

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 1981

LANDLORD AND TENANT

Monday, May 18, 1981

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

Advise the parties in the following circumstances:-

(a) M, who became the registered proprietor of a dwelling house in Mandeville in 1941, gave her son, Jim, who had just graduated from the College, permission to occupy the premises until he was able to afford his own accommodation. After a year M urged Jim to vacate and continued to do so consistently but took no steps to regain possession since he always had some excuse to stay on. In 1947 Jim got married and continued to live on the premises with his wife Susan until his death in 1957. In 1965 M sold the premises to Marie who repeatedly requested Susan to vacate. The following year Marie put a padlock on the front door while Susan was away with relatives. On her return Susan broke the padlock and re-entered. She now refuses to leave arguing that she has acquired good title to the property by adverse possession.

(b) Under a written agreement for a building lease Jack constructed a building which he used for commercial purposes. The duration of the lease was not stated but rent was paid on a monthly basis. The landlord, X and Co.,

having fallen into arrears with mortgage repayments, the mortgagee foreclosed and soon after sold the property to Morely Ltd. Jack wishes to institute proceedings for recovery of possession against Morely Ltd. who argue that Jack has no rights since he was a mere licensee.

QUESTION 2

(a) Advise L, M and N as to their rights to inspect title in the following circumstances:-

FS, the freeholder, grants a 99-year lease to L who thereafter leases to M for a fixed term of 15 years. M assigns his sublease for the remainder of the term.

(b) Comment on the submission put forward by a learned attorney:

"that even assuming that the respondent had no estate in the land and conceding that in such a case the grant of tenancy of the land can pass no actual estate, the appellant is estopped from denying that the grant was effective to create the tenancy that it purported to create."

QUESTION 3

In August 1978 V purchased premises which had been occupied for several years by M.B. who used it as a residence for herself and her three teenage children. M.B. has also, since 1975, run a day care centre in an outhouse which she constructed in a corner of the large garden. In June 1978 M.B. went on holiday having instructed her oldest son to pay the rent to the landlord as usual on the first day of each month. On her return on the 16th September, 1978, M.B. discovered that the rent had not been paid and immediately delivered the arrears to V's wife at his residence. On the 23rd September, 1978, M.B. received from V a notice to quit in a month's time. On the 24th October, 1978, V's agent entered the outhouse to store a large quantity of cement therein. M.B.'s repeated requests to V to remove the cement since it was making it impossible for her to carry on her day care centre were to no avail. Two weeks later V removed the water-heater from the house and padlocked the outhouse.

Advise M.B. as to her legal rights.

QUESTION 4

Magnum Theatres Ltd. in December 1974 became the lessees by assignment of a theatre in Slipe Road for the remainder of a 21-year lease which was to terminate in December 1984. After they had been in possession of the premises for three months they discovered that the roof which was made of shingles was in a bad state of disrepair and that the surface of the rear wall was severely eroded. Magnum immediately gave notice to the landlord Realtors Ltd. to carry out the repairs.

The lease contained a covenant by the lessee:

"To keep the demised premises and the sanitary and water apparatus and all additions and improvements thereto in good and substantial repair and condition and properly decorated and in a state in every respect for cinematography entertainment but nothing in this clause contained shall render the lessee liable for structural repairs of a substantial nature to the main walls, roof, foundation or main drains of the demised building."

Having made a further request to Realtors Ltd. to carry out the repairs Magnum began to make arrangements for the shingle roof to be replaced by a wood and decromastic one and to replace the cement rendering on the eroded wall. Before the work began workmen who were employed by Realtors Ltd., sought access to the premises to carry out the repairs but were refused entry. Magnum thereafter carried out the repairs as planned and wrote to Realtors Ltd. claiming a refund of \$15,600.

Advise Realtors Ltd. who also inform you that the state of disrepair of the roof was the result of persistent neglect by the lessee's predecessors in title to carry out minor repairs.

QUESTION 5

By a deed dated 1st July, 1970, W leased residential premises in Allman Town to C for a period of fifteen years. The lease contained a covenant that:-

"In the event of the lessee being prepared to lease the demise premises for another term at the expiry of the term hereby created the lessee shall have the first refusal to lease the demised premises for a term of

years commencing from the expiry of the term hereby created such first refusal to be exercised by the lessee on or before expiry of the present term."

Before the expiration of the 15-year term C purported to exercise his option to renew in writing. W was willing to renew on condition that C would only use the premises for residential purposes. C has been operating his minibus business from the premises and is unwilling to take the lease on those terms.

Advise him.

QUESTION 6

B has been the tenant of a residential property in Papine on a yearly tenancy for the past 25 years. During that time he installed six air-conditioners in the house and established a very attractive garden. Recently the property was sold to ND who asked B to vacate since he wished to move in as soon as possible. B was unhappy about the situation but since he is a close friend of the ex-owner and had been given the first option to purchase the property he decided to vacate. When ND examined the premises prior to taking possession he discovered that all the air-conditioners had been removed and that the garden was greatly depleted. The hibiscus hedge had been rooted out and most of the rare varieties of tubers were gone. B's chauffeur informs ND that B had instructed him to move the uprooted plants and the air-conditioners to his new premises.

Can ND claim compensation for the air-conditioners and the plants and if so from whom?

QUESTION 7

Adlith has been the monthly tenant of a one-bedroom apartment in New Kingston since April, 1980. The landlord, Bob Sykes, recently sold the apartment to Francis and informed Adlith that as from June, 1981, the rent would be increased from \$210 to \$320. Adlith is very anxious to keep the apartment but feels that she cannot afford such a sharp increase. She therefore agrees to meet with Bob Sykes and Francis to work out some compromise. It appears that they were not able to agree and two weeks ago Francis visited the apartment at 9:00 p.m. and insisted on being given access to inspect the premises

He then proceeded to tell Adlith that since she was being unreasonable about the rent she would have to leave by the end of June. Adlith, who prefers to avoid conflict, agreed to leave and began to look for alternative accommodation but has not been successful. Last night Francis visited the premises again and informed Adlith that his workmen would be entering the premises at the weekend to paint the interior, since he would like the place to look beautiful before he moved in.

Adlith now seeks your advice as to what course of action she should adopt.

QUESTION 8

On what principle is the standard rent of controlled premises assessed and what procedure must the Board follow in making its assessment?
