

## Guidance note on difficulties that may arise in preparing prescribed clauses leases

Prescribed clause	Difficulty	Consequence	Solution
<b>LR1 to LR 12</b>	Any of these clauses omitted	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting clause and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
<b>LR1 – Date of the lease</b>	Date omitted	Requisition will be raised	<ul style="list-style-type: none"> <li>▪ Insert date (parties to initial), or</li> <li>▪ If clerical error, apply for correction under Rule 130, with evidence of date of actual execution</li> </ul>
	Date differs from date elsewhere in the lease	Registration will be completed based on date in LR1	<ul style="list-style-type: none"> <li>▪ Surrender lease and create a new corrected lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
<b>LR2 – Title number(s)</b>	Landlord’s title number(s) omitted from LR2.1	If landlord’s title is already registered lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting Landlord’s title number and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
	Other relevant title numbers omitted from LR2.2	No entry will be made against relevant title(s) in relation to matters referred to in clauses LR9, LR10, LR11 or LR13 which affect those titles – persons having benefit of relevant rights will be at risk	<ul style="list-style-type: none"> <li>▪ Person having benefit of relevant rights applies separately in form AP1, UN1, AN1 or RX1, as appropriate, to ensure appropriate entry is made in the register</li> </ul>
<b>LR3 – Parties to this lease</b>	Clause not completed with names and addresses of landlord or tenant	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting missing names and addresses and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ enter into deed of rectification</li> </ul>

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<b>LR4 – Property</b>	Clause not completed with description or cross-reference	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting appropriate description and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
	Conflict between wording of clause LR4 and other provisions of lease	Wording in clause LR4 will be relied on for registration purposes to the exclusion of any other wording – any other land referred to elsewhere in lease but not referred to in clause LR4 will not be registered	<ul style="list-style-type: none"> <li>▪ If lease should have included other land not referred to in clause LR4 surrender lease and grant new lease in correct terms</li> <li>▪ Grant further lease of other land or execute deed of variation (may take effect in law as surrender and re-grant), or</li> <li>▪ enter into deed of rectification</li> </ul>
	Lease of part – plan omitted or appropriate floor level not specified	If lease appears to be lease of whole registration will be completed to include the whole; if not lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting plan signed by parties and inserting wording referring to floor level and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
<b>LR5 – Prescribed statements etc</b>	Omission of statement or appropriate cross-reference in LR5.1 and/or reference to an enactment in LR5.2, as required by statute/LR Rules	Requisition may be raised or required entries may be omitted	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting statement, cross-reference and/or reference to enactment and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>

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<b>LR6 – Term for which the property is leased</b>	Clause not completed with details of term or suitable cross-reference	Lease substantially defective – application will be rejected	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting appropriate details or cross-reference and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
<b>LR7 – Premium</b>	Where premium paid, clause not completed with relevant details	Requisition raised if other evidence shows premium paid	<ul style="list-style-type: none"> <li>▪ Amend lease by inserting details of premium and re-execute</li> <li>▪ Surrender lease and create a new compliant lease, or</li> <li>▪ Enter into deed of rectification</li> </ul>
<b>LR8 – Prohibitions or restrictions on disposing of this lease</b>	Neither or both appropriate statements included	No entry of any prohibition or restriction on disposals will be made under r 6 LRR 2003	<ul style="list-style-type: none"> <li>▪ Where the lease contains a provision prohibiting or restricting disposals, apply in form AP1, referring to relevant provision in lease to ensure entry is made in the register under r 6 LRR 2003</li> </ul>
<b>LR9 Rights of acquisition etc.</b>	No reference made to a relevant contractual right contained in lease	No entry will be made against affected title(s) in relation to the contractual right – person having benefit may be at risk (see also under <b>LR2</b> above)	<ul style="list-style-type: none"> <li>▪ Person with benefit of right applies separately in form <b>AP1</b> or AN1 or UN1 (as appropriate) to ensure appropriate entry is made in the register</li> </ul>

<b>LR10 – Restrictive covenants given in this lease by the Landlord in respect of land other than the Property</b>	Lease contains Landlord's restrictive covenants but these are not set out or referred to in clause LR10	No entry will be made against affected title(s) in relation to the Landlord's restrictive covenants (see also under <b>LR2</b> above)	<ul style="list-style-type: none"> <li>Tenant applies separately in form <b>AP1</b>, AN1 or UN1 (as appropriate) against relevant title(s) to ensure appropriate entry is made in the register</li> </ul>
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<b>LR11 – Easements</b>	No cross-reference made to provision in lease containing appurtenant and/or subjective easements	No entry will be made against affected title(s) in relation to the easements, so that they do not take effect at law – person having benefit may be at risk (see also under <b>LR2</b> above)	<ul style="list-style-type: none"> <li>Person with benefit of easements applies separately in form AP1 to ensure easements are substantively registered</li> </ul>
<b>LR12 – Estate rentcharge burdening the Property</b>	Lease includes provision creating estate rentcharge but no reference made to this in clause LR12	Rentcharge will not be registered nor will any entry of the burden of the rentcharge be made against new leasehold title	<ul style="list-style-type: none"> <li>Rentcharge owner applies separately in form AP1 to register rentcharge, or</li> <li>Rentcharge owner applies in form AN1 or UN1 if only wishes to note burden against leasehold title</li> </ul>
<b>LR13 – Application for standard form of restriction</b>	Lease contains application for a standard restriction but this is not referred to in clause LR13	No restriction will be entered in the register (see also under <b>LR2</b> above)	<ul style="list-style-type: none"> <li>Apply separately in form RX1 to register restriction</li> </ul>
	Clause LR13 used to apply for non-standard restriction	Clause LR13 may only be used to apply for standard form restrictions – Land Registry will take no action	<ul style="list-style-type: none"> <li>Apply separately in form RX1 to register restriction</li> </ul>
	Standard restriction referred to in clause LR13 requires additional evidence to be lodged (eg as to consent or entitlement to apply)	Restriction cannot be entered without evidence – requisition will be raised	<ul style="list-style-type: none"> <li>Lodge a statement following wording in appropriate panel on form RX1 and supply requisite evidence, or</li> <li>Conveyancer's certificate</li> </ul>

<b>LR14 – Declaration of trust where there is more than one person comprising the Tenant</b>	Clause omitted	Omission of clause permitted where only one Tenant. Where there is more than one Tenant, omission does not comply with LRR 2003 – Land Registry will enter Form A restriction by default	<ul style="list-style-type: none"> <li>▪ If Tenants hold as beneficial joint tenants, apply for restriction to be cancelled in form RX3, accompanied by evidence of holding of beneficial interest</li> </ul>
	Tenants hold as beneficial joint tenants but no/wrong statement included	Land Registry will enter Form A restriction	<ul style="list-style-type: none"> <li>▪ Apply for restriction to be cancelled in form RX3, accompanied by evidence as to holding of beneficial interest</li> </ul>
	Tenants hold as tenants in common but first statement made	No Form A restriction will be entered	<ul style="list-style-type: none"> <li>▪ Apply in form RX1 for entry of Form A restriction</li> </ul>