

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1995

LANDLORD AND TENANT

Tuesday, August 8, 1995

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.

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PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

Leroy is the owner of "The Ark", a property with a main house and a cottage thereon. (The property is not subject to rent restriction/control legislation.)

(i) In 1975, Charles was employed by Leroy as his chauffeur and estate supervisor for "The Ark". Charles was paid a weekly salary and as part of his remuneration for his services he was permitted to use a flat attached to the main house at "The Ark" as his residence. Leroy's nephew has recently come to live at "The Ark" at the main house and Leroy no longer wishes to continue the arrangement with Charles, as his nephew is very helpful with driving him around and helping to manage the estate.

(ii) Leroy entered into an oral agreement with Olivia for the latter to occupy the cottage from January 1992. 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 Leroy. He verbally consented to Lola taking Olivia's place for a few months. However, a year has now passed and Olivia has not returned. Leroy 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.

Leroy has sought your advice with respect to the matters at (i) and (ii) above.

What is your advice?

QUESTION 2

Lorice granted a lease of her house to Dr. Ego, a psychiatrist, for residential use only. The lease contained all the usual covenants contained in a residential letting. At the time of the demise, Lorice had just begun erecting an apartment complex on the adjoining property on the northern side.

Lorice also owns the adjoining property on the southern side and has leased it to Leigh, a reggae/soca band leader who resides there but also conducts band rehearsals on most weekdays between 6.00 p.m. and 11.00 p.m.

Recently, Dr. Ego, who is a consultant at the Mental Hospital, has been meeting with private patients in the afternoons at his residence but has been unable to conduct his sessions properly because of the noise coming from the construction site next door. Further, the dust from the site is affecting his sinuses, and to make matters worse, he is unable to sleep at nights until the band has ceased practising.

Advise Dr. Ego.

QUESTION 3

- (a) Cassie, who lives in England, has recently written to Leslie, her friend at home, telling her that she is looking for a furnished apartment to rent in a nice residential area. She asked her to arrange the rental of a property with two bedrooms and is prepared to pay a rent of \$1,000 a month. Leslie locates the requested premises, but writes to Cassie

indicating that she must pay the first month's rent on January 1, 1995, in order to secure the rental of the premises. Leslie executes the lease on her behalf which only makes provision for the payment of rent and that she cannot determine the lease unless she gives six months' notice in writing.

Two months later Cassie arrives home to occupy the premises and discovers -

- (i) there are no windows in the bedrooms;
- (ii) the place is infested with bats and rodents;
- (iii) the water from the toilet seeps into the kitchen whenever she flushes the toilet.

Cassie, having no where else to go, remained on the premises. However, she wrote the landlord asking him to remedy the situation. Recently, as a result of the constant seepage of water in the kitchen, the floor of the house collapsed while Cassie was in the kitchen, causing serious damage to her legs. Cassie consults you.

Advise her.

- (b) Briefly state the covenants which ought to have been included in the lease at (a) above.
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QUESTION 4

In 1991, Mannie granted a lease to Liam for a period of 10 years at a monthly rent of \$2,500. The lease contained the following clauses -

- (1) not to assign, sublet or part with the premises or any part thereof;
- (2) to use the premises in a tenant-like manner.

The lease also contained a forfeiture clause for non-payment of rent and breach of the other covenants in the lease.

By March 1994, Liam had sublet the premises to Rachael and was in breach of clause 2 of the lease. He is also 3 months in arrears of rent.

Advise Mannie as to how he can forfeit the lease and whether he can have Rachael removed from the premises.

QUESTION 5

In January 1990, Mary by deed leased a dwelling house to Patsy for a period of 10 years at a rent of \$3,000 per month.

The lease contained the following clauses -

- (1) the tenant, if he so desires, may at any time during the term purchase the freehold reversion for \$300,000 on giving the landlord six months' notice of such desire;

- (2) the tenant not to use the property for business purposes;
- (3) the tenant to erect a concrete wall around the demised premises within 2 years from the commencement of the term hereby granted.

In August 1993, Patsy assigned the property to Felix, who nine months later sublet to Andy for the period of seven years. In May 1995, Mary conveyed the freehold reversion to Castanet who now discovers that -

- (i) the rent is 3 months in arrears;
- (ii) Felix is operating a tailor's shop;
- (iii) the wall has not been constructed.

Advise Castanet.

QUESTION 6

- (a) A lease of a dwelling house situate at Back Street, Bayside, granted by Lenny Williams to Ravi Sumad for 10 years commencing February 12, 1992, contains the following clause -

"Provided that if the Landlord or the Tenant shall be desirous of determining this lease before the expiration of the term hereby granted and shall give to the other party at least four months' notice in writing, then the term hereby granted shall cease."

Williams has consulted you, stating that she would like to recover possession of the premises at the earliest possible moment.

Prepare the notice to quit.

- (b) On November 30, 1990, Webber granted Victor a tenancy from year to year of a dwelling house, together with a building used as a shop situate at Rose Lane at a rent of \$12,000 per annum. On May 15, 1995, Webber met Victor's wife in a store in the city and handed her a letter which reads as follows -

"NOTICE TO QUIT

Dear Victor,

By this notice I require you to give up possession of the shop on or before October 1995. If you remain in possession of the shop after this notice expires you shall be required to pay \$24,000 a year for the whole premises.

Yours faithfully,
Webber"

Advise Victor on the validity of this letter as a notice to quit.

QUESTION 7

On March 10, 1990, Mickey Ronnie by deed granted a lease of a building, including two apartments which were located at the side of the building, to Cecil for 10 years at a yearly rent of \$8,000 per annum. The lease provided that either party may determine the

lease by giving three months' written notice. Cecil opened up a grocery in the main part of the building and sublet the two apartments to Yoko and Marianne.

Two years later, due to financial difficulties, Cecil is unable to pay the rent and is owing Mickey \$16,000 in rent.

Yesterday, at 9.00 A.M., a bailiff entered the grocery and seized some tins of food off the shelves, 2 cash registers, a refrigerator and a portable stereo which belongs to Yoko. Yoko, seeing this, quickly snatched the stereo from the bailiff and returned to her apartment and locked the door. The bailiff then broke open the front doors to the two apartments, took the tenants' beds and clothes and took back Yoko's stereo.

The following day Mickey served notices to quit on Cecil, Yoko and Marianne, giving them one month to vacate the premises.

Advise Cecil, Yoko and Marianne.

QUESTION 8

John Jones, the owner of premises subject to rent restriction/control legislation and known as Lot 6 Exuma Row, has just returned from abroad having won ten million dollars on the lottery. He has decided not to work for the rest of his life and to live frugally.

While abroad, he had let his premises at Lot 6 Exuma Row, which consisted of three rooms, to Tom Smith, a labourer, who

occupied it with his wife and ten children, at a rental of \$200 monthly although the maximum permitted rent was \$300 monthly.

Since his return John Jones has been trying unsuccessfully to persuade Smith to leave the premises so that he can occupy it with his wife and child. He has offered to find Smith alternative accommodation in two areas of the city but Smith says that one is in a high crime area and in the other there is no running water in the house and he is not prepared to use the standpipe provided for persons living in the area. Jones further offered Smith \$10,000 if he would leave but Smith has refused it. Jones now informs Smith that if he wants to stay he will have to pay a monthly rental of \$300, whereupon Smith replies that he has no intention of paying any rent exceeding \$200 monthly.

Jones has now served Smith with a notice to determine the tenancy.

What are the chances of Jones being able to recover possession of his premises?
