

COUNCIL OF LEGAL EDUCATION  
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE  
FIRST YEAR SUPPLEMENTARY EXAMINATIONS 2025

LANDLORD AND TENANT

(THURSDAY, AUGUST 7, 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.

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

## **QUESTION 1**

Dwayne owns a two-bedroom dwelling house at 60 Cherry View, in the capital city in the jurisdiction. In December 2024, Dwayne moved to a new house in a rural parish, and has been looking for a tenant for the house at Cherry View since then.

None of the prospective tenants who initially viewed the house appeared suitable to him, either because they found the proposed rental too high, or because they did not want to rent on a long-term basis, which was Dwayne's preference.

On June 1, 2025, Dwayne met with Elan, who called in response to an advertisement in the local newspaper. Dwayne showed him the place, and Elan liked it. Elan was willing to pay the rent of \$100,000 per month that Dwayne was asking. He also wanted the place for a term of five years, commencing on August 15, 2025. Elan undertook to pay Dwayne the first two months' rent of \$200,000 the following day, "to seal the deal", until the lawyers could prepare formal documentation for them to sign, according to the legal requirements.

As agreed, Elan paid the sum of \$200,000 the following day, that is, on June 2, 2025.

No documentation was ever prepared or signed by them, neither did they take any further steps relating to the grant of the lease.

Recently, however, Dwayne's job has required him to move back to the capital city and, as a result, he (Dwayne) wants to move back into the house at Cherry View. He has explained this to Elan, who says that he is entitled to a five-year lease which is to take effect on August 15, 2025, and insists that Dwayne put him into possession of the house as agreed.

Dwayne has come to you for advice. He wants to know if what Elan says is true, given that they had not executed any documentation, formal or otherwise, relating to the letting of the house.

Advise Dwayne, giving reasons.

## **QUESTION 2**

Alf owns three units in a commercial complex in the jurisdiction, which houses various offices and other businesses. He has come to see you for advice and provides you with the following instructions.

All the units in the complex are exempt from rent restriction legislation.

He owns Units 6, 7 and 8 in the complex. Alf occupies Unit 6 for the purposes of his work as an architect. He has rented Units 7 and 8 to Carla and Brutus, respectively.

Brutus occupies Unit 8, which is situated at one end of the complex, under a monthly tenancy which began on January 1, 2023. He uses Unit 8 to operate a nightclub and lounge, between 8:00 p.m. and 3:00 a.m. every Thursday, Friday and Saturday night. Live music is played most nights, for part of the night.

Unit 7, which adjoins both Units 6 and 8, was let to Carla for a term of four years, from February 1, 2025. She uses part of the unit (7) as a small library and bookshop. She has configured the rest of the unit for use as office space, on a flexible or on-demand basis, by persons requiring this service, in return for an hourly fee. The area is equipped and otherwise suitable for both in-person and virtual meetings, and also for use as a quiet work space.

Alf's relationships with Brutus and Carla had been going well, until May 2025.

Alf says that, since then, Carla has begun to complain. She has said that, since the second week of April, she noticed that Brutus had begun to perform sound checks on the musical instruments and equipment to be used at the nightclub on Wednesdays, Thursdays and Fridays, in preparation for the performances to be staged the following night. Carla says that the sound checks are loud and typically occur anytime between 10:00 a.m. and 1:00 p.m. She considers this to be "prime time" for the clients who use the office space, and this has caused a decline in business as they are unable to effectively use the space during sound checks. Alf says that the noise associated with Brutus' sound checks also makes it difficult for him to work.

Carla has also complained that, recently, the premises were without water on two occasions. On both occasions, the public water supply main line was broken by the local works agency which was conducting essential repair work on the main road. In each case, water was not restored to the property for three days, which Carla said caused her to lose business.

Carla has threatened to commence proceedings against Alf in relation to Brutus' use of Unit 8 and the loss of water for six days.

On July 18, Alf spoke with Brutus about the sound checks, but Brutus said that they were necessary to ensure that things ran smoothly at the club. Alf says that Brutus has said that, in any event, he has always used the unit (8) to operate the nightclub, and that Carla knew this when she entered into the lease with him (Alf), in February 2025.

Alf has come to see you because he is concerned about Carla's threats. He says that he understands her concern relating to Brutus' sound checks, but that she appears to be a "problem tenant", especially given her complaint about the loss of water.

Advise Alf on the following, giving reasons:

- (i) whether he has any liability to Carla for the disturbances suffered as a result of Brutus' operations, and the loss of water for six days; and
- (ii) whether he can terminate Carla's lease.

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### **QUESTION 3**

In 2024, Maria leased residential premises from Helen for five years. The premises are located in an exclusive residential area, and comprise a main house and a detached cottage.

Rent restriction legislation does not apply to the premises.

The lease says, *inter alia*:

## **LEASE**

...

### **1. The Tenant shall:**

...

*1.2 use the premises in a tenant-like manner;*

*1.3 use the premises for residential purposes only;*

*1.4 not sublet the demised premises without the prior written consent of the  
Landlord;*

...

The house is set in a beautifully landscaped garden with a fish pond and a fountain.

Soon after she went into possession, Maria permitted her sister to hold her wedding reception at the premises. The reception went very well, due in part, it was said, to the wonderful facilities in the house and the garden.

A number of persons at the reception approached Maria with the possibility of their holding wedding receptions and dinner parties at the house, for a fee. Maria agreed, mainly because she had lost her job the month before and was experiencing financial pressures, including her high rental. Thereafter, functions were regularly held on weekends at the house, often involving hundreds of persons.

Last week Maria came to see you. She told you that, recently, large cracks have appeared in the concrete flooring and columns of the large front verandah and that she had informed the landlord, Helen, of this disrepair.

Maria said that Helen's response was that she (Maria) was in breach of her covenants with respect to user, and to use the premises in a tenant-like manner.

Maria said that Helen also told her, that an engineer's report indicated that the cracks had appeared because too many persons often use the verandah at the same time, and that it was not designed to accommodate those numbers.

Helen also told Maria that she had no intention of carrying out any repairs and was considering the possibility of bringing a claim against Maria for breaches of clauses 1.2 and 1.3 of the lease. Maria's response to this was that other residents in the neighbourhood regularly entertained large numbers of guests, and that, therefore, she was doing nothing out of the ordinary and also, that the functions did not disturb any other residents in the area.

Finally, Maria told you that since June 1, (2025) she allowed her friend, Nora, to occupy the cottage on a monthly basis. Maria said that Nora had recently returned to the jurisdiction after living overseas for several years and was in process of purchasing a home in the jurisdiction. The purchase is expected to be completed during November, 2025. Nora is the only occupant of the cottage, and Maria lets her "do her own thing".

Maria told you that she was grateful for Nora's insistence that she (Maria) charge her a monthly rent at the market rate of \$30,000, and otherwise treat their relationship concerning the use of the cottage as "strictly business". This is because it assists her, financially, until she finds a new job. Maria says that Helen recently asked her about the occupation of the cottage, and claims that she (Maria) is also in breach of clause 1.4.

Advise Maria, giving reasons, as to:

- (a) any liability she has in relation to clauses 1.2, 1.3 and 1.4, as Helen seems to suggest; and
- (b) whether she can compel Helen to fix the premises.

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**END OF PAPER**