

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 2025

LANDLORD AND TENANT

(WEDNESDAY, MAY 21, 2025)

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.

PLEASE REMAIN SEATED UNTIL YOUR SCRIPT HAS BEEN COLLECTED.

QUESTION 1

Allan is the lead member of an international medical mission team which offers highly complex eye surgeries in jurisdictions across the world. He has recently been assigned to your jurisdiction. His tour of duty is expected to last for five years.

Shortly after arriving in the jurisdiction, Allan met with Bella, the owner of a three-bedroom house in Blueacre. Rent restriction legislation applies to the house.

Bella offered to rent the house to him, but she was only willing to agree to a term of four years, at a monthly rent of \$45,000, payable on the first day of each month. Allan said he would consider the proposed four-year term and come back to Bella, because his tour of duty was expected to last for five years and he wanted to settle his accommodation for the entire period.

In the meantime, since Bella was willing to allow him to move into the house, as and the cost of a hotel to accommodate his family would be much more than \$45,000 for a month, Allan paid Bella the rent of \$45,000 for a month, on February 1, 2025, and collected the keys from her the same day.

Allan moved into the house with his family and has remained there, paying Bella \$45,000 every month, which she has accepted.

The team worked closely with the government in the jurisdiction. Although the mission team's doctors were engaged in both planned and emergency surgeries at hospitals across the jurisdiction, Allan had been assigned to provide emergency surgeries, only, for three months from May 1, 2025. Allan engaged Frank's services to drive him whenever an emergency surgery arose that he was required to perform. As a term of their agreement, Allan allowed Frank to occupy the third bedroom at the house for the three-month period, May to July 2025.

When Bella found out from Allan's housekeeper that Frank was staying there, she threatened to terminate her agreement with Allan. Bella said that their agreement does not allow him to rent any part of the house to anyone.

Allan is very concerned about Bella's threat and came to see you this morning. He has asked for advice on the following:

- (i) the nature of his occupation of the house;
- (ii) the nature of Frank's occupation of the third bedroom; and
- (iii) whether Bella can terminate her agreement with him because he is allowing Frank to stay there.

Advise Allan, giving reasons.

QUESTION 2

Charlie, the owner of a successful restaurant chain operating in the jurisdiction, came to you for advice on May 1, 2025.

His instructions were as set out below.

Following years of operating restaurants strategically positioned across the jurisdiction, Charlie finally opened a restaurant in the capital city in July 2024 when a vacant unit became available in the Promise Plaza. The plaza is situated in the main business district in the capital, and attracts local and visiting professionals and entrepreneurs – the kind of clientele that Charlie catered to.

Charlie occupied the unit under a seven-year lease from Darcy, which began on July 1, 2024. He met with Darcy at her lawyer's office and signed the lease as a "deed", according to Darcy's lawyer. Darcy's lawyer had advised him that he could take the document away

and show it to his lawyer before signing. Charlie said he did this (signed immediately) because he did not want to delay entering into the lease and opening the restaurant.

The Unit had been valued on January 1, 2024 at \$30,000,000.

The terms of the lease included the following:

LEASE

"...

1. 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 assign, or sublet, the demised premises without the prior written consent of the Landlord;

...

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;

..."

The premises do not fall within the scope of rent restriction legislation.

The capital city suffered from seven days of unusually heavy and continuous rainfall and wind, during the second week of March 2025.

Following the period of bad weather, Charlie noticed that the roof over the kitchen had begun to leak, and that some of the windows in the dining room had been shattered by

flying objects. As a result, Charlie had to close the restaurant until the requisite work was done.

Charlie was anxious to get the work done quickly so that he could re-open the restaurant. He arranged for an inspection of the damage, on March 31, 2025, by a representative from Reliable Engineers and Contractors, who subsequently gave him the following estimate:

Reliable Engineers and Contractors

1234 Mile Lane, Capital, Jurisdiction

Estimate

April 7, 2025

Re: Unit #3, Promise Plaza, 876 Broad Street, Capital, Jurisdiction

<i>Replace aluminum steel roofing – kitchen area</i>	<i>\$400,000</i>
<i>Replace panel windows in dining room x 3</i>	<u><i>\$150,000</i></u>
<i>TOTAL</i>	<i>\$550,000</i>

NOTE: This estimate includes both material and labour costs

Estimated time for completion from commencement of work: 3 days

Charlie gave the estimate to Darcy on April 12, 2025, and asked her to do the repairs, as soon as possible, so that he could minimise the loss of business arising from the closure.

On April 20, 2025, Charlie received a letter from Darcy's lawyer. The letter said that Charlie was responsible for repairs under the lease, and demanded the rent for March 2025, which had not been paid.

Charlie further instructed you that in addition to the rent for March he had also withheld the rent for April, and told Darcy that he would continue to withhold the rent until she fixed the place.

Finally, he instructed that if the repairs were not done by Darcy before the end of the month (May), he would have no option but to terminate the lease.

Advise Charlie on the following, giving reasons:

- (i) whether he has an obligation to fix the damage to the roof and windows of the unit;
 - (ii) whether he has any liability for withholding the rent for March and April, and if he will incur liability if he continues to withhold rent until she fixes the place; and
 - (iii) whether he is entitled to terminate the lease if Darcy does not repair the unit.
-

QUESTION 3

On March 1, 2025, Victor purchased a townhouse from Tom. At the time of the purchase, the townhouse was occupied by Martha and her family, under a monthly tenancy with Tom, which began on January 10, 2018. They continue to live there.

The property is subject to rent restriction legislation.

The rent was \$50,000 per month, payable monthly in advance on the 10th of each month, and the cost of supplying water to the premises was to be borne by the landlord.

On March 4, 2025, Victor went to the house to introduce himself to Martha as the new owner. He demanded that she pay \$300,000 as a “security deposit” if she wanted to continue living there. He also gave her his banking details, telling her that she should make all payments to that account.

On March 12, 2025, Victor went to see Martha at the house to ask about the \$300,000 because his account reflected the rent only. Martha told him that she could not afford to pay the \$300,000, and Victor told her that if she didn't pay up, she would have to leave.

Before he left, Martha told Victor that, since the last week of February, she was having trouble leaving the house to go to work on weekday mornings. She told him that her neighbour's brother who had moved in (with her neighbour) some months before, had begun to park in front of her driveway when he returned from working the late shift every night. She told Victor that this meant that she had to go across to the neighbour every morning to ask for the car to be moved so that she could leave for work, and that this was interfering with her enjoyment of the house.

Victor told her at that time that he had nothing to do with the neighbour, or the neighbour's brother, and that Martha should stop complaining and pay him the security deposit by the end of April.

Martha noticed that, beginning in April, there was no water at the house on Saturdays. When she called Victor to report it, he told her: "no deposit, no water", and that she should be glad that it was only on a Saturday that she did not have water.

To make matters worse, Martha found the following document under her door, last Friday evening (May 16, 2025), when she got home from work:

Notice to Quit

May 16, 2025

*To: Martha
10 Hope Road
St. George*

I, Victor, hereby give you notice to quit and deliver up to me, possession of the premises known as 10 Hope Road, St. George, which you hold of me as tenant, in one month's time.

Reasons: Failure to pay security deposit.

Signed: Victor

Martha has come to you for advice. She wants to know:

- (i) whether she can be compelled to pay Victor the \$300,000 which he has demanded;
- (ii) whether she can be compelled to vacate the house, as the Notice to Quit requires; and
- (iii) whether she has any recourse against Victor in relation to the loss of water and the obstruction and inconvenience caused by the neighbour's brother.

Advise Martha, giving reasons.

END OF PAPER