

Standard Directions for Unopposed Lease Renewals

NOTE to JUDGES

- (1) The guidelines in these notes (including these initial Notes) MUST be deleted when you make the order.*
- (2) These directions should be given on paper where the defendant has filed an Acknowledgment of Service as it is a Part 8 claim and costs budgeting does NOT apply unless the court orders otherwise.*
- (3) If the defendant has not filed an Acknowledgment of service, consider making an unless order against the defendant before making these directions.*

Warning: you must comply with the terms imposed upon you by this order otherwise your case is liable to be struck out or some other sanction imposed. If you cannot comply you are expected to make formal application to the court before any deadline imposed upon you expires.

1. Terminology

In this Order, references to “the Landlord” mean the Claimant/Defendant [*delete as appropriate*] and references to “the Tenant” mean the Claimant/Defendant [*delete as appropriate*].

[Note: Although Part 56 claims are automatically treated as being allocated to the Multi-Track being within Part 8, in low rent cases the Court will consider whether to re-allocate the case to the Fast Track. In such a case, it is suggested that the simpler form of Order BLR2 (rather than this Order) is likely to be appropriate]

2. Stay of proceedings

If at any time the Claimant and Defendant jointly notify the Court that they wish the proceedings to be stayed for a fixed period (not exceeding three months) to enable the parties to attempt to negotiate a settlement, the periods of time for compliance with these directions shall be adjusted by such period, provided that such stay shall not

affect the date fixed for the trial of this case. Prior to the fixing of a date for trial, the parties may jointly apply for the trial window to be adjusted to take into account the agreed period of the stay.

3. Professional Arbitration on Court Terms (PACT) and ADR [optional]

[Note: The parties should consider a stay to enable the matter to be determined under the PACT scheme. If a reference to the PACT scheme is appropriate, in place of the directions set out below, the parties should use the appropriate form of PACT order – see the PACT booklet published jointly by the Law Society and the Royal Institution of Chartered Surveyors. Alternatively, the parties should consider a stay to enable mediation to take place]

4. Draft Lease

The Landlord shall serve on the Tenant [either by e-mail or on computer disc, an electronic copy of] a draft lease by no later than 4.00pm on [4 weeks from service of order – insert date].

The Tenant shall serve on the Landlord his/her/its proposed amendments/counter-proposals to the lease [either by e-mail or on computer disc, marked in *italics* or underlined (if the draft lease was submitted electronically) or marked in red or by schedule (if the draft lease was submitted in paper form)], by no later than 4.00pm on [6 weeks from service of order – insert date].

The Landlord shall by no later than 4.00pm on [8 weeks from service of order – insert date] notify the Tenant which amendments, if any, are disputed and specify the Landlord's additional amendments, [either by e-mail or on computer disc, marked in *italics* or underlined (if the draft lease was submitted electronically) or marked in green (if the Tenant's amendments were marked in red) or by counter-schedule (if the Tenant's amendments were by schedule)].

5. Disclosure [optional]

Each party [the Claimant/the Defendant] shall give standard disclosure of documents to the/every other party [to the Defendant/the Claimant] by list by 4.00pm on [*insert date*].

The last date for service of any request to inspect or for a copy of any document is 4.00pm on [*insert date*].

6. Witness Statements of Fact [optional]

Each party shall serve on the/every other party the witness statements of all witnesses of fact on whom it intends to rely.

There shall be simultaneous exchange of such statements by no later than 4.00pm on [*insert date*].

7. Disputed Lease Terms

The parties/solicitors for the parties shall meet/speak by 4.00pm on 10 weeks from service of order – insert date] on a without prejudice basis with a view to narrowing the issues between the parties on the lease terms.

The parties do, by no later than 4.00pm on [12 weeks from service of order – insert date]. [*insert date*], prepare and serve a schedule setting out such terms of the draft lease as are not agreed. In each case, the party seeking materially to depart from the terms of the current lease of the premises must set out its reasons for so doing.]

8. Expert Evidence

If the rent [and interim rent] for the new lease is/are not agreed between the parties, each party has permission to call one expert valuation witness at the hearing of the application for a new tenancy. Their reports relating to the rent payable under the new lease, including lists of comparables and photographic evidence (if any), be

exchanged by no later than 4.00pm on [16 weeks from service of order – insert date]. Such reports be agreed if possible.

[The respective experts are to meet/speak by 4.00pm on [18 weeks from service of order – insert date].n on a without prejudice basis with a view to narrowing the issues between the parties.] The experts [the parties] are to agree a joint statement indicating those parts of the expert evidence with which they are/are not in agreement (including as to facts, the description of the premises, any plans and photographs and the comparables (and any plans and photographs relating to them)) with reasons, such statement to be served on both/all parties by no later than 4.00pm on [20 weeks from service of order – insert date].

9. Questions to Experts [optional]

The time for service on another party of any question addressed to an expert instructed by that party is no later than [*insert number*] days after service of that expert's report.

Any such question is to be answered within [*insert number*] days of service of the question(s).

10. Request for Information etc. [optional]

Each party shall serve any request for clarification or further information based on any document disclosed or statement served by another/the other party no later than [*insert number*] days after disclosure or service.

Any such request shall be dealt with within [*insert number*] days of service of the request.

11. List for Pre Trial Review F.O.D after 26 weeks before any [resident] District Judge unless released by any resident District Judge or Circuit Judge T/E 45 minutes to consider: -

- (a) what the issues are in the case
- (b) whether all directions have been complied with
- (c) whether a stay is requested/required
- (d) whether to give directions for the listing of the trial

NOTE: Once this case is fixed for trial, it shall not be vacated without permission of the Designated Civil Judge

12. Costs budgeting shall not apply to this case.

13. Costs in the case.

[Because this Order has been made by the Court without considering representations from the parties, the parties have the right to apply to have the order set aside, varied or stayed. A party wishing to make an application must send or deliver the application to the court (together with any appropriate fee) to arrive at the Court within seven days of service of this Order upon that party].