

LAWS OF DOMINICA

**TENANCIES AND RENT CONTROL
(HURRICANE EMERGENCY) ACT**

CHAPTER 54:73

**Act
3 of 1980**

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<i>(inclusive)</i>	<i>by L.R.O.</i>
<i>1-8</i>	<i>1/1991</i>

L.R.O. 1/1991

Note
on
Subsidiary Legislation

This Chapter contains no Subsidiary Legislation.

CHAPTER 54:73

**TENANCIES AND RENT CONTROL
(HURRICANE EMERGENCY) ACT**

ARRANGEMENT OF SECTIONS

SECTION

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TENANCIES AND RENT CONTROL (HURRICANE EMERGENCY) ACT

[1st September 1979]

**TENANCIES AND RENT CONTROL
(HURRICANE EMERGENCY) ACT.**

“expenditure” means all expenses incurred by a tenant in repairing the premises of a landlord as a result of damage caused by a hurricane, and shall include the cost of labour and materials supplied and expenses incidental thereto;

Ch. 54:72. "landlord" means any person who is a landlord within the meaning of the Tenancies and Rent Control Act;

“notice” means a notice in writing in the form prescribed in the Schedule:

“premises” means any premises to which the Tenancies and Rent Control Act applies;

“reasonable” means a reasonable period of time not exceeding six months from the commencement of repairs taking into account all the relevant circumstances of the case;

“tenant” means the occupier in possession of any premises let to the occupier for a consideration in the nature of a rental, and includes a lessee of any premises on any term of years, and a tenant from year to year;

“tenantable” means fit to be occupied by a tenant;

“Tribunal” means “the Tenancies and Rent Control Tribunal” established under the Tenancies and Rent Control Act.

3. Any person who is a tenant of any premises damaged by a hurricane shall in any case where the landlord has within nine months of the occurrence of the event failed to repair the damage to the premises caused by the hurricane serve upon the landlord in the form prescribed in the Schedule a notice requiring the landlord to commence the carrying out of necessary repairs to the premises within the period of time stated in the notice.

Length of notice.

Schedule.

4. Where a notice as referred to in section 3 is served on any landlord, and the landlord does not within the period of time specified in the notice commence, or having commenced fails within a reasonable time from the date of commencement, to complete the necessary repairs, the tenant may at his own cost and expense carry out to completion or complete the repair of the premises as may in the circumstances be necessary to render the premises tenantable, provided always that the notice when served is accompanied by an estimate of the cost of repairs.

Tenant may repair.

5. A tenant who has carried out repairs to any premises in accordance with section 4 shall be deemed to be the agent of the landlord and shall within thirty days of completion of the repairs submit to the landlord in writing a detailed account of the expenditure incurred which account shall be certified by a builder, carpenter or other competent tradesman, as the case may be, together with a written demand for reimbursement from the landlord of the cost of the repairs, as certified in the manner aforesaid.

Tenant submit account of repairs done by him to landlord.

6. Subject to section 7, a landlord upon receipt of a demand for reimbursement of the cost of repairs of any premises in accordance with section 5 shall within thirty days pay to the tenant or as the tenant may direct the amount claimed in the demand as being the cost of repairs, which amount until payment thereof is made shall constitute a debt owed to the tenant by the landlord which debt shall be recoverable as a judgment debt in any civil court of competent jurisdiction according to the amount of the claim.

Landlord to reimburse tenant.

7. (1) Notwithstanding the provisions of any law relating to the recovery of possession of any premises to which this Act applies, and subject to subsection (2) any person to whom a debt is owed by virtue of this Act, shall be entitled to remain in possession as tenant of the premises in connection with which the debt is owed, until the debt is paid in full, and the tenant may occupy the said premises free from

Tenant entitled to possession if not reimbursed.

payment of rent for any period the consideration for which as rental thereof shall be equal to the amount of the debt owed by the landlord to the tenant.

Ch. 54:72 (2) The Tribunal may upon the application of the landlord, and for any reason as may be contained in section 33 of the Tenancies and Rent Control Act, other than subsection (2) thereof make an order for delivery-up of possession of the premises to the landlord, upon such terms and conditions as to repayment of the debt, as the Tribunal may decide, and prior to the making of any such order, if any, the Tribunal shall give due consideration to all the facts and circumstances of the case.

Adjudication of disputes. 8. Any landlord upon whom, pursuant to section 6, a demand for reimbursement of the cost of repairs of any premises is made shall, within fourteen days of the receipt of the demand if he disputes the amount claimed, make an application to the Tribunal for adjudication and after a hearing of the matter the Tribunal shall fix the amount if any payable by the landlord to the tenant for the purpose of section 6, and may make such further order for the payment of costs as the Tribunal may in its discretion think fit.

Service of notice. Ch. 54:72. 9. For the purpose of section 3, a notice shall be deemed to be properly served, if delivered personally to the landlord or delivered to any adult at the last known place of abode of the landlord, and a person shall be deemed to be the landlord of any premises if such a person is registered as the owner or agent for purposes of the Tenancies and Rent Control Act.

Jurisdiction of Tribunal. Ch. 54:72. 10. In the discharge of any function required by the provisions of this Act to be performed by the Tribunal, the Tribunal shall have the jurisdiction and exercise the powers and authority conferred upon it by the Tenancies and Rent Control Act.

Agreement as to repairs 11. Nothing hereinabove contained shall preclude any agreement being entered into between a landlord and a tenant providing for the carrying out of repairs to any premises to which the provisions of this Act shall apply.

Period of non-payment of rent. 12. Unless the Tribunal otherwise determines, where premises are damaged by hurricane to such an extent so as to render the premises untenable, a tenant of same shall not be liable for payment of rent in

respect of such premises while it remains in the untenable condition and any rent paid by the tenant, shall be recoverable by him from the landlord, upon an application for an order to that effect being made to the Tribunal.

13. Notwithstanding anything contained in any law, no notice to quit any premises to which this Act applies, whether issued prior to or after the commencement of this Act shall have any effect whatsoever if the notice to quit has been served within twelve months of the occurrence of a hurricane, provided that where the Tribunal is satisfied that the circumstances which gave rise to the notice to quit would warrant an order or decision for the recovery of possession or for the ejectment of a tenant under the provisions of section 33(1)(c), (d), (f), (g), (h), (j), (k), (l), (m), or (o) of the Tenancies and Rent Control Act, the Tribunal may make such order as it deems fit.

Notice to quit.

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14. An appeal shall lie from any decision of the Tribunal in the exercise of their functions under this Act, and the appeal shall be governed by and in accordance with provisions of the Tenancies and Rent Control Act relating to matters or appeal.

Appeal.

Ch. 54:72.

SCHEDULE

**TENANCIES AND RENT CONTROL
(HURRICANE EMERGENCY) ACT, (Ch.54:73)**

(Section 3)

NOTICE

TO:

.....

..... months having expired from the date of the occurrence of a hurricane which caused damage to the premises situate at No..... in the Parish of in the State of Dominica of which said premises you are the Landlord, and your not having commenced repairs to the said premises to date.

TAKE NOTICE that you are requested to commence the carrying out of repairs to the said premises within 30 days of the date hereof. And please take further notice that should you fail to comply with the request contained in this notice, the provisions of section 4 of the Tenancies and Rent Control (Hurricane Emergency) Act may be invoked.

Dated the day of, 19.....

.....

Tenant.
