

NORMAN MANLEY LAW SCHOOL  
Council of Legal Education

LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATION 1979

LANDLORD AND TENANT

Tuesday, June 5, 1979

Instructions to Students

- a) Time: 3½ hours.
- b) Answer FIVE questions.
- c) In answering any question a student may reply by reference to the Law of Jamaica, Bahamas or Belize, 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 1st April, 1978, Mark a disco artist became the monthly tenant of a furnished studio flat owned by Matthew at 32 Florizel Gardens. He had been introduced to Matthew by his friend, Luke, who had been paying \$300 per month immediately before he vacated in favour of Mark. Mark agreed to pay Matthew \$370 per month but seven months after he moved into the premises he applied to have a standard rent fixed. On 15th November, 1978, Matthew gave him one month's notice to quit expiring on 15th December, 1978. At the Rent Board hearing on 12th December, 1978, the rent on the flat was reduced to \$280 per month with effect from 2nd June, 1978. Mark has refused to move though Matthew had declined the rent for December and Mark has proffered none for January. On 16th January Matthew with two of his associates entered Mark's flat by means of Matthew's duplicate key and took away a television, 2 transistor radios and a considerable quantity of Mark's recording equipment.

Advise Mark.

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QUESTION 2

(a) Pink leased shop premises from Green for 15 years in an agreement which provided for a rent review at the end of 7 years provided either party gave 3 months notice and stated a suggested new rent. There was a routine provision for arbitration by an independent valuer in the event of failure to agree a new rent. At the end of 7 years the landlord served a notice in time but failed to suggest a new rent.

Advise upon the legal consequences of this omission.

(b) Patterson takes a lease of a two bedroom town house at 44 Kingston Mews from Stewart "at a rent to be the equivalent in Jamaican dollars of US\$200 per month".

Advise upon the validity of this clause.

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QUESTION 3

Rosemary Panton, married with 3 young children, became owner of 28 Key Terrace by gift from her uncle. She has up to now lived in a comfortable ground floor flat provided for her husband by his firm. Rosemary is now anxious to move into the house because of its larger garden and separate study for her husband. She starts proceedings for possession against Josh and Jessie Black, an elderly childless couple who have been tenants in the house for 35 years, on the ground that she reasonably required it for occupation by herself and her family.

- (i) Advise Rosemary of her chances of succeeding in gaining possession, assuming that the dwelling is subject to the provisions of the Rent Restriction Legislation.
  - (ii) Would your answer be different if Rosemary needed the house to accommodate her widowed mother and two maiden aunts whose home had been damaged by fire beyond repair and who would otherwise have had to move in with Rosemary and her family.
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QUESTION 4

(a) In June, 1977, Roe leased a two-bedroom cottage for 3 years from Doe under a tenancy agreement which provided inter alia that the tenant was "not to underlet or part with possession of the premises without the landlord's previous consent in writing which shall not be unreasonably withheld". In November, 1978, having been relocated by his firm, Roe assigned the tenancy to Brown without first obtaining the landlord's consent.

Advise Doe.

(b) Sponge occupies a two-room flat owned by Buyldinge Ltd., on an oral monthly tenancy. Sponge has been erratic in the payment of his rent and is now \$660 in arrears. Buyldinge Ltd. has properly commenced action for possession, arrears and mesne profits. Sponge's defence is that he has been withholding rent because of the lack of repair of a variety of defects in the premises and to reimburse himself for damage to his belongings suffered because of these defects.

Advise on the validity of this defence.

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QUESTION 5

In 1967 Emily and Joseph Thomas moved out of their flat, the tenancy of which was controlled, to live with and look after Suzanne Gordon-Smith's aged mother in a house which had been conveyed by deed of gift to Suzanne by her mother. In the discussion of the arrangement the Thomases were given an assurance that if they did this, they would be allowed to stay in the house for the rest of their lives, paying no rent. Suzanne's mother died in 1978 at age 90 and she promptly served notice to quit on the Thomases, claiming possession.

Advise the Thomases.

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QUESTION 6

Advise whether the following are entitled to rely on the provisions of the Rent Restriction Act:

- (a) Ted, father of 5 children, who occupies a three-bedroom flat in the Public Housing Scheme at Coore Village and is threatened with eviction for being 4 months in arrears of a rent which he considered to be too high.
- (b) Fred, who has lived for 7 years with widow Wilson, occupying his own bedroom and bathroom. His breakfast and a hot evening drink are provided by the widow on week days as Fred goes to his family in Porus every weekend. For this he has regularly provided enough to pay the widows land tax, when she gets her twice yearly demand, a total of \$420 per year, and occasionally he contributes \$50 for buying food when she complains of poverty.
- (c) Ned has been employed by Hopefield Plantation to maintain their farm machinery. He rents their former gate house at \$90 per month and is allowed to cultivate a 1 acre plot in one corner of a field behind the engine room of the 700 acre estate.

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QUESTION 7

Ram is the owner of a large two-storey older type house at 50 Vineyard Terrace, all of which is in letting to 7 different tenants, each holding a separate room or rooms and sharing common facilities. Ram is anxious to regularise all arrangements concerned with his lettings and observe the law's provisions as they apply to his type of landlord. Adassa Stone, the weekly tenant of two rooms with shared kitchen and bathroom on the ground floor at the back of the building, has been seriously in arrears with her rent for many weeks.

Ram seeks your help to :

- (i) Draft a notice to quit terminating Adassa's tenancy.
- (ii) Draft a tenancy agreement suitable for a weekly letting to Bim Patrick, who is willing to take the two rooms occupied by Adassa once possession is lawfully obtained against her.

- (iii) Explain the procedure for referring all his tenancies to the Rent Board for the fixing of standard rents.
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QUESTION 8

"Rent Restriction Legislation is not and never was designed to secure economic rents for landlords, nor was it designed to adjust existing bargains made between landlords and tenants for economic reasons."

National Employers etc. v. Pan Am. etc. Ltd. (1959)  
1 WIR 461 at 466 per Blagden, J.

".....the Rent Restriction Ordinance is a law for the protection of tenants and not for the penalisation of landlords."

Mohan v. Ramjag (1969) 14 WIR 500 at 503  
per Phillips, J. A.

Discuss these views of Rent Restriction Legislation with particular reference to rent fixing formulae and security of tenure provisions, illustrating your answer by reference to judicial interpretation of the provisions.

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