

LT 9/Sept.
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LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1982

LANDLORD AND TENANT

Wednesday, August 13, 1982

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 any Commonwealth Caribbean territory, 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.
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QUESTION 1

On August 1, 1981, Albert, the purported owner of seven acres of bananas in Becares entered into a written agreement to sell the property to Nick for \$8,000. On payment of a deposit of \$2,000, Nick was let into possession of the premises and presented with a copy of a receipt issued to Albert in 1972 by the former owner of the land - Miss Tee - as evidence of transfer of the property to Albert on payment of the agreed consideration. Nick is now insisting on registered title prior to payment of the balance of the purchase price which was due on February 1, 1982.

Albert, on seeking the advice of his attorney, discovers that the property was registered in January, 1971 and Miss Tee is still recorded as the proprietor.

Realising that it would be some time before the formalities are completed, Albert gave his brother, James, a licence to cut bananas whenever required for family consumption. Nick wishes to sue him for trespass.

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 4

Tomlinson has been a monthly tenant of residential premises in the Kingston 10 area since January 1, 1972. The rent of \$120 per month was collected by an agent, Slack, in the absence abroad of the owner, Rich. The rent was paid regularly until December 1980, but no repairs were carried out. After December 1980, Slack accepted the rent although it was paid erratically since Tomlinson claims that he is unable to work due to ill-health. Since Rich returned to Kingston in January, 1982, he has been getting increasingly irate because he is unable to collect any oranges and mangoes from the premises since the trees are very diseased due to neglect.

On February 1, 1982 he gave Tomlinson notice to quit for non-payment of rent. He has no record of the amount actually owed. Tomlinson claims that he has had to expend a lot of money on urgent repairs to the plumbing and that he has set off the sum against the rent. He also claims that Rich has been in breach of the terms of the tenancy by allowing the premises to become almost uninhabitable through lack of repair and by causing a constant nuisance to his family by entering to pick fruits. Tomlinson is still in possession of the premises and pays rent erratically.

Advise Rich who wishes to bring an action for arrears of rent and repossession.

QUESTION 5

Thaxter is in occupation of one acre of land in Stony Hill under an oral agreement for a lease. He pays a rent of \$100 quarterly and also supplies the landlord's greengrocery store with callaloo and lettuce twice a week. When Thaxter went into occupation of the land in 1976 he cleared the bush and began his cultivation. Six months later he built a house with a shop attached. The house is occupied as a residence by his family and his wife uses the shop as an outlet for her handicrafts and the produce from Thaxter's cultivation.

The landlord has given Thaxter notice to quit on April 1, 1982. The notice was dated January 1, 1982 but not served on Thaxter until February 27, 1982 since he and his family were away staying with relatives.

Advise Thaxter as to his legal rights in relation to the notice to quit, his cultivation and the house and shop on the land.

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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