

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, 2024

LANDLORD AND TENANT

(MONDAY, JULY 29, 2024)

Instructions to Students

- (a) Time: **3 ½ hours**
- (b) Answer **ALL** questions.
- (c) In answering any question, a candidate may reply in accordance with the law of a Commonwealth Caribbean territory zoned for this school, **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 black or dark blue ink. Erasable pens are not allowed.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

Carlos owns a two-bedroom townhouse, Townhouse 4, in a complex situated at 15 University Close, Yellowtown, in your jurisdiction (Townhouse). For the last several years, the Townhouse has been occupied by Xavier on a tenancy from week to week. Xavier first moved in on Thursday, May 27, 2021.

Rent Restriction legislation applies to the Townhouse.

The maximum allowable rent for the Townhouse was assessed shortly after Carlos bought it, at an annual rental of \$1,200,000 per annum (approximately \$23,000 per week).

At the time that Xavier moved in, he was a university student. Carlos was not interested in a long-term tenancy because he wanted maximum flexibility, and he wasn't sure what kind of tenant Xavier would be. Despite his (Carlos') initial reservations, Xavier had proven to be a good tenant, consistently paying his rent on time, and was no trouble to either Carlos or the other occupiers of townhouses in the complex.

Recently, however, Carlos and his wife had decided to emigrate to New South Wales, Australia. Carlos considered that it would be preferable, in the circumstances, to rent the Townhouse on a longer term basis, and discussed this with Xavier. Xavier was unwilling to change the arrangements, because he liked the flexibility that they afforded him.

Carlos told Xavier that he would be looking for another tenant and they agreed that, for the purposes, Xavier would facilitate Carlos's showing the Townhouse to other prospective tenants.

On June 1, 2024, Carlos showed Anna the Townhouse. Anna liked it and confirmed her interest in renting it from Carlos for a term of five years, the period proposed by Carlos. They agreed the same day, that Anna would take the Townhouse as soon as Xavier vacated it, and it had been cleaned, also that she would pay a rent of \$100,000 per month, increasing each year by five percent. In order to get the lease, she would be required to pay a security deposit of \$200,000.

Carlos undertook to get Xavier out quickly, so that Anna could move in. Carlos told Anna that Xavier was a short-term tenant and that he (Carlos) estimated that she could move in by the "end of June/early July". This would allow time for Xavier to move out, and Carlos to clean the place.

Anna paid Carlos the first month's rent of \$100,000, and a security deposit of \$200,000, on June 2, 2024.

Carlos came to see you this morning. He has instructed as follows.

1. On June 2, 2024 he served the following notice on Xavier:

June 2, 2024

*To: Xavier
Townhouse 4
15 University Close
Yellowtown*

I, Carlos hereby give you notice to quit and deliver up to me possession of Townhouse 4, 15 University Close, in the district of Yellowtown, Jurisdiction which you hold of me as tenant thereof, on Tuesday, June 15, 2024.

Dated this 2nd June, 2024

Carlos

Carlos

2. Xavier did not move on June 15 as required by the notice, and has refused to move since then. Xavier contends that the notice is "bad", and, that, "in any event, I am entitled to remain unless and until you get a court order to put me out".
3. Yesterday, when Carlos went to the Townhouse, Xavier gave him a sealed envelope. When Carlos opened the envelope he found that it contained the following letter:

Polly Bags & Co.
Attorneys-at-Law
1 Broad Street
Capital, Jurisdiction
Tel: (123) 456-7890

July 25, 2024

Carlos

c/o Townhouse 4

15 University Close

Yellowtown

Dear Carlos,

RE: TOWNHOUSE 4, 15 UNIVERSITY CLOSE, YELLOWTOWN

We act for and on behalf of Anna. We are instructed that she entered into arrangements with you for possession of Townhouse 4, 15 University Close, Yellowtown, to take effect no later than the beginning of July, 2024, in keeping with your estimation. To date, you have not delivered possession to her. In the circumstances, we are instructed to commence proceedings against you if you fail to deliver possession to her within seven days of the date of this letter, for an order compelling you to put her into possession of the Townhouse, and to execute any requisite documentation.

Yours faithfully,

PB

Polly Bags

Partner

Advise Carlos, giving reasons, as to whether:

- (i) Xavier's allegations are valid; and
- (ii) if he fails to deliver the premises to Anna in accordance with the terms of the letter from her attorney-at-law, he has any liability to her.

QUESTION 2

Daniel owns two properties in the capital, namely, a two-bedroom bungalow and a commercial lot, which houses a single-storey office building.

Rent restriction legislation applies to the bungalow, but not to the commercial property.

Re: bungalow:

Hana occupies the bungalow under a three-year lease from Daniel. The lease commenced on October 1, 2023, and was executed in proper form.

Daniel says that Hana has complained about the matters set out below.

1. Hana says that she is unable to sleep at night because of Peter, the owner of the neighbouring bungalow. Specifically, Hana has complained that Peter operates a loud, high speed, motor bike which can be heard whenever Peter leaves or goes to the bungalow, which he does several times per night. She has said that the noise is so loud that it awakens her several times for the night; and furthermore, that the sound of the bike replicates the sound of gunshots, and is therefore particularly disturbing.
2. Hana has complained that the lease provides that, as landlord, Daniel is to procure the provision of water and electricity to the bungalow, but that almost every month since she moved in, she is without the benefit of either or both utilities, for a couple of days, because of Daniel's failure to pay the bills on time.

She says that in May 2024, the loss of electricity caused food stored in her refrigerator to perish; and that last month, when Daniel was out of the jurisdiction on holiday, the electricity bill remained unpaid for 10 days. The bill was only settled when he returned to the jurisdiction, and only after several requests from Hana. During the period she was forced to make alternative arrangements for internet access in order to ensure that she

was able to work during the period. She says that her job requires her to work from home and demands that she is connected to the internet throughout the work day.

3. Hana has threatened to commence proceedings against Daniel for breach of the terms of their lease.

Re: commercial lot:

4. Daniel has explained that the commercial lot comprises a building, and a large area surrounding it (Outside Area). Daniel runs his office as a sole practitioner architect from the building. He employs only two other persons, namely, a draftsman and his secretary/receptionist. Further to a request by Sean, the owner and operator of an engineering and construction business conducted on the neighbouring lot, Daniel agreed to permit Sean to use the Outside Area for the purposes of parking associated with Sean's business. In return, Sean would be required to pay the monthly sum of \$25,000 to Daniel. They entered into a written agreement which took effect on January 1, 2024. The agreement provided for Daniel to continue to use the Outside Area for his own purposes.

Sean and his employees have recently taken over the entire Outside Area. This often prevents Daniel, his employees and clients, from finding a space to park.

Daniel says that he has raised the matter with Sean but that there has been no change. He says that he delivered a letter to Sean the day before, terminating the agreement with Sean effective 30 days from the date of the letter, and that Sean has since told him that he has no right to terminate their agreement "just so" and that he is entitled, as a matter of law, to "continue to use the premises unless and until you get a court order directing me otherwise".

Advise Daniel, giving reasons, whether:

- (i) Hana has a viable claim against him; and
- (ii) what Sean says is true because he intends, once the 30 days have passed, to exclude Sean, and his employees and clients, from the Outside Area, preventing any further use by them.

QUESTION 3

Isaac granted a two-and-a-half-year lease of a dwelling house to Mary, on April 10, 2024. The dwelling house comprises a main dwelling, and a detached cottage. The lease contained a covenant by the tenant that:

...the premises should be kept in good tenantable repair, fair wear and tear excepted; and

The lease does not make any express provision for forfeiture.

Rent restriction legislation does not apply to the premises.

Mary later sublet the cottage to Jaleel, on April 20, 2024, and Isaac subsequently conveyed the reversion in the whole of the property to Thomas, on May 5, 2024.

Three weeks ago, Thomas discovered that the cottage is being used for the sale of pharmaceuticals, without the requisite licence. He also discovered that some sheets of zinc had been blown from the roof of the main dwelling and had not been replaced. Consequently, some of the roof timbers have become damp and are now affected by dry rot.

Advise Thomas on the options open to him, giving reasons.

END OF PAPER