

NORMAN MANLEY LAW SCHOOL
Council of Legal Education

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 1984

LANDLORD AND TENANT
Wednesday, May 30, 1984

Instructions to Students

- a) Time: 3½ 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.

QUESTION 1

Zach, the freehold owner of Blackacre, in 1982 transferred the title to Acre Co., a limited liability company. Soon after, Zach who was one of the directors of the company offered in writing to grant Best Supplies Ltd., a licence to occupy Blackacre for commercial purposes.

The terms stipulated in the offer were that Best Supplies' occupation of the premises would be for a period of one year renewable by agreement of both parties. Best Supplies would pay a rent of \$1,200 per month and in addition \$1,600 in advance to cover the cost of water and general maintenance. Acre Co. would be responsible for general maintenance of the premises but if any dilapidations were caused or permitted by Best Supplies, they would have to pay for the cost of repairs which would be undertaken by Acre Co.

Best Supplies Ltd., are very anxious to take up the offer since the rent seems very reasonable in the present economic circumstances.

Advise them as to the legal status of such an agreement.

QUESTION 2

In 1979 Buck purchased a one-acre lot in a development scheme in Free Hill Heights. Soon after, anxious to prevent squatting, he let Clement into possession of the land. Buck informed Clement that he was hoping to build a house on the land at some future date.

Clement paid a rent of \$20 per month and agreed to bush the land regularly. With Buck's knowledge, he constructed a semi-permanent building on the land which he used to store produce from his cultivation of the lot, and as a shop for sale of the produce and bread and cakes which his wife baked to supplement their income.

In January 1984, Buck sold the lot to Donald who served Clement with a notice to vacate the premises immediately since he wishes to construct a dwelling house on the land.

Advise Clement who is unwilling to vacate and in any event would like to be compensated.

QUESTION 3

Rajah, a quiet and respectable gentleman, entered into a written agreement for a five-year lease of an unfurnished town house which is part of a complex owned by Bernice. The agreed rent was \$1,500 per month and in addition to the usual covenants, Rajah was entitled to the use of a common area consisting of a swimming pool and gardens. Rajah paid \$150 per month towards the cost of maintenance of these facilities.

After he had been in occupation for six months, Rajah refused to pay the \$150 complaining that Neville, the tenant of another of the town houses, monopolized the common facilities. Rajah alleged that Neville and his friends spend every weekend at the pool, and that they have installed a grill in the gardens near the pool to jerk chicken and pork. He claimed that the odour emanating from the grill is offensive and in breach of the covenant for quiet possession.

Bernice who was very anxious to maintain the standards of her property, served Neville with a notice to quit. Neville refused to leave.

Soon after, Bernice, unable to cope with the problems of maintaining the property, transferred it to Properties Ltd. Properties Ltd. are anxious to start afresh and consult you with a view to evicting Rajah and Neville.

Advise Properties Ltd.

QUESTION 4

Nuff orally agreed to let premises comprising of two three-bedroom apartments jointly to two brothers, Zep and Swift, on a three-year lease. The lease contained covenants against underletting, assigning or parting with possession without the consent of the landlord. The landlord was to be responsible for repairs.

Zep went away on study leave for one year and asked Swift to look after the apartment he occupied and to pay his share of the rent. He promised to reimburse Swift when he returned.

Soon after Zep left, Swift let their sister Celia occupy Zep's apartment so that he could get her to pay the rent, which she did regularly. Celia also paid for substantial repairs to the premises since she was not aware of the agreement with Nuff.

Swift who is experiencing financial difficulties, lets one room in his apartment to Sunny, a nephew, and Celia asks a friend to share Zep's apartment with her for security reasons.

Nuff wishes to sell the two apartments with vacant possession since he is leaving the island. Advise him as to his chances of evicting the occupants of the two apartments and Zep.

QUESTION 5

Progressive Properties Ltd. wish to offer standard leases for each of their following schemes:

- (i) subdivision of Blackacre into one-acre lots for disposal as building leases;
- (ii) an office and shop complex recently constructed to service an exclusive north coast hotel.

What special considerations would you bear in mind when taking instructions for these leases?

QUESTION 6

T is a monthly tenant of controlled premises owned by L. On May 5, 1983 he received the following notice from L:

"To: T

I, the undersigned, give you NOTICE TO QUIT and deliver up possession of one room, the premises at 10 Water Street, in the parish of Kingston in respect of which you are the tenant on the 5th of June next or at the end of the month of your tenancy which will expire next after the end of one month from the date of the service of this notice to you.

Dated this 5th day of May, 1983.

Signed: L

Served: L "

On June 5, 1983 T tendered his rent to L who refused to take it since he explained he wanted to get T out so that he could renovate the premises. Later the same day, L's sister Liza visited T and offered to assist him with packing and the costs of moving if he agreed to leave immediately. Liza explained that L wanted her to take possession of the house and to use it as a flower shop.

T, not wishing to appear obstructive, with Liza's assistance moved all his belongings to his mother's house and went to stay with a friend. He has not yet found alternative accommodation, and is not on good terms with his mother who is suffering great inconvenience as a result of having to store his belongings.

T informs you that the premises at 10 Water Street are still vacant. Advise T as to his chances of regaining possession.

QUESTION 7 (ANSWER EITHER A OR B)

A) Advise X as to his chances of a successful appeal against the decision of the Rent Assessment Officer in each of the following circumstances and as to the principles which would guide the appeal tribunal in each case:

(i) X let a three-bedroom residence at 10 Station Avenue to B in August 1979 on a five-year lease, at a rent of \$5,000 per annum. In August 1980, B decided to set up a consultancy business. With X's permission he redesigned the premises to enable him to run his business from home. B agreed to pay a new rent of \$10,000 per annum and also any increase in the property tax and water rates for which X may become liable as a result of the change in use.

In July 1983, X applied to the Rent Assessment Officer for a "Certificate of Exemption" from the Rent Restriction Act. The application was refused on the grounds that the premises were originally let as a dwelling house.

(ii) In May 1976, X let a cottage on Cascade Avenue to Y who used it as a residence for herself and her three children. The rent was \$175 per month. In August 1980, Y left the country and her brother Z took up residence in the cottage. X and Z agreed that the rent should be increased to \$350 per month.

In July 1983, X applied for an assessment of standard rent. The Rent Assessment Officer assessed the standard rent as \$175 per month and advised X and Z that since the assessment dated back to the "prescribed date", any further payments by Z would be reduced to take into consideration excess payments from August 1980 to January 1984.

B) Trevor rented a room from Lester on a monthly tenancy. The rent was payable on the 28th of each month. Lester served Trevor with notice to quit on February 28, 1983, for non-payment of rent. Trevor continued to occupy the room and on April 28, 1983 Lester brought an action for recovery of possession.

Trevor, before the action came for trial, moved all his possessions to Mary's house and went to live with relatives in Spanishville.

On April 5, Lester instructed a bailiff to levy distress for \$200 arrears of rent on Trevor's goods. The bailiff forcibly entered Mary's house and impounded a stereo-set and a refrigerator which complied with the description Lester had given him. The following day, Mary arranged for these items to be sent to Trevor in Spanishville.

Advise Lester as to what steps, if any, he should take to recover the goods and as to any other remedies which may be available to him to recover the rent in arrears and any costs incurred in levying the distress.

QUESTION 8

Zealous had for five years cultivated a three-acre plot in Clarendon under the terms of a contract of tenancy. At the end of this period, in August 1981, he decided to seek employment in town and gave possession of the plot to his brother Peter.

In compliance with the terms of the contract, Zealous had sold all his produce except what he used for home consumption, to his landlord Bosman, who owned a green grocery. Zealous was quite satisfied with this arrangement since it assured him of a sale and saved him the cost of transporting his produce to the market. After August 1981, Peter continued to sell the produce to Bosman.

In August 1983, Bosman sold his land and green grocery to Tuff who refused to buy Peter's produce and in December 1983, served Peter with notice to quit by the end of March 1984. Tuff wishes to cultivate roses and carnations for export.

Advise Peter as to what rights, if any, he has against Tuff, and in particular, if he can continue in possession of the plot.
