

Minutes for CLLS Land Law Committee meeting on 13 May 2026 at 12.30pm in person at Simmons & Simmons and via Teams

Attendees: Matt Hooton (Chair), David Hawkins (Vice Chair), Warren Gordon (Secretary), Nick Barnes, Andy Bruce, Chris Cartwright, Caroline DeLaney, David Horan, Simon Kenley, Paul Kenny, Omer Maroof, Anton Newton, Franc Pena and Alex Watt.

Apologies: Adrian Footer, Tom Goldsmith, Nick Harris, Kevin Hart (from the CLLS), Katherine Lang, Henry Moss, John Nevin, Julian Pollock, Laura Uberoi, Sarah Walker, Patrick Williams and Emma Willoughby.

Welcome: The Committee was delighted to welcome David Horan from Sidley as a new Committee member and looked forward to his contributions to the Committee's work.

1 Approval of Minutes for March 2026 Committee meeting

The Minutes were approved by the Committee and are on the CLLS website at [CLLS Land Law Committee Minutes - 18 March 2026](#).

2 Certificate of title – 2026 Update

The 2026 Update of the Certificate of title and ancillary documents has been published and can be found here [Precedent Documents](#).

3 Updating of the Committee's service charge provisions

The updated Committee's provisions for a shopping centre with separate provisions for offices have been published and can be found here [Precedent Documents](#).

4 Legislation for upwards only rent review ban

The legislation containing the upwards only rent review ban received Royal Assent on **29 April 2026**. This applies to leases of commercial property in England and Wales.

While the [English Devolution and Community Empowerment Act 2026](#) ("Act") has received Royal Assent, the ban will not come into force for some time and probably not until 2027.

Leases (including renewal leases) that are being entered into now are **not** caught by the ban, although the ban does have one significant retrospective impact where a lease (renewal or otherwise) is entered into pursuant to an arrangement such as an option or agreement **where the option or agreement is entered into on or after 17 March 2026**. The arrangement must be with an existing tenant (i.e. a tenant with an existing lease) and relate to the whole or a part of the property let under the existing tenancy.

For example, a lease is entered into on or after 17 March 2026 that includes an option to renew of the same premises.

- Any upwards only rent review in **that first lease** will be outside the ban (because the first lease has been entered into before the ban comes into force).

- Since the option is entered into on or after 17 March 2026, the lease **pursuant to the option** is caught by the ban.
- The effect of it being caught is that any mechanism for calculating the day-one rent in the option lease cannot be upwards only and is converted to an upwards or downwards review.
- Subsequent rent reviews in the option lease will also be caught by the ban (unless in the very unlikely event that the option lease itself is entered into before the ban comes into force).

For an arrangement (such as an agreement for lease) being entered into with a **new** tenant (who does not have an existing lease), provided that the arrangement is pre-ban, the lease pursuant to the arrangement will not be caught – it does not matter when the lease is entered into.

It seems likely that there will be a Government consultation on caps and collars and the extent to which they will be permitted, but there is no specific detail as yet on the context in which collars would be permitted. Since the Act prohibits collars, any change would likely have to be implemented by way of secondary legislation.

A civil servant at the relevant Government department sent an email saying that the higher of 2 reference amounts (such as indexation and market rent, each upwards or downwards) would be an effective mechanism. The email is not formal guidance and it is indicated that the Government may issue further guidance. Since indexation rarely falls, such a “higher of” mechanism would in effect create an upwards only mechanism which appears to run counter to the policy objective of the Act. It will be helpful for the Government to clarify the position in its forthcoming consultation, although ultimately a court is likely to look primarily at the wording of the Act.

The Committee noted that lease standards are currently not being updated because of the continuing uncertainty over what role collars might play.

Where relevant renewal arrangements are caught by the ban because they are entered into on or after 17 March 2026, consideration needs to be given to the mechanism for any day-one rent review and subsequent rent reviews in the option lease.

The Committee considered the following scenario where there is a 10-year lease entered into now, with an option to renew after 10 years (and so the option, a tenancy renewal arrangement under the Act, is entered into after 17 March 2026). The first lease is outside the ban and so the upwards only rent review after 5 years is valid. If the day-one rent provision for the new option lease is that the rent reserved at the end of the term of the first lease continues to be payable at the same amount for the option lease, the Committee’s view was that this would not fall foul of the ban (since there was no reference amount in Element 1 in Schedule 7B). If the day-one review for the option lease provided for an upwards or downwards indexation applied to the rent reserved at the end of the term of the first lease, the Committee’s view was that this would not fall foul of the ban (Element 1 refers to “the effect of inflation or any other index or multiplier on the rent under the existing tenancy”). The Committee’s views do not mean that the Act will necessarily be interpreted in this way and it is for the parties and advisors on a particular transaction to come to their own view on the application of the Act.

The Committee also highlighted the Act’s retrospective impact on the underlease rent provisions in leases that have already been entered into. Tenants with a valid upwards only rent review will still have a mismatch where the underlease cannot have an upwards only rent review.

5 Renters' Rights Act came into force on 1 May 2026

The *Renters' Rights Act 2025* ("RRA") came into force on **1 May 2026**.

Existing assured shorthold tenancies ("ASTs") are automatically converted to assured periodic tenancies ("APTs") with limited exceptions where a relevant notice for an AST was served before 1 May 2026. This means that the term under the APT will no longer be fixed. It will operate on a rolling monthly periodic basis, continuing unless and until it is terminated in accordance with the Housing Act 1988 (as amended by the RRA).

Landlords can no longer use a Section 21 ("no fault eviction") notice to terminate the tenancy. A Section 8 Notice, specifying a statutory possession ground is required under the Housing Act 1988 (as amended).

Landlords and letting agents are obliged to provide certain prescribed information by **31 May 2026** to tenants with an existing assured tenancy or AST.

For new tenancies granted on or after **1 May 2026**, they must be APTs; periodic with no fixed term. As above, the APT will operate on a rolling monthly periodic basis, continuing unless and until it is terminated in accordance with the Housing Act 1988 (as amended), using a Section 8 Notice. The prescribed information for new tenancies will usually be included in the new APT.

There is an important impact on how rents can be increased. Any market rent increase determined by the relevant tribunal will not be backdated, which is likely to encourage tenants to challenge landlord's proposed rent increases pursuant to a section 13 notice. The fee for a tenant to challenge is small. Court resourcing will be an issue in processing a potentially big increase in such challenges.

There are also important implications for PBSA. Lenders' loan documents may focus on borrowers having taken appropriate steps to comply with the RRA (such as service of relevant notices).

RE:UK has updated its [reuk-assured-periodic-tenancy-agreement-template.doc](#) and produced this guidance [Guidance on the Renters' Rights Act 2025 \(Final\)](#)

CPSE6 (which is for a property subject to residential tenancies) has been updated for the RRA.

6 CLLS Borrower's solicitors' undertakings document

The working group's project on updating the undertakings document [CLLS Real Estate Finance Solicitors Undertaking 2020 \(doc\)](#) is at an early stage, scoping out whether changes are required to what the undertakings should cover, in order to reflect the current market position. Emma Willoughby, Matt Hooton and Chris Cartwright have kindly agreed to be members of the group and other volunteers are very welcome.

The existing form of undertakings covers matters such as deeds, registering security, SDLT and notices (plus any existing Land Registry applications). The Committee discussed whether the document should deal with the movement of funds pre completion, the following being examples of common permutations:

- 1 Equity funds In from buyer to buyer's lawyer
- 2 Debt Funds In from buyer's lender to buyer's lawyer
- 3 Repayment of existing debt
- 4 Payment of balance of purchase price to seller

While movement of funds will vary for particular deals, the Committee considered that it would be helpful for the undertakings document to include a straightforward starting position for the movement of funds such as where the buyer does not have debt.

The Committee also briefly touched on the appropriateness or otherwise of undertakings re electronic deeds. While lenders might be allowed to bulk download the dataroom, the traditional deeds undertaking will remain appropriate for some time, because of the hybrid world of physical and electronic deeds.

It was considered appropriate for the undertakings document to exclude liability for individual solicitors, but not the firm (similar to clause 1.8 in the Certificate of title [CLLS-Certificate-of-Title-Eighth-Edition-2026-Update-and-Note-to-Users \(3\).pdf](#)).

7 Service charge clauses in sale contracts

The Committee agreed to have a new project this year to create a standard service charge reconciliation clause (and notes) for a property sale contract and also potentially service charge provisions for a share sale (of a property-owning company).

This is one of the more contentious contract provisions and the Committee considered that it would be helpful to try to arrive at a common position on such issues as service charge arrears, voids, prior years, approach based on tenancy by tenancy or all of the tenancies together.

Committee members were requested to send through their clauses to establish a good starting point. Many thanks to those members who have already sent through provisions. The standard would seek to recognise and address commonly encountered complexities inherent in dealing with the service charge regime.

The Committee would seek to use its new service charge provisions as the underpinning provisions for the contract clause.

Further volunteers are requested for the working group for this project.

The Committee has received positive feedback on having a project to create such a standard service charge reconciliation clause.

8 Requirement to register contractual control agreements

This requirement doesn't come into force for over a year, but the Government has recently published the relevant regulations and guidance and it is being discussed among the RE PSL community and with HM Land Registry.

The issue is that the Government wants to increase transparency in the land market. They are concerned that there are many land deals that do not transfer ownership but give a developer or promoter the right to control or benefit from future development. These arrangements are currently opaque to the public, local communities and local planning authorities making it harder to understand land use patterns or identify available land for development.

To deal with this, the Government will require the grantee of the right to provide HM Land Registry with information about the right.

The Provision of Information (Contractual Control) (Registered Land) Regulations 2026, currently in [draft form](#), will introduce a duty to provide prescribed information to the Land Registry within a specified timeframe about rights contained in certain land agreements such as an option, conditional

contract, pre-emption right, or certain rights associated with promotion agreements, where those agreements give a person the power to control how land is used or developed – such agreements oblige the owner of a “qualifying estate” (i.e. registered freehold or lease with at least 15 years remaining at the time of the creation of the right) to transfer the property or grant a lease of at least 15 years. The aim of this new process is to improve transparency over who holds control over land, short of legal ownership. The information does not include financial/price information in the agreement. Information is not required for restrictive covenants or overage agreements.

The Regulations will come into force on **6 April 2027**, but they also apply to certain agreements made between the date the Regulations are made (probably in the first half of 2026) and 6 April 2027. A small number of firms on the Committee are capturing or intend to start to capture relevant information for when the Regulations are made. Part of the information relates to determination, expiry or exercise of the contractual control right – law firms will not want to have any responsibility to disclose this and query whether the firm seeks to address this in their terms of engagement (either specifically or generically), or at the time that the firm is dealing with the particular agreement.

An important aspect that has featured recently is the apparent intention on the Government’s part for conveyancers to map the area affected on the Land Registry’s on-line mapping i.e. potentially having to free-draw boundaries on an OS map. There is the obvious difficulty of relating plans to what’s on the ground or legal boundaries, and lawyers should not be doing mapping.

Concern was raised among the Committee whether compliance teams at law firms will allow their staff to undertake these mapping requirements, and whether for that matter such activities will be covered by the firm’s PI insurance.

9 Committee’s meeting with HM Land Registry

The Land Registry have kindly agreed to join the September 2026 Committee meeting. As they have done before, the Committee, in advance, can send the Land Registry a list of questions/ areas to cover, to provide a framework for the discussion. A particular issue remains the delays in processing registration applications, especially historic ones and whether more resource can be directed at this logjam. There is also real concern about how the Land Registry will have the resources to deal with the new notifications for the contractual controls register and whether this extra task will only exacerbate the delays.

Committee members are still regularly encountering delays in the Land Registry taking the registration fee i.e. it is not being taken when the application is submitted, and this continues to cause problems for firms. There is also the issue with Land Registry not accepting QES (qualified electronic signing) where there is a mixed signing in counterpart – this will adversely impact on the wider adoption of QES.

The Committee is asked to highlight with Warren Gordon any particular issues that they want to raise with the Land Registry, especially issues not mentioned previously. See [Minutes-of-July-2025-CLLS-Land-Law-Committee-meeting.pdf](#) for the previous Committee meeting with the Land Registry.

10 CLLS’s LinkedIn sub-page for the Committee

David Horan kindly agreed to get involved with the CLLS’s LinkedIn sub-page for the Committee.

11 Approach to Green Lease Toolkit [PM Amends 15.05.2023 202304 GLT - consolidated draft clauses - V5 May 22-4](#) compared with [PM Amends 15.05.2023 202304 GLT - consolidated draft clauses - V5 May 22-4-1 \(betterbuildingspartnership.co.uk\)](#) (standing item)

The CLLS has been asked whether an “Other Useful Resources” section can be added to the Committee’s webpage, to highlight resources such as the Toolkit.

12 AOB

- **Law Commission project on the “Management of Housing Estates”** - Although the project is underway, it is at a relatively early stage. The project will be due to last for three years, after which the Law Commission intends to publish recommendations for reform. This project will consider how residents might be given greater control over the management of their housing estate. In particular, the project will consider whether the current right to manage regime, which is available to leaseholders in blocks of flats, could be adapted to apply to housing estates. So, the Law Commission is considering the introduction of a no-fault right for residents on estates to take over management (repairs, maintenance, insurance, gardening services, etc) from private management companies. Further details of the project are available on the Law Commission’s website here [Management of housing estates – Law Commission](#). The Committee decided not to be involved in this project, since it did not directly impact on the typical work of Committee members.
- The Committee was asked if it had come across landlords requiring in alienation provisions an obligation for an assignee or undertenant to be registered on the Companies House overseas entities register. The Committee had rarely encountered this.

13 Length of meeting: 1 hour 15 minutes

14 Dates for remaining 2026 meetings: 15 July, 23 September and 18 November, all at 12.30pm and hybrid in person/virtual.