

## CHAPTER 206

### THE RENT ACT

#### ARRANGEMENT OF SECTIONS

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SCHEDULE-Cost of construction

## CHAPTER 206

RENT

10 of 1972  
13 of 1994

An Act to make provision for restricting the increase of rents, determining the standard rents, prohibiting the payment of premiums and restricting the right to possession of dwelling-houses, and for other purposes incidental to and connected with the relationship of landlord and tenant of a dwelling-house.

(30th March, 1972)

1. This Act may be cited as the Rent Act. Short title
2. (1) In this Act, unless the context otherwise requires- Interpretation

"cost of construction", in relation to premises, means the cost of constructing the premises at the time of construction increased to the extent shown in the Schedule;

"court" means-

- (a) in relation to premises for which the rent demanded exceeds three thousand six hundred kwacha per annum, the High Court;
- (b) in relation to all other premises, a subordinate court of the first class to be presided over by a senior resident magistrate or a resident magistrate;

"dwelling-house" means any building or part of a building or room let or used as a separate dwelling or place of residence, whether or not such building, part of a building or room is occupied by one or more tenants, and includes the site of the building and the garden and other lands and buildings let therewith;

"land", in relation to a dwelling-house, means the site of the dwelling-house (or a proportionate part of the site where appropriate) and any other land included in the letting;

"landlord" includes, in relation to the premises, any person, other than the tenant in possession, who is or would, but for the provisions of this Act, be entitled to possession of the premises, and any person from time to time deriving title under the original landlord, and any person deemed to be a landlord by virtue of the meaning ascribed in this subsection to the expression "lease";

"lease" includes any agreement, whether written or verbal and howsoever described, whereunder the tenant obtains the right to possession of the premises for a consideration in money or money's worth, and whether or not such agreement includes an option to purchase the said premises or the building of which the said premises form part; and the grantor and grantee of any such right to possession shall, for the purposes of this Act, be deemed to be a landlord and tenant respectively;

"let" includes sublet;

"market value", in relation to land, means the open market value thereof in its unimproved state on the prescribed date limited to its value for the improvement thereon but having regard to any development existing in the immediate neighborhood as at the date on which an application is made to the court for determination of the standard rent;

"occupier", in relation to the premises, means the person in physical residence or occupancy thereof; and "occupy", shall be construed accordingly;

"outgoings" means all ground rent, rates, fire insurance premiums, cost of repairs and management and letting commissions;

"premises" means a dwelling-house to which this Act applies;

"prescribed date" means-

- (a) in relation to the premises of which the landlord is a local authority, such date as the Minister may from time to time by statutory instrument prescribe for any area within Zambia;
- (b) in relation to the premises of which the landlord is the National Housing Authority, such date as the Minister may from time to

time by statutory instrument prescribe for any area within Zambia;

- (c) in relation to all other premises to which this Act applies, the 1st April, 1968:

Provided that-

- (i) a tenant of the premises referred to in this paragraph may, at any time during the continuation of his tenancy, apply to the court for the determination of the standard rent payable by him in respect of such premises;
- (ii) where the standard rent of any premises has been determined by the court, the date of such determination shall be deemed to be the prescribed date under this Act;

"repairs" means all repairs and maintenance except internal decorations;

"service charge" means a charge for any services rendered;

"services", in relation to any letting, means the use of water, light or power, conservancy, sewerage facilities, sweeper, watchman, telephone, or other amenity or facility available to the tenant, and the right of access to any place or accommodation accorded to the tenant by reason of his occupancy of the premises comprised in the letting, but shall not include the supply of meals to the tenant; and the expression "service" shall be construed accordingly;

"standard rent" means-

- (a) in relation to unfurnished premises-
- (i) if on the prescribed date they were let, the rent at which they were so let;
- (ii) if on the prescribed date they were not so let, a rent to be determined by the court at a monthly rate of one and one-quarter per centum of the cost of construction plus market value of the land, the landlord paying all outgoings;
- (b) in relation to furnished premises, the standard rent which would be applicable if they were unfurnished, plus a sum at a monthly rate not exceeding one per centum of the value (as determined by the court) of the furniture, excluding any soft furnishings, linen, cutlery, kitchen utensils, glassware and crockery, and a sum not exceeding two per centum of the value (as determined by the court) of any soft furnishings, linen, cutlery, kitchen utensils, glassware and crockery; and any determination made for the purposes of this definition shall, within the limits imposed by the definition, be at the absolute discretion of the

court;

"tenancy" includes subtenancy;

"tenant", in relation to the premises, means the person entitled, whether exclusively or in common with others, to possession thereof, and shall include-

- (a) any person deemed to be a tenant by virtue of the meaning ascribed in this subsection to the expression "lease";
- (b) a subtenant;
- (c) any person from time to time deriving title under the original tenant;
- (d) the widow of a tenant who was residing with him at the time of his death, or, where a tenant leaves no widow or was a woman, such member of the tenant's family so residing (as may be determined by the court) notwithstanding that the rights under the tenancy may have passed on the tenant's death to some other person.

(2) Notwithstanding anything contained in the definition of "standard rent"-

- (a) in any case in which the court is satisfied, having regard to the temporary nature of the construction of the premises or to the short duration of the lease or license under which the land on which the premises are situate is held, that the standard rent as defined in subsection (1) would yield an uneconomic return to the landlord, the court may determine the standard rent to be such amount as the court shall, in all the circumstances of the case, consider fair and reasonable; and
- (b) in any case where the court is satisfied that it is not reasonably practicable to obtain sufficient evidence to enable it to ascertain-
  - (i) the rent at which the premises were let on the prescribed date;
  - (ii) the cost of construction and the market value of the land;the court may determine the standard rent to be such amount as it considers fair and reasonable, having regard to the standard rent of comparable premises in the neighbourhood.

**3.** (1) Subject to the provisions of subsection (2), this Act shall apply Application to all dwelling-houses in Zambia, whether or not the terms of the letting of such dwelling-houses include the use in common with the landlord

or other persons authorised by him of other rooms in or amenities of or portions of the building of which the said dwelling-house forms a part or the grounds or gardens immediately adjacent thereto, and whether or not the terms of the letting include a provision for services or the use of furniture.

(2) This Act shall not apply to-

- (a) a dwelling-house let to or occupied by an employee by virtue and as an incident of his employment;
- (b) premises let by the Government save as to the rent charged in respect of any authorised subletting of the whole or part thereof;
- (c) premises for which an inclusive charge is made for board and lodging and in respect of which a permit in that behalf has been issued under any written law for the time being in force;
- (d) premises held by the tenant under a lease for a term certain exceeding twenty-one years.

4. The court shall have power to do all things which it is required or Powers of the empowered to do by or under the provisions of this Act, and in court particular shall have power-

- (a) to determine the standard rent of any premises, either on the application of any person interested or of its own motion;
- (b) to fix, in the case of any premises, at its discretion and in accordance with the requirements of justice, the date from which the standard rent is payable;
- (c) to apportion payment of the standard rent of premises among tenants sharing the occupation thereof;
- (d) where the rent chargeable in respect of any premises includes a charge for services in addition to the standard rent, to fix the amount of such charge;
- (e) subject to the provisions of section *thirteen*, to make either or both of the following orders, that is to say:
  - (i) an order for the recovery of possession of premises, whether in the occupation of a tenant or of any other person; and
  - (ii) an order for the recovery of arrears of standard rent, mesne profits and a charge for services;

- (f) for the purpose of enabling additional buildings to be erected, to make orders permitting landlords (subject to the provisions of any written law) to excise vacant land out of premises where such a course is, in the opinion of the court, desirable in the public interest;
- (g) when the landlord fails to carry out any repairs for which he is liable, to order the landlord to carry out such repairs;
- (h) to permit the levy of distress for standard rent;
- (i) to impose conditions in any order made by the court under the provisions of this section;
- (j) upon the determination of any application or other proceedings, in its discretion to order any party thereto to pay the whole or any part of the costs thereof;
- (k) to exercise jurisdiction in all civil matters and questions arising under this Act;
- (l) at any time, of its own motion or for good cause shown on an application by any landlord or tenant, to re-open any proceedings in which it has given any decision, determined any question, or made any order, and to revoke, vary or amend such decision, determination or order, other than an order for the recovery of possession of premises or for the ejection of a tenant therefrom which has been executed:

Provided that-

- (i) nothing in this paragraph shall prejudice or affect the right of any person under section *seven* to appeal to the Supreme Court from any such decision, determination or order as aforesaid, or from the revocation, variation or amendment of any such decision, determination or order;
- (ii) the powers conferred on the court by this paragraph shall not be exercised in respect of any decision, determination or order while an appeal therefrom is pending or in a manner inconsistent with or repugnant to the decision of the appellate court on such appeal.

**5. (1)** In addition to any other powers specifically conferred on it by Investigation of this Act, the court may investigate any complaint relating to the tenancy complaints by the of premises made to it either by the landlord or a tenant of such court premises.

(2) Any landlord or tenant shall, at the time of making a complaint under subsection (1), pay such fee as may be prescribed by the Chief Justice in the rules made under section *thirty-two*.

(3) Nothing in this section shall preclude the court from taking cognizance of any infringement under this Act, or of any dispute or matter likely to lead to a dispute between a landlord and a tenant, of which no complaint has been made to the court under this Act.

(4) When a complaint has been made against a tenant or a landlord, or against the agent or servant of either of them, or when the court has taken cognizance of any dispute between a landlord and a tenant, the court may order the parties or the landlord or tenant, as the case may be, to appear before the court at a specified time and place for the purpose of investigating the complaint or dispute.

(5) When the court investigates any complaint or other matter under this section, it may make such order in the matter, being an order which it is by this Act empowered to make, as the justice of the case may require.

6. (1) Any person who fails to comply with any lawful order or decision of the court after the expiration of the time allowed for an appeal therefrom, or, if an appeal has been filed after such order or decision has been upheld, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both.

Penalty for failure to comply with lawful order of the court

(2) A prosecution for an offence under this section shall not be instituted except by or with the written consent of the Director of Public Prosecutions.

*(As amended by Act No. 13 of 1994)*

7. Except as hereinafter provided, when any question is, under the provisions of this Act, to be determined by the court, the determination by the court shall be final and conclusive:

Appeals

Provided that an appeal from any such determination shall lie on any

point of law, or of mixed fact and law, to the Supreme Court.

**8.** (1) It shall be the duty of the landlord of any premises to which this Act applies and of which the standard rent has not been determined by the court, other than the premises which were let on the prescribed date, to apply to the court for determination of the standard rent of such premises, either before letting the premises or within three months of the letting or of the commencement of this Act, whichever is the later. Duty of landlord of premises let

(2) If the landlord to whom subsection (1) applies fails to comply with the provisions thereof, he shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both.

*(As amended by Act No. 13 of 1994)*

**9.** Subject to the provisions of this Act, the landlord of premises shall not be entitled to recover any rent in respect thereof in excess of the standard rent. Restriction on increasing rent

**10.** Where, after the commencement of this Act, the landlord of any premises, or any agent, clerk or other person employed by him, demands or accepts any rent in respect of such premises which exceeds the standard rent thereof by more than any amount permitted under this Act, or demands or accepts an advance of rent exceeding two months' standard rent, then, without prejudice to any other remedy under this Act, such landlord, agent, clerk or other person shall be guilty of an offence and liable to a fine not exceeding four thousand penalty units or to imprisonment for a term not exceeding twelve months, or to both; and the court by which he is convicted may order that any rent or advance so accepted, in so far as it exceeds the amount permitted under this Act, shall be repaid by the landlord to the tenant. Penalty for demanding or accepting excess rent

*(As amended by Act No. 13 of 1994)*

**11.** (1) A landlord may, by notice in writing to the tenant, increase the standard rent of any premises, that is to say- Permitted increases in rent

(a) in the case of premises upon which the rates payable by the landlord have increased since the prescribed date-

(i) by the amount of such increase, where the premises were let on

or before the prescribed date; and

- (ii) by the amount of the increase in rates payable by the landlord since the premises were let, where they were let after the prescribed date;
- (b) in any case where the landlord has, since the prescribed date, incurred expenditure on the improvement or structural alteration of premises (excluding expenditure on redecoration or repair, whether structural repair or not) or in connection with the installation or improvement of a drainage or sewerage system or the construction or making good of a street or road executed by or at the instance of a local authority, by an amount calculated at a rate *per annum* not exceeding fifteen *per centum* of the expenditure so incurred.

(2) The permitted increase of the standard rent of any premises under paragraph (a) or (b) of subsection (1) shall attach to the premises and the landlord shall not be required to serve a fresh notice on any subsequent tenant to claim such increase.

(3) Save as provided in subsections (1) and (2), any transfer to the tenant of any burden or liability previously borne by the landlord shall, for the purposes of this Act, be treated as an alteration of the standard rent, and where, as a result of any such transfer, the terms on which any premises are held are on the whole less favourable to the tenant than the previous terms, the standard rent shall be deemed to be increased, whether or not the sum periodically payable by way of standard rent is increased; but any increase of the standard rent in respect of any transfer to a landlord of any burden or liability previously borne by the tenant, where, as a result of any such transfer, the terms on which any premises are held are on the whole, not less favourable to the tenant than the previous terms, shall be deemed not to be an increase of the standard rent for the purposes of this Act:

Provided that the standard rent shall not be deemed to be increased where the liability for rates is transferred from the landlord to the tenant if a corresponding reduction is made in the standard rent.

**12.** If any notice served under subsection (1) of section *eleven* contains any statement or representation which is false or misleading in any material respect, the landlord shall be guilty of an offence and liable on conviction to a fine not exceeding one thousand penalty units or to imprisonment for a term not exceeding three months, or to both, unless he proves that the statement was made innocently and without intent to deceive. Penalty for false statement in notice

(As amended by Act No. 13 of 1994)

- 13.** (1) No order for the recovery of possession of any premises or for the ejection of a tenant therefrom shall be made unless- Restriction on right to possession
- (a) some rent lawfully due from the tenant has not been paid, or some other obligation of the tenancy (whether under a contract of tenancy or under this Act) so far as the same is consistent with the provisions of this Act, has been broken or not performed; or
  - (b) the tenant, or any person residing with him, has been guilty of conduct which is a nuisance or annoyance to adjoining occupiers, or has been convicted of using the premises or allowing the premises to be used for a criminal or illegal purpose, or the condition of the premises has, in the opinion of the court, deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person; or
  - (c) the tenant has given notice to quit, and in consequence of that notice the landlord has contracted to sell or let the premises or has taken any other steps as a result of which he would, in the opinion of the court, be seriously prejudiced if he could not obtain possession; or
  - (d) the court is satisfied that the tenant has sublet the whole or any part of the premises (such part being also premises to which this Act applies) for a rent in excess of the rent recoverable under the provisions of this Act; or
  - (e) the dwelling-house is reasonably required by the landlord for occupation as a residence for himself or for his wife or minor children or for any person *bona fide* residing or intending to reside with him, or for some person in his whole-time employment or for the occupation of the person who is entitled to the enjoyment of such dwelling-house under a will or settlement, and the landlord has given to the tenant not less than twelve months' notice to quit; and in such case the court shall include in any order for possession a requirement that the landlord shall not without its prior approval let the premises or any part thereof within three years after the date on which the possession is to be given; or
  - (f) the premises are reasonably required by the landlord for the purpose of the execution of the duties imposed upon him by any written law, or for any purpose which, in the opinion of the court, is in the public interest; or

- (g) the tenant has, without the consent in writing of the landlord, at any time after the prescribed date, assigned, sublet or parted with the possession of the premises or any part thereof:

Provided that-

- (i) a landlord who has obtained or is entitled to obtain an ejection order on the grounds contained in this paragraph may, at his option, either obtain a similar order against the occupier or treat such occupier as his tenant;
- (ii) for the purposes of this paragraph, if the tenant is a private limited company the transfer at any one time without the consent of the landlord of more than fifty *per centum* of the total nominal value of the issued shares of the company shall be deemed to be an assignment of the premises; or
- (h) the landlord is the owner of a dwelling-house which he has previously occupied as a residence for himself and reasonably requires such house for occupation as a residence for himself or for his wife or minor children, and has complied with the terms relating to the giving of notice contained in any lease into which he has entered with the tenant in respect of such house or, in the absence of any such lease, has given the tenant three months' notice to quit:

Provided that if within twelve months next after the date upon which the landlord was, by virtue of the provisions of this paragraph, entitled to vacant possession of such dwelling-house, he wishes again to let such house (whether for a consideration or without consideration) he shall give to the tenant who, by virtue of the provisions of this paragraph, was required to give up possession of such house, the first option to take a tenancy and possession thereof; or

- (i) the landlord requires possession of the premises to enable the reconstruction or rebuilding thereof to be carried out, and has given to the tenant not less than six months' notice in writing of such requirement; the court making an order for possession on this ground shall include in the order a condition that the reconstruction or rebuilding shall be completed within such specified time as the court may consider reasonable; or
- (j) the landlord has, in obedience to an order of the court, let the premises for a definite period, and the landlord requires the premises at the expiry of such period for his own occupation or for the occupation of his wife or minor children or for some person in his whole-time employment; or
- (k) the premises are occupied by a larger number of persons than

can reasonably be accommodated, so that, in the opinion of the court, the premises are overcrowded or constitute for any reason a danger to the occupiers of the adjoining premises; or

(*l*) the application for recovery of possession of the premises is made by a person who, having been the tenant of the premises, has been unlawfully dispossessed thereof; and any order made in such circumstances may include an order for compensation to be paid by the landlord to any tenant of the premises dispossessed thereof by such order.

(2) In any case arising under paragraphs (*a*) to (*d*), (*f*) to (*h*) and (*j*) to (*l*), inclusive, of subsection (1), no order for recovery of possession of premises shall be made unless the court considers it reasonable to make such order.

(3) Nothing in paragraph (*e*) or (*h*) of subsection (1) shall permit a landlord to recover possession of a dwelling-house if by such recovery he or his wife or minor children would be in occupation of, or would acquire the right to occupy, more than one place of residence at the same time.

(4) If a court makes an order for the recovery of possession of any premises or for the ejection of a tenant therefrom, nothing in the order shall affect the right of any subtenant to whom the premises or any part thereof were lawfully sublet before the commencement of the proceedings under this section, nor shall the order operate to give a right to possession as against any such subtenant.

(5) Any landlord who, in contravention of the proviso to paragraph (*h*) of subsection (1), fails or neglects to give a first option to the tenant to let and take possession of the dwelling-house, or fails or neglects to give up possession of the dwelling-house to the tenant within a reasonable time after the tenant has exercised the option, shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both; and in addition the court may order-

- (*a*) the landlord to pay to the tenant compensation for any loss or damage suffered by the tenant in consequence of having been required to give up possession;
- (*b*) any person to whom the dwelling-house has been let or who is actually occupying it to give up possession thereof within such period as the court may consider reasonable; and
- (*c*) the landlord to reinstate the tenant in the dwelling-house.

(6) Where any landlord has obtained an order for possession or ejection under this section, and it is subsequently proved before the court that the order was obtained by misrepresentation or the concealment of material facts, the court may order the landlord to pay to the tenant against whom such order was made such sum as may seem just to the court as and by way of compensation for the damage or loss that may have been sustained by the tenant as a result of the order.

(7) Any landlord who obtains an order for possession or ejection under this section by misrepresentation or concealment of material facts shall be guilty of an offence and liable on conviction to a fine not exceeding four thousand penalty units or to imprisonment for a term not exceeding twelve months, or to both.

(8) Any person who contravenes or fails to comply with any order made under subsection (1) or any requirement contained in any such order shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both.

(9) The court may adjourn, for such period or periods as it thinks fit, proceedings for the recovery of possession of any premises or for the ejection of a tenant therefrom.

(10) On the making of an order for possession of any premises or ejection therefrom, or at any time before the execution of such an order (whether made before or after the commencement of this Act), the court may-

(a) stay or suspend execution of the order; or

(b) postpone the date of possession of, or ejection from, any premises;  
for such period or periods as the court thinks fit.

(11) Any such adjournment as is referred to in subsection (9), and any such stay, suspension or postponement as is referred to in subsection (10), may be made subject to such conditions with regard to payment by the tenant of arrears of rent, rent or mesne profits and otherwise as the court thinks fit.

(12) If any such conditions as are referred to in subsection (11) are complied with, the court may, if it thinks fit, discharge or rescind any such order as is referred to in subsection (10).

*(As amended by Act No. 13 of 1994)*

**14.** No distress for the recovery of rent in respect of any premises shall be levied except with the leave of the court.

Restriction on  
levy of distress  
for rent

**15.** (1) No person shall, as a condition of the grant, assignment, renewal or continuance of a tenancy, lease, sublease, subletting or occupation of any premises, require the payment of or take any fine or premium or other like sum, or any pecuniary consideration, in addition to the standard rent; and where any such payment or consideration has been made or given in respect of any premises under an agreement made after the prescribed date, the amount or value thereof shall be recoverable by the person who made such payment or gave such consideration.

Restriction on  
premiums

(2) Any person who requires or takes any payment or consideration in contravention of this section shall be guilty of an offence and liable on conviction to a fine not exceeding four thousand penalty units or to imprisonment for a term not exceeding twelve months, or to both.

(3) This section shall not apply to the grant, assignment, renewal or continuance of a tenancy for a term exceeding twenty-one years.

(4) Notwithstanding any rule of law or of practice to the contrary, in any prosecution for an offence under this section, no person shall be deemed to be an accomplice or to be unworthy of credit, neither shall the uncorroborated evidence of any person be held to be insufficient to support a conviction, merely by reason of the fact that such person, whether before or after the coming into force of this section in its present form, paid, gave or offered, or agreed or attempted to pay or give any such fine, premium or other like sum, or pecuniary consideration as aforesaid, to the person charged with an offence under this section or to any other person.

*(As amended by Act No. 13 of 1994)*

16. Where any person lets, or has let, any premises at a rent which includes payment in respect of the use of furniture, the maximum rent per annum which may be charged shall be the standard rent applicable to furnished premises and, if service is included, such service charge as may be permitted by the court, and any rent or charge levied in excess of such standard rent and permitted charge shall, notwithstanding any agreement to the contrary, be irrecoverable from the tenant.

Excessive charges for furnished lettings irrecoverable

17. (1) Where any sum has, since the commencement of this Act, been paid on account of any rent, being a sum which is, under the provisions of this Act, irrecoverable by the landlord, the sum so paid shall be recoverable from the landlord who received the payment, or from his legal personal representative, by the tenant by whom it was paid, and any such sum, and any other sum which, under the provisions of this Act is recoverable by a tenant from a landlord or payable or repayable by a landlord to a tenant, may, without prejudice to any other method of recovery, be deducted by the tenant from any rent payable by him to the landlord.

Recovery of certain sums paid on account of rent

(2) If-

(a) any person in any rent book or similar document makes an entry showing or purporting to show any tenant as being in arrear in respect of any sum which, under the provisions of this Act, is irrecoverable; or

(b) where any such entry has been made by or on behalf of any landlord, and the landlord on being requested by or on behalf of the tenant so to do, refuses or neglects to cause the entry to be deleted within seven days;

that person or landlord shall be guilty of an offence and liable on conviction to a fine not exceeding two hundred penalty units or to imprisonment for a term not exceeding one month, or to both, unless such person or the landlord, as the case may be, prove that at the time of the making of the entry or the neglect or refusal to cause it to be deleted, the landlord had a *bona fide* claim that such sum was recoverable.

(3) Any sum paid by a tenant which, under subsection (1), is recoverable by him, shall be recoverable at any time within six years from the date of the payment thereof.

(4) Nothing in this section shall revive any claim which was barred by limitation at the commencement of this Act.

*(As amended by Act No. 13 of 1994)*

**18.** A landlord of any premises shall, on being so requested in writing by the tenant of the premises, or on being so ordered by the court, supply to the tenant or to the court, as the case may be, a statement in writing as to the amount of the standard rent of the premises and if, without reasonable cause, he fails within fourteen days to do so, or supplies a statement which is false in any material particular, he shall be guilty of an offence and liable on conviction to a fine not exceeding one thousand penalty units or to imprisonment for a term not exceeding three months, or to both:

Statement to be supplied as to standard rent

Provided that this section shall apply only to cases where the premises were let at the prescribed date or where the standard rent has been determined by the court.

*(As amended by Act No. 13 of 1994)*

**19.** (1) Every landlord of premises shall keep or cause to be kept in respect of the premises a rent book in such form as the Minister may, by statutory instrument, prescribe, and shall supply a copy thereof to the tenant without making any charge therefor.

Rent book

(2) The landlord shall maintain or cause to be maintained in the rent book a record comprising the parties to the tenancy, the premises, the standard rent and the rent payable under the tenancy, if different from the standard rent, and all payments of rent made, and the landlord shall sign or cause to be signed by his agent each entry in the rent book.

(3) Any landlord who contravenes the provisions of subsection (1) or (2), shall be guilty of an offence and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both.

*(As amended by Act No. 13 of 1994)*

**20.** For the purposes of sections *eighteen* and *nineteen*, the expression "landlord" shall include any agent, clerk or other person employed by the landlord.

Meaning of expression "landlord" for the purposes of sections 18 and 19

**21.** (1) When a landlord of any furnished premises wishes to remove the furniture or soft furnishings, or any of them, with which such premises were let, he shall apply to the court for permission so to do.

Removal of furniture by landlord

(2) Upon any application being made under subsection (1), the court may grant the application upon such terms and subject to such conditions as the court may consider reasonable, or it may refuse the application.

(3) Where an application under subsection (1) has been granted, and the furniture or the soft furnishings or any part thereof with which such premises were let is or are removed by the landlord, the standard rent of the premises shall be reduced-

(a) if the whole of the furniture or the soft furnishings or of both (as the case may be) are removed, by the percentage or by the respective percentages of the value thereof which was or were added to the standard rent in accordance with paragraph (b) of the definition of "standard rent" in section *two*;

(b) if part only of the furniture or the soft furnishings or of both (as the case may be) is removed, by such proportion as the court may consider reasonable of the percentage or of the respective percentages of the value thereof as was or were added to the standard rent in accordance with paragraph (b) of the definition of "standard rent" in section *two*.

(4) For the purposes of this section, the expression "soft furnishings" shall include linen, cutlery, kitchen utensils, glassware and crockery.

**22.** (1) No landlord shall, except with the leave of the court, and no person other than a landlord shall, without lawful authority, do any act whereby-

Penalty for depriving tenant of service

(a) any tenant is or may be, either directly or indirectly, deprived;  
or

(b) any other person is or will be enabled, either directly or indirectly, to deprive any tenant;  
of any water, light, conservancy, sweeper or other service.

(2) Any person who contravenes the provisions of subsection (1), shall be guilty of an offence and liable on conviction to a fine not

exceeding two hundred penalty units or to imprisonment for a term not exceeding one month, or to both.

*(As amended by Act No. 13 of 1994)*

**23.** (1) A tenant who, under the provisions of this Act, retains possession of any premises shall, so long as he retains possession, observe and be entitled to the benefit of all the terms and conditions of the original contract of tenancy, as far as the same are consistent with the provisions of this Act, and shall be entitled to give up possession of the premises only on giving such notice as would have been required under the original contract of tenancy, or, if no notice would have been so required, then, notwithstanding any provisions to the contrary in any law in force, on giving not less than one month's notice:

Conditions of  
statutory tenancy

Provided that, notwithstanding anything in the contract of tenancy, a landlord who obtains an order for the recovery of possession of any premises or for the ejection of a tenant retaining possession as aforesaid shall not be required to give any notice to quit to the tenant.

(2) Any tenant retaining possession as described in subsection (1), shall not, as a condition of giving up possession, ask for or receive payment of any sum, or any other consideration, from the landlord or any other person; and any tenant who demands or accepts any such sum or consideration shall be guilty of an offence, and liable on conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both, and the court by which he is convicted may order any such payment or the value of such consideration to be returned to the person who made such payment or gave such consideration, and any such order shall be in lieu of any other method of recovery.

(3) When a tenancy in respect of any premises is determined, either as the result of an order for possession or ejection or for any other reason, any subtenant to whom the premises or any part thereof were lawfully sublet shall, subject to the provisions of this Act, be deemed to have become the tenant of the landlord on the same terms and conditions as those on which he would have held from the tenant if the tenancy had continued.

*(As amended by Act No. 13 of 1994)*

**24.** In the absence of any provisions to the contrary in the contract of tenancy, for the purposes of this Act it shall be deemed to be the obligation of the landlord of any premises to maintain and keep the premises in a state of good repair and in a condition suitable for human habitation; and it shall be deemed to be the obligation of the tenant of any premises to maintain the premises in the same state as that in which the premises were at the commencement of the tenancy, fair wear and tear, damage arising from irresistible force and the repairs for which the landlord is liable excepted. Repairs

**25.** Notwithstanding the absence of any covenant against the assigning or subletting of the premises, no tenant shall have the right to assign, sublet or part with the possession of any premises or any part thereof except with the consent in writing of the landlord or, where such consent is unreasonably withheld, the consent of the court. Restriction on right to assign or sublet premises

**26.** (1) Notwithstanding anything contained in this Act, the tenant of any dwelling-house may- Subletting by tenant

(a) with the consent in writing of the landlord (which consent shall not be unreasonably withheld); or

(b) in any case where, in the opinion of the court, the consent of the landlord has been unreasonably withheld, with the consent of the court;

sublet for a period of not more than six months (which period may with the consent of the landlord or of the court be extended for a further period of three months) any dwelling-house of which the tenant is in personal occupation; and upon the expiration of the period for which such dwelling-house has been sublet, the tenant shall be entitled to resume personal occupation of the dwelling-house.

(2) Any subtenant to whom the provisions of subsection (1) apply and who fails, without the consent of the tenant, to give the tenant vacant possession of the dwelling-house upon the due date shall be liable to pay to the tenant, on demand in writing made in that behalf by the tenant, a sum equal to five times the standard rent of the premises in respect of each day on which he continues to occupy the premises adversely to the tenant or such smaller sum in respect of each day as the court may determine; and any such sum shall be deemed as a civil

debt owing by the subtenant to the tenant.

**27.** Any landlord or any agent or servant of a landlord who wilfully subjects a tenant to any annoyance with the intention of inducing or compelling the tenant to vacate the premises or to pay, directly or indirectly, for the premises in excess of the rent lawfully recoverable by the landlord from the tenant under the provisions of this Act, shall be guilty of an offence, and liable on conviction to a fine not exceeding one thousand penalty units or to imprisonment for a term not exceeding three months, or to both. Penalty for subjecting tenant to annoyance

*(As amended by Act No. 13 of 1994)*

**28.** If, on the dismissal of any proceedings instituted under this Act, the court is of the opinion that the proceedings are frivolous or vexatious, the court may order the party who instituted such proceedings to pay to the other party thereto a reasonable sum as and by way of compensation if such other party has been put to any trouble or expense by reason of such proceedings. Compensation in case of frivolous or vexatious proceedings

**29.** The court, and any person authorised by the court in writing in that behalf, may, for the purpose of carrying out its duties and functions under this Act, at all reasonable times enter upon and inspect any dwelling-house. Right of entry

**30.** (1) The Minister may appoint Rent Controllers who shall be public officers and who shall have such powers as are conferred upon them by this Act. The Minister may, by statutory instrument, confer upon the Rent Controllers such powers and impose upon them such duties and functions as he may deem necessary for the better carrying out of the provisions of this Act. Rent Controllers

(2) A Rent Controller shall have power, in respect of any premises to which this Act applies, for the purposes of making any valuation, assessment or examination or carrying out any function or duty under this Act-

(a) to enter at all reasonable times into and upon such premises;

(b) to serve a written notice on the landlord of such premises requiring him to make a return containing such particulars as

may be required in such notice;

- (c) to elicit from the landlord or the tenant such information as he may require for the purpose.

(3) Service on any person of a notice referred to in subsection (2) may be effected by delivery of such notice to such person or to some adult member of his family residing at the premises, or by sending it by prepaid registered post addressed to such person at his last known address.

(4) Every person upon whom a notice has been served under the provisions of this section shall, within twenty-one days after the date of such service, make a return in such form and in such manner as may be required by such notice and, for the purposes of this subsection, a notice served by post shall be deemed to have been served within seven days of posting unless the contrary is proved.

(5) If any person, upon whom a notice has been served under paragraph (b) of subsection (2), or from whom information under paragraph (c) of subsection (2) has been sought, fails, without reasonable excuse, to comply with such notice or refuses to give such information, he shall be guilty of an offence and liable on first conviction to a fine not exceeding two thousand penalty units or to imprisonment for a term not exceeding six months, or to both; and, on a second or subsequent conviction, to a fine not exceeding four thousand penalty units or to imprisonment for a term not exceeding twelve months, or to both such fine and imprisonment.

(6) If any person upon whom a notice has been served, or from whom information under paragraph (c) of subsection (2) has been sought, knowingly makes or gives any false statement or answer thereto, he shall be guilty of an offence and liable on conviction to a fine not exceeding four thousand penalty units or to imprisonment for a term not exceeding twelve months, or to both.

*(As amended by Act No. 13 of 1994)*

**31.** The Minister may, by statutory instrument, make such Regulations regulations and give such directions as he may think fit for the purpose of giving effect to the provisions of this Act.

32. The Chief Justice may, by statutory instrument, make rules of court- Rules

- (a) providing for matters of procedure under this Act;
- (b) prescribing (when proceedings are commenced in court under this Act) the manner in which a tenant may, notwithstanding any contractual obligation, elect to pay to the court rent due to his landlord; the manner in which the rent so paid may be claimed from the court by the landlord or, if not so claimed, may be disposed of by the court; and the amount of commission which the court may deduct from rent so paid to it; and
- (c) prescribing the fees which shall be payable in respect of any matter or thing to be done under this Act.

## SCHEDULE

(Section 2)

### COST OF CONSTRUCTION

	<i>Time of Construction</i>	<i>Extent of Increase</i>
Before 1st April, 1953		Increased by 100 <i>per centum</i>
From 1st April, 1953, to 31st March, 1954 (inclusive)		Increased by 75 <i>per centum</i>
From 1st April, 1954, to 31st March, 1958 (inclusive)		Increased by 50 <i>per centum</i>
From 1st April, 1958, to 31st March, 1963 (inclusive)		Increased by 75 <i>per centum</i>
From 1st April, 1963, to 31st March, 1965 (inclusive)		Increased by 100 <i>per centum</i>
From 1st April, 1965, to 31st March, 1966 (inclusive)		Increased by 66 <sup>2</sup> <sub>3</sub> <i>per centum</i>
From 1st April, 1966, to 31st March, 1967 (inclusive)		Increased by 33 <sup>1</sup> <sub>3</sub> <i>per centum</i>
After 31st March, 1967		Nil

## SUBSIDIARY LEGISLATION

RENT

CAP. 206

**SECTION 19-THE RENT REGULATIONS**  
*Regulations by the Minister*

Statutory Instrument  
85 of 1972

- |    |  |                           |
|----|--|---------------------------|
| 1. | These Regulations may be cited as the Rent Regulations.                | Title                     |
| 2. | Every rent book shall contain the particulars set out in the Schedule. | Particulars in a rentbook |

**SCHEDULE**

*(Regulation 2)*

THE RENT ACT

ENTRIES IN A RENT BOOK

1. Address and details of the premises.
2. Name and address of landlord.
3. Name and address of agent (if any).
4. Name and address of tenant.
5. The standard rent is ..... per month.
6. The rent payable under the tenancy is ..... per month (if different from standard rent).
7. Date and amount of each payment in respect of rent.
8. Signature of the landlord or his agent (if any) against each entry; in the rent book.

**SECTION 32-THE RENT RULES**  
*Rules by the Chief Justice*

Statutory Instrument  
30 of 1973  
Act No. 13 of 1994

- |    |  |                                |
|----|--|--------------------------------|
| 1. | These Rules may be cited as the Rent Rules.  | Title                          |
| 2. | In these Rules, unless the context otherwise requires-<br><br>"the Act" means the Rent Act.  | Interpretation<br><br>Cap. 206 |
| 3. | A complaint or application to the court under the Act shall be commenced by an originating notice of motion. Evidence in support thereof may be on affidavit or <i>viva voce</i> . | Commencement of proceedings    |

4. Upon a complaint made under section *five* of the Act there shall be paid a fee of 50 fee units where the complaint is made to the High Court and of 20 fee units where the complaint is made to a Subordinate Court. Fees to be paid upon complaint to the court

*(As amended by Act No. 13 of 1994)*

5. Upon any application to a court under the Act there shall be paid in respect of the filing of such application a fee of 50 fee units where the application is made to the High Court and 20 fee units where the application is made to a Subordinate Court. Fees to be paid upon application to the court

*(As amended by Act No. 13 of 1994)*

6. Where a court under section *twenty-nine* of the Act authorises any person to inspect on its behalf any dwelling house, the court may fix a fee for such inspection not exceeding 500 fee units. Such fee shall be payable in the first instance by the complainant or applicant and shall be part of the costs in the cause. Fees and inspection of dwelling house

*(As amended by Act No. 13 of 1994)*

7. (1) Where a tenant elects to pay to the court rent due to his landlord, such payment shall be made at the time and in the amount such rent was due to be paid to the landlord. Notice in writing of the election to make such payment, specifying the cause of action in respect of which payment is made, shall be lodged in court with the first payment into court. A copy of such notice shall be served upon the landlord. Payment of rent into court

(2) A landlord may claim rent paid to the court by his tenant either personally or by an agent with authority in writing signed by the landlord, or where the landlord is a corporation, signed by the secretary or a principal officer of the corporation.

(3) Rent paid into court under the Act may be claimed by the landlord within one year of the date of payment into court. Rent unclaimed within the aforesaid period of one year shall be disposed of in pursuance of an order of the court or a Judge and such order shall direct that such rent be paid into the general revenues of the Republic.

(4) A court may deduct  $2\frac{1}{2}$  per centum commission on rent paid into court by

a tenant.