

NOT TO BE TAKEN AWAY

NORMAN MANLEY LAW SCHOOL  
COUNCIL OF LEGAL EDUCATION

LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATIONS, 1988

LANDLORD AND TENANT  
(Friday, May 20, 1988)

Instructions to Students

- a) Time: 3½ hours
  - b) Answer any FIVE questions
  - c) In answering any question a candidate may reply by reference to the law of any Commonwealth Caribbean Territory, 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

(a) How far is it possible in practice to use the concept of the licence to evade the statutory regulations of the relationship of landlord and tenant in the case of leases of dwelling houses?

(b) Easy owns an unoccupied house at Baldwin Drive and had often spoken to Tough, his brother-in-law, of his fear of squatters. Some time in 1984 easy entered into a verbal agreement with Tough to allow him rent-free use of the house while Tough was carrying out repairs to his own house. Tough entered into possession and carried out additions to the house. He improved the security of the house by installing new grills where none existed and repairing grills which were already in place. His wife also restored the gardens which were previously in ruin. Easy had been a frequent visitor to the house up to 1986.

In April 1987 Easy requested Tough to leave the premises and has repeated this request many times since. He has now served a notice to quit with a view to ejectment.

Advise Easy.

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QUESTION 2

On the 25th September 1981 Welcome Properties Limited (Welcome) let Blackacre to Brown for ten years on their standard terms of lease which included:

- a covenant by the tenant to keep the interior and exterior of the premises in good and tenantable repair;
- a covenant by the tenant to permit the landlord, upon giving three days notice, reasonable access to inspect the premises;
- a proviso for re-entry for breach of covenant or arrears of rent.

In a recent inspection of the property, Welcome found a number of dilapidations affecting the windows, water pipe, floor panels, interior decorations and external painting.

Three months ago Welcome served a notice to repair on Brown, to date there has been no response from him. Welcome has therefore sought your advice as to their rights to re-entry and forfeiture.

Advise Welcome.

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### QUESTION 3

In 1982 Lord leased a house at 10 Ruthven Row to Tenny by deed for seven years at a rent of \$8,000 per annum payable quarterly. In the lease Tenny covenanted, inter alia, not to use the property for any purpose other than residential.

In June 1983 Tenny assigned the lease to Charles who nine months later sublet to Donny for the remainder of the term, less one day. After the assignment Lord conveyed the reversion to Rob who has now discovered that the rent is two years in arrears and that Donny has started to operate a club and discotheque in the house.

Advise Rob.

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### QUESTION 4

Andre has taken a one-year lease on townhouse number 3 in a row of nine townhouses belonging to Mark.

Because of faulty construction, water has begun to seep into Andre's main bedroom from the bathroom of townhouse number 2.

Mark has let townhouse number 4 to a group of weirdly attired young men who regularly chant, clap and pray between 11 p.m. and 4 a.m. Andre's work which is highly technical, is beginning to suffer from the consequent lack of sleep.

There is also a derelict house on grounds opposite Andre's block and large rats have been invading Andre's small garden and ground floor rooms to the terror and distress of his wife and small daughter.

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

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QUESTION 5

By a deed dated July 1, 1978, Willy leased residential premises on Old Hope Road to Berry for a period of fifteen years. The lease contains a covenant that:

"In the event of the lessee being prepared to lease the demised 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."

In April of this year Berry purported to exercise his option to renew in writing. Willy was willing to renew on condition that Berry would only use the premises for residential purposes. Berry has been operating his minibus business from the premises and is unwilling to take the lease on those terms.

Advise Berry.

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QUESTION 6

Slum Lord is the owner of an eight-room house at Rum Lane which he has let to four tenants individually. Each tenant's apartment 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 december 1, 1987, Sufferer, one of the tenants, was three months in arrears with his rent in the sum of \$600. On that day Sufferer obtained postal orders for that sum and sent them by mail to Slum Lord. On December 2, 1987 Slum Lord engaged the services of C. Mushay to levy distress on the goods of Sufferer.

Mushay gained access to Sufferer's apartment by entry through Gloria's apartment and by forcing the locked door between their apartments. Mushay distrained on a refrigerator, stereo set and television set, appraised at \$5,000.

Advise Sufferer.

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QUESTION 7

Mary, Jane and Louise consult you about the possible application of the provisions of the Rent Restriction Act in the following circumstances:

- a) Mary has lodgings with Miss Mattie, who does her laundry, cleans her room, provides her with breakfast on weekdays and with all meals on weekends. She currently pays Miss Mattie \$350 per month. She wishes to have a standard rent fixed for her lodgings.
- b) Jane let a furnished house for which the rent was fixed by the Rent Assessment Officer eighteen months ago. Since then she has installed full glass doors to the

living room, replaced old kitchen cupboards 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?

- c) Louise has been asked to deposit the sum of \$500 against breakage before she assumes the tenancy of an unfurnished studio apartment at Oxford Road. No mention was made of re-payment on termination of the tenancy.

Advise in each case.

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QUESTION 8

Modern Developers Limited wish to offer standard leases for the following scheme:

thirty apartments in a four storey building with swimming pool, tennis courts and common parking.

What special considerations would you bear in mind when taking instructions for these leases?

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