



<b>REGISTRATION NUMBER</b>	<b>:</b>	<b>LLB119/3-18/M017</b>
<b>STUDENT NAME</b>	<b>:</b>	<b>MUHAMMAD ADEEL AKHTAR</b>
<b>FATHER NAME</b>	<b>:</b>	<b>MUHAMMAD SHAMIM AKHTAR</b>
<b>TITLE OF ASSIGNMENT</b>	<b>:</b>	<b>ANNUAL EXAMINATION 2021</b>
<b>TITLE OF COURSE</b>	<b>:</b>	<b>SINDH RENTED PREMISES ORDINANCE, 1979 / RENT LAW</b>
<b>NAME OF FACULTY MEMBER</b>	<b>:</b>	<b>DR. ADEEL ABID</b>
<b>SUBMISSION DATE</b>	<b>:</b>	<b>FRIDAY 19<sup>th</sup>, NOVEMBER , 2021</b>

**Answer Sheet****Answer Question 1:****INTRODUCTION**

The agreement sets out all terms and conditions which both the tenant and the landlord must comply with. Some limitations laid down in the law include renting fairly based on the local price value and maintenance costs, taxes and the value of the buildings.

The rental agreement is valid until the date stated in the document. When the date is not specified, after receiving the evacuation letter sent by the landlord within a notice period specified in the letter, the tenant may be asked to leave the premises.

The landlord must submit to the authorities this Agreement after both parties have signed the Agreement. The law also stipulates that every year rents are increased by 10%. If not, after every 3 years, it will increase by 25%. The rule applies only if the landlord and tenant did not agree to incremental rents on their terms. Whenever the landlord fails, the tenant is capable of bringing a complaint before the civil court because he is entitled to do so.

Tenancy agreements are a legal contract, make sure Tenant read the agreement before Tenant sign it.

Here are salient features of tenancy agreement.

**PROPERTY AND CONTACT DETAILS:**

Make sure that The tenancy agreement includes

- The address of the property.
- The name and the name of any other tenants.
- The landlord's name, address and contact details.
- The name, address and contact details of any agent that the landlord is using.
- An inventory, or list of items in the property with the condition of each clearly marked.

**LENGTH OF THE TENANCY**

The tenancy agreement should explain.

- How long the tenancy will last.
- Whether the tenancy will renew automatically.
- How much notice must be given in order to end to tenancy?
- What Tenant and The landlord's responsibilities are.

**RENT, RATES AND OTHER PAYMENT**

The contract should tell Tenant.

- How much the rent is and how often it is due.
- When and how Tenant should pay rent.
- If Tenant are responsible for paying rates on the property
- If rates are included in the rent or Tenant have to pay these on top of rent
- If Tenant have to make any other payments on top of rent and rates.

**DEPOSIT**

The tenancy agreement should have information about The deposit. It should say

- How much the deposit is
- What charges the landlord can take from The deposit
- When Tenant will get The deposit back
- Which scheme the landlord will use to protect The deposit.

**REPAIRS INFORMATION**

The tenancy agreement should include information about repairs. It should say

- Which repairs are the landlord's responsibility
- Which repairs are the tenant's responsibility
- How the tenant should report any problems, including an emergency number
- What happens if Tenant do not report problems to the landlord?
- The law says who is responsible for repairs (link is external) if The tenancy agreement does not. Contact our helpline if Tenant aren't sure who is responsible for repairs in The tenancy.

**USE OF THE PROPERTY**

The tenancy agreement might say what Tenant can and cannot do at the property. Some tenancy agreements might say:

- Tenant have to be respectful of The neighbors
- Tenant are, or are not, allowed to rent rooms to other people
- Tenant need permission before Tenant can decorate.
- Tenant need the landlord's permission to have a pet.
- These terms have to be fair. It might be unfair for a term to say "no pets" without giving Tenant an opportunity to ask the landlord's permission.

### **THE LANDLORD'S RIGHT TO ENTER THE HOME**

The tenancy agreement might explain when the landlord, or an agent, can enter The home. It might say:

- How much notice the landlord has to give before they can visit
- That Tenant have to agree to let viewers into The home if the landlord markets it for sale or rent.
- Unless there's an emergency Tenant should get at least 24 hours' notice before any visit.
- Tenant have to let The landlord, or their agent or contractor into The home as long as,
- Tenant got at least 24 hours' notice, and
- The visit is at a reasonable time of day, and
- The visit is to do an inspection or to make repairs.

### **OTHER TERMS TO LOOK OUT FOR**

Joint tenants often have a term that says the tenancy is on a "joint and several" basis. This means Tenant are responsible for

- The tenant own actions, and
- The actions of the other people in the tenancy.
- This term means Tenant have to pay The roommate's rent if they do not.

**Answer Question 2:****INTRODUCTION:**

Sindh Rented Premises Ordinance, 1979 provides situations when Landlord may seek eviction of the tenant. The right of ejection is a statutory right available to Landlord against the tenant. Sindh Rented Premises Ordinance, 1979 protects the rights of tenant and landlord.

**RELEVANT PROVISION:**

Sections 14 and 15 of Sindh Rented Premises Ordinance, 1979.

**DEFINITION OF TENANT:**

Under Section 2 (j) of the Ordinance, 1979 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 include:

- any person who continues to be in possession or occupation of the premises after the termination of his tenancy;
- heirs of the tenant in possession or occupation of the premises after the death of the tenant.

**GROUND FOR EVICTION:**

Following are the grounds of eviction of tenant:

**a) Failure to pay rent**

If tenant has failed to pay or tender the rent within period of 15 days after the expiry of the period fixed by mutual agreement between the tenant and landlord for payment of the rent, or in the absence of such agreement, within sixty days after the rent has become due for payment.

**b) Breach of Tenancy Agreement:**

A Landlord may seek eviction of the tenant if the tenant has committed breach of a terms or conditions of tenancy agreement such as handing over the possession of the premises to some other person.

**c) Misuse of Property:**

A landlord may seek eviction of the tenant if the tenant has used the premises for a purpose which is different from the purpose for which it has been let-out.

**d) Impairing the property:**

Where the tenant has committed such acts as are likely to impair the material value or utility of the premises he is liable to eviction.

**e) Nuisance:**

A Landlord may seek eviction of the tenant if the tenant has indulged in such activities as are causing nuisance to the neighbors.

**f) Reconstruction of premises:**

The premises is required by the landlord for reconstruction or erection of a new building at the site and 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.

**g) Eviction on personal need:**

A landlord may seek eviction of the tenant where the landlord requires the premises in good faith for his own occupation or use of his spouse or or any of his children

**CONCLUSION**

To conclude it, can be said the ejectment is an action to restore the possession of property to the landlord under section 15. The Sind Rented Premises Ordinance, 1979, provide various grounds for eviction of tenant.

**Answer Question 3 (A):****INTRODUCTION:**

In Sindh, relations between landlord and tenant, is regulated by Sindh Rented Premises Ordinance, 1979. This Ordinance is about both commercial and residential properties. This Ordinance has also provided right to appeal against final order of the rent controller in court of district judge. However, no right of appeal is available against order of district judge or additional district judge.

**RULES OF APPEAL IN RENT CASES:**

According to Sindh Rented Premises Ordinance, following are rules of appeal in rent cases:

**a) Appeal against final order of Rent Controller:**

Appeal can be filed only against the final order of Rent Controller not against any interim order.

**b) Who can file appeal?**

Person who is aggrieved by the final order of Rent Controller can file this appeal.

**c) Limitation Period:**

This appeal can be filed within thirty days from the date of final order of Rent Controller.

**d) Written Form:**

This appeal should be in writing form.

**e) Authority to who appeal can be Preferred?**

This appeal can be preferred to District Judge having jurisdiction in the area where the premises in relation to which the order is passed.

**f) Which authority can hear and Dispose of Appeal?**

District judge can bear and dispose of or can refer it for disposal to an Additional District Judge of district or area.

**g) Compromise between parties:**

The Appellate Authority, may, at any stage of appeal attempt to effect a compromise between the parties.

**h) Transfer of case:**

Appellate Authority may at any stage withdraw any application pending with a Controller and transfer the same for disposal to any other Controller. Similarly, the High Court may at any

stage withdraw any appeal pending with any appellate authority and transfer the same for disposal to any other appellate authority competent to dispose of the same.

**i) Injunction:**

The appellate authority may, pending the final disposal of the appeal, grant injunction staying further proceedings or action on the order of the Controller. However, no injunction can be granted where appeal has been preferred from the order under section 4.

**j) Order of Appellate Authority:**

District Judge or Additional District Judge after perusing the record, and giving the parties an opportunity of being heard and if necessary, after making such further enquiry either by himself or by the Controller, make an appropriate order, which shall be final.

**CONCLUSION:**

To conclude, it can be said that Sindh Rented Premises Ordinance has provided no appeal against the order of District Judge or Additional District Judge passes under this Ordinance. However, write petition can be filed against this order in High Court.

**Answer Question 3 (B):**

**INTRODUCTION:**

When ownership of a rental property is changed, and there tenants living inside, there are some pretty easy (and specific) rules about how everyone should handle the situation.

**RELEVANT PROVISION:**

Section 18 of the Sindh Rented Premises Ordinance, 1979.

**CHANGE IN OWNERSHIP:**

Change in ownership of premises may be effected by any of following ways:

- Sale;
- Gift:
- House
- Inheritance
- Any other mode of transfer of ownership of property.

**NOTICE OF CHANGE:**

Where the ownership of a premises in possession of the tenant has been transferred by sale, gift, inheritance or by such other mode, the new owner is required to send an intimation of such transfer in writing by registered post to the tenant.

**PAYMENT OF RENT TO NEW OWNER:**

If the tenant deposited the rent due within thirty days from the date of such intimation in the name of new owner he shall not be deemed to have defaulted in payment of the rent for the purpose of clause (ii) of subsection (2) of section 15. Here within 30 days means within thirty days from the date when the intimation should, in normal course, have reached the tenant.

**Answer Question 4(A):****RENT CONTROLLER:**

A Rent Controller is a judicial officer to whom Provincial Government appoints. He determines the relationship of landlord and tenant. He may evict tenant while Civil Court has no jurisdiction over the matters of landlords and tenants. Although he is Civil Judge, but for the purpose of this Ordinance, he is Rent Controller. He cannot be termed as a Judge. A common person cannot be appointed as Rent Controller except a Judge. He hears the disputes arising out from the relationship of landlord and tenant. Disputes referred to him are called application and not suit.

**DUTIES, POWERS & JURISDICTION OF RENT CONTROLLER:**

Subject to the provisions of Sindh Rented Premises Ordinance, the Controller shall, for the purpose of any case under this Ordinance, have powers of a Civil Court under the Code of Civil Procedure, 1908 (Act V of 1908). However, such powers and duties are restricted in respect of only the following matters, namely: -

- summoning and enforcing the attendance of any person and examining him on oath,
- compelling production or discovery of documents;
- inspecting the site; and
- issuing commission for examination of witnesses or documents.

Fixing 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:-

- 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; and
- the annual value of the premises, if any, on which property tax is levied.

**Answer Question 4(B):****INTRODUCTION:**

Sindh Rented Premises Ordinance, 1979 provides situations when Landlord may seek eviction of the tenant. The right of ejection is a statutory right available to Landlord against the tenant. Sindh Rented Premises Ordinance, 1979 protects the rights of tenant and landlord.

**RELEVANT PROVISION:**

Sections 14 (Delivery of vacant possession) of Sindh Rented Premises Ordinance, 1979.

**GROUNDS FOR EVICTION:**

Sindh Rented Premises Ordinance gives the right to landlord to seek eviction of the tenant on the grounds of personal need. The landlord may do so by notice in writing, to the tenant that he or she need, 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 of such notice.

This right, however, is subject to the restriction of following categories of landlords:

**a) Widow, orphan or minor:**

In case the landlord of a building is a widow, or a minor whose both parents are dead.

**b) Salaried employee:**

In case of owner is a salaried employee and is due to retire within the next six months or has already retired.

**c) Sixty years of age:**

Where the landlord is due to attain the age of sixty years within the next six months or has attained the age of sixty years.

**d) Own use or spouse or children use:**

Where the landlord requires the premises in good faith for his own occupation or use or for the occupation or use of his spouse or any of his children.

**CASE LAW:**

Mere statement of landlord that premises required for business is not sufficient to prove his personal bona fide requirement. Further, landlord entered in agreement not to evict impliedly meant that so long tenant observed terms of agreement he will not be ejected. - KLR 1985 PSC 125.

In every case the circumstances are to be considered independently. The evidence of one case cannot be considered in other case. - KLR 1987 C.C. 268.

**EXCEPTION TO THE RULE:**

However, where the landlord has rented out the building after he has retired or attained the age of sixty years or, as the case may be, has become widow or orphan, he may not seek eviction on this ground. The landlord shall not be entitled to avail the benefit of subsection (1) if he is in occupation of a building owned by him in any locality.

**TENANT'S FAILURE TO VACANT PREMISES:**

Where the tenant has failed to deliver the possession of the building under sub-section (1) of section on 14, the Controller shall, on application by the landlord in this behalf, order eviction of the tenant from the building in a summary manner, by using such force as may be necessary.

**Answer Question 5(A):****INTRODUCTION:**

Even if a tenant is behind in the rent, a landlord cannot do anything that affects the supply of amenities and services, as this would be an offence under the Sindh Rented Premises Ordinance, 1979 and would allow the tenant to take landlord to the Court.

**RELEVANT PROVISION:**

Section 11 of the Sindh Rented Premise Ordinance, 1979.

**DISCONTINUANCE OF AMENITIES AND SERVICES BY LANDLORD:**

As per section 11 of the Ordinance, no landlord shall discontinue or cause to be discontinued any service such as electricity, gas or water, except with the previous consent of the tenant or in compliance with the requisition of the concerned authority or after obtaining the direction of the Controller in this behalf.

**CASE LAW:**

Charges for electricity used by tenant were to be paid by him according to reading of sub-meter in premises but tenant failed to pay same. Consequently Authority disconnected electricity of tenant. Electricity having been disconnected by Authority for non-payment of electric charges by tenant and not by landlord, landlord could not be held to have discontinued or cause to discontinue electricity connection. 1991 CLC 949.

**REMEDY TO TENANT:**

Where the landlord has discontinued or caused to be discontinued any service in contravention of sub-section (1) of section 11, the tenant may make an application to the Controller for restoration such services.

Where the Controller, after making such inquiry as he deems fit, satisfied that the services has been discontinued without sufficient cause, he shall make an order directing the landlord to have the service restored within such period as may be specified in the order.

In case the landlord has failed to comply with the order of the Controller, the Controller may take necessary steps to get the service restored and recover the costs of such restoration from the landlord.

Where the landlord has contravened the provisions of subsection (1) of section 11, he shall be punished with simple imprisonment for a period not exceeding six months or with fine or with both.

**CONCLUSION:**

Section 11 protects the tenant from any unauthorized discontinuation of amenities and services from the landlord. It provides a mechanism of restoration of such services in case of discontinuation by the landlord.

**Answer Question 5(B):**

**INTRODUCTION:**

Section 16 of the SRPO, 1979 authorizes Rent Controller to make summary inquiry in the case of eviction of a tenant and determine the arrears of rent (fair rent). After determination of arrears the Rent Controller then order the tenant to deposit such arrears and monthly rent. Section 16 is an enforcement section it not only bound the tenant to deposit the arrears of rent and future monthly rent but also in case of default of tenant Rent Controller shall order his eviction and further that landlord be put in possession of the rented premises.

**FIXING OF FAIR RENT**

**MEANING:**

As per section 2 (c) of the Ordinance, "fair rent means the fair rent of any premises determined by the 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 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 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 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 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. - KLR 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 is fixed it cannot be enhanced for next 3 years except as provided in sub-section (2) of section 8.