



BRIEFING PAPER

Number 8560, 14 December 2020

Freehold covenants

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Summary

Freehold land can be either registered (at HM Land Registry) or unregistered (i.e. the owner of the land will have in their possession a bundle of deeds). Freehold land can be affected by any of the following third-party interests:

- easements
- restrictions
- notices
- mortgages
- covenants

Freehold covenants are a type of contractual promise concerning land.

Restrictive covenants can be enforced against future owners of the land, in contrast to **positive** covenants which can only be enforced against the person who made the promise.

A **restrictive covenant** (also known as a negative covenant) consists of an agreement in a deed that one party will restrict the use of its land in some way for the benefit of another's land. For example, a restrictive covenant might:

- limit possible uses of the land (e.g. to residential purposes only);
- prohibit trades or businesses operating on the land;
- forbid undesirable activities or potential nuisances;
- restrict the number or type of buildings that can be erected, or require observance of a building line, or restrict the height of new buildings.

A **positive covenant** imposes an obligation to carry out some positive action in relation to land or requires expenditure of money. For example, a positive covenant may require:

- works of repair or maintenance.
- erection of buildings or boundary fences.

This distinction between positive and restrictive covenants is important. The burden (i.e. the obligation to observe a covenant) does not generally bind successors in title where a covenant is positive in nature, but it may do so if the covenant is restrictive.

This Library briefing paper deals only with freehold covenants (not leasehold covenants, which operate under a wholly different legal regime). The term 'land' is used throughout out this Paper to denote all freehold property.

1. What is meant by registered and unregistered land?

Covenants are registered differently depending on whether it is registered or unregistered freehold land. An [online search](#) of HM Land Registry will reveal whether a specific property or piece of land is registered or unregistered.

Briefly, there are two parallel systems for recording ownership of land in England and Wales; registered and unregistered. Since 1990 it has been compulsory when buying unregistered land to apply to have the land registered within 2 months of a sale completing. Other transactions which result in a change of ownership and therefore trigger a requirement to register include:

- gifts of land; or
- assents by personal representatives

HM Land Registry maintains a register of all registered land, which is indexed on a map. Each property has its own unique number and individual register. Each individual register includes three sections, namely:

- **Proprietor Register**, which contains ownership information.
- **Property Register**, which contains a description of the property linked to a map.
- **Charges Register**, which contains details of any mortgages or charges affecting the property.

Registered land

A property's individual register will also show other information which affects the property, including third party interests. Restrictive covenants are either recorded in the Charges Register of the Official Copies or else in a separate document held by the Land Registry, in which case that document will be referenced in the Charges Register as containing covenants. Collectively, all this information is known as "title information". On request, and for a fee, the Land Registry will supply an official copy of the register for a specific property that is registered with them.

Lack of registration does not mean that a piece of land is not owned; owners of unregistered land will have a bundle of paper deeds, which form a record of previous sales, mortgages and other dealings with the land. It can be difficult to ascertain who owns unregistered freehold land as there are no central records of ownership to search, of course, local knowledge may help or the relevant local authority.

Unregistered land

2. The nature of covenants

Box 1: Positive and restrictive covenants

A positive covenant: a positive covenant imposes an obligation to carry out some positive action in relation to land. Examples of positive covenants include those requiring:

- Expenditure of money
- Works of repair or maintenance
- Erection of buildings or boundary fences
- Payment of money in the event of planning consent being granted.

A restrictive covenant (sometimes referred to as a negative covenant): restricts the use and enjoyment of the land. Examples include covenants that:

- Limit possible uses of the land (e.g. restrict it to residential purposes only).
- Prohibit certain trades or businesses.
- Restrict the number or type of buildings that can be erected on a plot of land.
- Require observance of a building line.
- Restrict the height of new buildings.

The Law Commission defines “freehold covenants” as a type of contractual promise concerning land, some of which can be enforced against future owners of the land, rather than just against the person who made the promise.¹

Covenants are genetically different from easements² and profits à prendre,³ because they cannot exist as legal interests in land.⁴ Covenants are contractual rights, although restrictive covenants have a hybrid status in that they can be made to bind a purchaser of land.

Generally, a **positive covenant** requires the covenantor to perform a positive act or to spend money in order to comply with the covenant (see **Box 1** above). Positive covenants are obligations to do something, for example, erect a wall or contribute to a maintenance fund. Importantly, the **burden of a positive covenant does not run with the land**, meaning that obligations cannot be passed to successive owners; only the original covenantor is bound by a positive covenant.

Positive covenants

¹ The Law Commission (LAW COM No 327), “[Making Land Work: Easements, Covenants and Profits à prendre](#)”, 7 June 2011 (HC 1067), [online] (accessed 14 December 2020)

² **Easements** are rights enjoyed by a landowner over another person’s land. A **positive easement** (such as a right of way) involves a landowner going onto or making use of something in or on a neighbour’s land.

³ **Profits à pendre** are rights to take natural products from someone else’s land, such as grass for grazing, or fish

⁴ While an easement may be legal or equitable, depending on its characteristics and the way it was created, a restrictive covenant cannot exist as a legal interest in land; it will always be an equitable interest

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Restrictive covenants affecting freehold land consists of an agreement in a deed that one party will restrict the use of its land in some way for the benefit of another's land (see **Box 1** above). Importantly, the restrictive covenant may be enforceable by one party's successors in title against the other party's successors in title, as well as between the original contracting parties.

Covenants are usually contained in the same document that transfers ownership of a property from a seller to a buyer (so a TR1/TR2 document (transfer of whole) or a TP1/TP2 document (transfer of part) or, prior to these documents becoming compulsory, a conveyance or transfer). Covenants are often imposed by a developer when a property is built or by a seller who is selling part of his/her land and retaining the remainder.

However, a covenant can be created at any time by separate deed (known as a Deed of Covenant), signed by the covenantor (though not necessarily by the covenantee). The deed is then protected by an entry of a notice on the register of title in respect of registered land.

Restrictive (or
negative) covenants

3. How to ascertain if a restrictive covenant exists

3.1 Burden of the covenant

The steps to be taken to ascertain whether freehold land is subject to the burden of a restrictive covenant varies according to when the covenant was created and whether the land is registered or unregistered (see section 1 of this paper).

Restrictive covenant created before 1 January 1926

It should be possible to establish the existence of a restrictive covenant created before 1 January 1926 from one of the following documents:

- Abstract
- Epitome
- Title register or other title documents

However, the burden of the covenant does **not** bind a buyer for value in good faith **without** notice of the covenant. Notice may be actual, constructive; or imputed.

Restrictive covenant created on or after 1 January 1926

Unregistered land

In respect of unregistered land, the restrictive covenant should have been registered as a Class D(ii) Land Charge at the time the covenant was given, against the name of the owner of the burdened land. The registration is deemed to constitute actual notice from the date of registration whether or not the buyer actually searches the Land Charges register.⁵

Registered land

If the restrictive covenant was created **before 13 October 2003**, it should have been protected as a minor interest at the time the covenant was given, by the registration of a notice in the Charges Register of the burdened land.⁶ Any subsequent variation of the covenant, or any modification by the Upper Tribunal (Lands Chamber), should also have been properly noted.

Since 13 October 2003, a restrictive covenant must be protected by a notice in the Charges Register of the burdened land.⁷ A person with the benefit of a restrictive covenant can apply to the registrar for either of the following entries to be registered:

- an agreed notice; or

⁵ [Section 198\(1\)](#) Law Property Act 1925

⁶ [Section 50](#), Land Registration Act 1925

⁷ [Section 32\(1\)](#) Land Registration Act 2002 and [rule 84\(1\)](#) Land Registration Rules 2003

- a unilateral notice

The effect of both types of notice is to give priority to the restrictive covenant against a subsequent registered disposition made for valuable consideration, provided the covenant is valid.

3.2 Benefit of the restrictive covenant

Assuming the existence of a restrictive covenant is established, the next step is usually to ascertain who has the benefit of it. Again, the steps involved depends on whether the benefitting land is registered or unregistered land.

Unregistered land

If the benefitting land is unregistered, the existence of the benefit is ascertainable only from a detailed examination of the title deeds and replies to pre-contract enquiries.

Registered land

Even if the benefitting land is registered, the benefit of the covenant is **not** usually registered against the benefitting registered title. The existence of the benefit may instead be ascertained through obtaining official copies of the title registers for neighbouring properties, believed to be subject to the burden of the covenant and from replies to pre-contract enquiries.

However, in the following limited circumstances the registration of the benefit may have occurred:

- HM Land Registry was requested to make an entry on the title of the benefitting land stating that a restrictive covenant was “expressed to be for the benefit” of the land; or
- there was a building scheme or scheme of development.

3.3 Indemnity insurance

It may not be possible to ascertain who has the benefit of the restrictive covenant (e.g. if the covenant is old or the land has been divided-up and sold on in parts). In some cases, successors in title may obtain indemnity insurance to protect against the risk of a person with the benefit of a restrictive covenant seeking to enforce it.

4. Enforceability of covenants

4.1 Overview

Covenants can often be expressed in ambiguous terms, so the meaning and effect of a covenant must be carefully considered (for example, is it genuinely restrictive in nature).⁸

Since a covenant (positive and restrictive) is essentially a contract between the covenantor (the owner of the burdened land) and the covenantee (the owner of the land which takes the benefit), it will always be enforceable as between the **original** covenantor and covenantee.

In respect of successors in title, the general rule is that the burden of a positive covenant does not “run with the land” at common law or in equity (though there are limited exceptions in relation to common law).

In contrast, a restrictive covenant on freehold land can continue to be enforceable against successors in title if both the benefit and the burden “runs with the land” at common law and in equity. In other words, if the benefit of the covenant runs in common law, but the burden only runs in equity (or vice versa) the covenant will not be enforceable.

A positive covenant does not run with the land at common law or in equity.

A restrictive covenant can bind successors in title.

4.2 Enforcing a positive covenant

A seller whose land is subject to a positive covenant (such as maintaining a wall or fence) must use a conveyancing device to make the burden of the covenant ‘run’ with the land. The devices commonly used are as follows:

- Compulsorily renewed covenants. The seller of land bound by a positive covenant acquires from the buyer a new covenant in favour of the covenantee (i.e. the person with the benefit of the covenant). This approach results in a new covenant directly enforceable by the covenantee.⁹ The process is repeated on each subsequent sale. The main disadvantage is that if the property frequently changes ownership, it can create a long paper trail.
- A chain of covenants. On each sale of the land an indemnity covenant is obtained in favour of the seller. The indemnity covenant is directly enforceable by the seller against his/her successor and can be relied on if the covenantee seeks to enforce against the original maker of the promise. The main disadvantage with this approach is that the chain of personal covenants is easily broken. Even where the chain is complete, enforcement is indirect and (notionally at least) involves damages passing down the ‘chain’.
- An estate rentcharge with a right of entry. If the positive covenant is not performed, the rentcharge owner may enter the land, carry out the works and recover the costs from the defaulting

⁸ [Tulk v Moxhay \[1848\] EWHC Ch J34](#)

⁹ The obligation to obtain a new covenant is usually protected by entering a **restriction on title** so that registration will not occur before the covenantee is satisfied that the new covenant is in place

landowner or occupier. This draconian method is rarely used in practice.

As outlined in section 7 of this paper (see below), the Ministry of Justice is in the process of preparing a draft Law of Property Bill in response to recommendations made in the Law Commission's report, [Making Land Work: Easements, Covenants and Profits à Prendre](#). An important aim of the Bill is to make it easier to create long term arrangements for the enforcement of freehold positive covenants against successors in title.

4.3 Enforcing a restrictive covenant

Box 2: Overview of enforcing a restrictive covenant

The fact that a restrictive covenant exists does not mean that it is enforceable by the beneficiary. To be enforceable a restrictive covenant must:

- Firstly, "**touch and concern**" or somehow benefit other land, and the benefit must also have been intended to run with that benefitting land. The covenant cannot merely be a covenant of personal benefit to the original contracting party. It also cannot be a covenant securing a money payment obligation.
- Secondly, the beneficiary must "**actually own**" the benefitting land.
- Thirdly, the **restrictive covenant must be clear**. If it is ambiguous because the wording or benefitting land is unclear, or if future events were not anticipated when the covenant was originally drafted (such as a company being dissolved), then it can be an unenforceable restrictive covenant.
- Fourthly, if the benefitting land has ever been in **common ownership** with the burdened land for any period of time since the covenant was imposed then the restrictive covenant will not be enforceable.
- Finally, the benefit of the restrictive covenant must pass to the beneficiary by "**annexation**", "**assignment**" or "**scheme of development**".

Ultimately, it is the responsibility of the beneficiary of a restrictive covenant to ensure the covenant is properly adhered to, otherwise it might become obsolete. In the event of dispute, the Upper Tribunal (Lands Chamber) and, ultimately, the court might become involved in enforcing a restrictive covenant.

At common law

As outlined in **Box 2** above, for the **benefit** of a restrictive covenant to run with the land at common law, certain requirements must be met:

- The covenant must "touch and concern" the land of the covenantee. This means that the covenant must be capable of benefiting any owner of the land and not just be a personal benefit to the current owner.
- The covenantee must own the legal estate in the land to be benefited when the covenant is made.
- The successor of the covenantee must be the legal owner of the land which benefits.

- The original parties must have intended that the covenant should run with the covenantee's land (this should be clear from the wording of the covenant).

It should also be noted that under the rule in [Halsall v Brizell \(1957\)](#), also known as the **doctrine of mutual benefit and burden**, a person cannot continue to take the benefit of a covenant without subscribing to the obligations under it. For example, if a deed of covenant grants the owner of a property the right to use a private road but requires a contribution towards its maintenance, then the owner cannot exercise the right to use the road without making this contribution.

In Equity

If a restrictive covenant cannot be enforced under common law rules then it may still be enforceable under equitable rules. It was established in the case of [Tulk v Moxhay \[1848\]](#) that the burden of a covenant can run in equity provided the following conditions are met:

- The covenant must be restrictive (i.e. negative). This means that it must prevent an action rather than compel an action to be performed.
- There must be a benefited and a burdened land and the two must be "reasonably close together" (i.e. in close enough proximity for the benefited land to be genuinely adversely affected by a breach).
- The restrictive covenant must "actually" benefit the benefiting land. In the case of [Re Gadd's Land Transfer \[1966\]](#) it was established that a benefit must be, "something affecting either the value of the land or the method of its occupation or enjoyment".
- The original parties must have intended for the burden to run with the land. Unless the wording of the Deed of Covenant contains an express term to the contrary it will be assumed that the burden was intended to run. This is confirmed by s79(1) of the [Law of Property Act 1925](#).
- The purchaser of the burdened land must have had **notice** of the restrictive covenant before buying the land. In respect of unregistered land, if the covenant was created after 1 January 1926 then to be binding it must have been registered as a Class D(ii) Land Charge. If the covenant is registered in this way then the purchaser is deemed to be aware of it even if he did not actually search the Land Charges register prior to his purchase (s198 [Law of Property Act 1925](#)).

For covenants relating to unregistered land created before 1 January 1926 a purchaser of burdened land will be bound unless he is an "arm's length purchaser for value" (i.e. he is not 'connected' to the seller and pays more than a nominal sum for the land) and he has no notice of the covenant. This can either be expressed notice, implied, or imputed.

In respect of registered land, a restrictive covenant must be protected by the entry of a notice in the register to be binding.

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The law on enforcing a restrictive covenant is extremely complex requiring proper legal advice based on a full appraisal of the facts.

5. Breach of a covenant

5.1 Breach of a positive covenant

The implications of breach of a positive covenant for the owner of the benefitting land vary according to the type of obligation. For example, failure to repair a wooden fence may arguably be less of a problem than failure to contribute to the cost of maintaining a shared accessway.

Having established a breach, the benefitting owner must seek a remedy. As positive covenants are enforceable between the original parties to the contract, there is a small body of law concerning specific performance and assessment of damages. An order for specific performance would require, in the case of a covenant to maintain a fence, the defendant to carry out the work. An award of damages might be based on the cost to the claimant of carrying out the work. In cases where there is a financial obligation, a positive covenant might be enforced by a court order to pay the sum of money.

5.2 Breach of a restrictive covenant

At common law, the remedy for breach of a restrictive covenant is damages. However, in practice, a person with the benefit of a restrictive covenant is likely to want the breach stopped, if not by agreement then by injunction, and equitable relief may be sought.

Following the case of [Gafford v Graham \[1998\] EWCA Civ 666](#), the court can refuse to grant an injunction where the party with the benefit of the covenant has delayed seeking its enforcement.

In cases where an injunction could be granted, the court has the discretion to award damages in lieu where all the following apply:

- The injury to the claimant's rights is small.
- The value of the injury can be calculated in monetary terms.
- The injury can be adequately compensated by a small money payment.
- It would be oppressive to grant an injunction.¹⁰

¹⁰ [Jaggard v Sawyer \[1994\] EWCA Civ 1](#)

6. Release or variation of a restrictive covenant

As a first step, the meaning and effect of a covenant must be carefully considered to see if it is genuinely restrictive in nature.

6.1 Obtain consent/release

In some cases, it may be possible to negotiate a variation or release of a restrictive covenant. Of course, in agreeing to vary or release the land from the burden of the restrictive covenant, the beneficiary may request compensation.

For a restrictive covenant to be released, persons who have the benefit of the covenant must join in a deed with the owner of land burdened by that covenant, effectively releasing the land from the burden.

6.2 Application to the Upper Tribunal (Lands Chamber)

Box 3: Application to the Lands Chamber of the Upper Tribunal

Under section 84 of the [Law of Property Act 1925](#), an application can be made to the Lands Chamber of the Upper Tribunal for the waiver, discharge or modification of restrictive covenants.

It is also possible to make an application to the Upper Tribunal to remove a restrictive covenant that has become **obsolete** because of changes in the character of the burdened land or neighbourhood or for any other material reason.

If agreement cannot be reached with the beneficiaries of a restrictive covenant, an application might be made to the Upper Tribunal (Lands Chamber) for the modification or discharge of a restrictive covenant (see **Box 3**). Statutory rules prescribe which of those people with an interest in land affected by a restriction are entitled to apply to the **Upper Tribunal**.

Usually, an application to discharge or modify a restrictive covenant can only be made if the covenant is obsolete or if the covenant:

- impedes the reasonable use of land; and
- does not secure for the beneficiaries any practical benefits of substantial value or advantage to them or is contrary to the public interest; and
- any loss or disadvantage caused to the beneficiaries can be adequately compensated with money.

An applicant for the modification or discharge of a restrictive covenant must establish one ground against everyone who benefits from that restriction. It is not appropriate for the applicant to establish one ground against some of the beneficiaries and another ground against others.

Even if one of the grounds is made out, the making of an order is discretionary.

It is possible that the Upper Tribunal might order the removal of the restrictive covenant on the basis it is obsolete due to:

- changes in the character of the burdened land;
- changes in the character of the neighbourhood; or
- other material circumstances.

If the Upper Tribunal wholly releases the covenant, the Land Registry will ordinarily cancel the entry relating to the covenant completely from the register of the burdened title. If the restrictive covenant has come to an end only in part or the release is qualified in any way, the Land Registry will not cancel the restrictive covenant entry from the register of the burdened title. Instead, an appropriate entry will be made in the register expressing the part release, or other qualification.

Applicants should be aware that the Upper Tribunal has the authority to order the applicant to pay compensation to the person entitled to the benefit of the covenant for one, but not both, of the following:

- Any loss or disadvantaged suffered because of the discharge or modification of the covenant.
- To make up for any reduction in the price received for the land due to the imposition of the covenant.

If compensation to beneficiaries of the covenant is awarded, no modification or discharge will take effect until this compensation is paid.

Finally, it should be noted that an application to the Upper Tribunal is often a lengthy process. Even if no objections are raised, an application can take several months and much longer in a disputed case.

6.3 Final Word

Land law is highly technical. Any dispute regarding the existence or enforcement of a covenant (positive or restrictive) requires proper legal advice based on a full appraisal of the facts and all relevant documents.

7. Possible reform

7.1 Background

The Law Commission published a [consultation paper](#) on 19 February 2008,¹¹ in which it described “a complex web of rights and obligations that link different parcels of land, and their owners, together”. Three of those are easements,¹² profits à prendre¹³ and covenants.¹⁴ According to the Law Commission, “over three quarters of freehold properties are affected by one or more of these rights, but the law governing them is ancient, complex and causing problems for many legal practitioners and property owners alike”.¹⁵ The consultation sought views on the proposals to “modernise and simplify the law underpinning these rights, removing anomalies, inconsistencies and unnecessary complications where they exist” and introducing a modern registration system.¹⁶

The Law Commission’s final report, [Making Land Work: Easements, Covenants and Profits à Prendre \(Law Com No 327\)](#), was published on 8 June 2011 together with a draft Bill and [impact assessment](#).¹⁷ With regard to the law relating to freehold covenants, the Law Commission drew attention to the fact that as things stand the burden of positive covenants cannot run with the land. The Law Commission examined the arguments for and against reversing that position, putting positive covenants on the same footing as restrictive covenants while transforming both into “legal interests in land”. The report concludes with the Law Commission recommending that reform (see below).

During the Queen’s Speech on 18 May 2016, it was announced that the Government would bring forward proposals to respond to the recommendations of the Law Commission’s report, with a view to introducing a draft Law of Property Bill. In its [Housing White paper](#), published on 7 February 2017, the Government reiterated this intention:

“The Government also intends to simplify the current restrictive covenant regime by implementing the Law Commission’s recommendations for reform and will publish a draft Bill for consultation as announced in the Queen’s Speech”.¹⁸

¹¹ The Law Commission Consultation Paper No 186, “[Easements, Covenants and Profits à prendre – A Consultation Paper](#)”, 19 February 2008, [online] (accessed 14 December 2020)

¹² **Easements** are rights enjoyed by a landowner over another person’s land. A **positive easement** (such as a right of way) involves a landowner going onto or making use of something in or on a neighbour’s land.

¹³ **Profits à prendre** are rights to take natural products from someone else’s land, such as grass for grazing, or fish

¹⁴ The Law Commission (LAW COM No 327), “[Making Land Work: Easements, Covenants and Profits à prendre](#)”, 7 June 2011 (HC 1067), [online] (accessed 14 December 2020)

¹⁵ Ibid

¹⁶ Ibid

¹⁷ Law Commission, [Impact Assessment of the Law of Property Bill](#) [2011], IA No. LAWCOM0008, June 2011, [online] (accessed 14 December 2020)

¹⁸ Ministry of Housing, Communities & Local Government, “[Housing White Paper](#)”, 7 February 2017, [online] (accessed 14 December 2020)

7.2 Law Commission's recommendations

In its 2011 [report](#) (and draft Bill) the Law Commission made the following recommendations to reform the use of freehold covenants:

- the introduction of a new legal interest in land, called a “**land obligation**”; and
- all future covenants both positive and restrictive should take effect as land obligations.

The draft Bill defines “land obligations” functionally, as:

“[...] obligations to do something on one’s land or on a boundary structure or to make a payment in return for the performance of another obligation. There would be no requirement that they be drafted as covenants or that particular words be used in their creation.”

Importantly, land obligations (both positive and negative obligations) would be able to bind successors in title. They would also be registrable, so to make publicly available the details of the land that they burden and benefit.

Part 6 of the report examines the provisions of the draft Bill that would put into effect the Law Commission’s recommendations, together with some further material on the registration and enforceability of land obligations. An extract is reproduced below:

Two important features will be obvious within Part 6: first, we have moved away from some of the detail proposed in the Consultation Paper. **We do recommend the creation of a new legal interest, but we have aimed to make that interest structurally as close as possible to other legal interests in land.** So far as creation and enforceability are concerned, land obligations would behave very much as an easement does, rather than having new and purpose-built requirements and formalities. But it would not be possible for land obligations to arise by prescription or implication.

Secondly, existing restrictive covenants, and the law that relates to them, remain exactly as they are. We have made it a high priority not to disturb existing rights and obligations.¹⁹

In Part 7 of the report, the Law Commission recommends consequential reform to the jurisdiction of the Lands Chamber (see below).

7.3 New powers for the Lands Chamber

As already mentioned, the Lands Chamber of the Upper Tribunal (previously the Lands Tribunal) can currently discharge or modify restrictive, but not positive, covenants, where the applicant can show that one of the grounds set out in [section 84](#) of the *Law of Property Act 1925* applies. For example, possible grounds might be that the covenant has become obsolete, or that it impedes reasonable use or development of the land.

¹⁹ The Law Commission (LAW COM No 327), “[Making Land Work: Easements, Covenants and Profits à prendre](#)”, 7 June 2011 (HC 1067), [online] (accessed 14 December 2020)

In its 2011 [report](#), the Law Commission recommended that the Lands Chamber's jurisdiction should be extended to allow them to deal with the proposed new land obligations (i.e. positive and negative obligations) in the same way as restrictive covenants are currently dealt with.

7.4 Current position

According to its [Annual Report 2019-20](#), the Law Commission is providing support to the Government in preparing a draft Law of Property Bill with a view to its implementation.

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