



Isle of Man

Ellan Vannin

AT 12 of 1954

TENANCIES (IMPLIED TERMS) ACT 1954



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**Isle of Man***Ellan Vannin*

TENANCIES (IMPLIED TERMS) ACT 1954

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

AN ACT to clarify and amend the law relating to terms which are implied in contracts of tenancy.

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

PART I – GENERAL

1 Short title and construction

- (1) This Act may be cited as the Tenancies (Implied Terms) Act, 1954.
- (2) This Act shall be construed as one with the Landlord and Tenant Act, 1954, the Conveyancing (Leases and Tenancies) 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.¹

3 Interpretation

In this Act, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings hereby respectively assigned to them, that is to say –

“agricultural holding” means –



- (a) an agricultural holding within the meaning of the *Agricultural Holdings Act 1969*; or
- (b) the holding comprised in a farm business tenancy within the meaning of the *Agricultural Tenancies Act 2008*.²

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

“**building**” means a building of any description.

“**contract of tenancy**” means a letting, or agreement for letting, of property for a term of years, or for a life or lives, or for a life or lives and years, or from year to year, or from quarter to quarter, or from month to month, or from lunar month to lunar month, or from week to week.

“**determination of tenancy**” means the cesser of a contract of tenancy by reason of effluxion of time, or from any other cause.

“**lunar monthly tenancy**” means a tenancy from lunar month to lunar month.

“**monthly tenancy**” means a tenancy from month to month.

“**property**” means land (including agricultural holdings) 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.

“**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 payable under the contract of tenancy.

“**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.

“**tenancy for years**” means a tenancy for any fixed period of time (being more than a year, or a year, or less than a year) expiring by effluxion of time.

“**weekly tenancy**” means a tenancy from week to week.

PART II

Provisions implied in a contract of tenancy (unless the contract of tenancy otherwise provides)

4 Implied covenants in tenancies of properties

Unless the contract of tenancy otherwise provides, in every contract of tenancy of a property, there shall be implied the provisions which are set forth in the First Schedule to this Act.

5 Implied covenants in tenancies of agricultural holdings

Unless the contract of tenancy otherwise provides, in every contract of tenancy of an agricultural holding, there shall be implied the provisions which are set forth in the Second Schedule to this Act.

6 Rent payable before 12 noon

Unless the contract of tenancy otherwise provides, where a tenant of any property is required to pay the rent thereof on any day, he shall pay the same not later than twelve noon on that day.

7 Delivery of possession

Unless the contract of tenancy otherwise provides, where a tenant is required to deliver up possession of any property on any day, then, subject to the provisions of the Landlord and Tenant Acts for the time being in force, he shall deliver up possession thereof not later than twelve noon on that day.

*Periodic Tenancies***8 Annual tenancies of houses, etc**

Unless the contract of tenancy otherwise provides, if any property which is not an agricultural holding is let on an annual tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the following 12th day of May (and, where necessary, the rent shall be apportioned), and thereafter a tenancy from year to year.

9 Annual tenancies of agricultural holdings

Unless the contract of tenancy otherwise provides, if any agricultural holding is let on an annual tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the following 12th day of November (and where necessary, the rent shall be apportioned), and thereafter a tenancy from year to year.

10 Quarterly tenancies

Unless the contract of tenancy otherwise provides, if any property shall be let on a quarterly tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the following quarter day (namely the 12th day of February, the 12th day of May, the 12th day of August, or the 12th day of November, as the case may be) (and, where necessary, the rent shall be apportioned), and thereafter a tenancy from quarter day to quarter day.

11 Monthly tenancies

Unless the contract of tenancy otherwise provides, if any property shall be let on a monthly tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the last day of the month in which it is made (and, where necessary, the rent shall be apportioned), and thereafter a monthly tenancy from calendar month to calendar month.

12 Lunar monthly tenancies

Unless the contract of tenancy otherwise provides, if any property shall be let on a lunar monthly tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the last Saturday of the lunar month in which it is made (and, where necessary, the rent shall be apportioned), and thereafter a lunar monthly tenancy from lunar month to lunar month.

13 Weekly tenancies

Unless the contract of tenancy otherwise provides, if any property shall be let on a weekly tenancy, such tenancy shall be a tenancy from the date upon which it is made up to the following Saturday (and, where necessary, the rent shall be apportioned), and thereafter a weekly tenancy from Saturday to Saturday.

Notices to determine contracts of tenancy

14 Determination of annual tenancies of agricultural holdings, etc

Unless the contract of tenancy otherwise provides, where the property is an agricultural holding a tenancy from year to year thereof shall be determinable on the 12th day of November by notice served on or before the 5th day of July next preceding.

15 Determination of annual tenancies of houses, etc

Unless the contract of tenancy otherwise provides, where any property is not an agricultural holding, a tenancy from year to year thereof shall be determinable on the 12th day of May by notice served on or before the 12th day of February next preceding.

16 Determination of quarterly tenancies

Unless the contract of tenancy otherwise provides, a quarterly tenancy of property shall be determinable on any quarter day by at least one quarter's notice.

17 Determination of monthly tenancy

Unless the contract of tenancy otherwise provides, a monthly tenancy of property shall be determinable on the last day of any month by at least one month's notice.

18 Determination of lunar monthly tenancy

Unless the contract of tenancy otherwise provides, a lunar monthly tenancy of property shall be determinable on the last day of any four weeks period by at least four weeks' notice.

19 Determination of weekly tenancy

Unless the contract of tenancy otherwise provides, a weekly tenancy of property shall be determinable on any Saturday by at least one week's notice.

*Fixtures***20 Removal of fixture or building belonging to a tenant on determination of tenancy**

[M1912/4 (amended)]

- (1) Unless the contract of tenancy otherwise provides any fixture fixed to a property and belonging to a tenant, and any building thereon belonging to a tenant, for which he is not under any law or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or in substitution for some fixture or building belonging to the landlord, shall be the property of and be removable by the tenant before or within a reasonable time after the determination of the tenancy:

Provided that —

- (a) Before the removal of any fixture or building the tenant shall pay all rent owing by him and shall perform or satisfy all his other obligations to the landlord in respect of the holding;
- (b) In the removal of any fixture or building the tenant shall not do any avoidable damage to any other building or other part of the property;
- (c) Immediately after the removal of any fixture or building, the tenant shall make good all damage occasioned to any other building or other part of the property by the removal.
- (2) The following provisions shall apply where the contract of tenancy is a tenancy for years, for a term not less than one year or an annual tenancy —

- (a) The tenant shall not remove any fixture or building without giving two months' previous notice, in writing, to the landlord of his intention to remove it.
 - (b) At any time not less than one month prior to the expiration of the notice of removal, the landlord by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of removal, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the property of the landlord, who shall pay to the tenant the fair value thereof to an incoming tenant of the property; and any difference as to the value shall be settled by the Court on application made by either the landlord or the tenant.
- (3) In every petition under this section, the Court may make such order as to costs as the Court may in the circumstances see fit.
 - (4) If the tenant shall fail to comply with the provisions of this section, he shall be liable to the landlord in damages.
 - (5) For the purposes of this section, the expression 'fixture' means any engine, machinery, dead fencing, or other similar fixture, and the expression 'property' means an agricultural holding.
 - (6) For the purposes of this section, the expression 'Court' means the High Court of Justice, Civil Division, Summary Jurisdiction.³

PART III

21 Liability for rates

Where, under a contract of tenancy, a tenant of a property pays the rates chargeable thereon for any rating year and his contract of tenancy is terminated by the landlord before the end of such rating year, the landlord shall pay to the tenant the proportionate part of such rates for the unexpired portion of such rating year.

22 Provisions as to covenants against the making of improvements without licence or consent

- (1) In all contracts of tenancy, whether made before or after the commencement of this Act containing a covenant condition or agreement against the making of improvements without licence or consent, there shall be implied a condition that the Court may, on a petition presented by the tenant, give such licence and consent on such terms as it may see fit.
- (2) This section shall not apply to contracts of tenancy of agricultural holdings, and subsection (1) of this section shall not apply to mining leases.



- (3) In every petition under this section, the Court may make such order as to costs as the Court may in the circumstances see fit.
- (4) For the purposes of this section, the expression Court means the High Court of Justice, Civil Division.⁴

23 Notices

- (1) Subject to the provisions of section 13 of the Landlord and Tenant Act, *1953⁵, 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 proper 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 a 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.

24 Commencement of Act

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.

FIRST SCHEDULE**PROVISIONS IMPLIED IN A CONTRACT OF TENANCY OF A
PROPERTY (UNLESS THE CONTRACT OF TENANCY
OTHERWISE PROVIDES)**

Section 4

1. The following covenants by the landlord with the tenant —

(1) To carry out such repairs as are necessary to maintain the roof, main walls and the structure of the buildings on the property in good and tenable repair and condition (subject in the case of an agricultural holding, to the covenants set forth in paragraph (2) of clause 1 and paragraph (14) of clause 2 of the Second Schedule to this Act).

(2) To pay to the tenant such sum in respect of rates as the landlord may be liable to pay under section 21 of this Act.

2. The following covenants by the tenant with the landlord —

(1) To pay all existing and future rates and taxes of every description for the time being during the letting payable by either landlord or tenant in respect of or charged upon the property or any part thereof.

(2) To keep and at the expiration or sooner determination of the letting deliver up the property (except the roof, main walls, and the structure of the buildings on the property) in good and tenable repair and condition, and deliver up all sanitary conveniences and all pipes, drains, gutters and spoutings of or belonging to the property, properly cleansed and scoured (accidents by fire, flood, storm or tempest excepted, and, in the case of buildings, reasonable wear and tear excepted).

(3) Not to place or keep, or suffer or permit to be placed or kept, upon the buildings on the property or any part thereof anything that may make the same more hazardous for insurance than at the commencement of the letting.

(4) Not to assign or sublet or part with possession of the property or any part thereof and not to grant any licence for reward or consideration in respect of the property or any part thereof, without the previous consent in writing of the landlord.

(5) Subject to the provisions of section 22 of this Act, not to make any alteration in or addition to the property or any part thereof without the previous consent in writing of the landlord.

(6) To permit the landlord and all persons authorised by the landlord to enter at all reasonable times upon the property for all reasonable purposes, and in particular for the purpose of ascertaining the condition and state of repair of the property, and to carry out any repairs to the property which ought to be done by the landlord under the implied covenant specified in clause 1 of this Schedule.

3. The following provisions —

(1) If the tenant shall make default in payment of the rates and taxes for which the landlord may, in default of payment by the tenant, be liable, then the rent to be paid to the landlord under the contract of tenancy shall be increased by the amount of such rates and taxes in payment whereof default has been made.

(2) If the property, or any part thereof, shall, during the letting, be so destroyed or damaged by fire, flood, storm or tempest or other inevitable accident, as to be unfit for habitation or use, then and so often as the same shall happen, the whole or a just proportionate part of the rent reserved by the contract of tenancy, according to the nature and extent of the damage done, shall be suspended and cease to be payable until the property shall have been rebuilt or repaired, and if any dispute shall arise between the landlord and the tenant in regard to the amount of the abatement to be made in the rent, or the period for which the rent or any part thereof shall be suspended, the same shall be referred to arbitration under the Arbitration Acts for the time being in force; and in case of total destruction of the property, if the landlord shall not notify the tenant in writing of his intention to rebuild the premises within a period of three calendar months after such total destruction (it being at the sole and absolute discretion of the landlord whether he so rebuild) the tenant shall surrender the property to the landlord without any payment by the landlord to the tenant except as aforesaid.

(3) If and whenever any part of the rent reserved by the contract of tenancy shall be in arrear for fourteen days, whether the same shall have been legally demanded or not, or if and whenever there shall be a breach or non-observance of any of the covenants by the tenant contained or implied in the contract of tenancy, or if and whenever the tenant shall become insolvent or bankrupt or make an arrangement or composition with his creditors, or in the case of a company a receiver shall be appointed or if the company goes into liquidation (other than a voluntary liquidation of a solvent company for the purposes of reconstruction or amalgamation), or if and whenever any person other than the tenant shall get into possession of the premises or any part thereof, whether by operation of law or otherwise, without the previous consent in writing of the landlord, the landlord may re-enter upon any part of the premises in the name of the whole, and thereupon the contract of tenancy shall determine and the landlord shall have the right to recover from the tenant the rent up to the end of the current period (namely, in the case of a tenancy for years, the current year or the period until the end of the term, whichever is the shorter; in the case of an annual tenancy, the current year; in the case of a quarterly tenancy, the current quarter; in the case of a monthly tenancy, the current calendar month, in the case of a lunar monthly tenancy, the current lunar month; and in the case of a weekly tenancy, the current week) and damages for breach of contract.

SECOND SCHEDULE**PROVISIONS IMPLIED IN A CONTRACT OF TENANCY OF
AN AGRICULTURAL HOLDING (UNLESS THE CONTRACT
OF TENANCY OTHERWISE PROVIDES)**

Section 5

1. The following covenants by the landlord with the tenant —

(1) To permit the tenant to enter upon the agricultural holding, for the purpose of removing the crop, from any portion of the agricultural holding which shall be under root crop on the determination of the tenancy, at all reasonable times, up to the 12th day of February following the determination of the tenancy: Provided that, in the case of a turnip or mangel crop or any crop of a similar nature, the tenant shall dock the same upon the agricultural holding, and leave such dockings thereon.

(2) To provide and supply as and when required such good paint as shall be necessary to enable the tenant to carry out the terms of the covenant set forth in paragraph (14) of clause 2 of this Schedule.

2. The following covenants by the tenant with the landlord —

(1) to cultivate the agricultural holding in a good husbandlike manner, according to the custom of the country in the Isle of Man, and not to suffer any part to be impoverished or overcropped.

(2) Not to break up from lea more than one-fifth part of the arable land of the agricultural holding in any one year, or to break up from lea any arable land unless the same shall have been lea for the two years immediately preceding such breaking up.

(3) Not to take two corn crops in succession out of any part of the agricultural holding.

(4) Not to suffer or permit that part of the agricultural holding which shall be sown with grass seeds in the year of the determination of the tenancy to be pastured by cattle or any other animals or by geese after the removal of the corn crop.

(5) To use the whole of the straw fodder grown upon the agricultural holding in producing manure upon the agricultural holding.⁶

(6) Not to remove from the agricultural holding any manure produced on the agricultural holding.

(7) To apply properly to the agricultural holding every year during the demise all manure produced on the property.

(7A) ⁷

(8) At the determination of the tenancy, to leave the straw fodder of that year's crop well stacked, properly thatched and secured in the stackyard of the agricultural holding.

(9) At the determination of the tenancy, to leave the whole of the manure on the agricultural holding properly turned up in heaps.

(10) Not to cut down or injure any timber, trees or thorns on the agricultural holding and to the best of his ability to protect the same from injury.

(11) To keep all gorse, thorn and other fences on the agricultural holding properly dressed and cleared.

(12) To cut down and weed out all thistles, docks, and other seeding weeds on the agricultural holding at the proper season for so doing.

(13) To keep, and to leave at the determination of the tenancy, the fences, ditches, drains, pillars, gate-posts and gates on the property in as good condition and repair as they were in at the time of the commencement of the tenancy or may be put in by the landlord during the tenancy.

(14) With the paint provided by the landlord and supplied to the tenant under the terms of the covenant set forth in paragraph (2) of clause 1 of this Schedule, in a good and workmanlike manner, to give the external woodwork and ironwork of the buildings and gates on the agricultural holding a coat of paint at least in every third year of the tenancy.

ENDNOTES**Table of Legislation History**

Legislation	Year and No	Commencement

Table of Renumbered Provisions

Original	Current

Table of Endnote References

¹ S 2 substituted by Agricultural Tenancies Act 2008 Sch.

² Definition of 'agricultural holding' substituted by Agricultural Tenancies Act 2008 Sch.

³ Subpara (6) amended by SD352/09.

⁴ Subs (4) amended by SD352/09.

⁵ 1954 Act

⁶ Subpara (5) amended by Tenancies (Implied Terms) (Amendment) Act 1975 s 1.

⁷ See Tenancies (Implied Terms) (Amendment) Act 1975 s 2.

