

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1981

LANDLORD AND TENANT

Wednesday, August 19, 1981

Instructions to Students

- a) Time: 3½ hours.
- b) Answer FIVE questions only.
- c) In answering any question a student may reply by reference to the Law of Jamaica, Bahamas, Belize or British Virgin Islands, but must state at the beginning of the answer the name of the relevant territory.
- d) It is unnecessary to transcribe the questions you attempt.

QUESTION 1

(a) Mr. Jones, who lives in Canada, has been the registered proprietor of 15 acres of land in Williamsfield since 1947. One portion of the land with the family house has been occupied by his younger son, Timmy, who was not very bright at school and was encouraged by his father to stay on the land. Timmy, apart from cultivating his portion, collected rent, mainly in kind, from various individuals, who at one time or another used the remaining portion for cultivation of food crops, to ensure that they did not squat on the land. In 1960, with his father's consent, he renovated the family house which was very dilapidated. In 1967 Mr. Jones sold the 15-acre lot to Mr. Powell who now wishes to obtain possession of the land to set up a coffee and citrus farm. Timmy refuses to give up possession.

Advise Powell.

(b) Pursuant to an oral agreement for a four-year lease, Jones took possession of office premises in King's Road on 1st July, 1979. Rent was paid on a monthly basis and in December 1979 the agreement was put in writing by the landlord and signed by both parties. Six months later Jones gave the landlord one month's notice to terminate the tenancy and vacated the premises on the expiry of that period. The landlord claims that the notice is not valid.

Advise the parties.

QUESTION 2

Fruiterers went into possession of premises in Whitehall Park under an oral agreement for a ten-year lease. The rent of \$450 was to be paid in advance on the 25th of each month. Two years after commencement of the lease, Fruiterers subleased a part of the premises to M.R. Incorp., a subsidiary of Fruiterers, who paid the rent of \$450 to Fruiterers's landlord, Lee, who continued to issue receipts to Fruiterers Ltd. Six months later, Fruiterers Ltd. vacated the premises. Lee refused to accept any further rent when he realized that it was being tendered by M.R. Incorp.

Advise Lee whether he can get an order for repossession.

QUESTION 3

A is the tenant of an apartment in Waterloo Avenue under a year's lease commencing 15th April, 1980. In the written agreement provision was made for the lease to be renewable at the option of the tenant. Six months ago A requested the landlord, O, to construct a grille to enclose the patio area at the rear of the apartment. O was unwilling to do so but eventually agreed to meet half the cost of the grille. A decided that since she may have the premises for some time it would be worthwhile to pay the remainder. The grille was accordingly installed. On 15th March, 1981, P wrote to A informing her that he had purchased the apartment and expected vacant possession on 15th April, 1981. A asks you for advice as to whether:

- i) she can insist that P renew the lease;
 - ii) she is entitled to compensation for the grille.
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QUESTION 4

What special points would you bear in mind when taking instructions from a prospective lessor in respect of:

- a) a lease of a dwelling house;
 - b) a building lease?
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QUESTION 5

(a) S, the statutory tenant of residential premises in Duhaney Park allowed her adult son, George, to occupy two rooms. In return for use of the rooms George paid the electricity and water bills and helped his mother with shopping. S failed to pay the rent for two months and the landlord, after giving notice to quit, successfully brought proceedings for recovery of possession. George refused to give up possession contending that as a sub-tenant he enjoys security of tenure.

Advise the landlord who has no knowledge of any subletting.

(b) ZG was the tenant of commercial premises in Liguanea which was being operated as a supermarket. He allowed Foodfare Ltd. to use a portion of the premises as a snack food counter. L bought the premises and eventually got possession on the ground that he intended to use the premises for his own business. Foodfare Ltd. was unwilling to vacate since it had just obtained a spirit licence which had improved the business considerably. L agreed to let the company use that portion of the premises rent-free until it could find alternative accommodation. In return Foodfare Ltd. offered to supply free meals to L's staff. Six months later, L wanted to expand his business and refused to allow Foodfare Ltd. to enter the premises.

Advise Foodfare Ltd. whether they would be protected from eviction by the Rent Restriction legislation.

QUESTION 6

(a) Comment on the following proposition:

"The decision of the Court of Appeal in Victor Romans v Bradley Barrett R.M. Court Civil Appeal No. 18/78 has made S.36 of the Rent Restriction (Amendment) Act 1979 entirely superfluous."

(b) X, the freehold owner of a large mansion in the Hope Road, has recently converted it into two self-contained flats which he wishes to let at \$650 per month each. The garage was converted into a porter's lodge. Prior to the conversion the house was used by three families as a residence and the rental in 1978 was \$850 per month for the entire premises.

Advise X as to the procedure he should adopt prior to letting the flats and how standard rent would be assessed.

QUESTION 7

(a) Miss B enters into an agreement for a five-year lease with Leyton the freehold owner of residential premises in Highgate. Prior to signing the agreement, Miss B made it clear to Leyton that she would be having piano lessons on the premises every morning. Six months after she took possession, Miss B found it impossible to conduct music lessons. The occupants of the adjoining premises, who were also Leyton's tenants, were members of a band and practised every day in preparation for their summer tour. Miss B informed Leyton that if the noise continued she would have to vacate. The following month, she left the premises. Advise Leyton.

(b) Advise Jameson, the landlord of the block of four apartments in Ravinia. The tenants of the two flats upstairs have a commune and often accommodate 'scores' of friends on the premises. The tenants of the ground floor flats complain that the activities of their neighbours are an embarrassment to them and constitute a breach of their covenants for quiet enjoyment with Jameson.

QUESTION 8

What, if any, is the effect of non-compliance with the following statutory provisions:

- i) section 3 of the Agricultural Small Holdings Act requiring contracts of tenancy to be in the form prescribed by the section;
 - ii) section 17 of the Conveyancing Act which prescribes certain preconditions which must be complied with prior to forfeiture of a lease;
 - iii) section 31 of the Rent Restriction Act which makes provision for notices to quit?
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