

NORMAN MANLEY LAW SCHOOL  
Council of Legal Education

LEGAL EDUCATION CERTIFICATE  
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1992

LANDLORD AND TENANT  
(Wednesday, August 12, 1992)

Instructions to Students:

- (a) Time: 3 1/2 hours.
  - (b) Answer FIVE questions only.
  - (c) In answering any question a student 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

W, whose teenage children were abroad attending college, agreed in September 1989 to let A and B into possession of two bedrooms with an attached bathroom and a small kitchenette, part of his large dwelling house. A and B were final year medical students at that time and agreed that they would vacate the rooms when W's children returned home at the end of their studies in September 1990. The consideration was to be \$2,500 per month to include the cost of utilities. W's wife who missed her children terribly was very kind to A and B and provided them with substantial meals daily in return for which A and B assisted her with the household chores and the gardening.

W's children did not return in September 1990 and in December 1990 W and his wife went abroad to join them. A and B were let into possession of the whole house and continued to pay \$2,500. In January 1992, W decided to sell the property and A and B who were reluctant to give up the accommodation agreed to purchase the house. However, having paid the deposit A and B experienced great difficulty securing a mortgage for, although there was little doubt that they would find employment at the end of their internship in September 1992, the mortgage company was unwilling to make the loan until they were in fact employed.

for the latter to occupy the other cottage from January 1989. Olivia occupied the cottage for two years but thereafter she ran into financial difficulties. To resolve her problems she verbally agreed to let her girlfriend Lola live in the cottage for a few months and for Lola to pay the rent to Lupie. Lupie verbally consented to Lola taking Olivia's place for a few months. However, a year has now passed and Olivia has not returned. Lupie wishes to put an end to this arrangement because he does not like Lola's boyfriend who frequents the cottage. He therefore visited the cottage recently and placed a padlock on the front door.

Lupie has sought your advice with respect to the matters at (a) to (c) above.

What is your advice?

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Question 2

Clever entered into oral negotiations with Timmy for the grant of a lease of his property for a period of five years certain with an option to renew for a further term. Timmy entered into possession of the property on December 1, 1990, and thereafter paid rent on a monthly basis. Three months later Clever wrote to Timmy confirming the terms of their oral agreement and Timmy signed the letter acknowledging the terms set out in the letter. The letter

read as follows -

"Dear Mr. Timmy Tubbs:

I write to you in my capacity as the owner of No. 44 Independence Parkway, the subject of your tenancy.

I am prepared to let to you, with effect from 1st Dec. 1990, the said premises on the following terms:

a) The rental will be \$2,500 per month payable on the first day of each month in advance. The rental paid for Dec. - March is hereby acknowledged.

b) It shall be your obligation to pay for all utility rates - electricity, water and telephone services.

c) You will keep the premises in good tenant-like 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 good 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 of rent and the discharge of the other obligations.

f) The term of the letting shall expire on Dec. 31, 1996. If you accept the terms set out herein could you kindly countersign the enclosed copy of this letter and return it to me."

In March 1992, Timmy served Clever one month's notice to quit.

The notice has now expired and Timmy has moved out of the premises.

Clever has sought your advice in this matter.

What is your advice?

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Question 3

Draft an appropriate reply to the following letter -

" Dear Attorney,

Let me thank you for dealing so promptly with my Uncle's estate.

I now need your advice, however, with respect to the apartment which my Uncle left me.

It is my hope that upon my retirement I shall return to the country and live in the apartment. Unfortunately, I am not certain at this stage whether I will opt for an early retirement in five years time, or go the full ten years. In the meantime, I wish to lease it fully furnished, but you will need to advise me as to the most appropriate period or periods having regard to my uncertainty as to retirement.

I have been told by a friend that it will not be necessary for me to enter into a formal lease. Please advise whether this is in fact correct and if not, please indicate the

matters that would normally be included in such a document.

I have also been told that I will not be able to determine the rent to be paid. Please advise as to whether this is so.

Thanking you,

Yours sincerely,

(Ann Lucky)."

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Question 4

Lee, the tenant for life of a block of apartments, granted Tracy a five year lease of a one-bedroom apartment. The lease did not contain an express covenant for quiet enjoyment.

(a) Lee has started to construct a badminton court in the open space in front of Tracy's apartment for the use of all the tenants. Tracy is not a badminton player and she complains that the noise and the dust created by the construction are intolerable.

(b) Sylvia who is a member of a singing group, is the tenant

of the apartment immediately above Tracy's. Tracy complains that Sylvia's evening rehearsals disturb her, and that water from a defective bath in Sylvia's apartment recently began penetrating into her apartment.

- (c) Cockroaches and other insects from a store-room controlled by Lee and located below Tracy's apartment have been infesting her apartment.

Advise Tracy with respect to the above.

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Question 5

In 1985 Tilly entered into an oral yearly tenancy of an apartment in a small apartment complex owned by Lambie. The apartment is not subject to rent restriction/control legislation.

At the time she went into possession the building had been recently constructed but with the passing of time the apartment building and the common areas thereto have not been maintained by Lambie.

Last week Tilly came to see you and told you the following -

- (a) that the structure and exterior of the building have begun to fall into disrepair so that moisture had penetrated the external walls of her apartment to the

extent that fungus was growing on the inside walls;

- (b) most of the light fixtures in the corridors of the building are not functioning so that the corridors are dimly lit at night;
- (c) the electric wiring inside her apartment is unsafe to the extent that a number of wall sockets do not work;
- (d) the window frames to her apartment are no longer water resistant so that when it rains water penetrates into the flat through the frames and in addition there are three broken window panes;
- (e) there is a defective toilet in her apartment and water drips from the drain pipe of the basin;
- (f) an external water drain outside the apartment regularly becomes blocked with leaves and thus causes water to seep into the internal wall of the apartment.

Tilly has sought your advice with respect to the above. What is your advice?

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Question 6

On November 1, 1989, Alban granted a lease of his house to Bernard for 10 years at a yearly rent of \$24,000 payable in advance in equal monthly instalments. The lease contained the following covenants, inter alia, by the tenant -

- (1) to pay the rent reserved in manner aforesaid:
- (2) to keep the demised premises in good and substantial repair;
- (3) not to assign, underlet or part with possession of the demised premises without the consent of the landlord."

The lease also contains a proviso for re-entry and forfeiture if the tenant is in arrears for twenty-one days and also on breach of any of the other covenants contained in the lease.

Bernard has not paid rent since November 1991. In January this year he sublet two rooms in the house to Carlton, without Alban's consent. The house is also in a state of disrepair.

- (a) Advise Alban whether he can forfeit the lease and if so what steps he should take.
- (b) If Alban can forfeit the lease can Bernard obtain relief against forfeiture?

Question 7

In 1990 Loren let a dwelling house to Tara at a monthly rent of \$2,000. In 1991 Tara sublet two rooms in the house to Sally. Tara is six months in arrears of rent. Loren, who has unsuccessfully made several demands of Tara for payment has now consulted you. She tells you that she needs money urgently and that filing an action for the rent due will not in the circumstances be of much help as she may have to wait for several months before the case is heard.

She would like to know whether there is any legal remedy available to her to enable her to recover the arrears of rent quickly.

Advise Loren as to the nature of the remedy available and state the procedure to be followed in levying a distress.

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Question 8

Mrs. Quant has been the monthly tenant of a small apartment for the last twelve years. The apartment is part of a converted house subject to rent restriction/control legislation. The apartment has sleeping and cooking facilities but she shares a

bathroom with another tenant in the same house. In addition she is permitted to enjoy the use of the garden although she has no legal right to do so. The house is located in a quiet residential area, but within walking distance of a shopping plaza.

Last month her landlord, Springred Limited, gave her notice to quit on the ground that the apartment was required for repairs - wooden floors and kitchen cupboards to be replaced. They have offered her alternative accommodation on Main Street. This accommodation is again an apartment in a converted house somewhat larger in size than her present apartment and includes a bathroom of which she would have exclusive use. The house, however, has no garden.

Main Street is a busy traffic thoroughfare and immediately next door to the house in which the accommodation is being offered there is a fried fish and chicken shop. There is also a hospital, cinema and bar close by. It is a noisy area where at all hours of the day and night people are coming and going.

Mrs. Quant has come to see you for advice. She admits that the apartment on Main Street is more spacious and convenient in that it has its own bathroom. However, the environment is quite unsuitable. She would only accept it if she had to. Further, she is of the view that the proposed repairs are not essential.

What is your advice?

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