

ASK THE EXPERTS

Call mfg Solicitors on 0845 55 55 321

I've had a tenant on my land since the late 80s/early 90s but there is no written tenancy agreement. I've tried to get that changed before but just never got around to it. His son has now started farming with him and I have heard that they are thinking of creating a farming company. I don't want to be stuck with the son or a company as my tenant. What should I do?

You are right to be concerned. It sounds as if your client will have an Agricultural Holdings Act tenancy but so long as it started after 12th July 1984 your tenant's son won't enjoy any rights of succession to it. The risk is that your tenant might try to transfer or assign his tenancy to his son or, even worse, their company. Without a written tenancy agreement, there will be no clause barring assignment that you can point to. You should therefore arrange to serve a notice on your tenant under section 6 of the Agricultural Holdings Act, requiring the terms of the tenancy to be reduced to writing. This has the immediate effect of preventing any assignment of the tenancy.

You say that you have tried to sort out the lack of written tenancy before and so it may be that such a notice has been served previously and if so, your position is already protected. Once validly served the effect of a section 6 notice is not time limited and so as long as the identity of the tenant has remained unchanged since then and you can find written evidence of the notice and its service assignments will already be prevented.

