

~~L-7~~
L.T.7

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

FOR REFERENCE ONLY

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 1980

LANDLORD AND TENANT

Monday, May 19, 1980

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, Belize or British Virgin Islands, 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.

QUESTION 1

G is a monthly tenant of A of a house in which he lives with his family. Without A's consent G makes an oral agreement with M to occupy the premises for 6 months in his place, and pay the rent to A in G's name. M took possession of the house but after 2 months had elapsed G requests the premises and M refuses to give up possession. M continues to pay the rent to A for the next 18 months at the end of which G in a bid to resume possession places a padlock on the door of the house. M breaks off the lock.

Advise G.

QUESTION 2

Discuss, in relation to security of tenure, the position of a tenant under the Agricultural Small Holdings Act and a tenant of controlled premises under the Rent Restriction Act.

QUESTION 3

Hy Smelly is the owner of a ten-room house at Fish Lane, Kingston, which he has let to five tenants. Each tenant's flat is separated from the others by means of a locked and bolted door so that no tenant can gain entry into another's abode.

On March 1, 1979, Ole Shark, one of the tenants, is 3 months in arrears with his rent in the sum of \$210. On that day Shark obtains postal orders for that sum and sends them by mail to Hy Smelly. On March 2, 1979, Hy Smelly engages the services of C. Mushay to levy distress on the goods of Ole Shark.

Mushay gains access to Shark's flat by entry through AB's flat and by forcing the locked door between their flats. Mushay distrains on a refrigerator, stereo equipment and a television set appraised at \$1,500.

Advise Ole Shark.

QUESTION 4

Rock Stoney is the proprietor in fee simple of 50 acres of land at Belmonty. In January, 1978, he agreed orally with Pebbles to lease him 5 acres to cultivate bananas. The rental was \$100 per year and Pebbles paid the first year's rental for which he got a receipt stating "for one year's rental for 5 acres of land from January 15, 1978 to January 14, 1979".

On March 1, 1979 Rock Stoney served on Pebbles a notice requiring him to deliver up possession on June 1, 1979. Pebbles refused to leave and in February, 1980, Rock Stoney evicted Pebbles from the land and reaped the bananas thereon.

Pebbles claims to be protected by the Agricultural Small Holdings Act.

Advise him.

QUESTION 5

Ginnal is the owner of a block of ten apartments on land that is valued on the tax roll at \$20,000. The apartments were constructed in 1970 at a cost of \$90,000 and Robem Realty Company has advised that the replacement value of the apartments is \$120,000.

Ginnal is desirous of letting the apartments as separate units.

Advise him, explaining the principles on which a Rent Assessment Board will act in determining standard rents of the apartments.

QUESTION 6

GH the proprietor of several houses at 600 Sunshine Lane, in 1978, granted Mary Light the occupation of one of the houses. GH gave her a memorandum in the following terms:

"Received from Mary Light the sum of \$20 being one week's rent on house at 600 Sunshine Lane, and to continue on the same terms until determined by the lessor."

In 1979, M. Wate purchased the premises and purported to determine Mary's tenancy by notice to quit. Mary contends that under the terms of the tenancy only GH has the right to determine the tenancy.

- (a) Advise M. Wate.
- (b) Draft an appropriate form of notice to quit.

QUESTION 7

T, the tenant, covenanted to be liable for the repairs of a building demised to him. The building is constructed of pre-fabricated concrete with an external covering of river stones. Whenever the building expands the stones bow away from the concrete and have begun to fall off, creating great danger.

Inspection of the building reveals that if the stones had been properly tied expansion would not have affected them. Experts advise that the only way to remedy the defect is to take down all the stones and replace them with proper ties and expansion joints.

L, the landlord, now requires the tenant to carry out the necessary work to remedy the defect.

Advise T.

QUESTION 8

JB, the tenant of controlled premises at 100 Mud Lane, Kingston, allowed her nephew MD to reside with her at those premises. About a month after MD moved in, he commenced peddling in ganja as a result of which the police made a raid on the premises on two occasions.

OG, the landlord, is desirous of recovering possession of the premises.

Advise him.
