

**COUNCIL OF LEGAL EDUCATION  
NORMAN MANLEY LAW SCHOOL**

**LEGAL EDUCATION CERTIFICATE  
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 1997**

**LANDLORD AND TENANT**

**(Tuesday, August 12, 1997)**

**Instructions to Students**

- (a) Time 3½ hours
- (b) Answer **FIVE** questions.
- (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.

---

**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED**

**QUESTION 1**

Libby, the owner of a three-apartment building (not subject to rent restriction/control legislation), has agreed with three tenants to enter into the following lease agreements -

- (i) with Teddy for a term of 21 years to begin at a time to be determined by the parties;
- (ii) with Toby, the caretaker of the building, for the duration of his employment;
- (iii) with Tessa "for the term of one year and so on from year to year until the said tenancy shall be determined which tenancy shall not be determined by Libby until he requires the said premises for his own use and occupation".

All three took possession of their respective premises on May 30, 1995, the commencement date of their leases.

Libby has recently agreed to sell the apartment building to Sunray Ltd. subject to Libby obtaining vacant possession of all the apartments.

- (a) Libby now seeks your advice. Advise him.
  - (b) Draft a notice to quit to Tessa.
-

**QUESTION 2**

Draft an appropriate reply to the following letter -

"Dear Attorney,

Thank you for dealing so promptly with my mother's estate.

I need your advice, however, with respect to the house which my mother has left me.

It is my intention that upon my retirement I shall return to the country and live in the house. I am not certain at this stage, however, whether I will opt for an early retirement in five years time, or go the full ten years. In the meantime, the house needs to be occupied so that it can 'earn its keep', but you will need to advise me as to the most appropriate arrangements to be made, 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 as the property falls under some rent legislation. Please also advise as to whether this is so.

Thanking you and hoping to get an early reply,

Yours sincerely,

Paul Pepper"

---

**QUESTION 3**

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

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

Shortly after David's occupation of the house he became ill due to noxious fumes coming from Jerry's factory. Two months after David recovered from this illness, he again became ill, this time due to noxious fumes from Kenny's factory.

Advise David.

---

**QUESTION 4**

Troy, the yearly tenant of residential premises constructed in 1990, executed a written lease with Lois in which he covenanted, inter alia,

"to keep the interior and exterior of the demised premises in good repair and condition and to yield up the same in that state".

The walls and roof of the building are constructed of prefabricated concrete with an external covering on the front wall of river stones.

Whenever there is a 15° or more change in the temperature, the building expands slightly causing the stones to bow away from the concrete with a few falling off on each occasion.

Further, the roofing has begun to develop very fine cracks so that when it rains very heavily slight moisture forms on the ceiling in all the rooms, thus causing the paint to flake, but no actual leaking has yet occurred.

Inspection of the building by experts reveals that had the stones been properly tied the temperature changes would not have affected them. To remedy the defect the stones will have to be removed and replaced with proper ties and expansion joints.

With respect to the roofing, the experts advise that the cracks have been caused by the building settling on what is loose soil. It will therefore need to be tarred and pebbled.

Both repairs will involve substantial financial costs.

Lois now requires Troy to carry out the necessary repairs. He seeks your advice.

Advise him.

---

#### **QUESTION 5**

On August 10, 1993, Vasha leased premises to Chad for a term of 10 years at a rent of \$6,000 payable monthly in advance. The lease contained, inter alia, covenants by the tenant -

- (1) not to assign underlet or part with possession of the demised premises;
- (2) to keep and deliver up the demised premises in good tenantable repair.

The lease also contained a covenant that the landlord should have the right of re-entry on breach of any of the tenant's covenants.

In 1994, Chad sought permission from Vasha to rent a room in the house to a law student. Vasha granted permission. Later in September 1995, Chad, without seeking Vasha's permission, sublet another room in the house to a medical student. Two months later, while Vasha was inspecting the premises, she realised that another room had been sublet. Further, the premises were in a state of disrepair. In January 1996, Vasha served notice on Chad asking him to remedy the breaches. Two days later, Vasha repossessed the premises whilst it was unoccupied and changed the locks. No rent is in arrears.

Advise Chad.

---

#### **QUESTION 6**

On June 30, 1995, Mary leased a house situated at Mayfair to Barry for a term of 3 years at an annual rent of \$48,000 payable in advance on June 30. On June 6, 1996, Barry sublet the house to Celia for the balance of his term. On December 31, 1996, Barry surrendered his term to the landlord who accepted the surrender. Barry has not paid rent since June 30, 1996. The landlord is claiming \$96,000 rent for the period June 1996 - June 1998 from Barry. He further states he does not recognise Celia's right to remain on the premises and has asked her to leave.

Advise Barry and Celia.

---

**QUESTION 7**

Kelly owns a lot of land together with a house and a shed thereon. In November 1990, he granted a monthly tenancy of these premises to Weston at a rent of \$1,000 a month. The house was let to Weston partly furnished. Weston is a prosperous motor mechanic but he gambles and is always in financial difficulties. He and his lodger, Nancy, live in the house and he uses the shed as a motor mechanic's shop. Weston's rent is now six months in arrears and repeated demands by Kelly for payment have been unsuccessful. Kelly wishes to recover the arrears of rent by distress and seeks your advice.

What matters would you take into consideration and what practical directions would you give Kelly in advising him?

---

**QUESTION 8**

In March 1996, Developers Ltd. (Developers) acquired a large property (which was subject to rent restriction/control legislation) at Shady Grove, consisting of an old house, three hectares of land and a variety of outbuildings.

Developers have already converted the ground floor of the house to provide three office units, one to be used by Developers as their office, the other two to be let to an insurance agency and medical doctor respectively.

The upper floor has been converted to provide five residential apartments, one of which is being used by Developers to accommodate the caretaker of the property.

Two of the three hectares of land has been let on a twenty-one year lease to Builders Ltd.

A small detached cottage on the property occupied at the time of the purchase by Developers, has been substantially improved and extended by arrangement with the tenants who were paying a standard rent of \$2,500 per month.

Developers consult you about their rights and duties to have rents determined on all these units and about any principles likely to be applied.

Advise Developers.

---