

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST-YEAR EXAMINATIONS, 2002

LANDLORD AND TENANT
(FRIDAY, MAY 17, 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

Harold is the owner of a guesthouse which provides both long-term and short-term accommodation. In April 1996, Cedric moved into a studio apartment on the premises, as a long-term guest, paying a monthly rent which included breakfast. Harold also provided cleaning and linen services. Cedric has not been provided with breakfast since May 1998 and shortly thereafter he declined all other services.

On March 1, 1997, Mary moved into a room as a short-term guest paying a weekly sum which included breakfast and services. In June 1997, she moved into a larger room. It was agreed that she would no longer be provided with breakfast and services and there was a slight reduction of her rent. However, Mary continued to be provided with breakfast up to January 1998, at which time she acquired her own cooking facilities.

Recently, Harold sold and conveyed the guesthouse to City Developers Ltd., for the construction of a car park. Yesterday, the company informed Cedric and Mary that they must vacate their respective premises as soon as possible.

Advise Cedric and Mary as to their legal positions.

(The possibility of statutory protection should be ignored.)

QUESTION 2

Tony, Derrick and Hazel, three students of the College of Humanities, in September 2001, approached Property Developers Ltd. with a view to renting an

apartment near to the College for their use during the 2001/2002 academic year. They were each handed a separate (but identical) document for signature headed "Licence Agreement", which states inter-alia that "The Licensor shall grant and the Licensee shall accept a licence to share with two others each to be separately licensed by the Licensor and to the intent that the Licensee shall not have exclusive possession of the premises, for a term of one year at a monthly licence fee of \$8,000".

Tony, Derrick and Hazel have serious reservations about the document they have been asked to sign and seek your advice as to their legal position.

Advise them.

QUESTION 3

In October 2001, Luke leased a three-storey building to Titus for two years. On adjoining premises Luke continued to operate a heavy-duty machinery repair shop.

In February 2002, Titus sublet the middle floor of the building to Saul, an author, for Saul's use as a creative writing studio. In March 2002, Titus sublet the upper floor to Agnes for use as a seamstress' shop. Titus retained the lower floor for use as his residence.

The leases to both Saul and Agnes contained the following covenant:

"The tenant shall peaceably hold and enjoy the demised premises without any interruption by the landlord or any person claiming under him or any other person."

Two weeks ago Luke, with workmen, entered the premises leased to Titus in order to conduct repairs to the building and to repaint the exterior. For that purpose the workmen erected scaffolding around the building. The work commenced at 7:30 a.m. and ended at 3:30 p.m. each day. Last week a bulldozer on the premises cut a main water line and the premises have been without water for seven days.

Saul has complained to Titus that he cannot write in his studio and is disturbed by the noise from Luke's repair shop next door; the noise made by the large number of Agnes' customers who attend her seamstress shop; and the constant stream of workmen on the premises. He particularly complains about the workmen who peer into his studio from the scaffolding erected around the building and also complains that he has to leave the premises regularly when he needs to use water.

Titus also tells you that since he works at night, he tries to sleep during the day but is always disturbed by the noise from Luke's repair shop, and more recently by the workmen on the premises and the absence of water from the premises for the past seven days.

Advise Titus --

- (i) As to his liability under the covenant; and
- (ii) whether he has any remedy against Luke.

QUESTION 4

By a lease made in 1999, Lilly let premises, comprising a two-storey dwelling house and a detached wooden building to Terry, for a term of 25 years. The house was built in 1920 and is located in a prime residential area. The lower portion of the house is constructed of stone and the upper portion of wood. It is covered with wooden shingles.

The lease contained the following covenant by the tenant –

“To keep in thorough repair and good condition all the demised premises and to peacefully yield up to the landlord at the end of the term granted the premises being so repaired and kept together with all fixtures.”

At the commencement of the lease the walls of the upper portion were in a dilapidated state. Further, after a recent storm, thirty percent of the roof, which had rotted over the years, was blown away. In addition the wooden building was completely destroyed by the storm.

Two days ago Lilly wrote to Terry demanding that he repair the dwelling house and rebuild the wooden building.

You are consulted by Terry who seeks your advice as to his liability, if any, under the covenant.

Advise Terry.

QUESTION 5

On July 1, 1996, Lipton leased Grismore to Tessa and on May 1, 1999, he leased Blackmore to her. Both leases were for a period of five years at a monthly rent payable in arrears and both contained the following covenants –

- (1) The Tenant may lease the demised premises for a further term of 5 years at the expiration of this lease, at the same rent and subject to the same covenants and stipulations as are contained in this lease, except this provision for renewal.

- (2) The Tenant may, not less than 3 months before the expiration of this lease, purchase the reversion from the Landlord for a consideration to be determined by an independent real estate valuator appointed jointly by the parties.”

In May 2001, Lipton sold Grismore to Rupert. In November 2001, Tessa assigned the option to purchase Blackmore to Anne.

Last week Tessa wrote to Lipton stating that she was no longer interested in leasing Blackmore, and she enclosed the keys to Blackmore in her letter.

In another letter to Rupert, Tessa asked to renew the lease for Grismore for a further period of five years. Tessa last paid rent for Grismore on February 28, 2002. In the meantime, Anne is seeking to exercise the option to purchase Blackmore.

- (i) Advise Lipton as to the effect of Tessa's letter to him and whether he is bound by the option to purchase.

- (ii) Advise Rupert whether Tessa is entitled to a renewal of the lease of Grismore.
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QUESTION 6

On June 1, 2000, Pedro granted to Owen a lease of a two-storey building for ten years at an annual rent of \$24,000 payable by monthly instalments at the end of each month. The lease contained the following covenants by the tenant –

- (1) To pay the rent reserved at the times and in the manner agreed.
- (2) Within six months of the commencement of the term at his own expense, to build a concrete fence five feet high around the demised premises.
- (3) To use the premises as a private dwelling house.
- (4) To keep the demised premises at all times insured against loss or damage by fire.

The lease also reserved a right of re-entry for breach of covenants.

The fence has not been built despite the fact that on November 30, 2000, Pedro spoke to Owen requesting him to build the fence. On June 1, 2001, Owen subleased the upper floor to Tony who from this date has used this floor as a recreation club. Owen last paid rent on June 30, 2001.

Advise Pedro whether he can forfeit the lease for –

- (i) failure to build the fence;
- (ii) the use of the premises as a recreation club;
- (iii) failure to insure;
- (iv) breach of covenant to pay rent,

and if so, what steps he should take in each case to enforce forfeiture.

QUESTION 7

By a lease dated May 1, 1997, Laura let a dwelling house to Thelma for five years at a monthly rent of \$1,000. In May 1998, Thelma sublet a room in the house to Sara at a monthly rent of \$300. Last September, Thelma took in Cora as a lodger at a monthly rent of \$700.

Thelma is six months in arrears of rent. Laura has made several demands for payment of the arrears but each time Thelma's response was that she had no money because Sara and Cora were not paying their rent.

You are consulted by Laura who tells you that she would like to levy distress to recover the arrears. She also tells you that early this morning Thelma moved some of her household appliances to a storage facility.

Advise Laura as to the procedure to be followed to levy a distress.

QUESTION 8

On May 16, 1997, Foster granted a lease of his dwelling house together with an annex to Danny for five years at an annual rent payable by monthly instalments in advance. The premises are subject to the provisions of rent restriction legislation.

By the lease Danny covenanted not to assign the premises or any part thereof without the landlord's consent. On November 9, 2001, Danny granted a weekly sub-tenancy of a room in the house to Arlene and on November 30, 2001, he assigned the annex to Boysie in both cases without Foster's consent.

On December 8, 2001, Danny by letter informed Foster of the subletting to Arlene and the assignment to Boysie. Foster replied stating that he would hold Danny responsible for the payment of the rent for the entire premises. Danny last paid rent on April 16, 2002.

Danny died intestate on May 4, 2002. He is survived by his wife, Stella, who resided with him in the house and who continues to occupy the house.

On May 5, 2002, Foster informed Stella, Arlene and Boysie that he expected them to give up possession on May 15, 2002, the day on which Danny's lease was due to expire. They have refused to leave stating that they were protected tenants.

Advise Foster.
