

COUNCIL OF LEGAL EDUCATION
NORMAN MANLEY LAW SCHOOL

LEGAL EDUCATION CERTIFICATE
FIRST YEAR EXAMINATIONS, 2026

LANDLORD AND TENANT

(WEDNESDAY, MAY 13, 2026)

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

Thomas came to see you this morning. His instructions are as set out below.

BigMan owns a commercial complex, situate on Broad Street in the capital of the jurisdiction (Complex). The Complex includes five units, which are let to individual tenants.

Rent restriction legislation does not apply to any of the units.

Thomas is the tenant of Unit 1, and his tenancy commenced on January 1, 2024. Although the business he operates is primarily a grocery store, Thomas also sells various other items, including small appliances and items for decorating the home.

Thomas's lease, a copy of which he provided to you, includes the terms set out below. The lease was properly executed in accordance with statutory requirements.

Lease

A LEASE made ... between...

The lease shall commence on January 1, 2024 and continue for a term of five years from that date...

...

1. The tenant shall:

1.1 pay the rent reserved on the first day of each calendar month of the lease, in the sums set out in the Schedule below, by direct bank deposit to the account of BigMan, more fully described in the Schedule;

1.2 not assign or sublet the demised premises without the prior written consent of the landlord;

...

2. The landlord shall:

...

2.1 ... be entitled to terminate the lease in the event of the total destruction of the premises by fire or otherwise, by notice in writing to the tenant;

...

Schedule

Rent

Shall initially be in the sum of \$100,000 per month, and shall increase annually on the first day of each year of the term, in an amount equivalent to 3% of the monthly rent payable for the immediately preceding year of the term.

Account – BigMan

A/C # 12345

Commercial Bank of Jurisdiction

Capital Branch

Until October 2025, Thomas, and the other tenants, enjoyed thriving businesses in the Complex. However, on November 1, 2025, PriceSavvy, a large members shopping club, opened its first location in the jurisdiction just two blocks away from the Complex, on the other side of Broad Street. Since then, several of the tenants have suffered a substantial loss in clientele, with Thomas's business suffering the greatest loss. The tenant who operates a cinema and a restaurant continued, however, to enjoy a thriving business.

On January 2, 2026, the operator of the cinema and restaurant noted that the parking area allotted to Thomas's business was often vacant, and approached Thomas with a proposal to use his parking spaces, whenever vacant. Thomas agreed to do this, as a means of increasing his income, provided that he retained the right to use his allotted spaces at all times. The cinema and restaurant would have access to his allotted spaces, only when these were vacant. They agreed that the operator of the cinema and restaurant would pay \$25,000 per month, for the ability to use Thomas's spaces in this way.

Despite the additional income stream arising from this arrangement, Thomas was unable to pay

BigMan the rent due for January and February 2026, in full, and has not paid any rent at all for the subsequent months.

Thomas visited BigMan on March 7, 2026, and asked him to reduce the rent to \$50,000 per month, because he was unable to pay more than that, given the reduction in business. BigMan refused Thomas's proposal, and they have not spoken since then.

Yesterday, Thomas received a letter from BigMan's attorney-at-law, demanding that Thomas immediately pay the outstanding rent due for January to May 2026. The letter also demanded that the sum be paid within seven days from the date of the letter, failing which he (the attorney-at-law) was instructed to commence legal proceedings against Thomas.

The letter also said that BigMan had noticed that patrons of the cinema and restaurant had begun to use Thomas's parking spaces in breach of the terms of his lease, and that Thomas should desist from allowing this.

That letter was the reason for Thomas's visit to you that morning.

In addition to the foregoing, Thomas further instructed you that he was currently unable to pay any of the sums demanded by BigMan, and that he was making arrangements to vacate the premises at the end of May 2026, so as to terminate the lease and avoid incurring any further arrears.

Thomas further instructs that he would make best efforts to pay the sums due, as soon as he was able restart the business in a more suitable location.

Required:

Advise Thomas, giving reasons, on:

- (a) his plans to:
 - (i) vacate the premises, for the reasons stated by him; and
 - (ii) settle the arrears; and
- (b) whether he has any liability to BigMan in relation to the arrangement with the operator of the cinema and restaurant.

QUESTION 2

Camala visited your office this morning, and instructed you as set out below.

She took a lease of Townhouse 3 in a complex of 10 two-storey townhouses, known as Cool Breeze Homes, from Redson. She occupies Townhouse 3 under a monthly periodic tenancy, and the lease commenced on January 1, 2019. Rent is payable, in advance, on the first day of each month of the lease. The lease was properly executed.

The area in which the Cool Breeze Homes complex is situated is statutorily zoned for residential purposes only. Rent restriction legislation applies to all the townhouses in the complex.

In addition to Townhouse 3, Redson owns the adjoining townhouse, Townhouse 2, which he occupies himself.

Eight weeks ago, Redson began to effect certain renovations to the kitchen in the townhouse that he occupies (Townhouse 2). The initial plan was for the renovations to take no more than six days, over a two-week period. He, however, decided to undertake some additional renovations, including the demolition of one of the kitchen walls, to make the lower storey of Townhouse 2 more “open-concept”, and to replace the existing wooden flooring, with tiled flooring, throughout the house.

Camala has complained of the noise associated with the renovation work. The workmen have worked on Thursdays, Fridays, Saturdays and Sundays of every week since the renovations began. The workmen generally work between midday and 11:00 p.m. on each of those days. She said that the noise associated with the work prevents her from sleeping when she goes to bed at her usual time of 9:00 p.m., and that the resulting lack of sleep had begun to take a toll on her work. She also complained that on several days since the work began, there was either some refuse from the demolition work, or materials for the work still to be done, stored just adjacent to her carport. This has impeded easy access to and from Townhouse 3.

Camala has also complained to Redson about a neighbour, Shawn, who owns Townhouse 10 and who, in February 2026, began to conduct paid piano lessons for children on Saturdays. Her

complaint specifically related to the associated noise, which, she says, also affects her ability to rest during the daytime on Saturdays. She has complained that she spoke directly with Shawn, who told her: *“If you don’t like it, just lump it. No one else has complained about it.”*

Camala has generally complained to Redson, most recently last Friday, of her recent inability to enjoy her home, and had threatened legal proceedings against Redson, if he did nothing to properly address her concerns. She said that Redson, in reply to her complaints, simply suggested that she “calm down”.

She says that, yesterday, she received the following notice under her door:

May 12, 2026

*To: Camala
Townhouse 3
Cool Breeze Homes
Capital, Jurisdiction*

Following our previous conversations and our inability to resolve our differences, I hereby give you notice to quit and deliver up possession of Townhouse 3, Cool Breeze Homes, Capital, Jurisdiction, which you have leased, in one month’s time, on June 11, 2026.

*Signed:
Redson*

Camala seeks your advice as to whether she has:

- (a) any remedy against Redson in relation to her complaints; and
- (b) to vacate her home based on Redson’s notice.

Required:

Advise her, giving reasons.

QUESTION 3

Frank granted Green a lease of his two-storey dwelling house at Downing Avenue in the

jurisdiction, for a term of 15 years, commencing on January 1, 2021.

At the time of the commencement of the lease, the house was already 20 years old, and was valued, for insurance purposes, at \$25,000,000. The lease, which was executed in proper form, contained among other provisions, those set out below.

Lease

A LEASE between... commencing on January 1, 2021 for a term of fifteen years from that date...

...

3. The tenant shall:

3.1 pay the rent reserved on the first day of each calendar month thereof, in the sums set out in the Schedule below, by direct bank deposit to the account of Frank, more fully described in the Schedule;

3.2 keep the demised premises in repair;

3.3 not assign or sublet the demised premises without the prior written consent of the landlord;

...

On January 1, 2026, Frank assigned his reversion, in proper form, to Lucas, and advised Green of this. At the time, Lucas demanded that Green pay him the sum of \$150,000 as a security deposit to continue as a tenant.

On April 1, 2026, Green began to notice “sweating” on the lower part of the dining room wall in the house; and, two weeks later, observed that water had begun to gather on the floor in the dining room. Green asked his friend, Blak, a civil engineer, to take a look at the wall and floor in the dining room. Following an inspection, Blak produced a formal report to Green, outlining the source of the problem.

The report advised that the main pipe carrying waste water from the sink and shower in each of the two bathrooms on the upper storey, and which ran down the dining room wall, had burst.

This caused water to escape from the pipe and resulted in the seepage from the wall into the dining room. It also advised that, until the pipes were replaced, the seepage of water would worsen, as further deterioration occurred.

The report said further that the waste pipe was smaller than was usual for waste pipes in houses of similar size, and that in order to properly address the problem, a pipe having a larger diameter would be required. Also, that the pipes, which were made of aluminum, should be replaced with pipes made of PVC.

Green immediately notified Lucas of the problem, gave him the report that he had received and asked him to fix it, immediately, before it got any worse. In reply, Lucas advised that he would check with his lawyers because, as far as he understood, it was the tenant's (Green's) obligation to fix any disrepair arising during the lease.

Without waiting for Lucas to come back to him, Green went ahead to request an estimate from Reliable Contractors Limited, a company known to provide high-quality home contracting services in the jurisdiction. Green received the estimate, a copy of which is set out below:

*Reliable Contractors
1 Professional Boulevard
Capital, Jurisdiction*

April 30, 2026

Estimate

To cut and enter vertical dining room wall adjacent to kitchen, and connected walls, and remove existing aluminum piping. To replace aluminum piping with PVC piping. To replace 2" pipes with 3" pipes. To reinstate dining room and other affected walls.

<i>Materials</i>	<i>\$ 90,000</i>
<i>Labour</i>	<i><u>\$140,000</u></i>
<i>TOTAL</i>	<i>\$230,000</i>

N.B. Cost associated specifically with difference in pipe size, and change in material from aluminum to PVC - \$18,000.

Having received the estimate, Green delivered it to Lucas, who said that he spoke with his lawyers and that they advised that the repair work was, in fact, to be undertaken by Green, as tenant, under the terms of the lease. He further said that the whole estimated cost, including the cost of replacing the aluminum pipes with PVC pipes, and two-inch pipes with three-inch pipes, were for Green's account. He also reminded Green that he had not yet paid the requisite security deposit, and that, if he did not do so immediately, he would commence proceedings against him.

Green has expressed his concern because the estimated cost of repair, of \$230,000, was a cost which he had not "bargained for". He feels that Lucas is being unreasonable.

Required:

Advise Green, giving reasons, of any liability he has to Lucas.

END OF PAPER