

**Reprint**  
**as at 1 January 2008**

**Landlord and Tenant Act 1730**

Landlord and Tenant Act 1730: ceased to have effect as part of the laws of New Zealand, on 1 January 2008, pursuant to section 365(1) of the Property Law Act 2007 (2007 No 91).

Imperial Act 28

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**Note**

Changes authorised by section 17C of the Acts and Regulations Publication Act 1989 have been made in this eprint.

A general outline of these changes is set out in the notes at the end of this eprint, together with other explanatory material about this eprint.

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**An Act for the more effectual preventing frauds committed by tenants, and for the more easy recovery of rents, and renewal of leases.**

**2 On half a year's rent in arrear, landlord may re-enter serving a declaration of ejectment. When lessor in ejectment may recover judgment, etc. Not to bar the right of any mortgagee**

And whereas great inconveniencies do frequently happen to lessors and landlords, in cases of re-entry for nonpayment of rent, by reason of the many niceties that attend the re-entries at Common Law; and forasmuch as when a legal re-entry is made, the landlord or lessor must be at the expence, charge, and delay, of recovering in ejectment, before he can obtain the actual possession of the demised premisses; and it often happens that after such a re-entry made, the lessee or his assignee, upon one or more bills filed in a Court of Equity, not only holds out the lessor or landlord by an injunction, from recovering the possession, but likewise, pending the said suit, do run much more in arrear, without giving any security for the rents due, when the said re-entry was made, or which shall or do afterwards incur: For remedy whereof, be it enacted by the authority aforesaid, that in all cases between landlord and tenant, from and after the twenty-fourth day of June one thousand seven hundred and thirty-one, as often as it shall happen that one half year's rent shall be in arrear, and the landlord or lessor, to whom the same is due, hath right by law to re-enter for the nonpayment thereof, such landlord or lessor shall and may, without any formal demand or re-entry, serve a declaration in ejectment for the recovery of the demised premisses, or in case the same cannot be legally served, or no tenant be in actual possession of the premisses, then to affix the same upon the door of any demised messuage, or in case such ejectment shall not be for the recovery of any messuage, then upon some notorious place of the lands, tenements or

hereditaments, comprized in such declaration in ejectment, and such affixing shall be deemed legal service thereof, which service or affixing such declaration in ejectment, shall stand in the place and stead of a demand and re-entry; and in case of judgment against the casual ejector, or nonsuit for not confessing lease, entry and ouster, it shall be made appear to the Court where the said suit is depending, by affidavit, or be proved upon the trial, in case the defendant appears, that half a year's rent was due before the said declaration was served, and that no sufficient distress was to be found on the demised premisses, contervailing the arrears then due, and that the lessor or lessors in ejectment had power to re-enter; then and in every such case the lessor or lessors in ejectment shall recover judgment and execution, in the same manner as if the rent in arrear had been legally demanded, and a re-entry made; and in case the lessee or lessees, his, her or their assignee or assignees, or other person or persons claiming or deriving under the said leases, shall permit and suffer judgment to be had and recovered on such ejectment, and execution to be executed thereon, without paying the rent and arrears, together with full costs, and without filing any bill or bills for relief in equity, within six calendar months after such execution executed; then and in such case the said lessee or lessees, his, her or their assignee or assignees, and all other persons claiming and deriving under the said lease, shall be barred and foreclosed from all relief or remedy in law or equity, other than by Writ of Error, for reversal of such judgment, in case the same shall be erroneous, and the said landlord or lessor shall from thenceforth hold the said demised premisses discharged from such lease; and if on such ejectment verdict shall pass for the defendant or defendants, or the plaintiff or plaintiffs shall be nonsuited therein, except for the defendant or defendants not confessing lease, entry and ouster, then in every such case such defendant or defendants shall have and recover his, her and their full costs: Provided always, that nothing herein contained shall extend to bar the right of any mortgagee or mortgagees of such lease, or any part thereof, who shall not be in possession, so as such mortgagee or mortgagees shall and do, within six calendar months after

such judgment obtained, and execution executed, pay all rent in arrear, and all costs and damages sustained by such lessor, person or persons intitled to the remainder or reversion as aforesaid, and perform all the covenants and agreements, which on the part and behalf of the first lessee or lessees are and ought to be performed.

**4 Tenant paying all rent with costs, proceedings to cease**

Provided always, and be it further enacted by the authority aforesaid, that if the tenant or tenants, his, her or their assignee or assignees, do or shall at any time before the trial in such ejectment, pay or tender to the lessor or landlord, his executors or administrators, or his, her or their attorney in that cause, or pay into the Court where the same cause is depending, all the rent and arrears, together with the costs, then and in such case, all further proceedings on the said ejectment shall cease and be discontinued; and if such lessee or lessees, his, her or their executors, administrators or assigns, shall, upon such bill filed as aforesaid, be relieved in equity, he, she and they shall have, hold and enjoy the demised lands, according to the lease thereof made, without any new lease to be thereof made to him, her or them.

**5 Method of recovering seck rents, etc**

And whereas the remedy for recovering rents seck, rents of assize and chief rents, are tedious and difficult, be it therefore enacted by the authority aforesaid, that from and after the twenty-fourth day of June one thousand seven hundred and thirty-one, all and every person or persons, bodies politick and corporate, shall and may have the like remedy by distress, and by impounding and selling the same, in cases of rents seck, rents of assize and chief rents, which have been duly answered or paid for the space of three years, within the space of twenty years before the first day of this present Session of Parliament, or shall be hereafter created, as in case of rent reserved upon lease; any law or usage to the contrary notwithstanding.

**6 Chief leases may be renewed without surrendering all the under leases**

And whereas many persons hold considerable estates by leases for lives or years, and lease out the same in parcels to several under tenants: and whereas many of those leases cannot by law be renewed without a surrender of all the under leases derived out of the same, so that it is in the power of any such under tenants to prevent or delay the renewing of the principal lease, by refusing to surrender their under leases, notwithstanding they have covenanted so to do, to the great prejudice of their immediate landlords the first lessees: For preventing such inconveniencies, and for making the renewal of leases more easy for the future, be it enacted by the authority aforesaid, that in case any lease shall be duly surrendered in order to be renewed, and a new lease made and executed by the chief landlord or landlords, the same new lease shall without a surrender of all or any the under leases be as good and valid to all intents and purposes as if all the under leases derived thereout had been likewise surrendered at or before the taking of such new lease; and all and every person and persons in whom any estate for life or lives or for years, shall from time to time be vested by virtue of such new lease, and his, her and their executors and administrators, shall be intitled to the rents, covenants and duties, and have like remedy for recovery thereof, and the under lessees shall hold and enjoy the messuages, lands and tenements, in the respective under leases comprised, as if the original leases, out of which the respective under leases are derived, had been still kept on foot and continued, and the chief landlord and landlords shall have and be intitled to such and the same remedy, by distress or entry in and upon the messuages, lands, tenements and hereditaments comprised in any such under lease, for the rents and duties reserved by such new lease, so far as the same exceed not the rents and duties reserved in the lease out of which such under lease was derived, as they would have had in case such former lease had been still continued, or as they would have had in case the respective under leases

had been renewed under such new principal lease; any law,  
custom or usage to the contrary hereof notwithstanding.

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## **Notes**

### ***1 General***

This is an eprint of the Landlord and Tenant Act 1730. It incorporates all the amendments to the Act as at 1 January 2008. The list of amendments at the end of these notes specifies all the amendments incorporated into this eprint since 3 September 2007. Relevant provisions of any amending enactments that contain transitional, savings, or application provisions are also included, after the Principal enactment, in chronological order.

### ***2 About this eprint***

This eprint has not been officialised. For more information about officialisation, please see “Making online legislation official” under “Status of legislation on this site” in the About section of this website.

### ***3 List of amendments incorporated in this eprint (most recent first)***

Property Law Act 2007 (2007 No 91): section 365(1)

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