

LT17 Supp

NORMAN MANLEY LAW SCHOOL
COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL LIBRARY
COUNCIL OF LEGAL EDUCATION
MONA, KINGSTON, 7 JAMAICA

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATION 1990

Copy 1

FOR REFERENCE ONLY

LANDLORD & TENANT
(Wednesday, August 15, 1990)

Instructions to Students

- a) Time: 3 1/2 hours
- b) Answer FIVE (5) questions only.
- 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 territory.
- d) It is unnecessary to transcribe the questions you attempt.

QUESTION 1

Goody is a monthly tenant of a house owned by Andy. Without Andy's consent, Goody made an oral agreement with Marco for him to occupy the premises for six months while Goody and his family were abroad, and to pay the rent to Andy in Goody's name.

Marco took possession of the house but after two months had elapsed Goody returned from abroad and asked Marco to vacate the premises. Marco refused to do so and continued to pay the rent to Andy for eight months thereafter, until Goody, in a bid to resume possession, placed padlocks on all the exterior doors of the house. Marco subsequently removed the locks. Goody now seeks your advice.

What is your advice? Give reasons.

QUESTION 2

Laura entered into verbal negotiations with Titus for the grant of a lease of her property for a period of five years certain with an option to renew for a further term. Titus entered into possession of the property on September 1, 1989 and thereafter paid rent on a monthly basis. Three months later Laura wrote to Titus confirming the terms of their oral agreement and Titus signed the letter acknowledging the terms set out in the letter. The letter read as follows -

QUESTION 2 (Cont'd)

"Dear Sir,

I write this letter to you as the owner of No. 4 Buttercup Park the subject of your tenancy.

I am prepared to let you, with effect from 1st Sept. 1989, the said premises on the following terms:

- a) The rental will be \$1500 per month payable on the first day of each month in advanc. The rental paid for Sept. - Nov. is hereby acknowledged.
- b) It shall be your obligation to pay for electricity, water and telephone services.
- c) You will keep the premises in good repair and condition fair wear and tear excepted.
- d) My obligation will be to pay all rates and taxes to insure the premises and to keep the premises in structural repair.
- e) With my consent you may allow any other person to occupy the house, you however, remaining responsible to me for the payment and the discharge of the other obligations.
- f) The term of the letting shall expire on Sept 30, 1994. If you accept the terms set out herein could you kindly countersign the duplicate of this letter and return it to me".

QUESTION 2 (Cont'd)

In March 1990 Titus served Laura one month's notice to quit. The notice has now expired and Titus has moved out of the premises. Laura has sought your advice in this matter.

What is your advice? Give reasons.

QUESTION 3

Your client Harry, has agreed to take a lease for 30 years of a house built in 1930 and located in a prime residential area. The draft lease, drawn by the lessor's attorney contains (inter alia) the following covenant by the lessee -

"to well and substantially repair and keep in thorough repair and good condition all the premises hereby demised and the said premises being so repaired and kept together with all fixtures to peaceably yield up to the landlord his personal representatives or assigns at the end or sooner determination of the term hereby granted." Harry seeks your advice as to the nature and extent of the obligations which will be imposed on him by this covenant.

Advise him.

QUESTION 4

(a) Dan is the owner of a two-storey building in the city. He lets the ground floor to Millie for 5 years at a yearly rent of \$24,000 for use as a shop. The lease is by deed but contains no express covenants by the landlord. In order to carry out certain urgent repairs to the upper floor, which he occupies, Dan erected scaffolding which blocked the entrance to the shop. As a result Millie's business declines. After a week Millie asks Dan to remove the scaffolding but he refuses, stating that he will do so only when he completes the repairs.

Advise Millie as to Dan's liability, if any.

- (b) In respect of a lease, distinguish -
- a) a right of first refusal to renew;
 - b) an option to renew the lease;
 - c) a perpetually renewable lease.

QUESTION 5

Trusty was a monthly tenant of Lip, paying his rent on the 5th of each month. On the 5th April, 1990 he received the following notice from Lip -

"To Trusty,

I, the undersigned GIVE YOU NOTICE to quit and deliver up possession of one room, the premises at 50 Grazetts

QUESTION 5 (Cont'd)

Crescent in respect of which you are tenant, on the 5th May next or at the end of the month of your tenancy which will expire next after the end of one month from the date of the service of the notice to you.

Dated this 5th day of April, 1990.

Signed: Lip

Served: Lip."

On the 5th May, 1990, Trusty tendered his rent of \$200 to Lip, but he refused to take it, insisting that Trusty vacate the room at once. Trusty remained and on the following day while Trusty was lying in bed watching test cricket Lip came to the window of the room and said: "You not leaving"? He then push the window which gave way and fell into the room.

Lip then came to the door of the room, turned the knob and pushed the door with such force that it hit against a cabinet toppling it. The glass of the cabinet and the china therein, all got broken. Lip then shouted: "If you don't come out now I going break every bone in you body".

Trusty who was able to escape unhurt, now consults you.

What is your advice? Give reasons.

QUESTION 6

In May 1985 Rich Forbes leased his large family mansion to Just Wealthy, an American citizen, for a term of ten years. The rent was relatively small but the lease contained stipulations that the tenant should put the property in good order and make considerable improvements to it over the period of the lease. The lease also stipulated that the tenant was not to assign or underlet or part with possession of any part of it, except for a cottage for an employee. Further, the tenant covenanted not to carry on or permit to be carried on any trade or business on the premises or permit them to be used in any other manner than as a private dwelling house.

The lease also contained the following clause -

"If any rent is in arrear for 21 days whether legally demanded or not or if the Tenant commits any breach of his obligations under this lease or commits any act of bankruptcy or permits any process or execution to be levied on his goods then the Landlord may re-enter upon the premises and immediately terminate the tenancy as if written notice to quit had been given and had expired and thereupon the tenancy hereby created shall determine but without prejudice to any remedy for any antecedent breach by the Tenant of any of the provisions hereof."

QUESTION 6 (Cont'd)

In December 1989 Wealthy went to the United States on business and was subsequently banned by the appropriate Minister from re-entering the country. As a result of this absence Wealthy failed to pay two very small debts and the first quarter's rent for 1990. The store owners to whom he owed the debts have obtained judgements for the amounts owing to them and execution has been levied on his good on the premises. Wealthy who is still abroad, has now paid his debts and redeemed his goods. He has also paid his rent, although outside the forfeiture period. Nevertheless, Rich Forbes wishes to terminate the lease and has sought your advice.

What is your advice? Give reasons.

QUESTION 7

Miko, who is a tailor, rented a room from Bianca on a monthly tenancy at a rental of \$300 per month. He is now four months in arrears. Bianca has served notice on him to quit for non-payment of rent. At the end of the period of notice Bianca commenced proceedings for recovery of possession.

Before the matter came to trial, however, Miko moved all his possessions out of the room and took them next door to his

QUESTION 7 (Cont'd)

friend Eddie. On discovering this Bianca instructed the Bailiff to levy distress for \$1,200 arrears of rent on Miko's good at Eddie's premises. The bailiff forcibly entered Eddie's house and seized a sewing machine and refrigerator matching the description Bianca gave him.

Miko who is quite angry at the seizure of his property comes to see you for your advice.

What is your advice? Give reasons.

QUESTION 8

Mary Brown owns three properties which are subject to rent restriction/control legislation. The properties are known as Lots A, B, and C. Lot A is a two bed-room two-story house which is unoccupied. Lot B, a one bedroom apartment is let to Ursula at a rent of \$800 per month. Lot C consists of four bedrooms, and is let to an elderly couple, Mr. & Mrs. Coolidge who have been living there for many years.

With regard to Lot B, it appears to Mary Brown from the number of different motor cars seen at the gate daily, that the apartment is being used for immoral purposes.

With regard to Lot C Mary has decided that she would like to live in it along with her four children.

QUESTION 8 (Cont'd)

- (a) What steps should Mary Brown take with a view to obtaining possession of Lot C? Is she likely to succeed?
- (b) Mary Brown intends, whenever Ursula is not at home to enter with workmen and place Ursula's possessions on the lawn and bolt up the doors to the apartment. Advise Mary Brown on this course of action.
