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Own Occupation Through an Agent: Star Pubs v Gunmakers Arms and Section 30(1)(g) of the 1954 Act

***Star Pubs Trading Ltd v Gunmakers Arms (Essex) LLP* [2026] Unreported**

County Court (Central London), HHJ Johns KC, 2 April 2026

Key Words

Landlord and Tenant Act 1954, Section 30(1)(g), own occupation ground, Management Services Agreement (MSA), Just Add Talent (JAT) model, security of tenure, tenancy termination, commercial lease renewal, landlord intention, business control, agency.

1. Headnote

1. Landlord and tenant – Business tenancies – Opposition to renewal – Landlord and Tenant Act 1954, s 30(1)(g) – “Own occupation” – Management Services Agreement – Agency – Degree of control – Whether landlord intending to occupy premises for purposes of business carried on by it where day-to-day operation outsourced – Held: intention established; occupation through agent satisfied – Tenancy terminated.
2. The claimant landlord served a hostile notice under section 25 of the Landlord and Tenant Act 1954 opposing the grant of a new tenancy on the ground that it intended to occupy the holding for the purposes of a business to be carried on by it under section 30(1)(g). [3, 11]
3. The landlord proposed to operate the premises under its established “Just Add Talent” model by entering into a Management Services Agreement with an operator company employing staff and managing the pub on the landlord’s behalf. [1, 4-9]
4. The tenant contended that the absence of landlord staff on site and the physical occupation of the premises by the operator’s employees meant that the business would be carried on by the operator rather than the landlord. [10, 16]
5. Held, the landlord had a fixed and settled intention to occupy and a reasonable prospect of doing so, and the extensive contractual and operational control reserved to the landlord under the MSA meant that the operator would act solely as its agent, such that the landlord would occupy the premises for the purposes of its own business. [12-15, 22-29, 35].

2. Material Facts

1. The defendant tenant operated the Gunmakers Arms public house under a tenancy continuing by virtue of the security of tenure provisions in Part II of the Landlord and

Tenant Act 1954. [2]

2. The claimant landlord, a major pub company, decided as part of its internal estate review process to convert the premises to its Just Add Talent managed model. [1, 9, 13].
3. Management Services Agreement was proposed under which the operator would manage the business and employ staff, but the landlord would retain ownership of the business and key assets. [4-7]
4. The tenant disputed that the proposed arrangements amounted to the landlord's own occupation within the meaning of section 30(1)(g). [10, 16]

3. Issues

1. The principal issue was whether the landlord intended to occupy the premises for the purposes of a business carried on by it within the meaning of section 30(1)(g) of the 1954 Act. [11, 16]
2. This raised two subsidiary questions: whether the landlord had the requisite subjective and objective intention, and whether occupation through an operator under the proposed MSA constituted occupation by the landlord itself. [12, 16]

4. Decision

1. The judge held that the landlord had established both a fixed and settled desire to occupy and a reasonable prospect of achieving that intention. [12-15]
2. The court further held that the arrangements under the Management Services Agreement amounted to occupation by the landlord for the purposes of its business, notwithstanding that day-to-day operations and staffing were delegated to the operator. [22, 35]
3. An order was therefore made terminating the tenant's tenancy without the grant of a new tenancy. [36]

5. Reasoning

1. Intention to Occupy

1. Intention under section 30(1)(g) required proof of both a subjective desire and an objective ability to carry out the proposed occupation. [12]
2. The evidence demonstrated that the JAT model was well-established within the landlord's estate and that a firm internal decision had been taken to apply it to the premises. [9, 13]
3. The absence of a formally signed approval document did not undermine the reality of that decision, given the landlord's internal governance processes and the service of a hostile notice. [14]

2. Occupation Through an Agent

1. The correct approach was to examine the substance of the proposed arrangements and the degree of control retained by the landlord. [17-22]
2. Authority established that a landlord may occupy premises through an agent provided that the business carried on is truly that of the landlord. [19-21]
3. The fact that the operator's employees would be physically present on site was not determinative of who occupied or carried on the business. [35]

3. Control and Character of the MSA

1. The Management Services Agreement conferred a striking level of operational and commercial control on the landlord. [23]
2. All supply, service, and operational contracts were entered into by the landlord, with the operator placing orders merely on its behalf. [24-25]
3. The landlord alone fixed all prices and retained exclusive authority over marketing,

branding, and promotional activity. [26-28]

4. There was no periodic payment for occupation, no transfer of repair obligations, and no meaningful restriction on the landlord's right of access, all of which were inconsistent with a tenancy. [30]
5. Additional indicators included the landlord retaining the premises licence, controlling gaming machine income, and bearing the primary commercial risk of the enterprise. [32]
6. Taken together, these features compelled the conclusion that the business operated at the premises would be the landlord's business, carried on through the operator as agent. [29, 31-32]

6. Ratio Decidendi

1. For the purposes of section 30(1)(g) of the Landlord and Tenant Act 1954, a landlord may be said to intend to occupy premises for the purposes of a business carried on by it where the business is operated through a management services agreement that reserves to the landlord a high degree of control over pricing, contracts, assets, and commercial risk. [22-29, 31]
2. Physical occupation by an operator's staff does not preclude the landlord's own occupation where the operator acts solely as agent and does not carry on an independent business of its own. [19-21, 35]

7. Disposition

1. Order for termination of the tenancy without the grant of a new tenancy. [36]

8. Held

1. *Held, that Star Pubs Trading Limited had established a genuine and settled intention to occupy the premises for the purposes of a business to be carried on by it within the meaning of section 30(1)(g) of the Landlord and Tenant Act 1954. [12-15]*
2. *Although the day-to-day operation of the pub would be undertaken by a third-party operator under a Management Services Agreement, the extensive contractual, financial, and operational control retained by Star meant that the business would in substance be Star's business, carried on through the operator as its agent. [22-29, 31-35]*
3. *The physical presence of the operator's staff and the absence of Star's own on-site personnel did not prevent the landlord from satisfying the occupation requirement, as occupation may be effected through an agent where the landlord retains control of the business. [19-21, 35]*
4. *Accordingly, Star was entitled to oppose the grant of a new tenancy and an order was made terminating the tenant's tenancy without renewal. [36]*

Comment

This decision provides a clear and practical illustration of how the "own occupation" ground under section 30(1)(g) may be satisfied in modern commercial arrangements where operational functions are outsourced but strategic and economic control is retained. [17-22, 29]

The court's analysis reinforces that the question of occupation is one of substance rather than form, with particular emphasis on control over pricing, contracts, licensing, risk allocation, and access to the premises. [23-32]

For landlords, the judgment confirms that carefully structured management agreements can support opposition to lease renewal, provided they avoid hallmarks of a tenancy and demonstrate that the

operator is carrying on the landlord's business and not its own. [29-31, 35]

For tenants, the case underlines the limited weight of arguments based solely on physical occupation and staffing, and the importance of scrutinising where true commercial power and risk lie. [16, 35].

Conclusion

This decision is a brisk and rather merciless reminder that section 30(1)(g) is concerned with commercial reality, not theatrical costume. A landlord does not cease to occupy merely because somebody else is left to pull pints, hire staff, and deal with the daily grind. If the landlord keeps the levers that matter — price, contracts, branding, licence, access, assets, and, above all, risk — then the business remains the landlord's business, however energetically others may bustle about on the stage.

HHJ Johns KC treated the tenant's case with the degree of patience usually reserved for arguments that confuse movement with thought. The fact that the operator's employees would be physically present at the premises was not ignored; it was simply not enough. Presence is not sovereignty. Staffing is not ownership. A body behind the bar does not answer the legal question any more than a man in a high-vis jacket becomes the airport because he is standing on the runway. On the judge's analysis, the MSA was not a coy disguise for an independent business, nor a tenancy wearing a false moustache. It was what it said it was: an agency structure under which Star retained commanding control and the operator acted on Star's behalf.

The real force of the judgment lies in its refusal to be distracted by form. The court looked at who fixed the prices, who made the contracts, who controlled the marketing, who held the licence, who bore the commercial exposure, and who could walk in and use the place without asking leave like an embarrassed visitor. Once those questions were answered, the rest collapsed with surprising speed. The supposed difficulty about "own occupation" turned out to be no difficulty at all. Star was not outsourcing its business; it was outsourcing tasks while keeping the business itself. There is a difference, and the judgment drives a coach and horses through it.

For landlords, the message is encouraging but not forgiving: structure matters, and sloppy drafting will not do. For tenants, the warning is sharper. An argument founded merely on who is physically on site is now looking distinctly undernourished where the paperwork shows that real commercial power never left the landlord's hands. In that sense, Star Pubs is not revolutionary. It is worse for those hoping to resist it: it is lucid, practical, and likely to be annoyingly useful.

#LandlordAndTenantAct1954 #Section301g #OwnOccupation #CommercialPropertyLaw #CommercialLease #SecurityOfTenure #ManagementServicesAgreement #PubTenancy #BusinessTenancy #PropertyLitigation #UKLaw #RealEstateLaw #LegalUpdate #CaseLaw #DDAlegal

Authorities

Case Law:

1. **Occupation for the Purposes of a Business - Control, Agency, and Substance over Form**
 1. **Teesside Indoor Bowls Ltd v Stockton-on-Tees Borough Council [1990] EWCA Civ J0402-2; 2 EGLR 87 [19]:** *The Court of Appeal held that a landlord can occupy premises for the purposes of its own business through a third-party operator acting as its agent, where the landlord retains almost complete control over the operation of the business, such that the business is truly that of the landlord rather than the operator's. [19]*

2. **Brumwell v Powys County Council** [\[2011\] EWCA Civ 1613](#) [20]: The Court of Appeal identified detailed operational obligations, pricing control, and retained authority by the landowner as strong indicators that the operator was carrying on the landowner's business as agent rather than running an independent business. [20]
 3. **Dellneed Ltd v Chin** [1986] 6 WLUK 250; [1987] 1 EGLR 75; (1987) P&CR 172 [18]: Millett J distinguished between a true management agreement and a disguised tenancy, holding that where the purported manager assumes obligations typical of an occupier—such as paying for occupation and bearing repair responsibilities—the business is likely to be its own rather than the owner's. [18]
2. **Meaning of "Occupation" under the Landlord and Tenant Act 1954**
 1. **Graysim Holdings Ltd v P&O Property Holdings Ltd** [1996] AC 329 (HL) [21]: The House of Lords clarified that "occupation" under Part II of the 1954 Act is a matter of fact, concerned with the carrying on of business activity at the premises, and is distinct from legal possession of land. [21]
 3. **Landlord's Intention under Section 30(1)(g)**
 1. **Humber Oil Terminals Trustee Ltd v Associated British Ports** [\[2012\] EWHC 1336 \(Ch\)](#) [12]: The High Court confirmed that intention for the purposes of section 30(1)(g) requires both a subjective fixed and settled desire to occupy and an objective reasonable prospect of achieving that intention. [12]
 4. **Approach to Modern Occupation Arrangements**
 1. **Vodafone Ltd v Icon Tower Infrastructure Ltd** [\[2025\] UKUT 58 \(LC\)](#) [17]: The Upper Tribunal reviewed recent authority concerning occupation and agency and emphasised a principled, fact-sensitive assessment of control and substance when determining who occupies premises for statutory purposes. [17]

Legislation:

1. **Security of Tenure and Opposition to Renewal under the Landlord and Tenant Act 1954**
 1. **Landlord and Tenant Act 1954, Part II** [2, 3, 21]: Part II of the 1954 Act provides the statutory framework governing security of tenure for business tenancies and the circumstances in which a landlord may oppose the grant of a new tenancy upon expiry of the contractual term. [2, 3]
2. **Landlord's Intention to Occupy - "Own Occupation" Ground**
 1. **Landlord and Tenant Act 1954, s 30(1)(g)** [1, 3, 11-16, 21-22]: Section 30(1)(g) permits a landlord to oppose the grant of a new tenancy where, on termination of the current tenancy, the landlord intends to occupy the holding for the purposes of a business to be carried on by it. [11]
 2. The provision requires proof of a genuine intention comprising both a fixed and settled desire and a reasonable prospect of achievement, and raises the question of whether occupation may be effected through an agent rather than by the landlord's own employees. [12, 16, 21-22]
3. **Procedure for Termination of a Protected Tenancy**
 1. **Landlord and Tenant Act 1954, s 25** [3, 13-14]: Section 25 provides the statutory mechanism by which a landlord may serve notice terminating a protected business tenancy and, where applicable, opposing renewal on one or more statutory grounds. [3]
 2. The service of a hostile section 25 notice specifying section 30(1)(g) was treated as evidential support for the landlord's settled intention to occupy. [13-14]

3. **[Landlord and Tenant Act 1954, s 29\(2\)](#)** [3]: Section 29(2) empowers the court to order termination of a business tenancy where the landlord has successfully established one or more statutory grounds of opposition. [3]

4. **Meaning of “Occupation” within the 1954 Act Framework**

1. **[Landlord and Tenant Act 1954, s 23](#)** [21]: Section 23 defines a business tenancy by reference to occupation of premises for the purposes of a business carried on by the tenant and was relied upon by analogy in construing the meaning of “occupation” under section 30(1)(g). [21]
2. Occupation was treated as a matter of fact, concerned with business activity rather than legal possession, and capable of being satisfied through agency arrangements. [21–22]

5. **Abandoned Statutory Ground**

1. **[Landlord and Tenant Act 1954, s 30\(1\)\(a\)](#)** [3]: Section 30(1)(a), relating to failure to comply with repairing obligations, was initially relied upon by the landlord but was expressly abandoned prior to determination and played no part in the court’s reasoning. [3]

Legal Texts & Commentary:

1. **Construction of “Occupation” under the Landlord and Tenant Act 1954**

1. **Reynolds & Clark, Renewal of Business Tenancies, 6th Edition** [21]: The text was relied upon as an authoritative statement that the term “occupy” in section 30(1)(g) of the Landlord and Tenant Act 1954 bears the same meaning as “occupation” under section 23 of the Act. [21]
2. It was cited for the proposition that occupation is a question of fact, distinct from legal possession, and concerned with the carrying on of business activity at the premises rather than the existence of a proprietary right to exclude others. [21]
3. The commentary was used to support the principle that, for the purposes of section 30(1)(g), a landlord may occupy premises through an agent, provided the business carried on at the premises is truly the landlord’s own business. [21–22]

2. **Relationship Between Security of Tenure and Occupation**

1. **Reynolds & Clark, Renewal of Business Tenancies, 6th Edition** (cross-reference) [21]: The text was further relied upon to confirm that the concept of occupation applies consistently across Part II of the 1954 Act, both in determining whether a tenancy qualifies for statutory protection under section 23 and whether a landlord can oppose renewal under section 30(1)(g). [21]

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ICE DRC CPD Committee Chairman

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CIArb Adjudication Panel Member since 2006

CIArb Arbitration Panel Member since 2006

CIC Adjudication Panel Member since 2010
FIDIC Adjudication Panel Member since 2021
ICE Adjudication Panel Member since 2021
Law Society Panel Arbitrator
RIBA Adjudication Panel Member since 2018
RICS Adjudication Panel Member since 2006
RICS Dispute Board Registered since 2013
TECSA Adjudication Panel Member since 2012

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