

## **Star Pubs Trading Ltd v Gunmakers Arms [2026]**

### **Case Background**

The Claimant/ Landlord in this case, Star Pubs Trading Ltd, had served a Section 25 Notice upon the Tenant, the operators of the Gunmakers Arms. The Landlord sought to terminate the Tenant's tenancy and opposed the grant of a new lease under Ground (g) on the basis that it intended to operate its own business out of the premises.

The Landlord specified that it would operate the premises under a management services agreement with an operator company, who would manage the pub on its behalf.

The Tenant argued that the Landlord's physical absence from the premises meant that it was in fact the operator company and its staff who would be carrying on the business, as opposed to the Landlord. Therefore, it was the Tenant's position that Ground (g) was not satisfied for the purposes of opposing the grant of a new lease.

### **Findings**

The Court found that the Landlord's proposals did amount to a firm and settled intention to occupy the premises. Whilst the operator company would be employing staff to handle the day-to-day running of the Landlord's business, this arrangement amounted to occupation for the purposes of Ground (g).

Therefore, an order to terminate the tenancy without the grant of a new lease was made.

Whilst this case did not produce any new law on ground(g), it serves to highlight how the Court will analyse the extent of a landlord's own occupation and focus upon substance rather than form. This is welcome news for landlords, but it is important to remain cautious when drafting such management agreements to ensure they do not stray into the realms of a tenancy.