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NORMAN MANLEY LAW SCHOOL
Council of Legal Education

FOR REFERENCE ONLY

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATION 1977

LANDLORD AND TENANT

Monday, June 6, 1977

Instructions to Students

- a) Time: 3½ hours.
- b) Answer FIVE questions.
- c) Questions may be answered in accordance with the law of the West Indian territory of the candidate's choice.
- d) It is unnecessary to transcribe the questions you attempt.

QUESTION 1

Alice, since 1969, has had the weekly tenancy of 3 unfurnished rooms with use of bathroom, part of larger premises at 10 King St. The house has never been in good repair and the landlord has done little over the years, but in recent months, rain water has been penetrating her children's bedroom, the kitchen window has been hanging on one hinge, and the back step has completely crumbled and is dangerous. Alice has repeatedly asked the landlord to do repairs and finally she began to withhold \$4.00 per week from her rent of \$20.00. This continued for 14 weeks, till three days ago when a landlord's bailiff came while Alice was at work and seized furniture to the value, she estimates, of \$89.00.

She seeks your advice as to her legal rights.

Would your answer be different if Alice had paid for the repairs to be done and was withholding to recoup the amount expended?

QUESTION 2

On 16th January, 1972, Hammond took a tenancy of Fairacres "for one year and so on from year to year". He entered into immediate possession, and his rent was payable quarterly in advance.

His landlord, Grab, now claims to need possession of the property for his own occupation.

- (i) On behalf of the landlord: Draft the requisite notice to quit.
- (ii) Advise the tenant of any legal rights to security of tenure he may have under Rent Restriction legislation.

QUESTION 3

- (a) Distinguish between a tenant at will and a licensee.
- (b) Goodheart owned an unoccupied house at Seymour Crescent and has often spoken to Stewart, his brother in law, of his fear of 'capturers'. Some time in 1974, Goodheart entered a verbal agreement with Stewart to allow him rent-free use of the house, while Stewart was renovating his own house. Stewart entered into possession and considerably improved the security by installing new grills where none existed, and repairing and improving the grills already in place on the front half of the house. His wife also restored the gardens. Goodheart had been a frequent visitor during the first 18 months of the arrangement.

Some considerable time elapsed and Goodheart made a number of repeated requests to Stewart to leave, but to no avail. He has now served a notice to quit and seeks ejectment.

Advise Goodheart.

QUESTION 4

On 25th September, 1975, Welcome Properties Ltd. let Blackacre to Gray for 10 years upon their standard terms of lease which included:

- (1) A covenant by the tenant to keep the interior and exterior of the premises in good and tenantable repair;
- (2) A covenant by the tenant to permit the landlords, upon giving 3 days notice, reasonable access to inspect the premises;
- (3) A proviso for re-entry for breach of covenant or arrears of rent.

In a recent survey of the property, Welcome Properties found a number of dilapidations affecting the windows, water pipes, floor joists, interior decorations, and external painting.

- (1) Draft a notice of repair to be served upon Gray.
- (2) On the assumption that some time has elapsed with no response from Gray, advise the landlords on the exercise of their rights to re-entry and forfeiture.

QUESTION 5

In 1974 A. leased 15 Ruthven Row to B. by deed for 7 years at a rent of \$800.00 per annum payable quarterly. In the lease B. covenanted, inter alia, not to use the property for other than residential purposes.

In June 1975 B. assigned the lease to C. who nine months later sublet to D. for the remainder of the term, less one day. Since then A. has conveyed the reversion to R. who has now discovered that the rent is 2 years in arrears and that D. has started to run a club and discotheque in the house.

Advise R.

QUESTION 6

Tom, Dick, and Harry consult you about the possible applicability of the provisions of Rent Restriction legislation in the following circumstances:

- (1) Tom has lodgings with Miss Mattie, who does his laundry, cleans his room, provides him with a good breakfast before he goes to work on weekdays, and with full meals at week-ends. He wishes to have a standard rent fixed for his lodgings.
- (2) Dick has let a furnished house on which the rent was fixed by the Board 18 months ago. Since then he has installed full glass doors to the living room, replaced old kitchen units with new ones, and agreed to allow the tenant to replace almost all the furniture with items belonging to the tenant. Can the rent be reviewed?

- (3) Harry has been asked to deposit a sum of \$500.00 'against breakages' before he assumes the tenancy of a rent controlled unfurnished studio flat at Oxford Road. No mention was made of repayment on termination of the tenancy.
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QUESTION 7

For many years Robert has had a monthly tenancy of a plot of land on which stands a small house and one outbuilding. He pursued mixed cultivation on the land till recently, when the land has been largely unworked and he has paid the landlord, Grafton, no rent for seven months. Grafton eventually properly served upon him a notice to quit, expressed to expire on 30th March, 1977. Robert failed to leave on that date, but instead offered the landlord half the arrears which were outstanding and promised to pay off the balance in one month. Grafton accepts the sum, but when nothing further is paid he re-enters the property and purports to forfeit the tenancy. He then seizes by way of distress a quantity of yam stored in the outhouse and picks all the breadfruit from 2 trees on the property. He gave these to local higglers to sell against a proportion of the profits.

Robert, who was very attached to his stereo equipment, one evening climbed into the house, which had been boarded up by Grafton, and removed the equipment and a quantity of records to his mother's house. He now consults you about the legal position, since his plans to emigrate to Toronto have fallen through and he wishes to pay off any arrears and resume small farming.

QUESTION 8

Singh has taken a one-year lease of the third townhouse in a block of 9 belonging to Dan.

Because of faulty construction, water continually seeps into Singh's main bedroom from the bathroom of townhouse 2.

Dan has let townhouse 4 to a group of weirdly attired young men who regularly chant, clap and pray between 9 p.m. and 3 a.m. Singh's work is beginning to suffer from the consequent lack of sleep.

There is a derelict house and grounds opposite Singh's block,

and large rats have been invading Singh's small garden and ground floor rooms to the terror and distress of his wife and small daughter.

How far can Singh successfully seek remedies for these matters in reliance upon the landlord's covenant for quiet enjoyment?
