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NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1989

LANDLORD AND TENANT
(Tuesday, August 22, 1989)

Instructions to Students

- a) Time: 3½ hours
 - b) Answer any FIVE (5) questions
 - c) In answering any question a candidate 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

(a) The decision in Street v Mountford /1985/ 2 All E.R. 289, is merely an additional challenge to the drafting of licences and nothing more.

Discuss.

(b) Discuss the legal effect of the following:

(i) Senator engages Driver as his chauffeur and gardner and pays him a weekly salary which includes the use of a flat behind the garage;

(ii) Chris contracts to sell his house to Wayne and allows him to occupy the house pending completion of the sale, paying \$100 per week for the privilege;

(iii) Spinks, the freeholder of "The Elms", leased it in 1986 to Tyson for ten years. In 1989, Tyson sublet the house to Berbick for one year and thereafter from year to year. Last month, Berbick sublet to Ali until the next general election.

QUESTION 2

In December, 1986, Miles, who occupied commercial premises on High Street, on a twenty-five year lease under seal, entered into an oral agreement with Dave to let the premises to him for a five year term at a rental of \$10,000 per annum, to be paid in two annual instalments on June 23 and December 23.

Dave has paid the rental regularly to date. Quincy, the owner of the premises who recently retired from his employment, has decided to put his resources into some lucrative business. He has thus persuaded Miles in consideration of \$15,000 to surrender to him his lease which has ten years to run. Miles has agreed.

Quincy has served Dave with notice to quit to take effect on June 23, 1989.

Advise Dave.

QUESTION 3

Leigh, the tenant for life of a block of apartments, granted Jason a ten year lease of a two-bedroom apartment. The lease did not contain an express covenant for quiet enjoyment.

Advise Jason in the following circumstances:

(i) Leigh has decided to construct a squash court in the open space in front of Jason's apartment for the use of all the tenants. Jason is not a squash player and he complains that the noise and the dust created by the construction are intolerable and that the squash court will disturb his view.

(ii) It was term of the lease that "the Tenant shall not do or suffer to be done on the premises anything which may be or become a nuisance or annoyance to the Landlord or the inhabitants of the adjoining premises".

The leases of all the flats in the building contained the same covenant. Zolia who is a member of a signing group, is the tenant of the apartment immediately above Jason's. Jason complains that Zolia's evening rehearsals are a nuisance.

(iii) Leigh died five years after commencement of the lease and Rosie who claims to be the remainderman, has threatened to evict Jason.

QUESTION 4

Annie, for the past ten years, has been the monthly tenant of a dwelling house. The house was in very good condition when she took possession. In 1986, a storm blew off some tiles from the roof. She could not afford to replace them and the landlord, Shirley, who lived abroad, was not aware of the damage. In June, 1987, after two weeks of rain, water seeped into the living room, but there was no further evidence of leakage because of the long drought which followed.

In December, 1987, Shirley sold the house to Jack who inspected the premises prior to completion of the transaction. In April, 1988, severe cracks began to appear in the front wall of the living room, Jack's friend, who is a builder, informs him that the cracks are the result of water which seeped into the wall.

Annie wishes to remain in possession of the house but is insisting that the defects be remedied.

Advise Jack.

QUESTION 5

(a) Distinguish between an assignment of a lease and the granting of a sub-lease.

(b) Don took a lease for twenty-five years of a five-room house from Len and covenanted that he would not "underlet or otherwise part with the possession of the premises" without the consent of Len. The covenant further contained a proviso that "it does not apply to any underletting of the said premises or any part thereof for a term not exceeding three years".

Don, without the consent of Len, underlet two of the rooms to Stan on a weekly tenancy.

Shortly after, Don, without the consent of Len, underlet the remaining three rooms to Quinn for a term of ten years.

Advise Len.

QUESTION 6

Advise on the validity and effect of the notices to quit in the following cases:

(i) Hardy has a bare licence to graze his cattle in East and South fields at Bybrook Estates. The manager has now written to him as follows:

"Permission to graze your cattle in East field is hereby withdrawn in three days."

(ii) Jane is a tenant of an apartment at 11 Daisy Drive.

Her rent is payable on the 20th day of each month.

On Saturday, May 20, she handed to the landlord's rent collector, the following notice:

"I hereby give notice of my intention to leave the apartment at 11 Daisy Drive on Saturday, June 3. I enclose two weeks rent to cover that period."

- (iii) Smith took a residential tenancy at 105 Key Lane for one year from March 1, 1988, and thereafter from year to year. The agreement provides that the tenancy shall be terminable at any time by three months notice on either side. On May 23, 1989, Smith received a notice from the landlord stating:
- "I hereby give you notice to quit my premises at 105 Key Lane on September 1, 1989."
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QUESTION 7

In September 1987, Thomas rented two rooms from Linton on a monthly tenancy. In March 1989, Linton sold the building in which the two rooms are located to Peter. When Peter inspected the existing records for the tenants of the building, he discovered that Thomas owes rent for the months of November 1988 to February 1989. Peter immediately makes a demand on Thomas for the amount owing. Thomas then removes all his possession to his sister's house.

The following day Peter discovered what had taken place and sent his friend, Barry to Thomas' sister's house to levy distress on the goods. Barry forcibly entered the house and took all of Thomas' clothing, some of his tools and an antique table.

Peter now discovers that Thomas had previously gone to his sister's house and removed everything else of value to a newly rented house. Peter has not received any offers to buy the clothing and tools and he suspects that the table is not an antique. He therefore visits Thomas' newly rented house and takes his watch and colour television set.

Advise Thomas.

QUESTION 8

Rosie, who has lived in the U.S.A. for many years, recently returned to your territory to spend her retirement years. While she was in the U.S.A., she had purchased a house in the territory for US\$23,000, which she intended to be her retirement home.

The house is presently tenanted but Rosie wishes to carry out repairs to it as she says it was allowed to deteriorate quite badly.

Thereafter, she plans to occupy a section of it and to rent the remaining section.

In the light of Rent Restriction/Control Legislation she seeks your advice with respect to the following:

- (i) the procedure to be adopted in order to have the present tenants vacate the premises, and
- (ii) the procedure for having the rent determined for the section of the house she intends to rent, and her entitlement to increased rent thereafter.

Advise her.
