

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATION 1978

LANDLORD AND TENANT

Monday, June 5, 1978

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

Brown, having been asked to go to Cayman on an assignment for his firm, arranged with his close friend, Black, to park his car under a tree in Black's yard. The car had been recently acquired for \$1,100.00 by Brown with the aid of a loan from Black of \$300.00. It was agreed that Black could use the car freely while Brown was away.

When Brown returned two days ago he discovered that the car had been seized the previous day by a bailiff, Grey, on behalf of Black's landlord, Green, to whom Black was \$900.00 in arrears with his rent.

(i) Advise Brown of any legal right to recovery of his car and draft any appropriate document(s).

(ii) Assume that, acting promptly upon advice given in (i) above, the appropriate action has been taken: but that when Brown presents himself on Tuesday morning at 8.00 a.m., having spoken to Grey and seen his car parked at nearby premises late on Monday evening, he is told that the car was sold about half an hour earlier for \$700.00. When challenged about the proceeds, Grey claims that the buyer paid \$375.00 immediately and has promised the balance at the end of June.

Advise Brown of his legal position.

QUESTION 2

Consider the legal effect of the following provisions contained in separate leases:-

- (a) 'This lease to take effect when the present occupier of the property dies.'
 - (b) 'This lease to terminate on 31st December, 1984, but the landlord shall have the right to terminate it by three months' notice on the death of the original lessee before that date.'
 - (c) 'The lessor shall at the written request of the lessee made 6 months before the expiration of the term hereby created grant to him a further term of 5 years at a rent to be fixed having regard to the value of the Jamaican dollar at the date of agreement for a new term.'
 - (d) 'The lessee agrees to use the demised premises for the purpose of a private residence in the occupation of one household only.'
-

QUESTION 3

(a) Do you think it would be desirable or practicable to establish a mandatory code of repairing obligations as between landlords and tenants of dwelling-houses?

(b) In 1975, Mack leased a house to Smith for 6 years. During a severe storm in August last year, part of the house was damaged by lightning and half of the roof was blown off. It has been determined that the roof was faultily constructed.

Advise Smith whether he is liable to make good the damage under a covenant by him in the lease to keep the property in repair.

Would your answer be different if the lease were silent upon the question of repairs?

QUESTION 4

Sharon, a 2nd Year Student at C.A.S.T., enters an arrangement with the Welloffs under which she occupies a furnished bed sitting room with bathroom attached. She prepares the Welloffs' small daughter for school each morning, cooking and sharing breakfast with the child. Sharon also has an evening meal with the family at weekends when she is expected to baby sit with the daughter as her parents have frequent social engagements. Sharon otherwise has free access to the kitchen, laundry room and family room, and contributes \$20.00 per week to the household. She now wishes to abandon all responsibilities for helping with the child and to have a standard rent fixed for her accommodation.

Advise her

- (i) Of the machinery, procedure and principle by which standard rent is fixed.
 - (ii) On her eligibility to sustain a successful application.
-

QUESTION 5

- (a) How far is it possible, in practice, to use the licence to evade the statutory regulation of the relationship of landlord and tenant in the case of leases of dwellings or business premises?
 - (b) Discuss the legal effect of the following transactions:-
 - (i) Rogers engages Roy as his chauffeur/gardener and pays him a weekly salary which includes the use of a flat behind the garage.
 - (ii) Wayne contracts to sell his house to John and allows John to occupy the house pending completion of the sale, paying \$50.00 per week for the privilege.
-

QUESTION 6

" The rule ... although founded on broad principle is nevertheless highly artificial and dependent entirely on precedent" Salmon J. in *Harrison v Wells* 1966 3 All E.R. 524 at 527.

Examine, in the light of Salmon's J. view expressed above, the rule that a tenant is estopped from denying his landlord's title.

Comment on the main exceptions to the rule.

QUESTION 7

Peaceful has for many years been Powell's monthly tenant of an unfurnished 3-bedroom house and garage at 10 Rose Lane. His rent has been raised thrice over the period each time by \$25.00 per month: it has been regularly paid save for a brief period about 10 months ago, when, during a layoff, Peaceful fell \$800.00 into arrears. He arranged with Powell to pay off this amount by regular instalments in addition to his monthly rent and there is now \$120.00 outstanding. Three months' ago Powell informed Peaceful that the rent, then \$300.00, was raised by a further \$60.00 with immediate effect. Peaceful expressed willingness to pay some increase but refused to pay such a large amount. When Powell thereupon gave him notice to quit, he approached his local Rent Board to enquire about his rights. The Board served notice upon the landlord requiring him to apply within 1 month for the determination of a Standard rent upon the premises.

Incensed, Powell has refused to accept the current month's rent and instalment of arrears when they were offered by Peaceful. He has failed to respond to the Board's notice and taken out a Summons for ejectment against Peaceful, complaining of arrears of rent in the sum of \$480.00. In addition, on the pretext of preparing to carry out necessary repairs for reletting, Powell has visited the premises unannounced four times within one fortnight accompanied by 3 men, 2 of them with dread locks. They have gone through every room, roughly shifting furniture, pulling up carpets and putting fittings and appliances out of action for considerable periods. The glass panel in the front door was broken as they slammed it shut on the last visit. A considerable quantity of cement bricks and wood has been delivered to the house and deposited in the garage to the exclusion of Peaceful's car.

Peaceful, at the terrified prompting of his wife, has found alternative accommodation and hastily removed without informing Powell, though he had the key delivered by hand to Powell's address.

Peaceful now consults you about the general legal position.

Advise.

QUESTION 8

Advise the following occupants of controlled premises as to whether they are entitled to any security of tenure under Rent Restriction Legislation.

- (a) Joan, who upon coming to take her first job in Kingston, went to live with her elderly aunt. As ~~the original agreement under~~ which she is holding over did not expressly forbid it, the aunt sublet Joan 2 rooms with shared common facilities. The aunt has now died.

/(b)

- (b) Miko, who has the quarterly tenancy of a boutique in New Kingston, and who, 10 months ago was served notice to quit by the landlord.
 - (c) Fiona, who cohabits with Jake, statutory tenant of a one bedroom flat in 'The Laurels' but who has been away in Abu Dhabi for the last 9 months on an assignment for his firm, leaving Fiona in occupation.
 - (d) Ripley, who has paid Christopher \$500.00 for the transfer of Christopher's statutory tenancy of a furnished studio flat at Paddington Mews. Christopher has emigrated and Ripley has moved in.
-