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NORMAN MANLEY LAW SCHOOL.  
COUNCIL OF LEGAL EDUCATION

LEGAL EDUCATION CERTIFICATE

FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1991

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MONA, KINGSTON, 7. JAMAICA

LANDLORD AND TENANT

(Tuesday, August 13, 1991)

Instructions to Students

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

(a) Dr. Toby has been a warden at Bridgeox Hall, a hall of residence of the University of Providence, for the past five years. He occupies a ground floor apartment in the Hall which has its own entrance.

The Vice-Chancellor of the University has recently discovered that Dr. Toby has a boarder living in the apartment contrary to Hall regulations and has terminated his contract of employment as warden.

Dr. Toby who is of the opinion that he is a tenant of the University seeks your advice as to whether he can stay on in the flat.

What is your advice? Give reasons.

(b) Lindos Co. Ltd. (Lindos) employs Roydel as a clerk in their travel agency. When Roydel was evicted from his last home Lindos allowed him to occupy the apartment above the travel agency's offices which was empty at that time. Lindos deduct the rent from Roydel's wages on a monthly basis. Roydel has now found a better job in the area but wishes to continue to occupy the apartment as his home.

Roydel seeks your advice as to whether he will be able to do so.

What is your advice? Give reasons.

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QUESTION 2

Outline the main considerations you would be interested in

when taking instructions for a lease distinguishing between commercial premises in a shopping plaza and an apartment, part of a strata plan/condominium.

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**QUESTION 3**

Harold is the owner of a large parcel of land on which he has constructed two factories and several dwelling houses. By an agreement in writing he lets one of the houses to Roy for use as his residence. Roy's house is separated from the factories by a private road.

Harold lets one of the factories to Calvin who uses it to manufacture plastic products, while he retains possession of the other factory.

Shortly after Roy's occupation of the house he becomes ill due to noxious fumes coming from Calvin's factory. Two months after Roy recovers from this illness he again becomes ill this time due to noxious fumes from Harold's factory.

Advise Roy as to his remedies, if any, under his tenancy agreement.

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**QUESTION 4**

Louise rented certain premises to Trixie. It was an express term of the tenancy agreement that Trixie should not assign, sublet or part with possession of the premises without the consent of the landlord. Trixie subsequently assigned the tenancy to Annie without seeking the consent of Louise. At the time of the

assignment a period of six months remained under the terms created by the tenancy. Louise was not in agreement with Annie acquiring the tenancy but as Annie paid the rent punctually Louise accepted the rent for the following two months. Louise however, has now commenced ejectment proceedings.

Advise Annie who not only wishes to remain in possession for the remainder of the term but also wishes to exercise the unrestricted option to renew contained in the tenancy agreement.

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**QUESTION 5**

By a lease dated January 10, 1975, Realtors Ltd. demised Blackacre to Arthur Cox for a term of twenty years upon their standard terms of lease which included -

- (i) a covenant by the tenant to keep the interior and exterior of the demised premises in good and tenantable repair;
- (ii) a covenant by the tenant to permit the landlord to inspect at any time, and a proviso whereby if after such inspection the landlord gave notice of any disrepair and the tenant did not remedy the same within three months, that landlord might enter and carry out all necessary work and recover the cost thereof from the tenant;
- (iii) a proviso for re-entry for breach of covenants or arrears of rent.

On May 20, 1991, Realtors Ltd. surveyed the property and found a number of dilapidation both internally and externally.

Arthur Cox consults you about the threat of forfeiture of his lease and the possibility of relief against this forfeiture.

What is your advice? Give reasons.

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#### QUESTION 6

Advise on the validity and effect of the notices to quit in the following cases in which the premises are all exempt from rent restriction/control legislation -

(a) Mazie was let a cottage at 40 Blueberry Drive on a tenancy agreement for one year from April 1, 1985, with an option on giving three months' notice to continue on a quarterly tenancy thereafter. The tenancy was so continued until near the end of 1990. On December 20, 1990, the landlord served notice to quit in the following terms -

" I hereby give you Notice to Quit 40 Blueberry Drive on or before April 1, next".

(b) In August 1982, Jane let premises at "Fairhaven" on a lease determinable by three calendar months notice at any time. She has now been served with a notice to quit dated April 21, and delivered by post April 24, which states -

"I hereby give 3 months' notice of termination of lease you hold on "Fairhaven".

(c) Black entered into a monthly letting of premises to Brakes and Light who used it as a motor car repair

shop. They have now written to him stating -

"We wish to give notice of our intention to leave at the end of the next month if we find cheaper premises".

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QUESTION 7

By a lease dated May 1, 1986, to Paddy for twelve years Herman let a house at a yearly rent of \$24,000 payable by equal monthly installments in advance. Further, Herman is the landlord and Francis the tenant of a warehouse under a ten-year lease granted on January 1, 1987. This lease contains a covenant against assignment by the tenant without the landlord's consent. Neither property is subject to rent restriction/control legislation.

Paddy's rent is now five months in arrears and Francis on August 6, 1990, without the consent of Herman assigned the residue of his term to Fred.

Herman wishes to know -

- (i) whether there is any legal remedy, other than proceedings in court, whereby he can speedily recover the arrears of rent from Paddy and if there is, what procedure should be followed;
- (ii) whether he can terminate either or both leases and if he can, what procedure should be adopted.

What is your advice? Give reasons.

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**QUESTION 8**

Tommy became the tenant of a furnished studio apartment subject to rent restriction/control legislation. The rent had been determined by the relevant authority at \$500 per month, but the landlord asked and Tommy paid \$700 per month. The written agreement contained inter alia a provision to the following effect:-

"Provided always that if any part of the said rent shall be in arrears for 21 days whether lawfully demanded or not the lessor or his assignee may re-enter upon the said premises and immediately thereupon the said term shall absolutely determine".

Tommy leads a very carefree life and on several occasions he has been up to two months in arrears with his rent and in two or three cases he paid the full rent in two installments. He has no very clear record of the current position with respect to his rent but when he returned from Florida a week ago his personal effects had been carefully placed outside the corridor of the apartment.

Tommy now seeks your advice.

What is your advice? Give reasons.

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