

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

**LEGAL EDUCATION CERTIFICATE  
FIRST YEAR SUPPLEMENTARY EXAMINATIONS, AUGUST 2021**

**LANDLORD AND TENANT**

**AUGUST 05, 2021**

**Instructions to Students**

- (a) Duration: **24 hours**
- (b) Students shall enter their Examination ID Number **only**, not their names, on the cover page, the Academic Integrity Statement and on every separate page of the examination script.
- (c) The examination should be answered on letter-sized (8.5 x 11) paper only.
- (d) The examination should be submitted in Arial font 12 line spacing 1.5.
- (e) Students should clearly indicate the names of any cases with the citation and legislative provision/s (section number and Act) on which they rely to support their arguments. Consider using italics and/or bold text to make references prominent. (For example, *Rylands v Fletcher* [1868] UK HL1; **s.69 Real Property Act**). Sufficient detail is required to allow the examiners to understand the source of law that is being cited.
- (f) Footnotes, endnotes and bibliography are not to be used
- (g) Where word limits have been given, the actual word counts must be included at the end of your answer. Students who have exceeded the word limits will be penalised.

- (h) Students shall number the pages of their examination script as follows: Page 1 of 12, Page 2 of 12, etc.
- (i) In answering any Part, 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.**
- (j) Each Student **must** ensure that their Anonymous ID in TWEN is changed to their four digit Examination ID Number, prior to submitting their examination script.
- (k) The examination script, with the cover page and Academic Integrity Statement saved in **ONE PDF DOCUMENT**, must be submitted in **ELECTRONIC** format via the **Year I AUGUST 2021 EXAMINATIONS, LANDLORD AND TENANT DROP BOX on TWEN** by **August 06, 2021 NOT LATER THAN** 9:00 a.m. (Jamaica) 8:00 a.m. (Belize) and 10:00 a.m. (Eastern Caribbean).
- (l) To upload the examination script which has been saved as one pdf document which includes the cover page and Academic Integrity Statement, you must follow these steps:
- Go to ***www.lawschool.westlaw.com***.
  - Log in using your username and password credentials and select the **TWEN** button.
  - Click on the link for **“Assignments and Quizzes”** located on the left-hand side of the navigation screen.
  - Select the relevant examination and the examination drop box as follows:
    - Year I students with Examination ID numbers between 1100 -1192 must upload script, cover page and Academic Integrity Statement to folder titled **“Drop Box A Year I - 1100-1192”**.

- Year I students with Examination ID numbers between 1193 -1283 must upload script, cover page and Academic Integrity Statement to folder titled “***Drop Box B Year I - 1193-1283***”.
- Year I students with Examination ID numbers between 1284 -1376 must upload script, cover page and Academic Integrity Statement to folder titled “***Drop Box C Year I - 1284-1376***”.

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Anthony is a successful dentist from Jurisdiction. He qualified in the United States of America in 2004, and has been living there since then. Anthony is married to Dawn and they have an eight-year-old son, Edgar. Anthony had always planned to return to live in Jurisdiction, at some point, in order to make a contribution to the land of his birth. Since the onset of the COVID-19 pandemic, he had become even more nostalgic about Jurisdiction, and decided he would make plans to return, initially for about a year, to see whether this was something that he wanted to make permanent.

He initially planned to return at the beginning of 2022. In preparation for his return, he called a high school friend, Brandt, sometime in February, 2021, to ask him to look around for a suitable house for himself and his family to live in, and appropriate office premises for Anthony to set up a dental practice. He told Brandt that he would want to take possession of both premises on January 1, 2022.

On April 15, 2021, Anthony telephoned Brandt to say that he and Dawn, decided that it might be better to return during the summer of 2021, before the start of academic year 2021/2022. Anthony explained to Brandt that, on reflection, they decided this timing would be better since it would allow Edgar to begin his new school in Jurisdiction, at the start of the school year. Brandt agreed to look more assiduously given the new timeline that Anthony had proposed.

Brandt called Anthony a week later, on April 22, 2021, to advise him that he had found a townhouse in a small residential complex, “Rock Vale”, situated in the district of Saint Philip, a suburb of Capital, Jurisdiction (Townhouse).

The district of Saint Philip was statutorily zoned for residential development and use, only.

Brandt told Anthony that the district of Saint Philip adjoined the district of Saint Peter, where there was a small private preparatory/primary school that Brandt said he thought would be suitable for Edgar.

Brandt told Anthony that the Townhouse had three bedrooms, three and a half bathrooms, a large verandah at the back and a two-car garage at the front of the house. Brandt also said that Rock Vale was not too far from where he (Brandt) lived, and that the school he recommended for Edgar, “The Academy”, was the same school that Brandt’s son attended before he started high school.

Brandt told Anthony that the Townhouse had just been put on the market for rent. Brandt said that the owner, Francine, said that the Townhouse would be available on June 20, 2021, and that the rent would be \$150,000 per month.

Brandt sent Anthony several pictures of the Townhouse, both inside and outside. He told Anthony that the house was not likely to remain on the market for very long and that Anthony would need to decide, quickly, whether he wanted to take it.

Anthony and Dawn looked at the pictures and agreed that they were interested in the Townhouse. Anthony called to advise Brandt of this, and asked Brandt what they would need to do to secure a lease of the house for one year.

Brandt checked with Francine who advised that she would require the payment of \$300,000, being \$150,000 as a security deposit and \$150,000 as the first month’s rent, and a signed lease. Francine provided Brandt with a lease prepared by her attorney-at-law, which set out the terms on which she was prepared to let the house. Brandt told

Anthony that if he was interested, he would need to sign the lease as a deed and return it to her with the \$300,000.

Brandt sent the lease to Anthony who discussed it with Dawn and they agreed to take the Townhouse on the terms set out. Anthony signed the lease, in duplicate, as a deed, in the presence of the required judicial officer, in keeping with the requirements of Jurisdiction.

Anthony sent the signed lease to Brandt for return to Francine, for her to also execute it as a deed. He also sent the \$300,000 to Brandt's account by wire transfer. Brandt arranged a manager's cheque for Francine in the sum of \$300,000. Brandt met Francine at her bank, where he delivered the cheque to her, along with the signed lease. She immediately deposited the cheque into her account and it cleared. She then executed the lease as a deed, in duplicate, and returned one original to Brandt for Anthony while retaining the other for herself.

The lease contains, *inter alia*, the following terms:

“

LEASE

...

1. *The Tenant shall:*

1.1 *pay the rent reserved in the sum of \$150,000 per month, in advance, by direct deposit to the bank account more fully described in the Schedule below (“Bank Account”);*

1.2 *pay a security deposit of \$150,000 on or before the commencement of the lease;*

*(Receipt of the first month's rent and security deposit is hereby acknowledged);*

...

1.6 *to keep the demised premises in tenantable repair, fair wear and tear excepted;*

...

2. *The Landlord shall:*

2.1 *permit the Tenant peaceably to hold and enjoy the demised premises during the term without any interruption or disturbance from or by the Landlord or any person claiming under or in trust for him;*

2.2 *procure in the Landlord's own name, utilities, including water and electricity, and cable and internet services for supply to the demised premises throughout the term, and pay all costs associated with such services;*

...

Schedule

*Commencement Date*

*June 20, 2021*

...”

Anthony was happy to have settled the matter of a residence for his family so quickly. Unfortunately, the process of finding suitable commercial premises was not as easy. Brandt identified several premises that he told Anthony about but none of them appeared suitable to Anthony. However, Anthony had resigned himself to setting up a dental chair and makeshift office in the Townhouse for uncomplicated and routine dental work, if he was unable to find a suitable office within a couple of weeks of returning to Jurisdiction. Based on the pictures he had received from Brandt, the Townhouse had a fairly large lower floor bedroom (and adjoining bathroom) which could accommodate a dental chair, the necessary moveable cabinets, a computer and a chair for himself.

Finally, however, on June 1, 2021, Brandt was able to meet with the owner of a two-storey commercial building in Four Roads in the capital. The owner of the building, Gray, said that the building had previously been let to a dentist, who had recently retired. Gray was excited at the prospect of another dentist occupying the building, because it meant that he would not need to modify the building to make it suitable for the purposes. Gray told Brandt that the rent would be \$90,000 per month and that the first month's rent, and a security deposit equivalent to a month's rent, would have to be paid to secure the place.

Gray explained that he was in the process of replacing the doors and several louvre blades in some of the windows, which had deteriorated over time, and that he was painting the inside and outside of the building, and that the premises should be ready in approximately eight weeks' time.

Brandt told Anthony that he thought the place was suitable and that it was the best he had seen. Anthony decided he would take the place and sent the \$180,000 by wire transfer to Brandt, for delivery to Gray. Brandt paid the sum to Gray, who provided the following receipt:

*June 5, 2021*

*Received from Brandt, on behalf of Anthony, the sum of \$180,000 being the first month's rent (\$90,000) and security deposit (\$90,000) for tenancy of office building at 1 Commercial Way, Four Roads, Capital, Jurisdiction, to Anthony for one year.*

*Signed:*

*Gray*

Brandt immediately sent a scanned copy of the receipt to Anthony, who thanked him for arranging this for him, and for registering Edgar at The Academy, which Brandt had also done that week.

As planned, Anthony and his family returned to Jurisdiction on June 25, 2021 and stayed the first few days with his parents in the rural district where they lived. He and his family took possession of the Townhouse on June 30, 2021. The customs brokers cleared the furniture from the seaport and delivered it to the moving company whose employees met Anthony and his family at the house on that day, with their furniture.

Over the course of the first week after they moved into the Townhouse, Dawn began to complain that several of the kitchen cupboard doors were hanging on a single hinge and that several of the tiles in 'Edgar's bedroom' were broken.

In addition, they heard the banging noise of a piano being played almost every evening.

Dawn's investigations revealed that Francine and her family occupy Townhouse #2 in Rock Vale, and that she offers piano lessons to young adults every weekday evening, between 6:00 p.m. and 9:00 p.m. The noise disturbs Anthony and his family, generally, and prevents them from watching the nightly television news between 7:00 p.m. and 8:00 p.m. In addition, it prevents Edgar from going to sleep at his bedtime, 7:30 p.m. They anticipate that the noise is likely to prevent their review of Edgar's homework before his bedtime, once he begins school.

During the week of July 15, 2021, Anthony noticed that for several consecutive days, there was no internet connection to the Townhouse, and that during this period, he was unable to access any of the cable channels.

When Anthony brought these concerns to Francine's attention, she explained that she had been offering piano lessons for years and that she did not intend to adjust her schedule because of a tenant. She advised also that as a tenant of Townhouse #1, Anthony was responsible for keeping the premises in repair and therefore, to fix the cupboards and tiles as well as any other damage in or to the premises. Francine said, also, that she was unable to make it to the telecommunications company to pay the bill for internet and cable services and that they may have disconnected the services pending the payment of the bill. She said that Anthony would have to wait until she had the time to go there to pay the bill.

Anthony was uneasy with all that had transpired so soon after moving in, but he decided he would try to be patient and see how he could make things work. Since he was "good with his hands", Anthony rehung the cupboard doors. Anthony rationalized that the replacement hinges did not cost too much and that in any event he could recover it from Francine later on. He convinced Dawn to put a chest of drawers in the area of the broken tiles so that they would not be visible.

Anthony's dental chairs and equipment arrived, and were cleared at the seaport in the jurisdiction. On July 8, 2021, he moved one of the dental chairs and the equipment necessary for the work he planned to do at the Townhouse, into the Townhouse. He paid for storage for the other two dental chairs and the rest of the equipment. With Brandt's help, Anthony began to issue business cards and 'advertise' that he was open for business. He put the address of the Townhouse on the business cards, as his office. Anthony started working on Monday July 12. He was happy to get back to work and was pleased that he was able to see so many patients during the initial weeks. On Monday July 26, 2021, however, Francine came to his door saying that she heard that he was operating a dental office from the Townhouse in breach of the lease, and that she would terminate the tenancy without further notice to him, if he did not, immediately, stop using the premises in this way. Anthony ignored Francine's warnings, particularly as she was operating a music school every evening, and continued to see patients.

Anthony and Brandt arranged to visit the office building later that week, on July 29, to see whether it was ready. Anthony was keen to inspect and move into the building, and Gray's approximation of eight weeks for the completion of the repairs had almost expired.

On July, 29, when they arrived at the office building, Brandt and Anthony saw several people who appeared to be moving furniture and equipment into the building. Brandt recognized Gray, and after introducing him to Anthony, asked him why people were moving furniture into the building since Anthony was expected to take up his one-year lease soon. Gray said that he had no lease with him. Gray said further, that the person moving in, Michael, had offered to rent the premises for \$200,000 per month. Gray also said that Michael had paid him \$400,000 (the first month's rent and security deposit), and that he (Grey) had delivered the keys to the building to Michael, the day before.

Brandt insisted that Anthony had a lease with Gray. He produced the receipt Gray had given him for the sum he paid on Anthony's behalf some weeks before.

Anthony told Gray that they would be hearing from his attorney-at-law.

To make matters worse, that evening, Anthony returned home to a heavy shower of rain, the first since he had returned to Jurisdiction, and he noticed flooding in the garage; apparently the result of a leaking roof. When he reported the leaks and flooding to Francine, she said he was responsible for fixing the garage roof.

Later the same night, Anthony and Dawn were awakened by the sound of running water. Anthony went immediately to the garage to check if the noise had anything to do with the water that had gathered in garage, but on checking, confirmed that it did not.

He noticed, however, that the water that had gathered earlier, had almost completely receded, and that the floor had become uneven. This suggested a design defect in the flooring of the garage.

Anthony went back to bed but the noise continued.

After about an hour, when he could not take it anymore, he got up to check again to see what was happening. This time, he noticed that the noise had been coming from the back of the Townhouse. When he went to look, he noticed that one of the common area pipes had been turned on full capacity and that the sound he heard was the water gushing from the pipe. He noticed, however, that the common area drain which ought to have taken the run-off of the water from that pipe, had been blocked. The water from the pipe which could not drain in the usual way, began to flood the back garden to the Townhouse, causing it to be waterlogged. Anthony turned off the pipe and went back to bed. He decided that he would confront Francine about this the following morning, and that he would make an appointment to see an attorney-at-law about all his problems, regardless of anything that Francine said.

The following morning, when he approached Francine, she said she had no idea who would have turned on the pipe or blocked the drain. However, the occupier of one of the other townhouses overheard Anthony's conversation and said that from time to time drug addicts entered the complex and 'got up to mischief'. He told Anthony that this was not the first time that something like this had happened and that he suspected that the actions were the work of an addict.

Anthony has asked for your advice as to his rights and obligations, any remedies or liability he may have in relation to the Townhouse and the office building. He also tells you he is anxious to find alternative accommodation for himself and his family to live.

Advise Anthony.

**Note:**

Your answer should not exceed **4,500 WORDS**.

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**END OF PAPER**