

SPECIAL ISSUE

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REPUBLIC OF KENYA

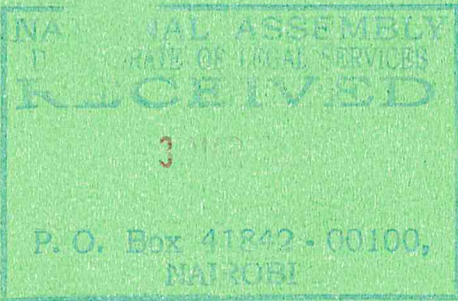
KENYA GAZETTE SUPPLEMENT

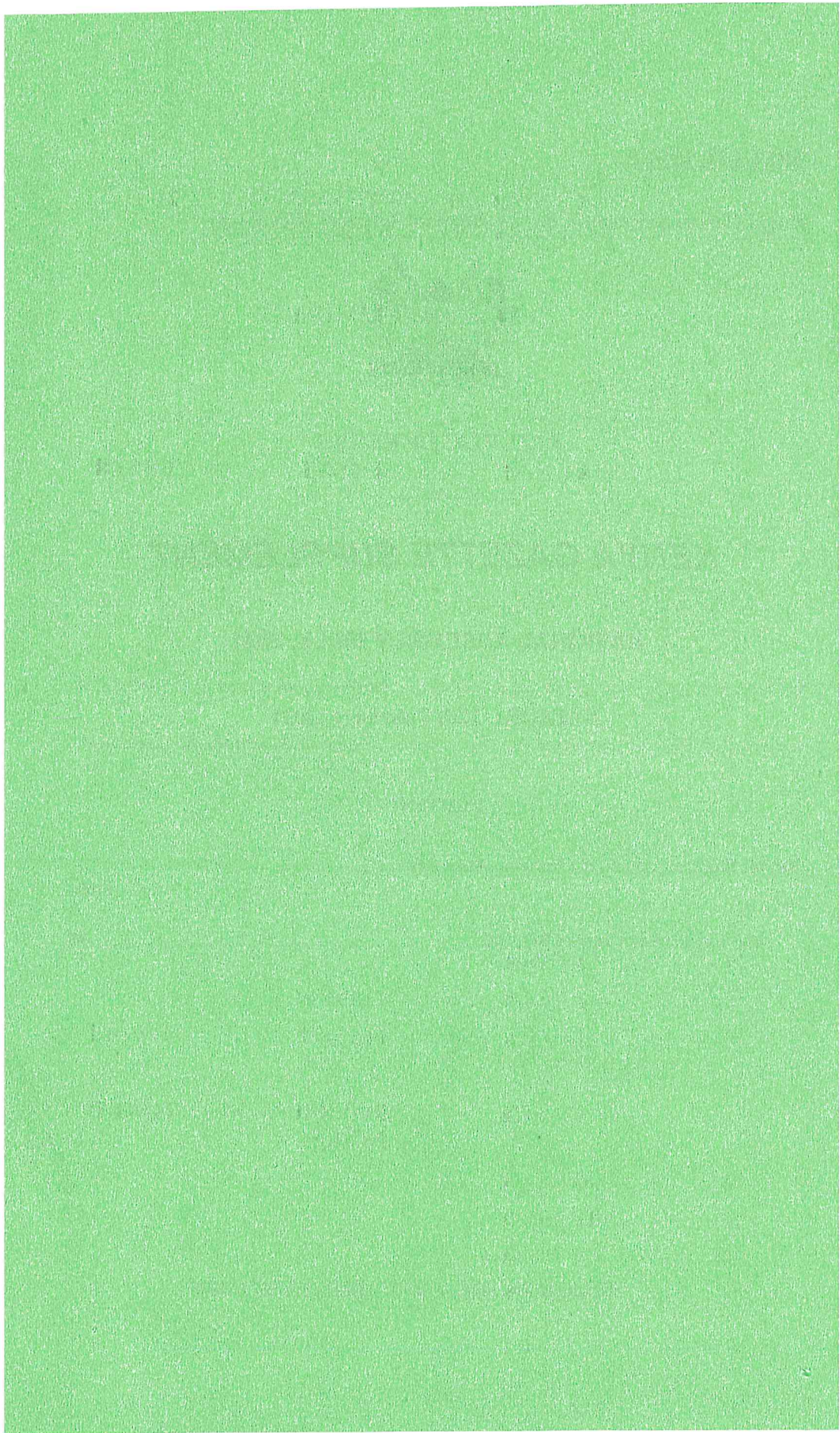
NATIONAL ASSEMBLY BILLS, 2021

NAIROBI, 12th February, 2021

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THE LANDLORD AND TENANT BILL, 2021**A Bill for**

AN ACT of Parliament to consolidate the laws relating to the renting of business and residential premises; to regulate the relationship between the landlord and tenant in order to promote stability in the rental sector; to establish Tribunals; to provide for the adjudication of disputes, and for connected purposes

ENACTED by the Parliament of Kenya, as follows—

PART I—PRELIMINARY

1. This Act may be cited as the Landlord and Tenant Act, 2021.

Short title and commencement.

2.(1) In this Act, unless the context otherwise requires—

Interpretation.

“business premises” means premises occupied wholly or partially for purposes of trade or business for the purpose of rendering services for money or money’s worth;

“Cabinet Secretary” means the Cabinet Secretary for the time being responsible for matters relating to premises to which the Act applies;

“composite tenancy” means a tenancy comprising more than one premises where the tenancy is expressed to be in respect of, or where a single rent is expressed to be payable in respect of, all the premises;

“Chairperson” means the Chairperson of the Tribunal appointed under section 4;

“fair rent” means the rent assessed and determined by the Tribunal on the basis of the going rent for comparable lettings taking into consideration the location, size, age, tenantable quality and outgoings of the subject premises;

“holding” in relation to tenancy, for the purposes of this Act, means the property comprised in the tenancy excluding such part thereof as is not occupied by the tenant, the tenant’s dependant or employees;

“rent inspector” means an officer of the Tribunal appointed under section 14;

“land” means the site of the premises (or a proportionate part of the site where appropriate) and any other land included in the letting;

“landlord” in relation to a tenancy—

- (a) means the person for the time being entitled to the rent and profits of the premises payable under the terms of tenancy and includes an agent, clerk or other person authorised to act on behalf of the landlord; and
- (b) includes the heirs, assigns, personal representatives and successors in title of the landlord.

“let” includes sublet;

“market value” in relation to premises and land means the current value of the premises and the land on the open market;

“market rent” means the rent at which the premises concerned might reasonably be let on the open market, based on the going rent for comparable lettings taking into consideration location, size, age, tenantable condition and outgoings of the subject premises;

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

“premises” means a place of residence or business to which the Act applies;

“reference” means a reference to the Tribunal under section 35;

“rent” includes any sum paid as valuable consideration for the occupation of any premises, and any sum paid as rent or hire for the use of furniture or as a service charge where premises are let furnished or where premises are let and furniture therein is hired by the landlord to the tenant or where premises, furnished or unfurnished are let with services;

“requesting party” means a landlord or tenant of a tenancy by whom a tenancy notice is given;

“receiving party” means a tenant or a landlord of a

tenancy to whom a tenancy notice has been given;

“residential premises” means any premises used or intended for use as living accommodation and includes the site of the house, the garden and other land and buildings let therewith, and not as a separate entity;

“secretary” means the secretary to the Tribunal appointed under section 12;

“service charge” means a charge for any service provided by the landlord and includes a charge for any services provided or paid for by the landlord such as security, conservancy, sanitation and other amenities;

“services” in relation to a tenancy means the use of water, light or power, conservancy, sewerage facilities, sweeper, watchman, telephone or other amenities or facilities available to the tenant, save and except the supplying of means, and the right of access to any place or accommodation accorded to the tenant by reason of the tenant’s occupation of the premises comprised in the tenancy, but does not include capital expenditure on maintenance;

“service tenancy”, in relation to a dwelling-house, means a letting by the landlord to an employer who provided premises to an employee in connection with the employee’s employment;

“statutory duties or powers” include any duties or powers imposed or exercised under any order having the force of law in Kenya;

“tenancy” means a relationship created by a lease, agreement or assignment and includes a sub-tenancy but does not include any relationship between a mortgagor and mortgagee;

“tenancy agreement” means a written, oral or implied agreement between a tenant and a landlord for occupancy of a residential or business premises and includes a license to occupy a rental unit;

“tenancy notice” means an express notice in writing given by either party to a tenancy in accordance with the terms of that tenancy or in accordance with the provision of this Act;

“tenant” in relation to a tenancy means the person for the time being entitled to the tenancy whether or not the tenant is in occupation of the holding, and includes the tenant’s family, a sub-tenant and any person from time to time deriving title under the original tenancy;

“Tribunal” means a rent Tribunal established under section

3. (1) This Act applies to—

Application.

(a) all residential premises, other than—

- (i) excepted residential premises;
- (ii) residential premises let on service tenancies; and
- (iii) residential premises whose monthly rent does not exceed such amount as the Cabinet Secretary may prescribe.

(b) a tenancy of a business premise—

- (i) which has not been reduced into writing; or
- (ii) which has been reduced into writing and which—
 - (a) is for a period not exceeding five years;
 - (b) contains a provision for termination otherwise than for breach of a covenant within five years from the commencement thereof; or
 - (c) relates to premises of a class specified under subsection (2).

(2) Where residential premises are let on a composite tenancy each of the resident rented premises in the composite tenancy shall be treated for the purposes of this Act as though it were let on a separate tenancy;

(3) For the purposes of subsection (1) (b) the Cabinet Secretary may, by notice in the Gazette, specify, by reference to rent paid or rateable value entered in a valuation roll under the Valuation for Rating Act, classes of businesses premises tenancies to which this Act shall apply.

PART II—ESTABLISHMENT AND POWERS OF THE TRIBUNALS

4.(1) The Chief Justice shall by notice in the Gazette establish such Tribunals, having jurisdiction in such areas, as the Chief Justice may consider necessary.

Establishment of
Tribunals.

(2) Each Tribunal established under subsection (1) shall consist of the following members, appointed by the Judicial Service Commission—

- (a) a Chairperson who shall be a person qualified to be appointed a judge of the High Court;
- (b) a Deputy Chairperson who shall be a person who has been an advocate of the High Court for a period of at least five years;
- (c) three other members, one of whom shall have expert knowledge of matters relating to the valuation of premises.

(3) The Chairperson, Deputy Chairperson and members of each Tribunal shall serve on a full-time basis.

(4) The Chairperson, Deputy Chairperson and the members of a Tribunal shall hold office for a term of five years and shall be eligible for re-appointment for one further term of five years.

(5) A person shall not qualify for appointment under this section unless the person has met the requirements of Chapter Six of the Constitution.

(6) For the purpose of exercising its functions under this Act, a Tribunal shall be presided over by the Chairperson or a deputy chairperson.

5. A Tribunal shall have all powers generally necessary for the execution of its functions under this Act, and without prejudice to the generality of the foregoing a Tribunal shall have power to—

Powers of a
Tribunal.

- (a) determine, assess or vary the rent payable in respect of any premises and fix the date from which the rent is payable on the application of any person interested;
- (b) apportion—

- (i) payment of rent of premises among tenants sharing occupation thereof;
- (ii) the rent payable in respect of the different premises included in one composite tenancy;
- (c) where the rent chargeable in respect of any premises includes a payment for water, light, conservancy, sweeper, watchman or other service charge in addition to the rent, to fix the amount of service charge;
- (d) where any premises are occupied by tenants who enjoy services in common, such as water, light, conservancy, sweeper or watchman to apportion such charge to each of the tenants;
- (e) to make orders, upon such terms and conditions as it deems fit, for the recovery or possession and for payment of arrears of rent, mesne profits and service charge, which orders may be applicable to any person, whether or not he is a tenant, being at any material time in occupation of the premises comprised in the tenancy;
- (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 the premises;
- (g) where a landlord fails to carry out any repairs for which he is liable, to order the landlord to carry out such repairs within such time as the Tribunal may stipulate, and if the landlord fails to comply with the order and upon application by the tenant, to authorize the tenant to execute the repairs and to deduct the cost thereof from the rent;
- (h) to impose conditions in any order made by the Tribunal under the provisions of this section;
- (i) 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 ejectment 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 7(2) to appeal from any such decision, determination or order, or from the revocation, variation or amendment of any such decision, determination or order;
- (ii) the powers conferred on the Tribunal 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 Tribunal on such an appeal;
- (j) reinstate a wrongfully evicted tenant;
- (k) at any time, of its own motion, or for good cause shown on an application by any landlord or tenant, adjourn an application or stay or suspend execution of any order of the Tribunal, or postpone the date at possession for such period or periods and subject to such conditions with regard to payment by the tenant of arrears of rent or otherwise as the Tribunal thinks fit;
- (l) grant injunctions;
- (m) enforce its own orders and punish for contempt in the same manner as any court of law;
- (n) award compensation for any loss incurred by a tenant on termination of a tenancy in respect of business premises for improvements carried out by the tenant with the consent of the landlord and for loss incurred by the tenant of damage and loss of goods during an illegal eviction;
- (o) award compensation to the landlord for damage to the premises arising from the mindful conduct of the tenant.
- (p) order for refund of deposit or any other sum paid

by a tenant on account of rent being a sum irrecoverable by the landlord under this Act:

Provided that the tenant has restored the premises to the condition in which it was at the time when the tenancy commenced and has paid all the utility bills.

6. A Tribunal shall determine disputes between landlords and tenants.

Jurisdiction of Tribunal.

7. (1) A Tribunal shall determine any dispute before it expeditiously, but in any case shall determine a dispute within a period of three months from the date the dispute is lodged:

Determination of disputes.

Provided that where a determination is not given within three months the Chairperson shall record reasons thereof a copy of which shall be forwarded to the Chief Justice and shall immediately fix a date for determination.

(2) An appeal shall lie from the decision of a Tribunal to the High Court only on points of law.

(3) A Tribunal shall apply the rules of evidence and procedure under the Evidence Act and the Civil Procedure Code with the necessary modifications, while ensuring that its proceedings do not give undue regard to procedural technicalities.

(Cap 80)
(Cap 75).

(4) The procedure for the conduct of the affairs of a Tribunal shall be in accordance with rules made by the Chief Justice.

8. The Judicial Service Commission shall appoint such staff of a Tribunal as are necessary for the proper functioning of the Tribunal.

Staff of Tribunal.

9. (1) The remuneration of the staff of a Tribunal and the expenses of a Tribunal shall be paid out of monies allocated by the National Assembly to the Judiciary Fund.

Expenses of Tribunal.

(2) The Chairperson and members of a Tribunal shall be paid such allowances and be reimbursed such expenses as shall be determined by the Judicial Service Commission on the recommendation of the Salaries and Remuneration Commission.

PART III—ADMINISTRATION OF A TRIBUNAL

10. (1) The Chairperson of a Tribunal shall—

Functions of the
Chairperson.

- (a) be the chief executive officer of the Tribunal and shall be responsible for the administration and management of the Tribunal;
- (b) constitute such panels of the Tribunal as may be necessary for the fair and expeditious disposal of the business of the Tribunal;
- (c) assign duties to the Deputy Chairperson; and
- (d) preside over the Tribunal in matters where there are complex and substantial issues of law and which may be referred to him or her by the Deputy Chairperson.

(2) Notwithstanding any other provision of this Act, the Chairperson of a Tribunal acting alone shall have jurisdiction to deal with all interlocutory applications which are not of such a nature as to effect a decision in any matter which is in issue between parties.

(3) Where the Chairperson of a Tribunal is of the opinion that a question arising in any proceedings before the Tribunal involves a substantial question of law, the Chairperson may, and shall if any party to the proceedings so requests, adjourn the proceedings and refer that question of law to the High Court for a decision thereon, and, upon such decision being given, the Tribunal shall dispose of the proceedings in accordance therewith.

11. The Deputy Chairperson of a Tribunal shall—

Functions of a
Deputy
Chairperson.

- (a) preside over a Tribunal in the absence of the Chairperson; and
- (b) perform such other functions as shall be assigned by the Chairperson.

12. (1) The Judicial Service Commission shall appoint a suitably qualified person to be the secretary to a Tribunal.

Secretary.

(2) A secretary shall be responsible for—

- (a) the establishment and maintenance of the register and registry of the Tribunal;

- (b) supervising the registry of the Tribunal;
- (c) the acceptance, transmission, service and custody of documents in accordance with this Act;
- (d) enforcing the decisions of the Tribunal;
- (e) certifying that any order, direction or decision is an order, direction or decision of the Tribunal, the Chairperson or a member, as the case may be;
- (f) keeping records of the proceedings and minutes of the meetings of the Tribunal and such other records as the Tribunal may direct; and
- (g) performing such other duties as may be assigned by the Chairperson of the Tribunal.

13. The Judicial Service Commission may remove a member of a Tribunal if the member—

Removal of a member of a Tribunal.

- (a) becomes an undischarged bankrupt;
- (b) is convicted of a criminal offence and sentenced to a term of imprisonment;
- (c) is incapacitated by reason of prolonged physical or mental illness from performing the duties of the office;
- (d) violates the Constitution; or
- (e) is otherwise unable or unfit to discharge the functions of the office.

14. (1) A Tribunal shall employ registered valuers, rent inspectors, executive officers, process servers, clerks and such other officers as shall be necessary for the proper functioning of the Tribunal.

Officers of a Tribunal.

(2) A Tribunal may engage persons to provide professional, technical, administrative or other assistance to the Tribunal on such terms and conditions as the Tribunal may, with the approval of the Judicial Service Commission, determine.

15. (1) In addition to any other powers specifically conferred on it by this Act, a Tribunal may investigate any complaint relating to the tenancy of premises made to it by either a tenant or landlord of those premises.

Investigation of complaints by a Tribunal.

(2) A tenant or landlord who files a complaint in a Tribunal shall pay such fee as may be prescribed.

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

(4) Where a complaint has been made against a tenant or a landlord, or against the agent or servant of either of them, or where the Tribunal has taken cognizance of any dispute or of any facts which are likely to lead to a dispute between a landlord and a tenant, the Tribunal may order the parties or the landlord or tenant, as the case may be, to appear before the Tribunal at a specified time and place for the purpose of investigating the complaint or dispute.

(5) Where the Tribunal 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.

16. (1) A person who fails to comply with any lawful order or decision of the Tribunal after the expiration of the time allowed for an appeal, or, if an appeal has been filed, after such order or decision has been upheld, commits an offence and shall, on conviction be liable to a fine not exceeding one hundred thousand shillings or to imprisonment for a term not exceeding twelve months, or to both.

Penalty for failure to comply with a lawful order of a Tribunal.

(2) A witness who—

- (a) fails to attend a Tribunal after having been required to do so;
- (b) refuses to take oath or affirmation before a Tribunal;
- (c) being a public officer refuses to produce any article or document when lawfully required to do so by the Tribunal;
- (d) knowingly gives false evidence or information which is misleading before a Tribunal; or
- (e) at any sitting of the Tribunal, wilfully—

- (i) threatens or ridicules any member or officer of a Tribunal; or
- (ii) interrupts the proceedings or commits any contempt of the Tribunal, commits an offence.

PART IV—GENERAL PROVISIONS RELATING TO TENANCIES

17. (1) The rent payable for any premises shall be determined by mutual agreement of the parties to a tenancy agreement. Fair rent

(2) Where an agreement cannot be reached by the parties at any time during the tenancy, a Tribunal, on reference by either of the parties, shall determine the fair rent of the premises based on comparables of similar lettings.

(3) The comparables of similar lettings to be taken into consideration under subsection (2) shall not be more than two years older than the premises whose rent is under consideration.

(4) Where there are no comparables of similar lettings to be taken into consideration under subsection (3), a Tribunal shall determine fair rent for any premises based on the market rent of the premises.

18. (1) A landlord shall not increase the rent payable by a tenant for rented premises unless the landlord gives the tenant at least ninety days written notice of the intention to do so. Permitted increase of rent.

(2) The notice to be given under subsection (1) shall be in the prescribed form and shall specify the—

- (a) landlord's intention to increase the rent; and
- (b) amount of the new rent.

(3) An increase where a landlord does not give the tenant notice of the increase shall be void.

(4) A landlord may increase rent in accordance with section 18 if the landlord has—

- (a) carried out or undertakes to carry out specified capital expenditure;
- (b) provided or undertakes to provide a new or additional service;

(c) taken into account inflationary trends in the economy; or

(i) where the rates payable by the landlord have increased since the premises were let to the tenant, by the amount of that increase; or

(ii) upon which rates payable by the landlord have become payable since the premises were let to the tenant, by the amount of the rates.

(5) For purposes of this section, a landlord may increase rent if the capital expenditure carried out is necessary to—

(a) protect or restore the physical integrity of the rented premises;

(b) improve or structurally alter the premises, redecorate, repair or improve drainage, sewerage electrical, ventilation or air conditioning system.

(c) install a plumbing, electrical, ventilation or air conditioning system;

(d) provide access to persons with disabilities;

(e) promote energy or water conservation; or

(f) maintain or improve the security of the premises.

(6) An increase based on inflation under subsection (4) (iii) shall be based on the percentage change from year to year in the Consumer Price Index for prices of goods and services as reported monthly by the Kenya National Bureau of Statistics, averaged over the twelve-month period that ends at the end of December of the previous calendar year, rounded to the first decimal point.

19. (1) Where a landlord or a tenant gives notice of termination under this Act, the notice shall be in a prescribed form and shall—

Notice of
termination.

(a) identify the premises for which the notice is given;

(b) state the date on which the tenancy is to terminate;
and

(c) be signed by the person giving the notice, or the person's agent.

(2) If the notice of termination is given by a landlord, it shall also set out the reasons and details relating to the

termination and that—

- (a) if the tenant vacates the premises in accordance with the notice, the tenancy terminates on the date set out in sub section (1)(b); and
- (b) if the tenant does not vacate the premises, the landlord may apply to the Tribunal for an order to terminate the tenancy and to evict the tenant.

20. (1) A landlord who is lawfully entitled to increase the rent charged to a tenant for premises may do so only if at least twelve months, in the case of residential premises and twenty four months, in the case of business premises have elapsed since the date—

Limitation to increase in rent.

- (a) of the last rent increase for that tenant in the rental premises, if there has been a previous increase; or
- (b) the premises were first rented to that tenant.

21. (1) A landlord shall decrease the rent charged to a tenant if the landlord ceases to provide any prescribed service with respect to the tenant's occupancy of the rental premises.

Decrease in services, etc.

(2) A decrease in rent under subsection (1) shall be proportionate to the decrease of the services.

22. A tenant who does not oppose a notice of increase of rent under section 18 after receiving notice of an intended rent increase within thirty days of receiving the notice is deemed to have accepted the rent increase.

Deemed acceptance of increase in rent.

23. If a notice served under section 18 contains any statement or representation which is false or misleading in any material respect, the landlord commits an offence and is liable, upon conviction to a fine not exceeding twenty thousand shillings.

Penalty for false statement in notice.

24. (1) Parties to a tenancy agreement may adopt any form of tenancy agreement upon which they may mutually agree.

Form of Tenancy agreement.

(2) All tenancies shall be subject to the implied terms and conditions set out in the Schedule.

(3) The landlord in a tenancy agreement shall keep a record stating the—

- (a) particulars of the parties to a tenancy;
- (b) premises comprised therein; and
- (c) details of all payments of rent and of all repairs carried out to the premises.

(4) The landlord shall provide a copy of the record kept under subsection (3) to the tenant.

(5) Whenever a landlord appoints an agent for the purpose of effecting transactions relating to a tenancy, the particulars and the scope of such agency shall be in writing and shall be made available to the tenant.

(6) Any agreement relating to a condition in a tenancy is void in so far as it purports to—

- (a) preclude the operation of this Act;
- (b) provide for the termination or surrender of the tenancy in the event of the tenant making an application to the Tribunal under this Act;
- (c) provide for the imposition of any penalty or liability on the tenant on making any such application; or
- (d) terminate a tenancy without notice to either party.

25. (1) A landlord shall be entitled to terminate a tenancy without reference to the Tribunal upon the following grounds that—

Termination of tenancy without reference to Tribunal.

- (a) the landlord has given prior notice of not less than twenty four months in the case of business premises, and not less than twelve months in the case of a residential premises;
- (b) the tenant has sublet the premises without prior written consent of the landlord;
- (c) the tenant has defaulted in the payment of rent for three consecutive months following the last date such rent became due and payable;
- (d) the period of the tenancy has expired; or
- (e) an event upon which the tenancy is expressed to determined has taken place.

(2) In terminating a tenancy under subsection (1), the

landlord shall serve the appropriate notice in the prescribed form and shall file the notice with the Tribunal.

26. (1) A tenant may terminate a tenancy at the end of the period of the tenancy or at the end of the term of a tenancy for a fixed term by giving notice of termination to the landlord in accordance with this Act.

Notice by tenant.

(2) The notice given under subsection (1) shall be given—

- (a) in the case of residential premises, one month before the termination of the tenancy; and
- (b) in the case of business premises, two months before the termination of the tenancy.

27. (1) Where under section 25 a landlord has served a notice of termination of a tenancy on the tenant, the grounds on which the landlord seeks to terminate such tenancy may be as are stated in the notice—

Grounds on which landlord may seek to terminate tenancy.

- (a) where, under the tenancy under which the tenant holds for the time being, the tenant has any obligations in respect of the repair and maintenance of the premises comprised in such tenancy, that the tenancy ought to be terminated in view of the state of repair of the premises, being a state resulting from the tenant's failure to comply with the said obligations;
- (b) that the tenant has defaulted in paying rent for a period of two months after such rent has become due or payable or has persistently delayed in paying rent which has become due or payable;
- (c) that the tenant has committed other substantial breaches of his obligations under the tenancy, or for any other reason connected with the tenant's use or management of the premises comprised in the tenancy;
- (d) that the landlord has offered and is willing to provide or secure the provision of alternative accommodation for the tenant, that the terms on which the alternative accommodation is available are reasonable having regard to the terms of the tenancy and to all other relevant circumstances,

and that the accommodation and time of which it will be available are suitable for the tenant's requirements, and in respect of business premises (including the requirement to preserve goodwill) having regard to the nature and class of the tenants' trade business or enterprise and to the situation and extent of, and the facilities afforded by, the premises comprised in the tenancy;

- (e) that the tenancy was created by the subletting of part only of the premises comprised in a superior tenancy of which the landlord is the owner of an interest in reversion expectant on the termination of that superior tenancy, and that the aggregate of the rents reasonably obtainable on a letting of such premises as a whole and that on the termination of the tenancy the landlord requires possession of such premises as a whole for the purpose of letting or otherwise disposing of the same as a whole;
- (f) that on the termination of the tenancy the landlord intends to demolish or reconstruct the premises comprised in the tenancy, or a substantial part thereof, and that he could not reasonably do so without obtaining possession of such premises;
- (g) subject as hereinafter provided, that on the termination of the tenancy the landlord himself intends to occupy for a period of not less than one year the premises comprised in the tenancy for the purposes, or partly for the purposes, of a business to be carried on by him therein, or as his residence.

(2) The landlord shall not be entitled to oppose a reference to a Tribunal in respect to business premises on the ground specified in subsection (1)(g) if the interest of the landlord, or an interest which has merged in that interest and but for the merger would be the interest of the landlord, was purchased or created within the five-year period preceding the date of the tenancy notice seeking to terminate the tenancy, and at all times since such purchase or creation the premises concerned have been occupied wholly or mainly for the purposes of a shop, hotel or catering establishment.

(3) Subject to subsection (2) a landlord or a tenant by whom a tenancy notice is given may oppose a reference on any ground which has been specified in the tenancy notice concerned.

28. (1) A landlord may, by notice, terminate a tenancy if the landlord, in good faith, requires possession of the premises for occupation by—

Notice by landlord
for use of
premises.

- (a) the landlord;
- (b) the spouse of the landlord; or
- (c) a child or parent of the landlord.

(2) The date for termination specified in the notice shall be at least sixty days after the notice is given and shall be the date the period of the tenancy ends, or, where the tenancy is for a fixed term, the end of the term.

(3) A tenant who receives a notice of termination under subsection (1) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice.

(4) The date for termination specified in the tenant's notice shall be at least ten days after the date the tenant's notice is given.

29. (1) A landlord may give notice of termination of a tenancy if the landlord requires possession of the premises in order to—

Notice for
demolition,
conversion or
repairs.

- (a) demolish the premises;
- (b) convert the premises for use for a purpose other than change of user; or
- (c) carry out repairs or renovations to the premises that are so extensive that they require and vacant possession of the premises.

(2) The date of termination specified in the notice issued under subsection (1) shall be at least one hundred and twenty days after the notice is given and shall be the day the period of the tenancy ends or, where the tenancy is for a fixed term, the end of the term.

(3) A tenant who receives notice of termination under

subsection (1) may, at any time before the date specified in the notice, terminate the tenancy, effective on a specified date earlier than the date set out in the landlord's notice.

30. (1) A landlord may give a tenant notice of termination of a tenancy where—

Additional grounds for termination notice.

- (a) the tenant was an employee of an employer who provided the tenant with the premises during the tenant's employment and the employment has terminated;
- (b) the tenancy arose by virtue of or collateral to an agreement of purchase and sale of a proposed premise in good faith and the agreement of purchase and sale has been terminated;
- (c) the tenant or another occupant of the premises commits an illegal act or carries on an illegal trade, business or occupation or permits a person to do so in the rented premises;
- (d) the tenant or a person whom the tenant permits in the premises wilfully or negligently causes damage to the rented premises;
- (e) the conduct of the tenant or a person permitted in the premises is such that it substantially interferes with reasonable enjoyment of the premises for all usual purposes by the landlord or another tenant, or substantially interferes with another lawful right, privilege or interest of the landlord or another tenant;
- (f) an act or omission of the tenant or a person permitted in the premises by the tenant seriously impairs or has seriously impaired the safety of any person, and the act or omission occurs in the rented premises;
- (g) the number of persons occupying the rented premises on a continuing basis results in a contravention of health, safety or housing standards required by law.

31. (1) A tenant may, with the consent of the landlord, assign premises to another person.

Restriction on right to assign premises.

(2) A tenant may give the landlord notice of termination within thirty days after the date of the request made under subsection (1) if the tenant requests the landlord to consent to an assignment of the premises and the landlord—

- (a) refuses to consent; or
- (b) does not respond within seven days after the request is made.

(3) A landlord shall not unreasonably refuse consent to an assignment of the rented premises.

(4) If a tenant has with the consent of the landlord assigned premises to another person—

- (a) the tenancy agreement continues on the same terms and conditions;
- (b) the assignee is liable to the landlord for any breach of the tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period after the assignment, whether or not the breach or obligation also relates to the period before the assignment;
- (c) the former tenant is liable to the landlord for any breach of the tenant's obligations and may enforce against the landlord any of the landlord's obligations under the tenancy agreement or this Act, if the breach or obligation relates to the period before the assignment; and
- (d) if the former tenant had started proceedings under this Act before the assignment and the benefits or obligations of the new tenant may be affected, the new tenant may join or continue the proceedings.

32. (1) A tenant may sublet premises to another person with the consent of the landlord. Subletting.

(2) A landlord shall not unreasonably withhold consent to the subletting.

(3) A tenant who sublets premises for a specified period shall, upon expiration of the period for which the

premises have been sublet, be entitled to resume personal occupation of the premises.

(4) Any subtenant to whom subsection (3) applies who fails, without the consent of the tenant, to give the tenant vacant possession of the premises upon the due date shall be liable to pay to the tenant a sum equal to five times the rent of the premises in respect of each month which he continues to occupy the premises adversely to the tenant or such smaller sum as the Tribunal may direct may be recovered by the tenant as a civil debt.

(5) If a tenant has sublet a premises to another person—

- (a) the subtenant remains entitled to the benefits, and is liable to the tenant for the breaches of the tenant's obligations under the tenancy agreement or this Act during the sub tenancy; and
- (b) the subtenant is entitled to the benefits, and is liable to the tenant for the breaches of the subtenant's obligations under the subletting agreement or this Act during the sub tenancy.

33. (1) A tenant may apply to the Tribunal for an order to determine whether the landlord has unreasonably withheld consent to an assignment or subletting.

Application to
Tribunal to assign
or sublet.

(2) Where the Tribunal determines that the landlord has unreasonably withheld consent to an assignment or sublet by tenant, the Tribunal may order the assignment or sublet.

(3) The Tribunal may issue terms and conditions of the assignment or sublet.

(4) If an order is made under subsection (2), the assignment or sublet shall have the same legal effect as if the landlord had consented to it.

34. (1) Notwithstanding the provisions of any other written law or anything contained in the terms and conditions of a tenancy, no term or condition in, or right or service enjoyed by the tenant of any such tenancy shall be altered, otherwise than in accordance with this section.

Alteration of
terms and
conditions in a
tenancy.

(2) A landlord who wishes to alter any term or

condition or right or service enjoyed by the tenant under a tenancy to the detriment of the tenant, shall give notice thereof to the tenant in the prescribed form.

(3) A tenant who wishes to obtain a reassessment of the rent of a tenancy or the alteration of any term or condition in, or of any right or service enjoyed by the tenant under such a tenancy, shall give notice in that behalf to the landlord in the prescribed form.

(4) Except as may be provided for under this Act, no tenancy notice shall take effect until such date, not being less than—

- (a) thirty days, in the case of residential premises; and
- (b) sixty days, in the case of business premises;
- (c) after receipt of the notice by the receiving party, as specified in the notice.

(5) Notwithstanding the provisions of subsection (4)—

- (a) where notice is given of the termination of a tenancy, the date of termination shall not be earlier than the earliest date on which, but for the provisions of this Act, the tenancy would have, or could have been, terminated;
- (b) where the terms and conditions of a tenancy provide for a period of notice exceeding the period provided for in this section, that period shall be substituted for the period provided for in this section, after the receipt of the tenancy notice;
- (c) the parties to the tenancy may in writing agree to shorter period of notice.

(6) A tenancy notice is not effective for any of the purposes of this Act unless it specifies the grounds upon which the requesting party seeks the termination, alteration or reassessment concerned and requires the receiving party to notify the requesting party in writing, within one month after the date of receipt of the notice, whether or not the receiving party agrees to comply with the notice—

- (a) by sending it by prepaid registered post to the receiving party's last known address.

(7) A notice delivered or sent in accordance to

subsection (4) is deemed to have been given on the date on which it was so delivered, or on the date of the postal receipt given by a person receiving the letter from the postal authorities, as the case may be.

35. (1) A receiving party who wishes to oppose a tenancy notice, and who has notified the requesting party under section 27(3) of this Act that he does not agree to comply with the tenancy notice, may, before the date upon which such notice is to take effect, refer the matter to a Tribunal, whereupon such notice shall be of no effect until, and subject to, the determination of the reference by the Tribunal:

Reference to
Tribunal.

Provided that a Tribunal may, for sufficient reason and on such conditions as it may think fit, permit such a reference notwithstanding that the receiving party has not complied with any of the requirements of this section.

(2) A Tribunal to which a reference is made shall, within seven days after the receipt thereof, give notice of such reference to the requesting party concerned.

36. (1) Upon a reference, a Tribunal may, after such inquiry as may be required by or under this Act, or as it deems necessary—

Decision of a
Tribunal.

- (a) approve the terms of the tenancy notice concerned, either in its entirety or subject to such amendment or alteration as the Tribunal thinks just having regard to all the circumstances of the case; or
- (b) order that the tenancy notice shall be of no effect; and
- (c) in either case, make such further or other order as it considers appropriate.

(2) Without prejudice to the generality of this section, the Tribunal may, upon any reference—

- (a) determine or vary the rent to be payable in respect of the tenancy, having regard to its terms and to the rent at which the premises concerned might reasonably be expected to be let in the open market, disregarding—
 - (i) any effect on rent or the fact that the tenant

has, or the tenant's predecessors in title have, been in occupation of the premises;

(ii) any goodwill attached to the premises by reason of the carrying on in the premises of the trade, business or occupation of the tenant or any such predecessor; and

(iii) any effect on rent of any improvement carried out by the tenant or any predecessor of the tenant otherwise than in pursuance of an obligation to the immediate landlord.

(b) terminate or vary any of the terms or conditions of the tenancy, or any of the rights or services enjoyed by the tenant, upon such conditions, if any, as it deems appropriate.

(3) Where the Tribunal has made a determination upon a reference, no further tenancy notice shall be given in respect of the premises concerned, which is based on any of the matters affected by the determination—

(a) in the case of an assessment of rent, until after the expiration of—

(i) two years in the case of business premises; and

(ii) one year in the case of residential premises; or

(b) in any other case, until after the expiration of twelve months,

after the date of the determination, unless the Tribunal, at the time of the determination, specifies a shorter period.

37. (1) Where a landlord has served a notice under section 25 on a tenant and the tenant fails to notify the landlord within the appropriate time of his unwillingness to comply with such notice or to refer the matter to a Tribunal, then, subject to section 35 such notice shall have effect from the date therein specified to terminate the tenancy, or terminate or alter the terms and conditions thereof or the rights or services enjoyed thereunder.

(2) Where a notice has taken effect by reason of

Effect of notice where tenant fails to refer to a Tribunal.

failure of the receiving party to file a reference, a Tribunal shall have the power to enforce such effect by issuing an order for rent or vacant possession.

38. Where a Tribunal makes any order in respect of a tenancy under this Act and it is subsequently made to appear to the Tribunal that it was induced to make the order by the misrepresentation or the concealment of material facts by either party, the Tribunal may order the offending party to pay to the other party such sum as appears sufficient as compensation for the damage or loss suffered by such other party as a result of such order.

Compensation for misrepresentation.

39. (1) Where any sum has been paid on account of any rent, being a sum which is, under this Act, irrecoverable by the landlord, the sum so paid shall be recoverable from the landlord who received payment, or from the landlord's legal or 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 the tenant to the landlord.

Recovery of certain sums paid on account of rent.

(2) If—

- (a) any person makes an entry in any rent record or similar document showing or purporting to show any tenant as being in arrears in respect of any sum which under this Act is irrecoverable; or
- (b) where an entry referred to in paragraph (a) 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;
- (c) that person or landlord commits an offence and is liable on conviction to a fine not exceeding ten thousands shillings, unless that person or landlord proves 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 the sum was recoverable.

(3) Any sum paid by a tenant who under subsection (1) is recoverable by the tenant shall be recoverable at any time within two years from the date of its payment.

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

40. (1) A landlord of any premises shall, on being requested in writing by the Tribunal or the tenant of the premises, supply to the Tribunal or tenant a statement in writing specifying the amount of rent of the premises.

Statement to be supplied as to rent.

(2) A landlord who, without reasonable excuse, fails to comply with a request under subsection (1) within fourteen days of receipt of the request, or supplies a statement which is false in any material particular, commits an offence and is liable on conviction to a fine not exceeding one month's rent of the premises.

(3) In subsection (1), "landlord" includes an agent, clerk or other person employed by the landlord and if any such agent clerk or other person fails to supply the Tribunal or the tenant with the statement in accordance with the provisions of this section, the landlord shall be answerable for that omission and the landlord and the agent, clerk or other person shall each commit the offence created by subsection (1).

41. (1) A landlord or his agent shall keep or cause to be kept rent records in respect of his rented premises, in such form as may be prescribed and shall provide the tenant with a copy.

Record of the payment of rent.

(2) The rent records shall contain among other things—

- (a) details of the parties to the tenancy;
- (b) particulars of the rented premises;
- (c) the rent payable; and
- (d) a record of all payments of rent made.

(3) The landlord or his agent shall sign or cause to be signed each entry in the rent records.

(4) A landlord who contravenes the provisions of this

section commits an offence and is liable on conviction to a fine not exceeding one month's rent of the premises.

42. (1) Subject to any agreement between the parties to a tenancy, where a landlord of any furnished premises wishes to remove the furniture or soft furnishings, or any of them, with which the premises were let, the landlord shall apply to the Tribunal for permission so to do.

Removal of
furniture by the
landlord.

(2) Upon any application being made under subsection (1), the Tribunal may—

- (a) grant the application upon such terms and subject to such conditions as the Tribunal may consider reasonable; or
- (b) 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 removed by the landlord, the 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 rent;
- (b) if only part of the furniture or the soft furnishings or of both (as the case may be) is removed, by such proportion as the Tribunal may think reasonable of the percentage or of the respective percentages of the value thereof as was added to the rent.

(4) In this section, "soft furnishings" includes linen, cutlery, kitchen utensils, glassware and crockery.

43. (1) No landlord shall, except with the prior consent of the Tribunal, 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) commits an offence and is liable on conviction to a fine not exceeding ten thousand shillings or to a term of imprisonment not exceeding six months, or to both.

44. (1) A tenant who, under the provisions of this Act, retains possession of any premises shall, so long as the tenant retains possession, observe and be entitled to the benefit of all the terms and conditions of the original tenancy agreement, so far as they are consistent with 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 tenancy agreement, or, if no notice would have been so required, then, notwithstanding any provision to the contrary in any law in force, on giving not less than one month's notice in the case of residential premises and two months' notice in the case of business premises.

Conditions of
statutory tenancy.

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

(2) A tenant retaining possession 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 a tenant who asks or receives any such sum or consideration commits an offence and is liable to a fine not exceeding one month's rent of the premises, and the court by which the tenant is convicted may order the payment or the value of the consideration to be returned to the person by whom it was given, and any such order shall be in lieu of any other method of recovery.

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

45. Where, for the purpose of determining fair rent, a valuation report has been made by order of the Tribunal, the Tribunal shall send written notification to the landlord and the tenant, or their representatives, that the details of the valuation report are available for their information and that before the fair rent is determined any such party or the party's representative may appear before the Tribunal on a date to be specified in the notification and object to the valuation report.

Notification of valuation report on construction or market value of construction.

46. (1) In the absence of any provision to the contrary in the tenancy agreement, for the purposes of this Act—

Repairs.

- (a) the landlord of any premises shall maintain and keep the premises in a state of good structural repair and in a condition suitable for human habitation; and
- (b) the tenant of any premises, other than a tenement house, shall 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 structural repairs for which the landlord is liable.

(2) Subject to subsection (1), the Tribunal may order either party to carry out the repairs at the cost of the party in default.

PART V—EVICITION ORDERS

47. (1) An order of the Tribunal evicting a person from premises expires six months after the date on which the order takes effect if the order is not executed within those six months.

Expiry date of order.

(2) A Tribunal may, upon application by the landlord, extend an order under subsection (1) if it is not executed within six months.

48. (1) Upon application for an order evicting a tenant, the Tribunal may, despite any other provision of this Act or the tenancy agreement—

Power of Tribunal on eviction.

- (a) refuse to grant the application unless satisfied, having regard to all the circumstances, that it would be unfair to grant the order; or

(b) order that the enforcement of the eviction order be stayed for a specified period.

(2) Notwithstanding subsection (1), the Tribunal shall refuse to grant the application where it is satisfied that—

(a) the landlord is in serious breach of the landlord's obligation under this Act or of any material covenant in the tenancy agreement;

(b) the reason for the application is that the—

(i) tenant has complained to a governmental authority of the landlord's violation of a law dealing with health, safety, housing or maintenance standards;

(ii) tenant has attempted to secure or enforce his or her legal rights;

(iii) premises are occupied by children and the occupation by the children does not constitute overcrowding;

(iv) tenant is a member of a tenant's association or is attempting to organize such an association; or

(v) any other reason that the Tribunal may consider to be justifiable in the circumstances.

PART VI—MISCELLANEOUS

49. A landlord and any agent or servant of a landlord who—

Penalty for
subjecting tenant
to annoyance.

(a) evicts a tenant without the authority of a Tribunal;
or

(b) 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, a higher rent for the premises,

commits an offence and is liable on conviction to a fine not exceeding two months' rent of the premises or to imprisonment for a term not exceeding six months, or to both.

50. (1) A person who—

Offence.

- (a) without lawful excuse, fails to comply with any order, or summons issued under this Act;
- (b) having attended as a witness under summons, departs without the permission of the Tribunal; or
- (c) subsequent to any adjournment fails to attend after being ordered to do so,

commits an offence and is liable on conviction to a fine not exceeding ten thousand shillings or to imprisonment for a term not exceeding six months or to both.

51. (1) A Tribunal shall enforce its own decrees and execute its own orders in the same manner as a court.

Enforcement of orders.

(2) A copy of any determination or order of a Tribunal shall be certified by the Chairperson or the Deputy Chairperson of the Tribunal.

52. (1) Where under this Act any summons notice or other document is required to be served upon any person it shall be sufficiently served on that person if it is served personally or, if it cannot be served personally, as the Chairperson or Deputy Chairperson of the Tribunal may direct.

Service of documents.

(2) Subject to subsection (1), the Civil Procedure Rules on service shall apply.

53. If, on the dismissal of any application, the Tribunal is of opinion that the application was frivolous or vexatious, the Tribunal may order the applicant to pay to any other party to the application a reasonable sum as compensation for the trouble and expense to which that party may have been put by reason of the application.

Compensation in case of frivolous or vexatious applications.

54. (1) The Tribunal, and any person authorized by the Tribunal 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 premises.

Right of entry.

(2) Any person who knowingly obstructs or hinders any authorized officer in the exercise of the authorized officer's powers or the performance of duties under this section commits an offence.

55. Any person who commits an offence under this Act for which no penalty has been prescribed is liable on conviction to a fine not exceeding twenty thousand shillings or to imprisonment for a term not exceeding six months or to both.

General Penalty.

56. Criminal proceedings under this Act may without prejudice to any other power in that behalf, be instituted by an inspector or other officer of the Tribunal and where proceedings are instituted or brought in a magistrate's court, any such officer may prosecute or conduct the proceedings.

Prosecution of offences.

57. (1) A member or officer of a Tribunal shall be free from civil liability for anything done or said in the capacity of such member or officer.

Liability of Tribunal or officers thereof.

(2) If any proceedings of a civil nature are brought against a Tribunal, or against any member or officer of a Tribunal in that behalf, the Tribunal or that member or officer shall be represented by the Attorney-General for the purpose of those proceedings, and any costs and expenses incurred in those proceedings shall be borne by the Government.

58. No landlord shall, without legal process, seize a tenant's property for default in the payment of rent or for the breach of any other obligation of the tenant.

Distress for rent.

59. (1) If a tenant of any premises dies and there are no other tenants of the said premises, the tenancy shall be deemed to be terminated sixty days after the death of the tenant.

Death of tenant.

(2) Where the tenant of any person is a limited liability company, which is dissolved, the tenancy shall be deemed to be terminated sixty days after the dissolution of the company.

(3) The landlord shall, until the tenancy is terminated under subsection (1) —

- (a) preserve any property of a tenant who has died that is in the rented premises other than property that is unsafe or unhygienic; and
- (b) afford the executor or administrator of the tenant's estate, or if there is no executor or administrator, a

member of the tenant's family reasonable access to the rented premises for the purpose of removing the tenant's property.

60. (1) If a tenant of rental premises abandons the premises and there are no other tenants of the said premises, the tenancy shall be deemed to be terminated sixty days after the date of abandonment by the tenant.

Abandonment.

(2) The landlord shall, until the tenancy is terminated under subsection (1) —

- (a) preserve any property of a tenant that is in the rented premises other than property that is unsafe or unhygienic; and
- (b) afford the tenant, or a member of the tenant's family reasonable access to the rented premises for the purpose of removing the tenant's property.

(3) Subsection 2(b) shall apply only where the tenant or his representative has paid the rent arrears that may be due.

(4) For the purposes of this Act, a tenant has not abandoned a rented premise if the tenant is not in arrears of rent.

61. (1) Where a tenant has died or has abandoned the premises under sections 55 and 56 and is in arrears of rent, the landlord may upon application to the Tribunal, sell or otherwise dispose of the tenant's property that is in rented premises.

Landlord may dispose property.

(2) Before the landlord calls or otherwise dispose of a tenant's property under subsection (1), an inventory of the goods in the premises shall be taken by an officer of the Tribunal and be filed in the Tribunal.

(3) The landlord shall, after the sale or disposal of goods file an inventory indicating the particulars of the items sold, the manner of sale and the price at which each item was sold.

(4) Subject to subsections (2) and (3), a landlord is not liable to any person for selling or otherwise disposing of the property of a tenant in accordance with subsection (1).

(5) If, within six months after the tenant's death, the

executor or administrator of the estate of the tenant or, if there is no executor or administrator, a member of the tenant's family claims any property of the tenant that the landlord has sold, the landlord shall deposit with the Tribunal the amount by which the proceeds of sale exceed the sum of—

- (a) the landlord's reasonable out-of-pocket expenses for moving, storing, securing or selling the property; and
- (b) any arrears of rent.

62. This Act shall bind the National Government and County Governments.

National Government and County Government premises. Exemption.

63. The Cabinet Secretary may by notice in the Gazette, exempt certain categories of premises from all or any of the provisions of this Act.

64. (1) The Chief Justice may make regulations for giving better effect to provisions of this Act.

Regulations.

(2) Without prejudice to the generality of the powers conferred by subsection (1), regulations under that subsection may—

- (a) provide for the procedure of Tribunals;
- (b) prescribe the circumstances and manner in which a tenant may, notwithstanding any contractual obligation, elect to pay and pay to the Tribunal rent due to the tenant's landlord;
- (c) prescribe the manner in which rent so paid may be claimed from the Tribunal by the landlord or, if not so claimed, may be disposed of by the Tribunal, and the amount of commission which the Tribunal may retain out of rent so paid to it; and
- (d) prescribe the fees to be paid in respect of any matter or thing to be done under this Act.

65. The Distress for Rent Act, Rent Restriction Act; and the Landlord and Tenant (Shops, hotels and catering Establishments) Act are repealed.

Repeal of Caps 293, 296, and Cap 301.

66. Where, at the commencement of this Act, any proceedings have been filed under the Rent Restriction Act or the Landlord and Tenant (shops, hotels and catering

Transitional and saving provisions.

establishment Act, the proceedings shall continue until the dispute has been settled and orders made by the Tribunal in accordance with this Act.

SCHEDULE

s.24(2)

TERMS AND CONDITIONS TO BE IMPLIED IN TENANCIES

1. That the premises are fit for habitation and comply with the laws relating to health in all respects.

2. That where the premises are destroyed by fire, civil common, or accident, through no negligence on the part of the lessee, any liability to pay rent shall be suspended until the premises are again made fit and habitable.

3. The lessee shall have quiet enjoyment of premises provided that he complies with express or implied covenants.

4. The lessor shall not use adjoining land or premises in a way which would render leased premises unfit for the purpose for which they were let.

5. The lessor shall be responsible for all repairs to roofs, main walls, main drains, main electric wiring and structures, and shall be responsible for all necessary renewals to the premises.

6. The lessee shall be responsible for all internal repairs and decorations, fair wear and tear excepted.

7. The lessor shall be responsible for the repair, maintenance, cleaning and lighting of common parts where part of a building is let.

8. The lessee shall pay rent for the premises in advance.

9. The lessor shall pay all rates, taxes and similar outgoings, unless the lessee is responsible therefore under any written agreement.

10. The lessee shall keep the fixtures and fittings in good and tenantable repair.

11. The lessee shall permit the lessor or his agent and his workmen to enter the premises and to examine or repair the same at all reasonable times after giving reasonable notice thereof.

12. The lessee shall not transfer, part with possession, or sublet the premises or any part thereof without the consent of the lessor, which consent shall not be unreasonable withheld.

MEMORANDUM OF OBJECTS AND REASONS

The principal object of the Bill is to repeal the Distress for Rent Act (Cap 293) Rent Restriction Act (Cap 296) and the Landlord and Tenant (Shops, Hotels and Catering Establishments) Act (Cap 301). The Bill seeks to introduce a legal framework which balances the interests of landlords and tenants in a free market economy by ensuring that landlords earn reasonable income from their investment in housing and also protects the tenant. The Bill consolidates the laws relating to the renting of business and residential premises and seeks to regulate the relationship between the landlord and tenant.

PART I of the Bill provides for preliminary matters.

PART II of the Bill provides for the establishment, composition and jurisdiction of the Landlord and Tenant tribunals. The Part specifies the powers of a tribunal and provides for the staff and expenses of a tribunal.

PART III of the Bill provides for the administration of a tribunal. The Bills specifies the functions of the Chairperson, Deputy Chairperson and secretary of a tribunal. The Part also provides for the removal of a member of a tribunal and the investigation of complaints by a tribunal.

PART IV of the Bill provides for general matters relating to tenancies including fair rent, permitted increase of rent, notice of termination and the right to assign or sublet rental premises. The Part also provides for the alteration of terms and conditions in a tenancy, reference to a tribunal and the decision of a tribunal. It further provides for keeping of a statement of rent paid, the keeping of a record of the payment of rent and condition of statutory tenancy.

PART V of the Bill deals with eviction orders. The Bill provides for the power of a tribunal in matters relating to eviction.

PART VI contains miscellaneous provisions. The Part provides for service of documents, enforcement of orders, prosecution of offences, distress for rent, disposal of property by a landlord upon death or abandonment of premises by tenant and the power to make rules and regulations.

The Schedule specifies terms and conditions to be implied in tenancies.

Dated the 11th February, 2021.

AMOS KIMUNYA,
Leader of Majority Party.