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<b>Title of Assignment</b>	<b>:</b>	<b>Annual Exam 2020</b>
<b>Title of Course</b>	<b>:</b>	<b>SINDH RENTED PREMISES ORDINANCE 1979</b>
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**Q.No.1 The object of Sindh Rented Premises Ordinance 1979 is to provide comprehensive mechanism and to maintain proper balance.**

**Answer**

**Introduction**

**THE SIND RENTED PREMISES ORDINANCE, 21st November, 1979**

An Ordinance to make effective provisions for regulation of relations between landlords and tenants and protect their interests in respect of rented premises within urban areas. Whereas it is expedient to make effective provisions for regulation of relations between landlords and tenants and protect their interests in respect of rented premises within urban areas; Preamble. Now, Therefore, in pursuance of the Proclamation of the fifth day of July, 1977 and the Laws (Continuance in Force) Order, 1977, the Governor of Sind is pleased to make and promulgate the following Ordinance

- (1) This Ordinance may be called the Sind Rented Premises Ordinance, 1979.
- (2) It shall come into force at once.

**Definitions**

In this Ordinance, unless there is anything repugnant in the subject or context

“building” means any building or part thereof, together with all fittings and fixtures therein, if any, and include any garden, garage, out-house and open space attached or appurtenant thereto

“Controller” means a Controller appointed under section 4 and includes a person working as Controller immediately before coming into force of this Ordinance;

“fair rent” means the fair rent of any premises determined by the Controller under this Ordinance;

“Government” means the Government of Sind;

“land” means land or open space, not being agricultural land or land or open space attached or appurtenant to any building;

“landlord” means the owner of the premises and includes a person who is for the time being authorized or entitled to receive rent in respect of such premises;

“personal use” means the use of the premises by the owner thereof or his wife (or husband), son or daughter;

“premises” means a building or land, let out on rent, but does not include a hotel;

“rent” includes water charges, electricity charges and such other charges which are payable by the tenant but are unpaid;

“tenant” means any person who undertakes or is bound to pay rent as consideration for the possession or occupation of any premises by him or by any other person on his behalf and includes

- (i) any person who continues to be in possession or occupation of the premises after the termination of his tenancy;
- (ii) heirs of the tenant in possession or occupation of the premises after the death of the tenant; and

“urban area” means an area within the jurisdiction of a Town Committee, Municipal Committee, Municipal Corporation or Metropolitan Corporation.

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### **Interest OF Landlord and Tenant**

**Landlord** means the owner of premises and includes a person who is the for the time being authorized or entitled to received rent in respect of such premises.

**Tenant** means any person who under takes or is bound to pay rent as consideration for an association between two individuals arising from an agreement by which

one individual occupies the other's real property with permission,  
subject to a rental fee.

The term landlord refers to a person who owns property and allows another person to use it for a fee. The person using the property is called a tenant. The agreement

between a landlord and a tenant is called a lease or rental agreement.

The landlord and tenant relationship has its Roots in Feudalism, a system

of land use and Ownership that flourished in Europe between

The tenth and thirteenth centuries. Under Feudalism land

was owned and controlled by a military or political sovereign ruler. This ruler Gave portions of land he or she owned to Another person, called a lord. The lord, in turn, could allow another person, called a vassal, to Use smaller portions of

the lord's land. The vassal pledged allegiance to the lord in exchange for the right to Live and work on the land.

**Q.No.2 (a) What is Fair Rent?**

**Answer**

**Under the section 8 of Sindh rented premises ordinance 1979 is called Fair Rent**

The controller shall on application by the tenant or landlord determine fair rent of the premises after taking into consideration the following factors

The rent of similar premises situated in the similar circumstances in the same or adjoining locality

The rise in cost of construction and repair charges

The imposition of new taxes if any after commencement of the tenancy

The annual value of the premises if any on which property tax is levied

Where any addition to or, improvement in, any premises has been made or any tax, or other public charge has been levied, enhanced, reduced or withdraw in respect thereof, or any fixtures such as lifts or electric or other fittings have been provided thereon to the determination of the fair rent of such premises, the fair rent shall, notwithstanding the provisions of section 9 be determined or, as the case may be, revised after taking such changes into consideration subsequent.

**Q.2. (b)**

**What are the factors which are required by the Rent Controller to take into consideration while fixing the fair Rent? Discuss by citing examples.**

**Answer**

**INTRODUCTION:**

Fair rent is the reasonable rent for a private property fixed and registered by a Rent Controller. In fixing fair rent, the scarcity of rented property is not taken into account and therefore fair rent is usually lower than the market rent.

**RELEVANT PROVISION:**

**Sections 8 and 9 of Sindh Rented Premises Ordinance, 1979.**

**MEANING:**

As per section 2 of the Ordinance, "fair rent" means the fair rent of am b Controller under this Ordinance.

**GROUND FOR DETERMINATION OF FAIR RENT:**

The Rent Controller upon application by the tenant or landlord determine fair rent of the premises taking into consideration the following factors: -

- a. The rent of similar premises situated in the similar circumstances, in the same or adjoining locality.
- b. The rise in cost of construction and repair charges.
- c. The imposition of new taxes, if any, after commencement of the tenancy; and
- d. The annual value of the premises, if any, on which property tax is levied

### **CASE LAW:**

All the four factors enumerated in section 8(1) of the Ordinance have to be cumulatively taken into consideration for determination of a fair rent.2001 SCMR 1103.

Factor that tenant could not afford to pay the revised rate of rent can hardly be treated as relevant consideration for fixation of fair rent. In case the rate of rent fixed by the Courts is not acceptable to tenant, he would be at liberty to abandon the tenancy and to secure other premises more suitable for his requirement.2001 AC 374.

### **LIMIT OF FAIR RENT:**

Section 9 provides time limit for enhancement of fair rent once fixed by the rent of controller. It provides that where the fair rent of any premises has been fixed no further increase thereof shall be effected unless a period of three years has elapsed from the date of such fixation or commencement of this ordinance whichever is later.

After three years the increase in rent shall not, in any case exceed ten per cent per annum on the existing rent.

### **Exception:**

Sub section (2) of section 8 provides an exception to the limit prescribed under section 9. It provides that where any addition to or, improvement it, any premises has been made or any tax, or other public charge. Has been levied, enhanced, reduced or withdraw in respect thereof, or any fixtures such as lifts or electric or other, fittings have been provided thereon subsequent to the determination of the fair rent of such premises, the fair rent shall, notwithstanding the provisions of section 9 be determined or, as the case may be, revised after taking such changes into consideration.

**CASE LAW:**

Landlord can demand increase in rent on. The basis of increase in taxes by the Karachi Municipal Corporation. ICLR 1985 C.C. 750.

**CONCLUSION:**

From the above it is clear that Rent Controller can fix the fair rent after considering the four factors mentioned in section 8. Once a fair rent Cred cannot be enhanced for next 3 years except as provided in sub-section (2) of section 8.

**Q. No. 3. What do you understand by term? Default in payment of rent and explain its consequences in detail.?**

**Answer**

**Default in payment of rent.**

In landlord-tenant law, default refers to the failure of a tenant to timely pay rent due. In anticipation of such an occurrence, landlords commonly require a new tenant to pay a security deposit, which may be used to remedy defaults in payment of rent and other monetary obligations under the rental agreement. In general, the landlord is required to give the tenant notice of the default before bringing eviction proceedings or applying security deposit proceeds to the payment in default. The fixing of a definite default date for payment of rent can be critical if it becomes necessary to evict a tenant for a default in the payment of rent. Landlords often require a background and/or reference check on prospective tenants in an attempt to minimize defaults in rent payments.

Although many jurisdictions around the county have issued executive orders prohibiting commercial evictions, lock outs and dispossession, the orders do not prohibit landlords from asserting a rent default. These orders simply limit, for the time being, landlords' remedies against defaulting tenants. Therefore, it is becoming common practice for landlords to deliver written notices to tenants placing them in default. Landlords are reserving their rights and remedies against defaulting tenants in these letters. Whether the default is immediate or subject to a notice and cure period, the default in most cases is inevitable unless the parties agree in writing to acknowledge a change in status.

This gap between the executive orders and the rights of landlords to enforce remedies against tenants is risky territory where tenants could suffer the unintended consequences of a rent default.

**Unintended Consequences of a Rent Default**

While many tenants are laser focused on cash flow and cannot afford to pay rent, a rent default, if left unanswered, will result in tenants and guarantors unwittingly forfeiting rights and options under leases, perhaps subjecting tenants to additional costs in late fees and interest charges.

**Rights and Options**

Rights and options contained in leases, such as the right to renew, the right of first refusal, the right to expand, the right to terminate, among other lease clauses, are commonly conditioned upon no event of default having occurred.

## **Concessions**

Concessions, including rent abatement clauses, are often undone by events of default, triggering immediate additional monetary obligations.

## **Assignment and Subletting**

Tenants, who unfortunately, will not have the wherewithal to survive the crisis, may be looking to assignment and subletting provisions as an exit strategy once the crisis subsides. However, the assignment and subletting provisions are also often conditioned on no event of default having occurred.

## **Guaranty**

Tenants should also consider the effect of a default on the guaranty, if applicable. Not only may a landlord now pursue the guarantor for the rent default, but also if a release of the guaranty is conditioned on there not having been an event of default, such release will no longer be available.

## **Security Deposit**

Security deposits also factor into the default analysis, as they are available for a landlord's use to cure the default pursuant to the terms of the lease. The security deposit will need to be replenished and landlords, given the current environment, may request an increased security deposit to replace the funds.

## **Late Fees and Interest**

Rent defaults will inevitably trigger the assessment of late fees and interest. Sometimes there are grace periods and we have seen that some landlords are proactively waiving these fees for the moment, but tenants should be advised to address these fees in any resolution reached with the landlord.

**Q.No.4 (a) Personal need of landlord is an absolute right.**

**Answer.**

**INTRODUCTION**

Landlord is the owner of the premises and who is for time being authorized person in such of the Sindh Rent Premises Ordinance, 1979. He uses the premises in "Personal Use" is an absolutely rights according to the Ordinance. When widow, orphan or minor person is owner of the building, they can terminate the rent agreement. Also salaried employee is due to retire within the next 6 months or already retired person terminate agreement or use the premises in personal use. If any person attains 60 years of age or more than 60 years is an absolutely rights to use the premises for personal use. Sindh Rent Premises Ordinance further described in the following:

**Section 14 as under**

- (1) Notwithstanding anything contained in this Ordinance or any other law for the time being in force, the landlord of a building who is a widow, or a minor whose both parents are dead or a salaried employee due to retire within the next six months or has retired or a person who is due to attain the age of sixty years within the next six months or has attained the age of sixty years, may, by notice in writing, inform the tenant that he or she needs the building for personal use and require him to deliver vacant possession of the building within such time as may be specified in the notice, not being earlier than two months from the receipt thereof:
- (2) Provided that nothing in this sub-section shall apply where the landlord has rented out the building after he has retired or
- (3) attained the age of sixty years or, as the case may be, has become widow or orphan

**Section 15**

sub-section (6) the premises is required by the landlord for reconstruction or erection of a new building at the site and the landlord has obtained necessary sanction for such reconstruction or erection from the authority competent under any law for the time being in force to give such sanction

**Section 15**

sub section (7) clause the landlord requires the premises in good faith for his own occupation or use of his spouse or any of his children

(15-A) Where the landlord, who has obtained the possession of a building under section 14 or premises under clause (vii) of section 15, relets the building or premises to any person other than the previous tenant or puts it to a use other than personal use within one year of such possession.

**Q.4. (b) what do you mean by term Repairs provided under Sindh rented premises ordinance 1979**

**Under Section 12 of Sindh rented premises ordinance 1979 is deal with repair**

**Repairs(b)**

- (1) Subject to the agreement, if the landlord fails to make such repairs or white-washing as may be necessary to keep the premises in proper shape, the Controller may, on application made to him by the tenant and after such inquiry as the Controller deems fit to make, direct that such repairs or whitewashing may be made by the tenant and the cost thereof may be deducted from the rent payable to the landlord. Repairs.
- (2) Where any authority empowered by a law for the time being in force has required the landlord to make such repairs within such period as may be specified by such authority and the landlord has made default in this behalf, such authority may require the tenant to make such repairs.
- (3) Where the tenant has made the repairs as aforesaid the authority ordering the repairs shall, after due verification of the details of the expenditure incurred by the tenant, certify the cost of repairs and the tenant may thereupon deduct the amount so certified from the rent payable to the landlord.

Section (12) deals Repair in this section the tenants have the right to take the house clean and not anything misses to house damages to the landlord. If is there any falt to not repair the house, landlord have authority go to the court.

He can set the house as well as the agreement sign between landlord and tenant

All the gas, electric city, water board bills are maintained as it is

**Q.NO.5. What are the various modes for the eviction of tenant provided under section 15 of the Ordinance, 1979? Discuss in detail**

**Answer**

**INTRODUCTION**

**Under section 13 of The Sindh Rented Premises Ordinance, 1979, Eviction** is said that “No tenant shall be evicted from the premises in his possession except in accordance with the provisions of this Ordinance”.

**MEANING OF EVICTION**

“The action of expelling someone from a property expulsion”. The situation when landlord may seek eviction of the tenant. The right of ejection is a statutory right available to landlord against the tenant. The Ordinance protect the right of tenant and landlord under this Sindh rent premises Ordinance, 1979.

**MASSACHUSETTS LAW ALLOWS LANDLORDS TO EVICT LEASED TENANTS ONLY IF ONE OF THREE CONDITIONS ARE FOLLOWING**

- Tenant failure to pay rent to the premises.
- Violation of the terms of the lease agreement by the tenant.
- Excessive damage caused to the rental property by the tenant or persons under the tenant's control.

## **VARIOUS MODES OF EVICTION OF TENANT**

On the following grounds given below, the landlord can terminate or evict to tenant under the law of Sindh Rent Premises Ordinance, 1979 are as:

1. The tenant has failed to pay rent in respect of the premises in his possession within 15 days after the expiry of the period fixed by mutual understanding of landlord and tenant in agreement or in the absence of such agreement, within 60 days after the rent has become due for payment. Where the application made by landlord is on the ground mentioned against rental and move to this application to Additional Session Judge or Rent controller. Where Landlord seeks to evict the tenant or the controller shall make an order directing the tenant to put the landlord in possession of the premises within such period as may be specified in the order.
2. Where the landlord who has obtained the possession of the premises for the purpose of reconstruction of the building or erection of a new project shall demolish the existing building within 6 months of the taking over possession of the premises, or as the case may be commence the erection of the new building within 2 years of taking over of the possession of the premises, in case the landlord fails to demolish the building as aforesaid, the tenant shall be entitle to be put into possession of the premises.
3. Where the landlord constructs the building as aforesaid the tenant who was evicted from old building may, before the completion of new building and its occupation by another person, apply to the controller or A.S.J (Additional Session Judge) for an order. Rent controller directing that he be put in possession of such area in the new building as does not exceed the area of the old building of which he was in occupation and the Controller shall make an order accordingly in respect of the Ordinance.

4. Is the removal of a tenant from rental property by the landlord? In some jurisdictions it may also involve the removal of persons from premises that were foreclosed by a mortgagee (often, the prior owners or landlord who defaulted on a mortgage).

Depending on the laws of the jurisdiction, eviction may also be known as unlawful detainer, summary possession, summary dispossess, summary process, forcible detainer, ejectment, and repossession, among other terms. Never the less, the term eviction is the most commonly used in communications between the landlord and tenant. Depending on the jurisdiction involved, before a tenant can be evicted, a landlord must win an eviction law suit or prevail in another step in the legal process. It should be born in mind that eviction, as with ejectment and certain other related terms, has precise meanings only in certain historical contexts (e.g., under the English common law of past centuries), or with respect to specific jurisdictions.

In present-day practice and procedure, there has come to be a wide variation in the content of these terms from jurisdiction to jurisdiction.

The legal aspects, procedures, and provisions for eviction, by whatever name, vary even between countries or states with similar legal structures.

Some areas have "just cause eviction" laws, which prevents evictions for reasons other than an approved list. For example, the law in Seattle, Washington, requires a court order (and in some cases relocation assistance) and allows evictions for:

- Failure to pay rent or late payments after written warning more than four times per year.
- The tenant has failed to correct a violation of the lease or laws concerning public nuisance, sanitation, unlawful business, or habitually causes warnings to be issued with corrections made.
- The owner or landlord family is moving into the unit, and no adequate other units are available.
- The sale of a single-family home.
- Tenant-employees who are no longer employees.

- Renovation, demolition, or conversion to non-residential use.
- Violation of a legal requirement, such as building suitability or number of occupants.
- Tenants who live with the owner.
- If drug or health and safety-related crimes are committed (by the tenant or with the tenant's consent) on the property, street, or neighboring properties.

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