LANDLORD AND TENANT ACT

Act 6 of 1999 – 15 August 1999

Amended 21/09 (cio 1/1/10); 26/13 (cio 21/12/13); 22/17 (cio 23/12/17); 1/2020 (cio 23/3/2020); 16/2020 (19/12/2020); 15/21 (cio 5/8/21); GN 328/21 (cio 1/1/22); 1/22 (cio 30/3/22); 12/23 (cio 16/1/23);

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LANDLORD AND TENANT ACT

PART I – INTRODUCTORY

1. Short title

This Act may be cited as the Landlord and Tenant Act.

2. Interpretation

In this Act –

"bank" has the same meaning as in the Banking Act;

"business premises" means premises primarily intended for use for business, commercial, industrial, office or professional purposes;

"Court" means the District Court exercising jurisdiction in the district or other area where the relevant premises are situated;

"dwelling house" –

(a) means premises primarily intended for use as a dwelling house notwithstanding that part of them are used for another purpose; and

(b) includes a part of a house let as a separate dwelling;

"fair rent" has the meaning assigned to it in section 6;

"industrial premises" means premises which are primarily intended for use for industrial purposes of manufacture or service;

"landlord" means the person who receives, or is entitled to receive, rent in respect of any premises;

"letting" and "subletting" include the using and occupying of premises;

"market rent" means the rent which a willing landlord might reasonably expect to receive if the premises were put up for letting in the open market;

"member of a family", in relation to a landlord who is a natural person, means a relative by blood or marriage who would, if he were in need, be entitled to maintenance from the landlord;

"Minister" means the Minister to whom responsibility for the subject of housing is assigned;

"possession order" means an order made by the Court for the recovery of possession of, or the ejectment of a tenant from, any premises;

"premises" –

(a) means any premises to which this Act applies and the curtilage thereof; and

(b) includes –

(i) a dwelling house;

(ii) a place of worship; and

(iii) premises primarily intended for use, on a non-profit making basis, for cultural, social or sports purposes;

"previous letting" means the letting to a tenant, before 15 August 1999, of –

(a) a dwelling house;

(b) a place of worship; or

(c) premises primarily intended for use, on a non-profit making basis, for cultural, social or sports purposes;

"Registrar" means the person designated as such pursuant to section 10 (6);

"related corporation", in relation to a landlord that is a body corporate, has the same meaning as in section 2 (7) of the Companies Act 1984;

"rent" means the amount paid, received or due on a monthly basis, or for such other period as may be agreed upon by the landlord and the tenant, in consideration of the letting of any premises;

"rent book" means a document issued pursuant to section 5;

"tenancy" includes use and occupation;

"tenant" includes, where the person referred to in paragraph (a) or (b) is able and willing to occupy the premises for the same purpose for which they were occupied by the tenant before his death –

(a) the surviving spouse, if any, who was occupying the premises with the tenant at the time of the latter's death; or

(b) where there is no surviving spouse, such member of the tenant's family who was so occupying the premises as may, in default of agreement between the relevant parties, be determined by the Court;

"value" means the amount which any premises, if sold in the open market by a willing seller, might reasonably be expected to fetch.

[S. 2 amended by s. 3 of Act 5 of 2005 w.e.f. 30 May 2005; s. 3 of Act 16 of 2020 w.e.f. 19 December 2020.]

PART II – APPLICATION OF ACT

3. Premises to which the Act applies

(1) Subject to this section, this Act shall apply to any premises.

(2) This Act shall not apply to –

(a) premises *bona fide* let at a rent which includes payment in respect of furniture or of board and attendance, or of equipment;

(aa) business premises let after 1 July 2005;

(ab) business premises, where they were let on or before 1 July 2005, after 30 June 2022;

[Amended 21/09 (cio 1/1/10); 22/17 (cio 23/12/17); 16/2020 (19/12/2020); GN 328/21 (cio 1/1/22); 1/22 (cio 30/3/22).]

(b) a dwelling house occupied by a person in the employment of the landlord or a member of his family or, where the landlord is a body corporate, of a related corporation, and put at his disposal rent free as part of his conditions of service; or

(c) the letting of a dwelling house which is included in the *bona*

fide letting, for agricultural purposes, of the property of which the dwelling house is part.

(2A) (a) Notwithstanding this Act, any other enactment or any other agreement, and subject to paragraph (b), non-payment of rent in respect of premises for the months of March 2020, April 2020, May 2020, June 2020, July 2020, August 2020 and such other subsequent month as may be prescribed shall not constitute a breach of a tenancy agreement, provided that the rent for the months of March 2020, April 2020, May 2020, June 2020, July 2020, August 2020 and such other subsequent month as may be prescribed is fully paid, in instalments, by 31 December 2021 or such other date as may be prescribed.

(aa) Notwithstanding this Act, any other enactment or any other agreement, and subject to paragraph (b), non-payment of rent in respect of premises for the months of March 2021, April 2021, May 2021, June 2021, July 2021, August 2021 and such other subsequent month for the year 2021 as may be prescribed shall not constitute a breach of a tenancy agreement, provided that the rent for the months of March 2021, April 2021, May 2021, June 2021, July 2021, August 2021 and such other subsequent month as may be prescribed for the year 2021 is paid in half by end of 31 December 2021 and the remaining amount paid, in 12 equal monthly instalments, from 31 January 2022 to 31 December 2022, or such other later date as may be prescribed.

[Inserted 15/21 (cio 5/8/21).]

(b) Paragraphs (a) and (aa) shall apply to all premises, whether business or residential premises, let under this Act or under any other enactment.

[Inserted 1/2020 (cio 23/3/2020; amended 15/21 (cio 5/8/21).]

(3) The Minister may, by regulations, provide that this Act shall not apply to such category of premises as may be specified in the regulations.

[S. 3 amended by s. 4 of Act 5 of 2005 w.e.f. 30 May 2005; s. 3 of Act 21 of 2009 w.e.f. 1 January 2009; s. 3 of Act 22 of 2017 w.e.f. 23 December 2017; s. 30(a) of Act 1 of 2020 w.e.f. 23 March 2020; s. 4 of Act 16 of 2020 w.e.f. 19 December 2020; s. 45 of Act 15 of 2021 w.e.f. 5 August 2021.]

4. Written tenancy agreements

(1) Subject to subsections (2) to (6), nothing in this Act shall prevent the landlord and a tenant from entering into a written agreement regarding any matter provided for in this Act, and any rent so agreed shall be deemed to be the fair rent of the premises.

(2) Notwithstanding an agreement entered into pursuant to subsection (1), every landlord shall comply with section 5.

(3) Notwithstanding an agreement entered into pursuant to

subsection (1), every tenant shall comply with section 28 (1) (a).

(4) Subject to subsection (5), an agreement entered into pursuant to subsection (1) shall not be reviewed, maintained, varied or set aside by the Court under Part III until the lapse of 3 years from the date of the agreement.
[Amended 16/2020 (cio 19/12/2020).]

(5) Where the Court is satisfied that any of the circumstances referred to in section 12 apply to any such agreement as they would apply to a hearing before, or a determination of, the Court, it may exercise any of the powers specified in subsection (4) before the lapse of the said period of 3 years.
[Amended 16/2020 (cio 19/12/2020).]

(6) Notwithstanding an agreement entered into pursuant to subsection (1), the Court may entertain a plaint in the exercise of its jurisdiction under Part IV.

[S. 4 amended by s. 5 of Act 16 of 2020 w.e.f. 19 December 2020.]

PART III – RENT CONTROL

5. Rent book

(1) Except where a tenant has made effective arrangements to pay the rent by a standing order addressed to a bank, every landlord shall –

(a) provide to his tenant, against written receipt, a rent book for use in respect of the premises let to him; and

(b) by himself or through his agent –

(i) record in the rent book every payment made by the tenant in respect of rent; and

(ii) affix a signature or, where the landlord is a body corporate, its seal together with an authorised signature, by the side of every payment recorded under subparagraph (i).

(2) The landlord shall ensure that every rent book issued by him –

(a) contains on its outside or inside cover, the particulars in the form set out in the First Schedule;

(b) is kept up to date in respect of each of those particulars;

(c) is renewed whenever necessary.

6. Fair rent

Subject to section 31 (4), the fair rent of any premises shall, until and unless it is varied by an increase which is permitted in accordance with section 9 or by a determination of the Court, be –

[Amended 16/2020 (cio 19/12/2020).]

(a) in the case of any premises that were let on or before 15 August 1999, the amount which was lawfully due, or actually paid, as rent at that date, whichever is the higher; and

(b) in the case of any premises that were let after 15 August 1999, such amount as may be –

(i) agreed between the landlord and the tenant pursuant to section 4 (1); or

(ii) in default of, or notwithstanding any such agreement, fixed by a determination of the Court.

[Amended 16/2020 (cio 19/12/2020).]

[S. 6 amended by s. 6 of Act 19 of 2020 w.e.f. 19 December 2020.]

7. Excessive claims of rent

(1) A landlord, or any other person acting on his behalf, shall not increase, request, receive or recover from a tenant, any rent in excess of the fair rent of the premises.

(2) Where a tenant has paid to the landlord, or to any other person acting on his behalf, any amount as rent which is in excess of the fair rent, he may –

(a) recover that amount from the landlord; or

(b) deduct that amount from any rent for an ensuing period of tenancy.

8. Transfer of burden or liability

(1) Any transfer to a tenant of a burden or liability previously borne by the landlord shall be treated as an alteration of the rent and where, as a result of the transfer, the terms on which the premises are held are on the whole less favourable to the tenant than the previous terms, the rent shall be deemed to be increased, whether or not the amount payable as rent is increased.

(2) Any increase of the rent payable for any premises in respect of a

transfer to the landlord of a burden or liability previously borne by the tenant shall not be deemed to be an increase in rent where, as a result of the transfer, the terms on which the premises are held are on the whole not less favourable to the tenant than the previous terms.

9. Permitted increases of rent

(1) A landlord may increase the rent of any premises by an amount representing any increase in the taxes, rates or service charges payable by him in respect of the premises.

(2) The landlord of any premises which are the subject of a previous letting to a tenant may increase the rent payable by that tenant where he has incurred expenditure on any restoration, improvement or structural alteration of the premises, other than expenditure on decoration or minor repairs.

(3) The amount of the increase permitted under subsection (2) shall be calculated at a rate per annum not exceeding 12 per cent of the expenditure incurred.

(4) Where any business premises were let to a tenant on or before 1 July 2005, the landlord shall be entitled to and may increase the rent payable by an amount determined in accordance with the Second Schedule.
[Amended 21/09 (cio 1/1/10).]

(5) Notwithstanding subsection (4), where the landlord and the tenant have, before 1 July 2005, agreed to increase the rent by an amount which is higher than the amount of increase determined in accordance with subsection (4), the tenant shall pay the rent as agreed.

(6) – (8) –

(9) The landlord of any premises that are let to a tenant after 15 August 1999, may increase the rent payable by that tenant where he has incurred expenditure on any restoration, improvement or structural alteration of the premises, other than expenditure on decoration or minor repairs.

(10) The increase permitted under subsection (9) shall be an amount representing the amortisation, over a period of 5 years, of the expenditure incurred, with interest at not less than the prevailing Key rate determined by the Bank of Mauritius.

[S. 9 amended by s. 5 of Act 5 of 2005 w.e.f. 30 May 2005; s. 12 of Act 26 of 2013 w.e.f. 21 December 2013; s.4 of Act 21 of 2009 w.e.f. 1 January 2010; s. 43 of Act 12 of 2023 w.e.f. 16 January 2023.]

10. Determination of rent

(1) The Court shall, on an application made to it by a landlord or tenant on or after 1 January 2021 –

(a) determine the fair rent of any premises let after 15 August 1999 or the market rent of business premises let on or before 1 July 2005;

(b) subject to section 12, review, maintain, vary or set aside any determination made under paragraph (a); and

(c) subject to section 4, review, maintain, vary or set aside any agreement referred to in that section in so far as it relates to any matter provided for in this Part.

(2) The Court may, for the purposes of making a determination under subsection (1), hold that any expenditure referred to in section 9(2) or (9) was incurred unnecessarily.

(3) The Court may, where it thinks fit –

(a) apportion the fair rent of any premises among 2 or more tenants;

(b) order that the rent of any premises, other than business premises, shall gradually increase over a period not exceeding 48 months from the date of its determination in order not to cause excessive hardship to the tenant.

(4) Notwithstanding the lodging of an application before the Court, the tenant shall pay the rent claimed by the landlord.

(5) The Court may, on making a determination, order that any amount in excess of the fair rent paid by a tenant shall be –

(a) refunded to him by the landlord; or

(b) applied in satisfaction of rent payable in the future at such rate and over such period as it thinks fit.

[S. 10 inserted by s. 6(c) of Act 16 of 2020 w.e.f. 19 December 2020.]

11. Principles applicable to determine fair rent

The Court shall, for the purpose of determining the fair rent of any premises, take into account all the circumstances of the case, including –

(a) their location;

(b) the age, quality, character and type of the premises;

(c) their state of repair;

(d) any improvement made to the premises at the expense of the tenant with the landlord's consent;

(e) a reasonable return to the landlord on the value of the premises; and

(f) the market rent of similar premises in the neighbourhood.

[S. 11 inserted by s. 6(c) of Act 16 of 2020 w.e.f. 19 December 2020.]

12. Review by Court of its determination

The Court shall not review a determination made by it until the lapse of 3 years from the date it was made unless –

(a) the circumstances affecting the determination of the fair rent of the premises or of the market rent of the business premises have materially altered since it was made;

(b) the determination was made as a consequence of any fraud, misrepresentation or error;

(c) fresh material evidence, which could not by reasonable diligence have been made available at the hearing, becomes available;

(d) the determination was made in the absence of an interested party whose absence was not due to any fault or neglect of his; or

(e) in the opinion of the Court, substantial injustice has been occasioned by the determination.

[S. 12 inserted by s. 6(c) of Act 16 of 2020 w.e.f. 19 December 2020.]

13. –
[R 16/2020 (cio 19/12/2020).]

14. –
[R 16/2020 (cio 19/12/2020).]

15. –

[R 16/2020 (cio 19/12/2020).]

PART IV – POSSESSION OF TENEMENT AND REPAIRS

16. Restriction on right to possession

(1) No possession order shall be made or given by a Court except under sections 17 to 26.

(2) Notwithstanding subsection (1) and sections 17 to 26 (1) (a), no order shall be made under subsection (1) unless the Court considers it reasonable to make the order for the recovery of possession.

(3) Subsection (2) shall not apply to an order made under section 26 (1) (b).

17. Breach of obligation

(1) The Court may make an order under section 16 where any rent lawfully due from the tenant has not been paid, or any other obligation of the tenancy, whether under the contract of tenancy or under this Act, has been broken or has not been performed by the tenant.

[Amended 1/2020 (cio 23/3/2020).]

(2) Notwithstanding subsection (1), and any other enactment, a Court shall not make an order under section 16 or under any other enactment where rent has not been paid by a tenant for the months of March 2020, April 2020, May 2020, June 2020, July 2020, August 2020 and such other subsequent month as may be prescribed, provided that the rent for the months of March 2020, April 2020, May 2020, June 2020, July 2020, August 2020 and such other subsequent month as may be prescribed is fully paid, in instalments, by 31 December 2021 or such other date as may be prescribed.

[Added 1/2020 (cio 23/3/2020).]

(3) Notwithstanding subsection (1), the Court shall not make an order under section 16 where rent has not been paid by a tenant for the months of March 2021, April 2021, May 2021, June 2021, July 2021, August 2021and such other subsequent month for the year 2021 as may be prescribed, provided that the rent for the months of March 2021, April 2021, May 2021, June 2021, July 2021, August 2021 and such other subsequent month for the year 2021 as may be prescribed is paid in half by end of 31 December 2021 and the remaining amount paid, in 12 equal monthly instalments, from 31 January 2022 to 31 December 2022, or such other later date as may be prescribed.

[Added 15/21 (cio 5/8/21).]

[S. 17 amended by s. 30(b) of Act 1 of 2020 w.e.f. 23/3/2020; s. 45 of Act 15 of 2021 w.e.f. 5 August 2021.]

18. Nuisance

The Court may make an order under section 16 where the tenant, or any person residing or lodging with him or in his employment has been –

(a) guilty of conduct which is a nuisance or annoyance to adjoining occupiers; or

(b) the subject of a final conviction for an offence of using, causing or permitting the premises to be used for an unlawful or immoral purpose.

19. Deterioration of premises

The Court may make an order under section 16 where the condition of the premises has, in the opinion of the Court, deteriorated owing to an act of waste by, or through the neglect or default of, the tenant or any person residing or lodging with him or in his employment.

20. Notice to quit

The Court may make an order under section 16 when the tenant has given written notice to quit and as a consequence, the landlord has –

(a) contracted to sell or let the premises; or

(b) taken any other step as a result of which he would be seriously prejudiced if he could not obtain possession of the premises.

21. Subletting and assignment

The Court may make an order under section 16 where –

(a) the tenant has sublet the whole of the premises or part of it; or

(b) the tenant has assigned the tenancy in whole or in part,

without the written consent of the landlord.

22. Overcrowding

The Court may make an order under section 16 where, in the case of a dwelling house, the premises are so overcrowded as to be dangerous or injurious to the persons residing in the premises.

23. Termination of employment

The Court may make an order under section 16 where –

(a) the tenant was in the employment –

(i) of the landlord;

(ii) of a member of his family; or

(iii) where the landlord is a body corporate, of a related corporation;

(b) the dwelling house in question was made available to the tenant in consideration of such employment; and

(c) the tenant has ceased to be in the employment of the landlord or the aforesaid person or corporation.

24. Personal use and occupation

(1) Subject to subsection (2), the Court may make an order under section 16 where the premises are reasonably required by the landlord for occupation or use by –

(a) himself;

(b) his family;

(c) one of the co-owners, where such premises are owned by more than one person; or

(d) where the landlord is a body corporate, a related corporation.

(2) Where the Court is satisfied that having regard to all the circumstances of the case, including the question whether other premises are available for occupation and use by the landlord or the tenant, greater hardship would be caused to the tenant by granting the order than to the landlord by refusing to grant it, the Court shall not make an order under subsection (1).

(3) Where the Court grants an order for possession under subsection (1), the Court may, in the light of all the circumstances of the case, order the landlord to pay to the tenant in question adequate compensation for any prejudice thereby suffered by him.

(4) The Court may, where it orders the landlord to pay compensation

under subsection (3), direct that the tenant shall vacate the premises, pending payment of the compensation, on such terms and conditions as it thinks fit, including –

(a) the immediate payment of part of the compensation; or

(b) the provision by the landlord of adequate security to guarantee payment of the compensation.

(5) In determining the amount of compensation payable under subsection (3), the Court shall have regard to –

(a) any loss sustained by the tenant; and

(b) the measures, if any, taken by the tenant to mitigate that loss.

25. Premises in dilapidated conditions

The Court may make an order under section 16 where the premises are in such a dilapidated condition that the repairs required to render it in a tenantable condition cannot be effected without the tenant vacating them.

26. Scheme of reconstruction

(1) Subject to subsection (2), the Court may make an order under section 16 where –

(a) the premises are *bona fide* required for a scheme of reconstruction or improvement which appears to the Court to be desirable having regard to all the circumstances; or

(b) the Court is satisfied that –

(i) the premises are *bona fide* required for the purposes of a scheme of reconstruction, conversion into business premises or improvement; and

(ii) the landlord has agreed to pay –

(A) such compensation as may be agreed in writing with the tenant; or

(B) in the absence of any agreement, such compensation as may be determined by the Court.

(2) Subsection (1) (a) shall not apply to a previous letting.

(3) The Court may under subsection (1) (b) order a tenant to quit, leave and vacate the premises pending the determination and/or payment of the compensation payable under subsection (1) (b) on such terms and conditions as the Court may decide, including –

(a) the payment of such part of the compensation as the Court may decide; and

(b) the provision of adequate security to satisfy payment of the compensation.

(4) In determining the amount of compensation payable under subsection (1) (b), the Court shall have regard to –

(a) any loss actually sustained by the tenant; and

(b) the measures, if any, taken by the tenant to mitigate that loss.

[S. 26 amended by s. 9 of Act 5 of 2005 w.e.f. 30 May 2005.]

27. Additional powers of Court

(1) Where an application is made under section 16 for a possession order, the Court may adjourn the application for such period as it thinks fit, and subject to such conditions, if any, with regard to payment by the tenant of arrears of rent or rent and otherwise as the Court thinks fit, and if such conditions are complied with, the Court may refuse the application.

(2) The Court may refuse to grant an application for a possession order under section 18, 19 or 22 where it is satisfied that –

(a) the act, omission or state of things complained of was due to the presence of a lodger in the premises; and

(b) the tenant has taken steps to ensure the removal of the lodger therefrom.

28. Prohibition on subletting and assignment

(1) Notwithstanding any agreement or any other enactment, no tenant shall –

(a) sublet any premises; or

(b) assign any tenancy thereof,

without the landlord's consent.

(2) Any agreement by virtue of which a subletting or assignment is effected in breach of subsection (1) shall be void and of no effect.

29. Order obtained in bad faith

Where the landlord has obtained a possession order and it is subsequently made to appear to the Court that –

(a) the order was obtained by misrepresentation or the concealment of a material fact;

(b) in the case of a possession order under section 26, the landlord has –

(i) failed to implement the scheme of reconstruction, conversion into business premises or improvement;

(ii) implemented the scheme in a manner prejudicial to the rights of the former tenant; or

(iii) failed to pay the compensation he agreed or was ordered to pay,

the Court may, on the application of the former tenant, order the landlord to pay to him damages which shall not exceed one million rupees.

[S. 29 amended by s. 10 of Act 5 of 2005 w.e.f. 30 May 2005.]

30. Premises vacated on ground of destruction or serious damage

(1) Subject to subsection (2), where any premises have been vacated by a tenant because they were –

(a) completely destroyed or damaged beyond repair;

(b) pulled down by a lawful order issued by a sanitary, building or other authority; or

(c) the subject of a possession order issued pursuant to –

(i) section 25; or

(ii) section 26 (1) (a),

and the premises have been reconstructed or, as the case may be, the necessary

repairs have been effected so that they are once more in a tenantable condition, the landlord, or anyone in his rights, shall, before letting them to any other person, and not later than 30 days after the completion of the construction or repairs, inform the former tenant of that fact by causing a notice in the form set out in the Third Schedule to be served on him by an usher.

(2) Subsection (1) shall not apply to any premises referred to in subsection (1) (c) (ii), where their destination before the implementation of the scheme of reconstruction or improvement has materially altered as a result of the implementation.

(3) Where a tenant has been served with a notice under subsection (1), he shall, if he is willing to resume occupation of the premises –

(a) so inform the landlord in writing within 10 days from the date on which he received the notice; and

(b) thereby indicate to the landlord whether he agrees to the rent specified in the notice or intends to apply to the Court to fix the fair rent.

[Amended 16/2020 (cio 19/12/2020).]

(4) Where the tenant informs the landlord, pursuant to subsection (3), that he is willing to resume occupation of the premises, he shall, unless another date is agreed upon in writing, be deemed to have let the premises from the first day of the second month following that during which the notice under subsection (1) was served.

(5) Where the tenant fails to inform the landlord of his intention in accordance with subsection (3), the landlord shall be entitled to let the premises to any other person.

(6) Where a landlord has let any premises without complying with an obligation imposed upon him by subsection (1), the Court may, on the application of the former tenant, order the landlord to pay to the former tenant damages which shall not exceed one million rupees.

[S. 30 amended by s. 7 of Act 16 of 2020 w.e.f. 19 December 2020.]

31. Complaint for disrepair

(1) A tenant of any premises may apply to the Court for a declaration that the premises are not in all respects reasonably fit for use or occupation or are otherwise not in a reasonable state of repairs.

(2) The Court, on being satisfied that –

(a) a complaint under subsection (1) is established;

(b) the tenant is not under any express or other lawful liability for the repairs requested; and

(c) the condition of the premises is not due to any default, neglect or breach of the tenancy agreement by the tenant or any person residing or lodging with him or in his employment,

may, subject to subsection (3), order the landlord to effect the necessary repairs within such period as the Court may determine.

(3) Before making an order under subsection (2), the Court shall take into account the nature and extent of the repairs to be effected and all the other circumstances, including the financial situation of the landlord, with due regard for the availability of loans to finance the repairs, of labour and of materials.

(4) Where the Court makes an order under subsection (2), it may reduce the rent payable for the premises by such amount as it thinks fit until such time as it is satisfied that the order has been complied with.

(5) Any rent fixed pursuant to subsection (4) shall, for its duration, be deemed to be the fair rent of the premises.

32. –
[R 16/2020 (cio 19/12/2020).]

[S. 32 repealed by s. 8 of Act 16 of 2020 w.e.f. 19 December 2020.]

PART V – MISCELLANEOUS

32. Jurisdiction and powers of Court

(1) The Court shall, notwithstanding any other enactment, have exclusive jurisdiction to hear and determine any matter arising out of, or brought under Parts III and IV and in, the exercise of that jurisdiction, shall exercise all the powers which the Court has in civil proceedings.

(2) Except where, in the opinion of the Court, a plaint is frivolous, no costs shall be allowed in any proceedings other than proceedings on a plaint which includes a claim for unpaid rent.

(3) Notwithstanding any other enactment, every document made use of or produced before the Court, in the exercise of its jurisdiction under this section, shall be exempted from the payment of any registration duty or any other fee.

[S. 32 inserted by s. 8 of Act 16 of 2020 w.e.f. 19 December 2020.]

32A. Appeals from Court

(1) Any person aggrieved by a determination of the Court under Part III may, not later than 21 days of the date of the determination, appeal therefrom on a point of law to the Supreme Court.

(2) Any person aggrieved by the decision of the Court under Part IV may appeal therefrom to the Supreme Court in accordance with the District and Intermediate Courts (Civil Jurisdiction) Act.

[S. 32A inserted by s. 8 of Act 16 of 2020 w.e.f. 19 December 2020.]

33. Offences

(1) Any person who –

(a) fails to comply with an order of the Court;

(b) in any manner contravenes this Act,

shall commit an offence and shall, on conviction, be liable to a fine not exceeding 100,000 rupees and to imprisonment for a term not exceeding 2 years.
[RR 16/2020 (cio 19/12/2020).]

(2) A District Magistrate shall, notwithstanding any other enactment, have jurisdiction to hear proceedings for an offence under subsection (1) and to inflict the penalty laid down in that subsection.

[S. 33 amended by s. 9© of Act 16 of 2020 w.e.f. 19 December 2020).]

34. Regulations

(1) The Minister may, for the purposes of this Act, make such regulations as he thinks fit.

(2) Any regulations made under subsection (1) may provide for the amendment of the Schedules and for the levying of charges and the payment of fees.
[Amended 21/09 (cio 1/1/10).]

[S. 34 amended by s. 6 of Act 21 of 2009 w.e.f. 1 January 2010.]

34A. Transitional provisions and savings

(1) (a) This subsection shall apply as if Sub-part B of Part III has not

been repealed.

(b) The Fair Rent Tribunal shall not entertain any application made under the repealed section 11 made on or after 1 January 2021 by a landlord or tenant.

(c) Any application made under the repealed section 11 before 1 January 2021 by a landlord or tenant shall be dealt with, and determined, by the Fair Rent Tribunal not later than 30 June 2021 or, in exceptional or unforeseen circumstances, not later than such later date as may be prescribed.

(2) Where, prior to 1 July 2021 or not later than such later date as may be prescribed under subsection (1)(c), the Fair Rent Tribunal has made a determination under the repealed Sub-part B of Part III, the Court shall, in the circumstances provided for under the repealed section 14, review the determination made by the Tribunal until the lapse of 3 years from the date it was made by the Tribunal.

[S. 34 A inserted by s. 9 of Act 16 of 2020 w.e.f. 19 December 2020.]

35. – **38.** –

FIRST SCHEDULE

[Section 5]

Address of premises .....

Description of premises .....
.....

Rent paid per month*: Rs .....

The rent includes Rs ..... for .....

Name and full address of landlord .....

.....

Name and address of other person, if any, entitled to collect rent
.....

Name of tenant .....

*Correct if rent period is different.

[First Sch. amended by s. 10 of Act 16 of 2020 w.e.f. 19 December 2020.]

SECOND SCHEDULE

[Section 9 (4)]

FORMULA TO DETERMINE INCREASE OF RENT

1. In paragraph 2 –

"A" means –

(a) the market rent of the business premises as agreed upon by the landlord and the tenant; or

(b) where no such agreement has been reached, the market rent as determined by the Court; and

[Amended 16/2020 (cio 19/12/2020).]

"B" means the rent payable immediately before the agreement on, or the determination of, the market rent, as the case may be.

2. The rent payable for any business premises let on or before 1 January 2005 may be increased by an amount equivalent to 10% x A – B)

(a) where the rent has, pursuant to section 9(4), been increased before 1 January 2010, at the end of completed 12 months from the date of the last increase; or

(b) where nom such increase has been effected, on the first day of the month which follows the date of an agreement on, or a determination of, the market rent,

at the end of every subsequent completed period of 12 months.

[Second Sch. amended by s. 11 of Act 5 of 2005 w.e.f. 30 May 2005; repealed and replaced by s. 6 of Act 21 of 2009 w.e.f. 1 January 2010; s. 11 of Act 16 of 2929 w.e.f. 19 December 2020.]

THIRD SCHEDULE

[Section 30]

NOTICE TO A TENANT TO RESUME OCCUPATION

To .....
.....
.....

Take notice that the premises situate at ..... and which were vacated by you are now again in a tenantable condition. You are hereby required to inform me in writing within 10 days from the date on which this notice is served on you whether you are willing to resume occupation at a rent of..... rupees per month*.

*Correct if rent period is different.

(signed) .....

Name and address of landlord .....

.....

.....