

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

**LEGAL EDUCATION CERTIFICATE  
FIRST YEAR EXAMINATIONS, 2023**

**LANDLORD AND TENANT**

**(WEDNESDAY, MAY 10, 2023)**

**Instructions to Students**

- (a) Time: **3½ 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.

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**PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.**

## QUESTION 1

Alice, your client, a businesswoman who operates a small pastry shop in Greentown, the capital city, has come to see you for advice.

According to your instructions:

Alice relocated from the rural parish/district of St. Charles, Greentown, in November, 2022.

On December 12, 2022, she signed the following agreement with Christopher, to rent the ground floor of his building for a term of seven years, at a rent of \$60,000 per month, for the purposes of operating a small pastry shop.

*December 12, 2022*

*An agreement made today, December 12, 2022, between Christopher (Landlord), and Alice (Tenant), by which Christopher agrees to let and Alice agrees to take a letting of the entire ground floor of the building known as 10 Skyblue Street, Greentown, for a term of 7 years, at a monthly rent of \$60,000. We agree that rent is to be paid by Alice in cash to Christopher each month; and that Alice is to be entitled to take possession of the premises as soon as the current renovation works are completed.*

*I, Christopher, hereby confirm receipt of the first month's rent of \$60,000 in cash from Alice.*

*Signed: Christopher*

*Signed: Alice*

Three weeks after she signed the agreement with Christopher, Alice, unsure of when the Skyblue property would be ready for occupation, entered into an oral agreement with Douglas, to rent the ground floor of a two-storey building he owns at 5 Gold Street, for a

monthly rent of \$45,000. The oral agreement with Douglas provided for him to supply water to the premises.

The Gold Street premises were twice the size of the Skyblue Street premises which Alice had agreed with Christopher to rent.

The area in which Gold Street is located consists of a number of lawyers' offices, banks, art galleries and a few government offices. No factories or other industrial businesses are currently in operation there.

Douglas was only willing to commit to a lease from month to month, but the relatively lower rent and larger space were so attractive to Alice, that she decided to take the lease of the Gold Street premises.

Alice paid the first month's rent of \$45,000 on January 3, 2023. The same day, Douglas gave Alice the keys to the premises and she took possession and moved in. Alice also paid Douglas a security deposit equivalent to one month's rent, i.e. \$45,000.

The following day, January 4, 2023, Alice telephoned Christopher to tell him that she did not want his Skyblue Street premises any more because she had found somewhere else. Christopher said the premises were almost ready, and that once they were, he expected her to move in and pay the rent as they had agreed.

Alice has refused to take several phone calls from Christopher since then, and has not responded to his emails to advise her that the renovations are now complete, and asking when she was planning to move in.

Alice has been able to expand her offerings beyond what they had been prior to her move to the capital, because of the large space rented from Douglas. She now offers hot and cold drinks, and a place for patrons to sit and eat, and has thus increased her earnings.

During the first week of February 2023, Alice saw someone moving into the upper floor of the building, which had previously been unoccupied. A few days later she began to

hear loud noises coming from the upper floor of the building. The noise is heard three days a week, 7 a.m. – 6 p.m. on each of those days, and includes the sound of machines. Alice has since learned that the space has been rented to a tailor, Foster, whose sewing machines are the cause of the noise.

The noise has caused disturbance to Alice, her employees and patrons and she has seen a decline in business as a result. In response to Alice's complaint, Douglas told her that if she is not happy, she can leave, because the new tenant is paying twice the rent she (Alice) pays per month, and, that, if she continues to complain, he will make her occupation even more uncomfortable.

Two weeks ago, when Alice arrived at the pastry shop one morning, there was no water. Her checks revealed that Douglas had arranged for the supply to be discontinued. It was not restored until three days later, after discussions with Douglas, who confirmed that he had arranged the disconnection because he was tired of Alice's complaints. Douglas also threatened to terminate their relationship if Alice did not stop complaining. Alice was unable to operate the pastry shop at all during the three days.

On May 1, 2023, Alice received a letter from an attorney-at-law acting on behalf of Christopher, dated April 27, 2023, claiming that she must take up the lease, or face court proceedings.

Furthermore, this morning, Alice saw the following notice tucked under her shop door:

*May 10, 2023*

*To: Alice*

*5 Gold Street (Ground Floor)*

*I, Douglas, hereby give you notice to quit and deliver up to me possession of the premises known as 5 Gold Street (Ground Floor unit) which you hold of me as tenant thereof on May 31, 2023.*

*Signed: Douglas*

Rent restriction legislation does not apply to either premises.

Advise Alice on the following, giving reasons for your advice.

- (i) Whether she has any liability to Christopher.
- (ii) What is the nature of her relationship with Douglas given that their agreement was an oral one.
- (iii) Whether there is any action she can take against Douglas, in relation to the noise from Foster's operations, and Douglas's disconnection of the water.
- (iv) Whether she has to leave the premises as required by the notice from Douglas; and, if so, whether she can recover the \$45,000 security deposit.

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## **QUESTION 2**

Karen has come to see you for advice. Her instructions to you are as set out below.

Karen, her husband John, and their three-month-old baby, live at 15 Brownstone Lane, in the jurisdiction. The property is owned by Lyle. John and Karen occupy it under a five-year lease. It comprises two buildings, namely, a three-bedroom house ("main house"),

and a smaller flat, which has a bedroom, bathroom, kitchen and living/dining area ("flat"). Each of the bedrooms in the main house has its own adjoining bathroom.

The lease began on March 1, 2022, and provides, *inter alia*, that:

**LEASE**

*The Tenant shall:*

- 1.1 *pay the rent, monthly, into the Landlord's account named in the Schedule, and in the sums and on the days set out there;*
- 1.2 *keep the premises in repair;*
- 1.3 *not to assign, or sublet, the demised premises without the prior written consent of the Landlord;*

*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;*

...

From time to time John is sent to work in his employers' offices overseas. John's most recent overseas assignment began on April 3, 2023, and, prior to leaving the jurisdiction, he and Karen made the following arrangements.

- (A) They engaged Eva to help Karen to take care of the baby, and assist with household chores. Their agreement with Eva provides that she will have the right to live in the main house with Karen and the baby, and when he is home, with John. Eva would have the exclusive use of one bedroom and the adjoining bathroom. The agreement provided for Eva to go to her own home on alternate weekends, from Friday at 3 p.m. until the following Monday morning at 7 a.m. It

was agreed that Eva would work Mondays - Fridays, 7 a.m. – 3 p.m., but if Karen needed additional help at night or on those weekends that Eva was supposed to be at the main house, Eva would be required to provide the necessary assistance. Eva moved into the bedroom on March 30, 2023.

(B) It was agreed that Timothy, the son of one of John's overseas colleagues who commenced college in the jurisdiction earlier in the year, would occupy the flat as of Saturday April 1, 2023. The agreement requires Timothy to pay the sum of \$5,000 each week for his occupation of the flat.

Karen has come to see you because the relationships with Eva and Timothy are not going well, for the reasons outlined below.

Eva is unwilling to help Karen with the baby at all, and on the weekends when she has gone home, she has not returned until about 8 p.m. the following Monday.

Timothy refuses to pay the sum he is charged, having only paid for the first two weeks of his occupation.

In addition to the problems with Eva and Timothy, Karen received a letter from Lyle's attorney-at-law claiming that he intends to commence proceedings against John and Karen for breach of clause 1.3.

Rent restriction legislation applies to the premises.

Karen seeks your advice as follows, giving reasons:

- (i) Whether she and John can terminate Eva's occupation, and require her to deliver up possession.
- (ii) Whether they have any recourse against Timothy for his failure to pay the sum for his occupation of the flat, including whether they can terminate the relationship with him and recover possession of the premises.

- (iii) Whether Lyle has any action(s) against herself and John for breach of clause 1.3.
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### **QUESTION 3**

Tom has come to see you for advice. His instructions are as set out below.

He has leased a two-storey, 60-year-old four-bedroom, four-and-a-half-bathroom house situated on two acres of land in Cedar Grove, a rural community which is half an hour's drive by car from the capital city. Although the community comprises mostly residential premises, there is no zoning limitation in place for the area.

He rents the property from Jerry, his landlord. The lease is for a term of eight years, and began on December 1, 2021. Tom and his wife, Helen, retired shortly before taking the lease.

Jerry owns three lots in the community, and each lot has a large house on it. Jerry occupies Lot 1 with his family, Grant occupies Lot 3 with his family, and Lot 2 is the property occupied by Tom and Helen. Grant is Jerry's son. In the case of each lot, the house is situated near the centre of the particular lot, and this offers maximal solace, and privacy to the several occupiers. The lot Tom occupies lies between Lots 1 and 3. A river runs behind all three lots.

Tom has taken up fishing and photography since living in Cedar Grove, Helen has taken up painting, and they often entertain friends at weekends. Last December (2022), following a suggestion one weekend by one of Tom's former work colleagues, Tom and Helen began to host exhibitions for the viewing and sale of their artistic works, once per month. In addition, they began to offer the lower floor of the house, and the grounds surrounding the house, as a venue for the staging of small birthday and anniversary parties for their friends, for a small fee to offset the costs associated with making the premises available.



Jerry and Grant have become miserable neighbours who complain all the time. Jerry and Grant are upset that Tom and Helen are commercializing their otherwise peaceful residential community because of their commercial activities. Jerry complains, in particular, that he did not rent the property for commercial use and so Tom and Helen must stop using it in this way.

On the other hand, Tom instructs you that he has given Jerry a quotation for some necessary remedial work to the house on the basis that the substance of the requisite work is a matter for a landlord. However, Jerry has refused to do the work, stating that it is Tom's obligation to effect any repairs to the premises.

Specifically, there are several broken tiles on the back verandah, and a few of the wooden doors that lead onto the verandah had begun to crack and appear likely to break if nothing is done about them, particularly bearing in mind the age of the house. The verandah, and the doors that lead onto it, span the entire back side of the house. Furthermore, he instructs that following 10 days of heavy rains in March (2023), the roof in the main bedroom had begun to leak heavily, forcing Tom and Helen to move out of that bedroom.

Tom says that he thinks Jerry is being difficult because he objects to the manner in which Tom and Helen are using the property.

To make matters worse, Tom says he just received a notice to quit from Jerry's attorney-at-law, dated May 5, 2023, giving him notice to vacate the premises within 30 days of the date of the notice, and that the premises must be delivered up in repair.

Tom has provided you with a signed copy of the lease which was properly executed as a deed, by Tom, as tenant, and Jerry, as landlord, prior to December 1, 2021 when the lease commenced.

**LEASE**

*The Tenant shall:*

1.1 *pay the rent, monthly, into the Landlord's account named in the Schedule, and in the sums and on the days set out there.*

...

1.2 *keep the premises in repair;*

*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;*

*The parties further agree as follows:*

3.1 *that the Tenant shall be entitled at any time to terminate the lease by giving no less than three months' notice in writing to the landlord.*

Rent restriction legislation applies to the premises.

Advise Tom on the following, giving reasons for your advice.

- (i) The effectiveness of the notice to quit from Jerry's attorney-at-law to terminate Tom's lease.
- (ii) Any action Jerry can take against Tom in relation to Tom's use of the premises as described, for the exhibitions and parties, given that their lease does not contain any provision against commercial use.
- (iii) Any liability for the repairs.

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**END OF PAPER**