



COMMERCIAL LANDLORD GUIDE

Commercial Lease Forfeiture

A practical guide for landlords seeking to recover commercial premises after rent arrears or another lease breach.

Next Day

Attendance may be available on the next working day for complete instructions accepted before 3pm, subject to review, payment arrangements, location and availability.

LEGAL CHECKS | WAIVER | PROCESS | PRACTICAL CHECKLIST

England and Wales | Updated September 2026

THE REMEDY

What is commercial lease forfeiture?

Forfeiture is the landlord's termination of a lease after a valid right of re-entry has arisen. Its purpose is to recover possession and bring the lease to an end, subject to the possibility that the tenant or another interested party may later apply to the court for relief from forfeiture.

Where the six essential checks in this guide are met, peaceable re-entry is the intended route. It allows the landlord to recover possession without first obtaining a possession order. Court proceedings remain available for cases that are not suitable for peaceable re-entry.

A lock change is not the legal test

Changing the locks may complete the physical re-entry, but it does not create a right to forfeit. The written lease, the event relied upon, the contractual trigger, the landlord's conduct, occupation and any legal restrictions must all support a presently exercisable right before attendance.

Why a court order may not be required

Where a valid and unwaived right to forfeit a wholly commercial lease has arisen and the six checks are met, UK Bailiffs will plan peaceable re-entry as the intended route. The landlord may recover possession without first issuing a court claim, with attendance arranged for a time when the premises are expected to be unoccupied.

Peaceable re-entry

A coordinated enforcement agent and locksmith attendance at unoccupied commercial premises, supported by lease review, evidence, notices, a secure lock change and documented handover.

Court proceedings

May be preferable where the right is disputed, the premises are occupied, residential use exists, entry cannot remain peaceable or the landlord requires a possession order.

UK Bailiffs' operating position

Once the six checks are satisfied and the instruction is accepted, we coordinate the enforcement agent and locksmith, plan attendance and carry out the peaceable re-entry. We do not use or threaten violence to secure entry. Attendance is planned when the premises appear unoccupied and is aborted if anyone is present, returns or objects.

ELIGIBILITY

The essential forfeiture checks

These six checks establish whether the instruction is suitable. Where all six are met, peaceable re-entry is the intended route and the attendance can be planned.

1	Written commercial lease	The signed lease and every relevant variation must be available for review.
2	Right of re-entry	The lease must contain a forfeiture or re-entry provision covering the event relied upon.
3	Trigger has occurred	Any contractual grace period, notice requirement or other condition must have been satisfied.
4	Established breach	The arrears, covenant breach, insolvency event or other lease event must be evidenced accurately.
5	No waiver	The landlord's demands, payments, communications and other conduct must not have waived the relevant right to forfeit.
6	Commercial occupation	The premises must be commercial and the occupation and any residential, subtenant or third-party interests must be disclosed.

Cases requiring solicitor confirmation

Obtain specialist advice where the landlord's right to forfeit is disputed, the tenant is in an insolvency process, the premises are residential, or the premises have mixed commercial and residential use.

Relief from forfeiture

Forfeiture is not necessarily irreversible. The tenant, an underlessee or another qualifying interested party may seek relief from the court. The court may restore the lease on terms, particularly where arrears and costs are paid or a breach is remedied. The landlord should therefore preserve a clear evidential record and avoid treating the outcome as immune from challenge.

THE BREACH

Rent arrears and other breaches

The route depends on what has happened. Non-payment of rent and other covenant breaches should not be treated as if they have identical notice requirements.

NON-PAYMENT OF RENT	OTHER LEASE BREACHES
Lease provision The right and contractual trigger must arise under the lease. Section 146 Section 146 does not generally govern forfeiture for non-payment of rent. Evidence Review the rent statement, due dates, demands, credits, payments and communications. No universal arrears threshold Unlike CRAR, forfeiture does not have a general seven-days'-rent minimum. The lease wording matters.	Section 146 notice For many non-rent breaches, a compliant notice is required before forfeiture. Notice content It must specify the breach, require remedy where capable of remedy and require monetary compensation where appropriate. Reasonable time The tenant must then be allowed a reasonable time to comply. Evidence The breach, service, time allowed and failure to comply must be documented.

Section 146 does not itself end the lease

A Section 146 notice is normally a preparatory step. It gives the tenant formal details of the breach and the required response. If the breach is remedied within the permitted time, the right to forfeit on that basis may not become exercisable. Notice validity and whether a breach is capable of remedy can require legal advice.

Insolvency and specified lease events

A lease may identify administration, liquidation or another event as a forfeiture trigger, but insolvency moratoriums and statutory restrictions may prevent or condition enforcement. Do not instruct a lock change solely because an insolvency event appears in the lease.

LANDLORD CONDUCT

Waiver: the risk that can stop forfeiture

A landlord may lose the right to forfeit for a particular breach by waiving it. In broad terms, waiver may arise where the landlord knows of the breach and then unequivocally treats the lease as continuing.

Conduct requiring review

Rent demands, acceptance of payments, payment arrangements, correspondence, service-charge activity, negotiations and other dealings after knowledge of the breach may be relevant.

Timing and context matter

Not every communication or payment has the same effect. The breach relied upon, when sums accrued, when knowledge arose and the precise landlord conduct must be considered together.

Do not create the problem while preparing the solution

If forfeiture is being considered, pause routine demands and payment decisions until the position has been reviewed. A managing agent, accounts team or automated rent system can affect the landlord's position even when the instruction is being prepared.

Choose the remedy by objective

ROUTE	PRIMARY OBJECTIVE	EFFECT ON LEASE
Lease forfeiture	Recover possession of the commercial premises	Ends the lease, subject to possible relief
CRAR	Recover qualifying commercial rent	Treats the lease as continuing
Section 146 notice	Require remedy or prepare for possible forfeiture	Does not itself end the lease

If possession is the objective, the landlord should decide that before taking steps aimed at collecting or managing the rent. If payment is the objective and the lease is to continue, CRAR may be the more appropriate route.

THE PROCESS

From instruction to secured premises

01	Documents and authority	The client supplies the signed lease, variations, breach evidence, current statement where relevant and written authority to act.
02	Suitability review	We consider the re-entry clause, trigger, breach, waiver, insolvency, occupation, access and whether solicitor confirmation is required.
03	Attendance planning	Once accepted, the enforcement agent and locksmith are briefed. Timing, access, alarms, shutters, hazards, notices and key instructions are coordinated.
04	Peaceable entry	The team attends when the premises are expected to be unoccupied. Attendance is aborted if anyone is present, returns or objects to entry.
05	Record the premises	Interior photographs are taken before notices are displayed. Condition, goods, equipment, meter readings and apparent hazards are recorded.
06	Secure and notify	Agreed locks are changed, forfeiture and relevant goods notices are displayed and the premises are left secure.
07	Keys and devices	Keys, access devices, alarm information and any retained items are handled in accordance with the client's written instructions.
08	Handover and report	The client receives the attendance evidence, notices, photographs, meter readings, key information and a clear outcome report.

Goods left behind

Goods remaining in the premises do not automatically become the landlord's property. The landlord may assume responsibilities as an involuntary bailee. Recording the goods, protecting them and using an appropriate Torts Act notice, storage, collection, sale or disposal process must be considered separately.

Risk protocols

Every accepted instruction includes pre-attendance authority and risk checks, an operational briefing and a dynamic site assessment. If the premises are occupied, entry is opposed, circumstances differ materially from the instruction or the legal basis becomes uncertain, the operation is paused or aborted.

INSTRUCTING UK BAILIFFS

What we need from you

A complete instruction allows the lease, breach and operational arrangements to be reviewed without avoidable delay.

LEASE	The signed commercial lease and every relevant variation, assignment, side letter or renewal.
BREACH	A current rent statement or clear evidence of the covenant breach or specified event relied upon.
CONDUCT	Relevant demands, payments, payment arrangements, communications and actions taken after the breach became known.
PARTIES	Correct landlord, tenant, guarantor, subtenant and managing-agent details, with authority for the instructing party.
OCCUPATION	Normal trading hours, employees, residential use, third-party occupation and when the premises are reliably expected to be empty.
ACCESS	Keys, doors, shutters, alarms, security systems, locksmith needs, hazards and key-handover instructions.

What we do and what you receive

UK Bailiffs has eight years' company experience delivering commercial lease forfeitures. Instructions are managed by experienced, certificated bailiffs working with professional locksmiths through a planned, evidence-led process.

Planned operational delivery

Document and suitability review, agent and locksmith coordination, authority and risk checks, controlled entry, lock change, notices and secure handover.

Evidence and accountability

Interior photographs before notices, goods record, meter readings, keys and devices information, attendance updates and a written outcome report.

Need to recover commercial premises?

Call 0330 133 1818 | Email help@ukbailiffs.org | Visit ukbailiffs.co.uk/forfeiture

REFERENCE

Key legal framework

This guide is a practical overview of commercial lease forfeiture in England and Wales as at 1 September 2026. Principal reference sources include:

Law of Property Act 1925, section 146

Restrictions and notice requirements applying to forfeiture for many breaches other than non-payment of rent.

<https://www.legislation.gov.uk/ukpga/Geo5/15-16/20/section/146>

Criminal Law Act 1977, section 6

The prohibition on using or threatening violence to secure entry while a person on the premises is opposed to entry.

<https://www.legislation.gov.uk/ukpga/1977/45/section/6>

Protection from Eviction Act 1977

Restrictions relevant where premises are let or occupied as a dwelling.

<https://www.legislation.gov.uk/ukpga/1977/43>

Civil Procedure Rules Part 55

The court procedure for possession claims where a possession order is required or preferred.

<https://www.justice.gov.uk/courts/procedure-rules/civil/rules/part55>

County Courts Act 1984, Part IX

Court provisions concerning forfeiture for non-payment of rent and relief against forfeiture.

<https://www.legislation.gov.uk/ukpga/1984/28/part/IX>

Torts (Interference with Goods) Act 1977

The statutory framework relevant to notices and dealing with goods left at premises.

<https://www.legislation.gov.uk/ukpga/1977/32>

Important information

This publication provides general information and is not legal advice. Forfeiture depends on the written lease, the breach or event relied upon, the landlord's knowledge and conduct, notice validity, insolvency, occupation and the circumstances at the proposed time of entry. UK Bailiffs assesses instructions for apparent operational suitability but does not guarantee that a right to forfeit exists or replace advice from the landlord's solicitor.

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