

COUNCIL OF LEGAL EDUCATION

NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST-YEAR SUPPLEMENTARY EXAMINATIONS, 2002

LANDLORD AND TENANT

(WEDNESDAY, AUGUST 7, 2002)

Instructions to Students

- (a) Time: 3 ½ hours
- (b) Answer **FIVE** questions.
- (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.
- (e) Answers should be written in ink.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

On November 15, 2000, Lot agreed to lease Blue Meadows to Taylor for fifteen years commencing February 15, 2001, at a monthly rent of \$6,000.

They further agreed that Taylor could occupy the premises from December 1, 2000, in order to effect repairs to and repaint several buildings on the property by February 15, 2001.

Soon after he gained possession of Blue Meadows Taylor fell ill and has been unable to complete the repairs to the property. Taylor has discovered that on March 10, 2002, Lot leased Blue Meadows to Charles for seven years. Lot is now asking Taylor to vacate Blue Meadows as he says that Taylor has no lease and he wishes Charles to obtain possession of the property.

Taylor has sought your advice on these issues.

Advise Taylor.

QUESTION 2

On January 1, 1995, Lisa granted a lease of two buildings at Green Gables to Tosha for ten years. The lease reserved an annual rent of \$120,000 payable by equal monthly installments in advance.

On October 1, 1999, Tosha sublet building No. 1 to Sue for two years and then from year to year. On July 1, 2000, Tosha assigned building No. 2 to Archie who agreed to pay \$120,000 a year by way of rent to Lisa.

Tosha has not paid rent to Lisa since January 1, 1999. She informs you that Lisa has claimed the sum of \$360,000 which she says is due and payable for Green Gables.

Sue also owes arrears of rent and Tosha wishes to serve a notice to quit on Sue to recover building No. 1 at the earliest possible time. Tosha seeks your advice.

- (i) Advise Tosha as to her rights and liabilities with respect to the payment of rent to Lisa.
 - (ii) Draft the notice to quit.
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QUESTION 3

In 1994, Paul became the tenant of a small two-storey building, for a term of fifteen years. In 1998, Paul granted a sublease of the ground floor to Samuel for three years together with the right for Samuel, his servants or agents in common with Paul and all persons authorised by him, to use the lavatory on the upper floor. This was the only lavatory in the building.

On April 15, 2002, Samuel granted a sub-underlease of the ground floor to Ulric for four years together with the right for Ulric, his servants or agents to use in common with Paul and all persons authorised by him the lavatory on the upper floor. Clause 3(2) of the sub-underlease contained the following covenant by the landlord -

"That the tenant paying the rent reserved and performing the several covenants herein on his part contained shall peaceably

hold and enjoy the demised premises during the term created without any interruption by the landlord or any person rightfully claiming under or in trust for him.”

On April 16, 2002, when Ulric entered into possession he found the lavatory locked. He discovered that it had been locked by Paul. Ulric confronted Paul and was told by him the he, (Ulric), had no right to use the lavatory.

- (i) Advise Ulric.
- (ii) Would your advice be different if clause 3(2) had been omitted from the sub-underlease?

QUESTION 4

In October 2001, Lucian leased a dwelling house to Tank for ten years. The lease provided that the tenant would not assign, sublet or part with possession of the demised premises without the consent of the landlord.

In December 2001, Tank sought Lucian's consent to sublet the house to Sandy, a non-national working in your country. Lucian refused to consent stating that he preferred the premises to be let to and occupied by students. Despite Lucian's refusal, Tank sublet the premises to Sandy for five years at a monthly rent.

On April 15, 2002, Sandy wrote to Tank stating he wished to terminate the sub-lease because he could no longer afford the rent. He enclosed the key to the premises in the letter.