jervis v Harris* clause in the lease and we can assist landlords with managing this process.

Similarly, we help tenants to ensure that their landlords are complying with any specific landlord obligations in relation to the property, including to give the tenant 'quiet enjoyment'.

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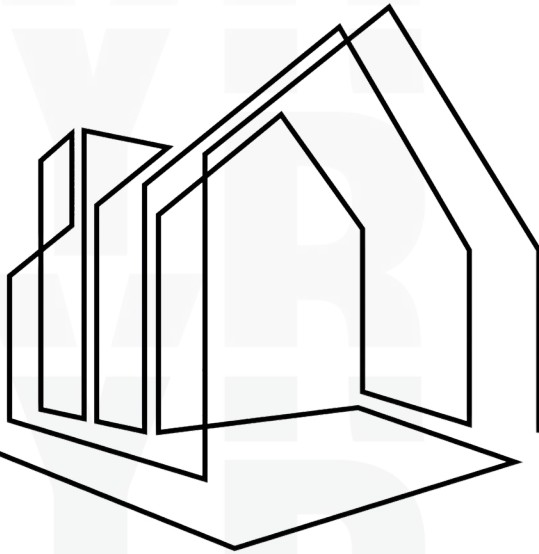
Commercial Property

Break notices

The team at Tyr advise both landlord and tenant clients in relation to upcoming break options.

We offer a full service from reviewing and interpreting the break clause, preparing and issuing the break notice and then ensuring compliance with any break conditions.

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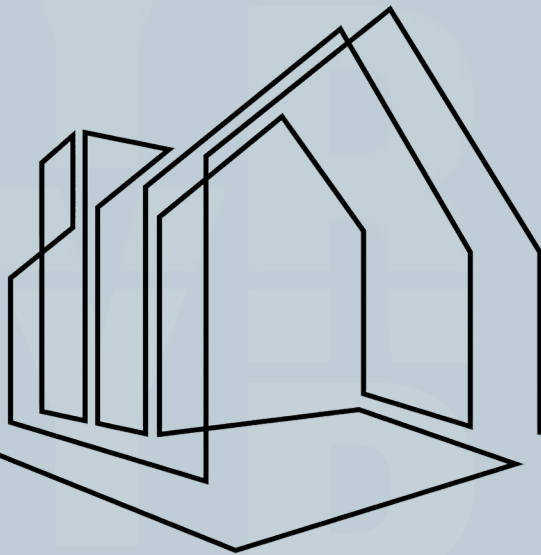
Commercial Property

Alienation

Often, consent is required if a commercial tenant wishes to assign its lease to a new party or sublet whole/part of the property.

We are able to interpret the consent clause, apply for consent and if necessary, apply to the court for a declaration if a landlord fails to provide consent within a reasonable timescale.

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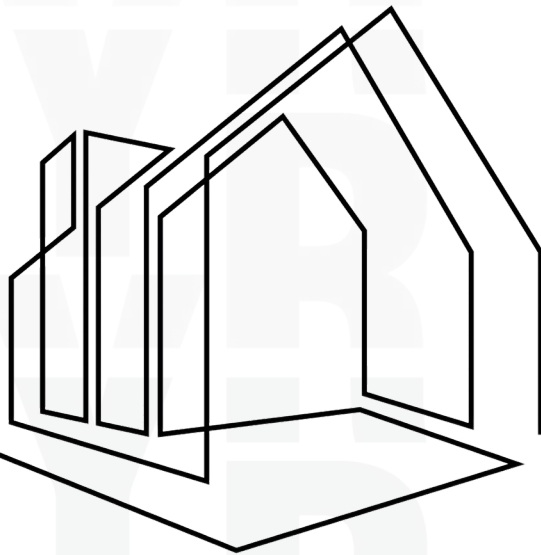
Insolvency – Property Related Issues

Insolvency presents several issues when it comes to dealing with lease agreements.

We offer advice to landlords looking to minimise their financial exposure. Our advice includes considering the use of rent deposits, recovery of arrears from guarantors and dilapidations claims, and guiding landlords through tenant CVA's and court approved Restructuring Agreements.

Once a tenant becomes insolvent, we liaise carefully with the insolvency practitioner (supporting Tyr's Insolvency and Business Restructuring team) in relation to the ongoing lease arrangement, arrears and assets in the property.

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Commercial Property

Service charge disputes

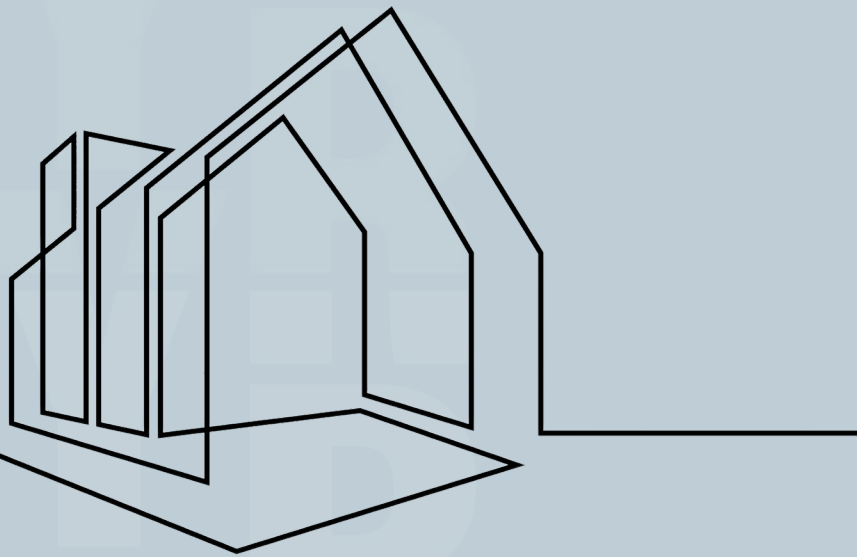
For most leasehold property owners, rent is not the only charge they will have to pay for their property. They often also pay service charge if there are shared use areas such as car parks, gardens, entrance ways and break out areas in office accommodation.

We are able to interpret a tenant's service charge liability pursuant to the lease as well as seeking to recover unpaid service charge costs on behalf of landlord clients.

We also have experience in defending service charge claims on behalf of our tenant clients.

We work together with market leading surveyor experts to provide a pragmatic view on quantum, which is not always straightforward.

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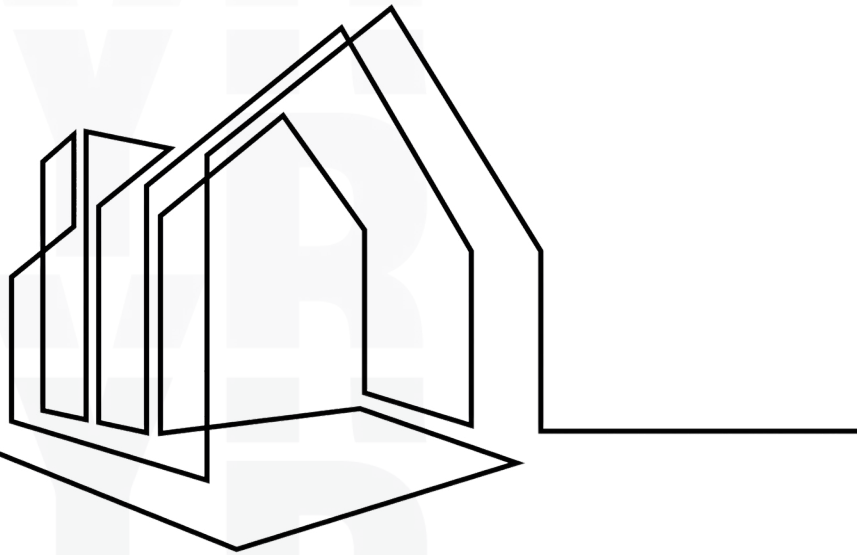
Commercial Property

Construction warranty disputes

Breaches of warranty can disrupt construction projects and lead to delays and financial loss.

We can assist you in understanding your rights and remedies, considering the construction contract and warranty, exclusion clauses and time limits as well as gathering evidence and seeking expert advice where appropriate, to minimise the impact of a warranty breach.

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Commercial Property

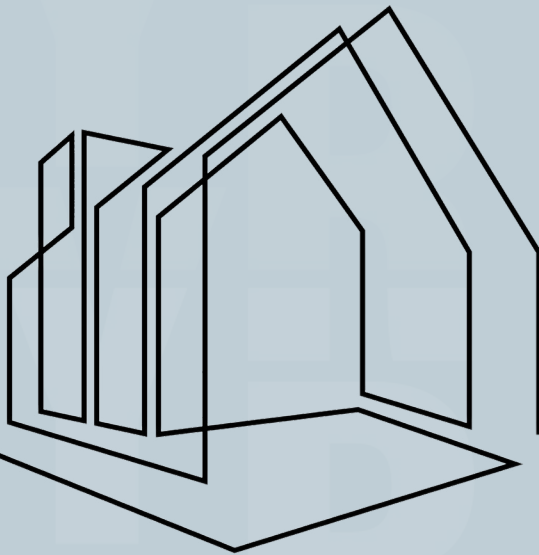
Development

Our team works closely with Tyr's Commercial Property team to ensure potential issues and disputes in the development sector are resolved quickly.

We regularly review clauses in Option Agreements, Conditional Contracts and other development related agreements to assist with drafting to ensure disputes are avoided in the future.

We also assist developer clients (particularly house builders) in exercising and extending options and obtaining access to land for relevant surveyors and preliminary works.

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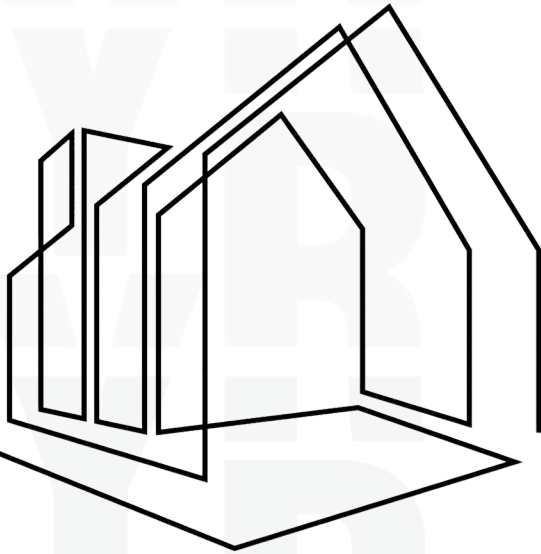
Residential Property

Leasehold enfranchisement

A tenant holding a long lease of a house or a flat, may be entitled to acquire the freehold of the property and therefore increase the value of its assets.

We serve the relevant notice and guide our clients through the complex process including obtaining third party valuation advice on the freehold value.

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Residential Property

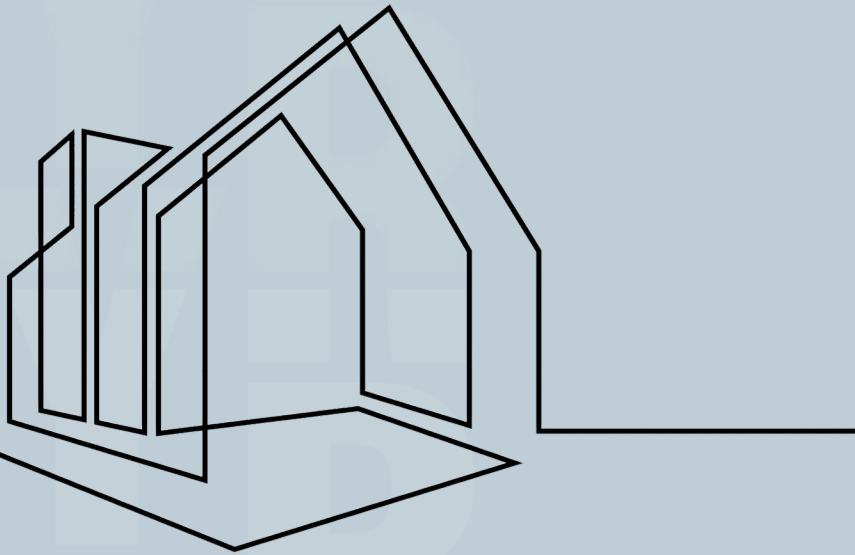
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Lease extensions

Certain residential tenants may have the right to apply for an extension of the current long lease of the property.

We serve the relevant notice and guide our clients through the process of gaining or granting a lease extension.

Our services include obtaining third party valuation advice on the premium payable as consideration for the extension.



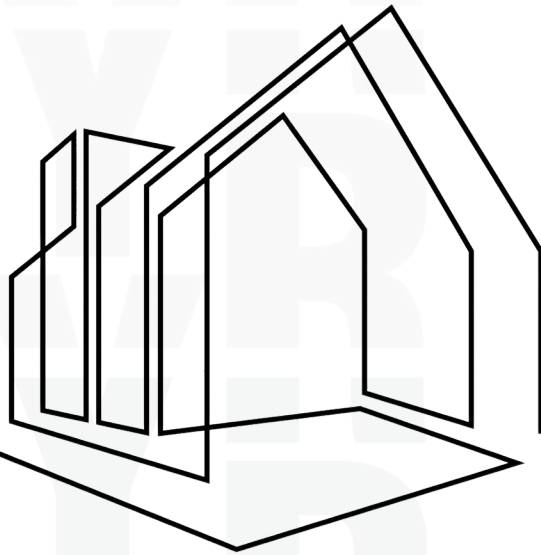
Residential Property

Right of first refusal

Not many people are aware that there is a specific legislation in place to offer leasehold tenants of a block of flats the 'right of first refusal', in certain situations, to buy the freehold of the block should the landlord wish to sell it. There is also a custodial sentence which is enforced if the legislation is not complied with.

At Tyr, we offer clear advice on whether the relevant legislation applies to differing situations as well as serving the relevant notices. a

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Residential Property

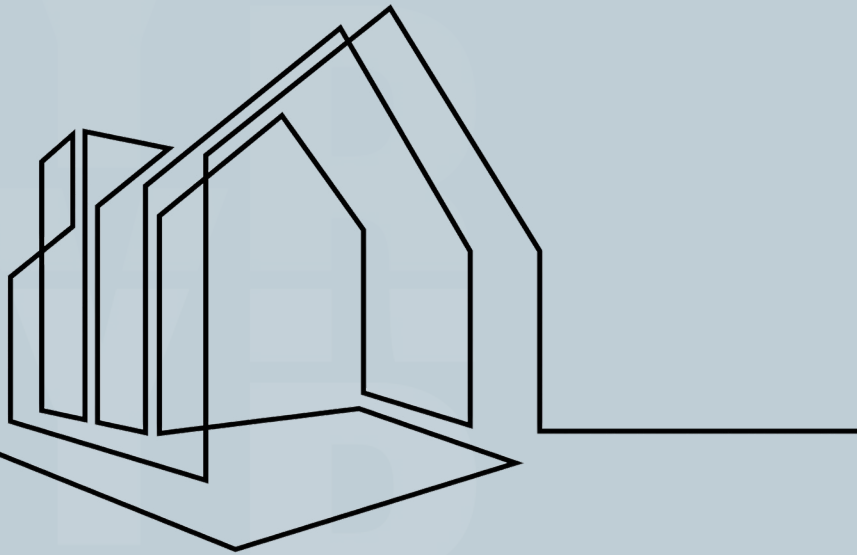
Possession

As you would expect, residential evictions are considerably more complex than commercial evictions.

At Tyr, we are experienced in obtaining possession of residential premises, including serving section 8 and section 21 Housing Act 1988 notices and progressing possession claims through to a final hearing and enforcement of the possession order.

We are also experienced in dealing with housing disrepair claims, which are often raised as a counterclaim in a possession claim.

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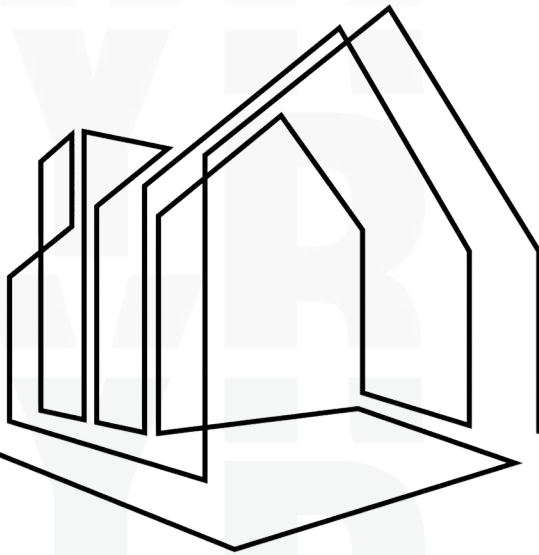
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Do I have a claim?

Maybe you're unsure as to whether you have a claim against an individual or company in the first place. At Tyr, we consider any relevant causes of action and advise our clients in relation to the remedies available along with the likely legal cost involved.

Whilst considering this we look at the proportionality of pursuing a claim based on the value and prospect of success along with the chance of cost recovery.

We are not a firm driven to push clients' claims through to court unnecessarily when the sensible approach, and most cost effective for our client, may be to settle the matter.



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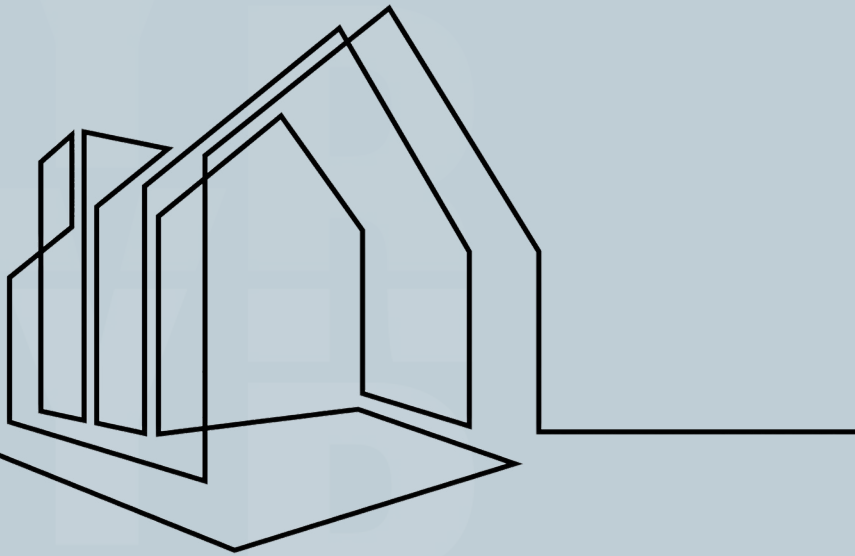
Adverse possession

If you're not the legal owner of a piece of land, can you become the legal owner? A way in which you may be able to is by being in possession of land, in the required manner, for the required amount of time.

The team at Tyr are experienced in bringing adverse possession claims and also defending such claims through to a final Tribunal hearing.

Tyr's expertise extends to both unregistered and registered land, with each type of land having an alternative form of adverse possession rules to follow.

Reaching a settlement without having to attend a final Tribunal hearing is often the preferred outcome for our clients. Once a settlement is reached we carefully draft a settlement agreement setting out the new boundary and then apply for the change to be registry, in the case of registered land.



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Boundary disputes

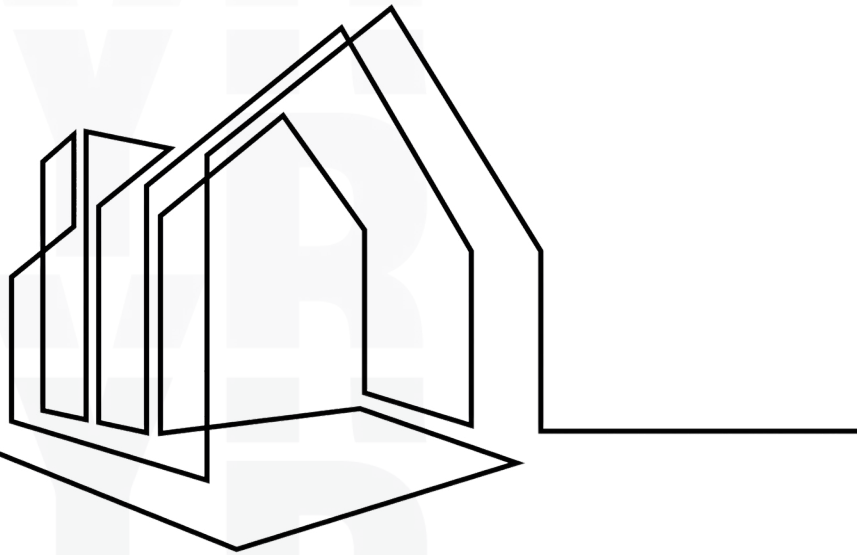
Wouldn't it be helpful if the coloured line on a plan represented an accurate boundary line?

Unfortunately, the coloured line on a plan shows a general boundary and is an imaginary line separating property. There is not always a physical boundary and as you can expect, this often has the ability to cause disputes between property owners.

Boundary disputes are often complicated further by historic evidence dating back many years which is not always knowledge of the current property owners.

Tyr work with reputable boundary surveyors to bring and defend claims relating to 'the line', often in time pressured scenarios when ongoing disputes are holding up the sale of a property.

As with adverse possession claims, if we reach a settlement ahead of a final hearing, we will carefully document the agreed deal in an agreement to ensure compliance by both parties.



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Rights of way/easements

Do you know what rights you have over land that doesn't belong to you?

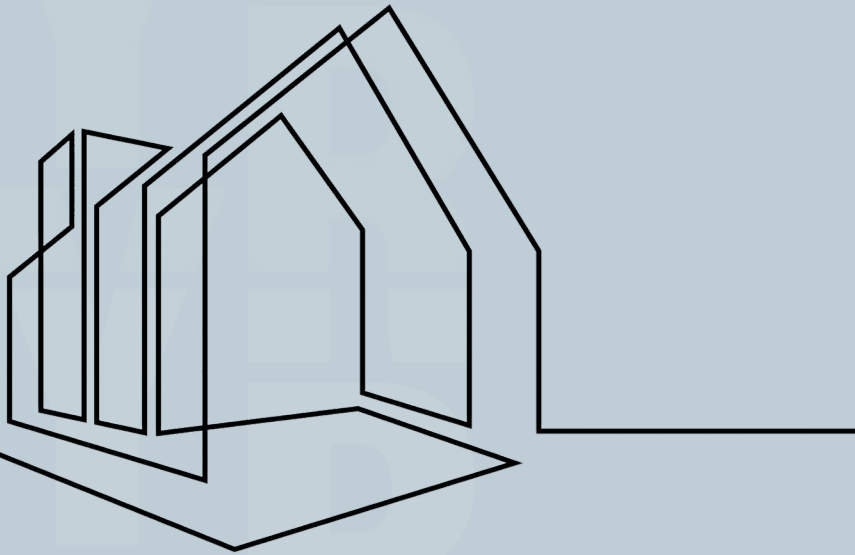
Do you know who has rights over and/or under your land?

These are questions we are able to assist you with.

We review title documents and answer the above two questions as well as considering options to mitigate our clients' risks of litigation.

Upon review, we may establish that it is appropriate to apply to the Tribunal to modify or discharge any easements which are no longer relevant.

We are able to make the relevant modification or discharge application and progress the application through to a final Tribunal hearing if necessary.



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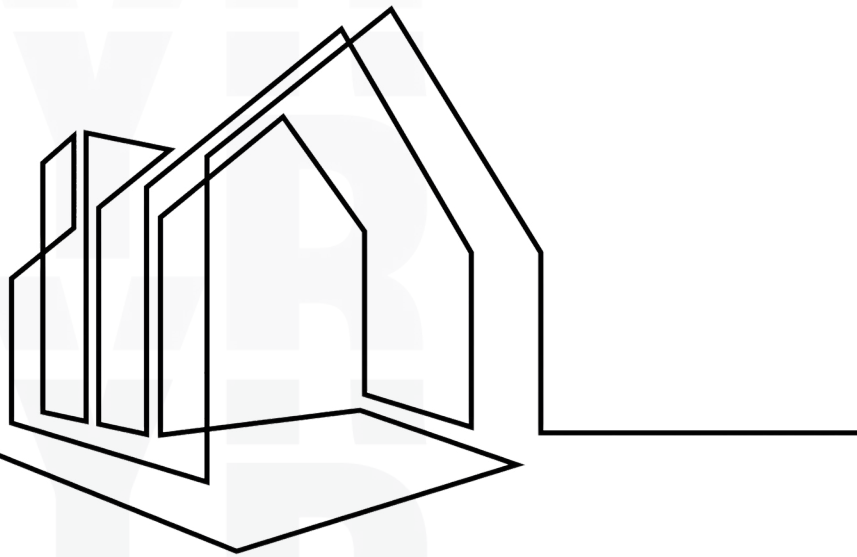
Trespass

Open land is especially susceptible to trespassers in varying forms, including travellers, squatters and protestors.

We have a close relationship with reliable bailiffs who attend site, usually within 24/48 hours of instruction, and remove any trespassers.

If bailiff attendance does not result in removal we then work closely with our clients to obtain County Court possession orders which can then be transferred up to the High Court should further enforcement be required.

Once the trespass is removed, it is time to consider preventative methods. We work closely with our clients to prevent further trespass which in turn reduces our clients' future cost exposure. After all, prevention is always more cost effective than cure!



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Contractual interpretation

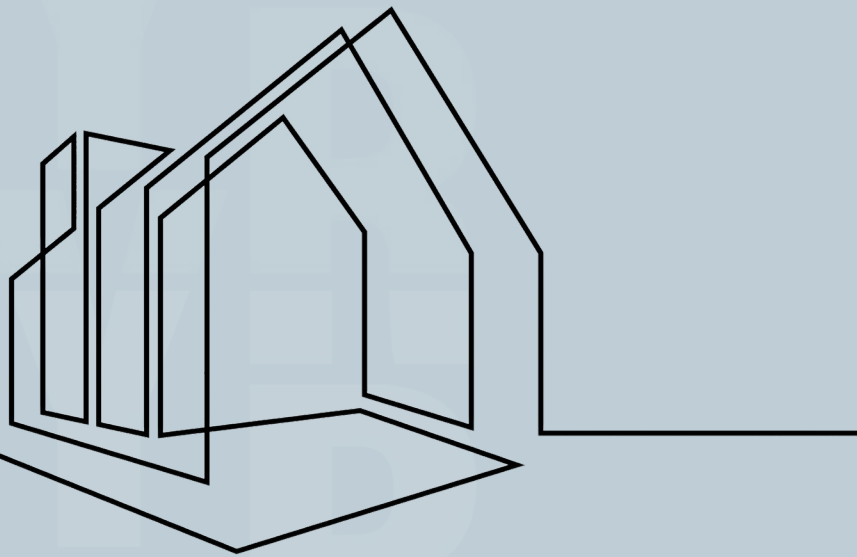
Reading and understanding a contract is not always straightforward.

Interpretation is the task of ascertaining the meaning that a contractual document would convey to a reasonable person.

There are often many variations as to the interpretation of a clause in a contract which commonly causes disputes.

The team at Tyr provide advice in relation to such disputes with the aim of providing a swift conclusion without the need for expensive and time-consuming litigation.

We also work closely with our Commercial Property team to reduce the risk of such disputes arising for our clients.



Residential and /or Commercial Property

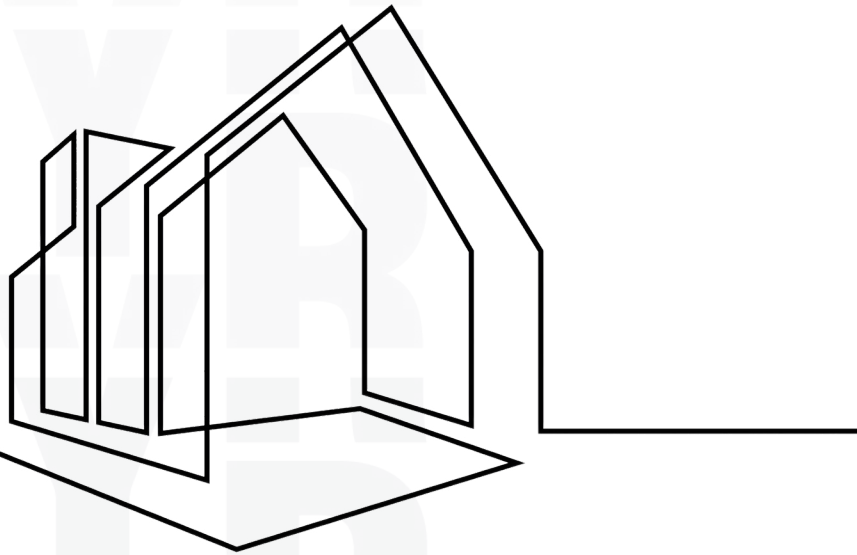
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Arrears recovery

We act on behalf of commercial and residential landlord and tenant clients both bringing and defending arrears claims.

We have several methods to obtain full recovery including CRAR (Commercial Rent Arrears Recovery – only applicable to commercial properties) which involves removing the tenant's goods to cover the arrears, issuing bankruptcy petitions, winding up petitions and court claims.

We also have experience in defending arrears claims issued against our tenant clients to ensure their assets in properties are protected.



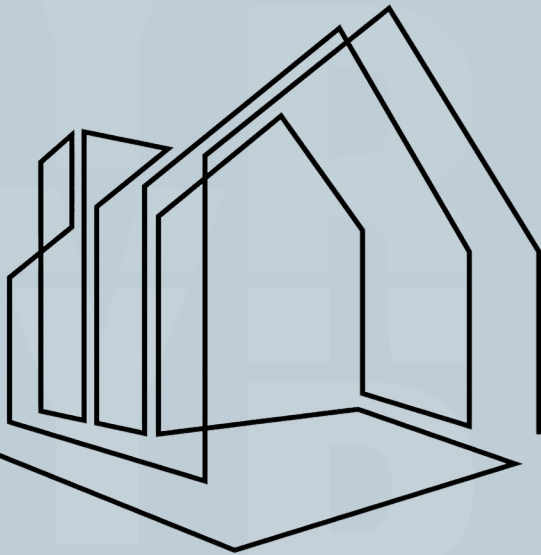
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Professional negligence

Unfortunately, sometimes a professional advisor may have let you down and not advised appropriately when you bought land or took a lease, for example.

We can help you ascertain if you have a potential claim against a previous advisor and either try to reach a settlement with them or pursue your losses through court proceedings.



Property damage

Has your property been damaged through no fault of your own? If you are a tenant you may have recourse against your landlord. If you own a property you may have a claim against whoever caused the damage.

Our team can assist you with insurance claims or claims against third parties if they have damaged your property.

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