

LAND TENANTS (SECURITY OF TENURE) ACT

CHAPTER 59:54

Act
11 of 1981
Amended by
15 of 1983
10 of 2010

Current Authorised Pages

<i>Pages (inclusive)</i>	<i>Authorised by L.R.O.</i>
<i>1-8</i>	
<i>9-10</i>	
<i>11-14</i>	
<i>15-16</i>	
<i>17-22</i>	
<i>23-30</i>	
<i>31-34</i>	

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

2 **Chap. 59:54** *Land Tenants (Security of Tenure)*

Index of Subsidiary Legislation

	<i>Page</i>
Land Tenants (Security of Tenure) (Rent Review) Order (LN 103/1992) ...	17
Land Tenants (Security of Tenure) (Rent Review) Regulations (LN 102/1992) ...	18
Land Tenants (Security of Tenure) (Forms and Notices) Regulations (LN 35/1982)	22

Note on Act No. 25 of 2005

Section 13 of the Caroni (1975) Limited and Orange Grove National Company Limited (Divestment) Act, 2005 (Act No. 25 of 2005) provides as follows:

“Non-application of certain Acts Ch. 59:53, Ch. 59:54 and Ch. 57:05.

13. (1) Subject to subsection (2) from the appointed day, the Agricultural Small Holdings Tenure Act, the Land Tenants (Security of Tenure) Act and the State Lands (Regularisation of Tenure) Act, shall not apply to the real estate undertakings vested in the State.

(2) This Act shall not operate to extinguish or otherwise derogate from any rights, benefits, legitimate expectations or real estate undertakings already acquired by or vested in any tenant or squatter under the Acts listed in subsection (1).”.

Note on Section 5A

The Rent Restriction Act expired on 23rd February 2002 and had not, up to the time of the printing of the Second Supplement, been re-enacted.

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

CHAPTER 59:54

LAND TENANTS (SECURITY OF TENURE) ACT

ARRANGEMENT OF SECTIONS

SECTION

1. Short title.
Inconsistency of Sections 4 and 5 of Constitution.
2. Interpretation.
3. Application of Act.
4. Conversion of tenancies to statutory leases.
5. Terms and conditions of statutory leases.
- 5A. Review of rent.
- 5B. Excess rent paid not recoverable.
6. Option for renewal.
7. Landlord's redress for non-payment of rent.
8. Agreement as to tenant's rights of compensation at any time.
9. Option to purchase.
10. Tenant's right to assign or sublet.
11. Jurisdiction of the Land Commission.
12. Appeal.
13. Offence and penalty.
14. Service of notices.
15. Where landlord cannot be found.
16. Agreement relating to the erection of buildings to be void unless
in writing.
17. Discharge of mortgages, etc.
- 17A. Commission to direct execution of memorandum.
18. Regulations.
19. Savings.
20. Rules of Court.

CHAPTER 59:54**LAND TENANTS (SECURITY OF TENURE) ACT**

11 of 1981. **An Act relating to the security of tenure of Land Tenants.**

Commencement. [1ST JUNE 1981]

Preamble. WHEREAS it is enacted by subsection (1) of section 13 of the Constitution, that an Act of Parliament to which that section applies may expressly declare that it shall have effect even though inconsistent with sections 4 and 5 of the Constitution and, if any Act does so declare, it shall have effect accordingly:

And whereas it is provided by subsection (2) of the said section 13 of the Constitution that an Act of Parliament to which that section applies is one the Bill for which has been passed by both Houses of Parliament and at the final vote thereon in each House has been supported by the votes of not less than three-fifths of all members of that House:

And whereas it is necessary and expedient that the provisions of this Act shall have effect notwithstanding sections 4 and 5 of the Constitution.

Short title. **1.** (1) This Act may be cited as the Land Tenants (Security of Tenure) Act.

Inconsistency of sections 4 and 5 of Constitution. (2) This Act shall have effect even though inconsistent with sections 4 and 5 of the Constitution.

Interpretation. [15 of 1983]. **2.** In this Act unless the context otherwise requires—
“agricultural land” has the meaning assigned to it by section 2 of the Agricultural Small Holdings Tenure Act;

Ch. 59:53. “appointed day” means the date of coming into operation of this Act;

“chattel house” includes a building erected by a tenant upon land comprised in his tenancy with the consent or acquiescence of the landlord and affixed to the land in such a way as to be incapable of being removed from its site without destruction;

“existing tenancy” means a tenancy to which the Act applies as subsisting immediately before its conversion to a statutory lease by section 4;

“Land Commission” or “Commission” means the Land Commission to be established by the Land Registration Act; but if on the passing of this Act the Land Registration Act has not yet come into operation then, until the coming into operation of that Act, all references in this Act to the Land Commission shall be construed, *mutatis mutandis*, as references to the High Court or a Judge thereof; 24 of 1981.

“landlord” means any person who under a contract of tenancy is, as between himself and the tenant for the time being, entitled to receive the rents and profits of the land, and includes his successors in title;

“Minister” means the Minister to whom responsibility for the administration of Housing is assigned;

“statutory lease” means a statutory lease into which an existing tenancy has been converted by section 4;

“tenant” means any person entitled in possession to land under a contract of tenancy whether express or implied, and whether the interest of such person was acquired by original agreement or by assignment or by operation of law or otherwise; and includes a tenant at will and a tenant at sufferance and “tenancy” shall be construed accordingly.

3. (1) Subject to subsection (2), this Act applies to tenancies in respect of land in Trinidad and Tobago on which at the time specified in section 4(1) a chattel house used as a dwelling is erected or a chattel house intended to be used as a dwelling is in the actual process of being erected. Application of Act.

(2) This Act does not apply to—

(a) a tenancy of agricultural land;

(b) a tenancy of land owned by a local authority as defined in section 2 of the Statutory Authorities Act; Ch. 24:01.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

6

Chap. 59:54 *Land Tenants (Security of Tenure)*

- (c) a tenancy of land owned by the Borough of Point Fortin;
- (d) a tenancy of land vested in the Tobago House of Assembly;
- (e) a tenancy of land, the unexpired term of which exceeds 30 years on the appointed day.

(3) This Act shall not bind the State.

Conversion of tenancies to statutory leases. [15 of 1983 10 of 2010].

4. (1) Notwithstanding any law or agreement to the contrary but subject to this Act, every tenancy to which this Act applies subsisting immediately before the appointed day shall as from the appointed day become a statutory lease for the purposes of this Act.

(2) A statutory lease shall be a lease for thirty years commencing from the appointed day and, subject to subsection (3), renewable by the tenant for a further period of thirty years.

(3) In order to exercise the right of renewal conferred by subsection (2), the tenant shall serve on the landlord a written notice of renewal on or before the expiration of the original term of the statutory lease.

(4) Upon service of the notice by the tenant under subsection (3), the statutory lease shall be deemed to be renewed for a period of thirty years subject to the same terms and conditions and to the same covenants, if any, as the original term of the statutory lease but excluding the option for renewal.

(5) Nothing in this section shall operate so as to affect any mortgage, charge or security existing at the appointed date upon any land the subject matter of a statutory lease and such mortgage, charge or security shall attach to the statutory lease.

Terms and conditions of statutory leases. [15 of 1983].

5. (1) The terms and conditions of any existing tenancy converted into a statutory lease by section 4 shall, subject to this section, be incorporated in the statutory lease as terms and conditions in such lease.

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

(2) On the conversion of an existing tenancy into a statutory lease, any term or condition of such tenancy inconsistent with the terms and conditions of a statutory lease set out in this section, or with any other provisions of this Act, shall be void to the extent of such inconsistency.

(3) Notwithstanding any other law, the rent under a statutory lease shall be the rent which was payable in respect of the land immediately prior to the appointed day or as varied under section 5A.

(3A) The rent payable under this Act shall be paid by the tenant annually either in advance or as otherwise agreed by the parties.

(3B) A tenant shall not be required to pay to the landlord any fine, premium or other like sum or to give any consideration in addition to the rent as a condition of the grant, renewal or continuance of a tenancy or a statutory lease.

(4) If the rent payable or any part thereof is in arrear for six months the landlord may apply to the Land Commission for redress and—

- (a) where the chattel house erected on the land is of a type such as is expressly included within the meaning of “chattel house” in the definition of this expression in section 2, the Land Commission may, subject to section 7(3), order the termination of the statutory lease and grant the landlord possession of the land subject to the payment by the landlord to the tenant of compensation for the chattel house assessed by the Land Commission under section 7;
- (b) where the chattel house erected on the land is not of such a type, the Land Commission may make an order for the termination of the statutory lease, for the tenant’s eviction from the land and for the removal of the chattel house from the land by the tenant.

(5) The tenant shall have an option to purchase the land at any time during the term of the statutory lease at a price not exceeding fifty per cent of the open market value of the land without the chattel house ascertained at the date of the service on the landlord of notice of purchase under section 9(1).

(6) (a) The landlord and the tenant may agree for payment of the purchase price to be made by instalments and in that event the statutory lease shall continue in force and the rents continue to be payable until the final instalment of the purchase price is paid.

(b) Such memorandum of the agreement as may be prescribed by Regulations under section 18 shall be deposited with the Land Commission.

(c) The landlord shall have the same powers of enforcing the payment of instalments as are conferred on him by subsection (4) for enforcing the payment of rent, and subject to any Regulations made under section 18, the Land Commission shall have power, on the application of the landlord, to make such Orders as may be necessary or expedient for enforcing the agreement between the parties.

(7) (a) A tenant who purchases the land under subsection (5) shall not, before the expiration of five years from the date of the purchase, be entitled to sell the land to any person other than the State at a price exceeding fifty per cent of the open market value ascertained at the date of the agreement for sale.

(b) A tenant who purchases land under subsection (6) shall not, save with the landlord's consent, sell the land to any person other than the State before completion of payment of the purchase price unless the purchase price exceeds the unpaid balance of the purchase price and a portion of the purchase price equal to such unpaid balance is paid directly by the purchaser to the landlord.

(c) The Registrar General shall not register any transfer of the interest of a tenant made in contravention of this subsection.

(8) A tenant has the right to assign or sublet with the consent of the landlord whose consent shall not be unreasonably

withheld; but the rent payable by any subtenant shall not exceed the rent payable by the tenant to the landlord under this Act.

***5A.** (1) The Land Commission may on the application of a landlord or a tenant review the rent in respect of land to which this Act applies in any area for which a Rent Assessment Board has been constituted under the Rent Restriction Act.

Review of rent.
[15 of 1983].

Ch. 59:50.

(2) Until the Land Commission is appointed, rent may be reviewed by the Rent Restriction Boards for their respective areas and such Boards shall exercise the powers of the Land Commission under this section.

(3) For the purpose of the review of rent the Minister shall by Order specify the matters to which the Land Commission or the Rent Assessment Boards, as the case may be, shall have regard in undertaking a review.

(4) An Order of the Minister under this section is subject to affirmative resolution of the House of Representatives.

(5) A review under this section shall be conducted in accordance with procedures provided for in Regulations made by the Minister under section 18.

5B. Rents paid in excess of any amounts payable under this Act are not recoverable.

Excess rent paid
not recoverable.
[15 of 1983].

6. Where under section 4 a tenant has an option for renewal of his lease and gives notice of renewal under section 4(3), the rights and obligations of the landlord and the tenant arising from the notice shall enure for the benefit of and be enforceable against them, their executors, administrators and assigns to the like extent (but no further) as rights and obligations arising under a binding contract for sale freely entered into between the landlord and the tenant; and accordingly references to the tenant and the landlord in relation to matters arising out of any such notice shall include their respective executors, administrators and assigns.

Option for
renewal.

7. (1) Where a landlord applies to the Land Commission pursuant to section 5(4)(a) the Commission shall assess the

Landlord's
redress for non-
payment of rent.

*See Note on page 2.

amount of compensation to be paid by the landlord to the tenant for the chattel house at a sum equivalent to the price of the open market value of the chattel house and may make such orders in the circumstances as may be just.

(2) Where pursuant to section 5(4) the Land Commission makes an order for possession in favour of the landlord, the title of the landlord thereby conferred shall be subject to any existing subtenancy.

(3) Subject to such Regulations as may be made under section 18, an Order made against a tenant under section 5(4) shall be conditional on the failure of the tenant, within a period of 30 days of the Order or such of the period as may be prescribed, to pay all arrears of rent, and if the tenant satisfies the Commission in the prescribed manner that all arrears of rent have been paid within such period, the Commission shall cancel the Order.

(4) (a) The open market value for the purposes of subsection (1) shall be determined by the Land Commission as if the chattel house alone were available for sale on the open market at the relevant date in vacant possession and free from encumbrance.

(b) In this subsection “relevant date” means the date of the application to the Land Commission pursuant to section 5(4).

Agreement as to tenant’s rights of compensation at any time.

8. Nothing in this Act precludes the landlord and the tenant from entering into an agreement for the surrender by the tenant, in consideration of an agreed sum to be paid to him by the landlord, of his right to compensation in respect of the chattel house.

Option to purchase.

9. (1) In order to exercise the option to purchase conferred by section 5(5), the tenant shall, in the prescribed manner, serve a written notice on the landlord of his desire to purchase the land and, where to his knowledge the land is mortgaged, shall at the same time notify the mortgagee in writing and, subject to the provisions of this Act, the landlord shall be bound to make to the tenant, and the tenant to accept, at the price and conditions so

provided, a grant of the land free from the landlord's encumbrances, if any, and save as aforesaid the landlord shall not be bound to convey to the tenant any better title than that which he has.

(2) Where a tenant gives the landlord notice, in accordance with this Act, of his desire to purchase the land, the landlord shall, within two months of the notice, give to the tenant a notice in reply stating whether or not the landlord admits the tenant's right to purchase the land (subject to any question as to the correctness of the particulars given in the tenant's notice) and if the landlord does not admit the tenant's right, the notice shall state the grounds on which it is not admitted and thereupon either party may apply to the Land Commission to determine the matter.

(3) Where the landlord fails to reply within two months of the giving of the tenant's notice, the tenant may apply to the Land Commission with a view to the enforcement of his right to purchase the land.

(4) Where the landlord admits the tenant's right and upon the expiration of three months from the service of the notice the tenant and the landlord have not reached agreement as to the open market value or where the landlord cannot be found in order to reach an agreement as to the open market value then the same shall be referred to the Land Commission by the tenant or the landlord, as the case may be, to determine the open market value and the determination of the Commission shall be binding and enforceable against the parties.

(5) The open market value for the purposes of subsection (4) shall be determined by the Land Commission as if the land were available for sale on the open market with vacant possession at the relevant date.

(6) In subsection (5) "relevant date" means the date of service of a notice to purchase under subsection (1).

(7) In its determination under subsection (4), the Land Commission may order the payment of the purchase price in such instalments and on such conditions including interest and security for payment as it sees fit and if the tenant fails to pay three

successive instalments the landlord may refer the matter to the Land Commission which may make such order as it sees fit.

(8) Where the parties agree as to the open market value, that agreement shall be binding and enforceable against the parties.

(9) The provisions of section 6 shall apply to the rights and obligations of the landlord and the tenant arising out of the service of a notice for purchase under subsection (1) as they apply to such rights and obligations arising out of the service of a notice of renewal under section 4(3).

(10) In the event of any default by the landlord or the tenant in carrying out the obligations arising from a notice under subsection (1), the other of them shall have the like rights and remedies as in the case of a binding contract for sale.

Tenant's right
to assign or
sublet.

10. (1) A tenant who wishes to exercise his right pursuant to section 5(8) shall serve on the landlord an application in writing for the landlord's consent.

(2) Within one month of receipt of the application, the landlord shall serve on the tenant notice in writing of his consent or refusal and, in the case of refusal, the reasons therefor.

(3) Where the landlord fails to serve notice in accordance with subsection (2) within the period therein mentioned, he shall be deemed to have consented to the application.

(4) A tenant who is aggrieved by a refusal may apply to the Land Commission which may dispense with the landlord's consent unless it appears to the Commission that the refusal is reasonable.

Jurisdiction
of the Land
Commission.

11. (1) The Land Commission shall have jurisdiction to hear and determine all questions and claims between a landlord and a tenant relating to the purchase price of a chattel house or of the land on which a chattel house is erected and all matters in dispute whether of law or fact between a landlord and a tenant capable of settlement under this Act irrespective of the value of the house or land and to make such order as may be necessary to give effect to any provision of this Act.

(2) In any proceedings falling within the jurisdiction of the Land Commission under the provisions of this Act, the costs of the proceedings shall be in the discretion of the Commission.

12. (1) There shall be a right of appeal to the Court of Appeal against the whole or any part of any decision of the Land Commission on any question of law.

(2) Every such appeal shall be made by giving notice of appeal within six weeks after the date of the decision appealed against.

(3) In its determination of any appeal the Court of Appeal may confirm, modify, or reverse the decision or any part of the decision appealed against.

(4) The rules of practice and procedure governing appeals to the Court of Appeal in civil matters shall apply to appeals from the Land Commission under this Act.

13. (1) Any person who in any manner, direct or indirect, knowingly makes or attempts to make any representation to the Land Commission which he knows to be false or does not believe to be true, the onus of proof as to his knowledge or belief being upon him whereby the Land Commission may or might be misled in any matter relating to its jurisdiction is liable on summary conviction before a Magistrate to a fine of five thousand dollars or to imprisonment for a term of one year.

Offence and
penalty.
[15 of 1983].

(2) A landlord who receives rent in excess of the rent payable under this Act is liable on summary conviction before a Magistrate—

(a) where the landlord is an individual, to a fine of five thousand dollars or imprisonment for a term of one year; or

(b) where the landlord is a corporation, to a fine of ten thousand dollars.

14. (1) Any notices or documents required to be served on any person may be served by delivering it to that person, or by

Service of
notices.

leaving it at his usual or last known place of abode or business, or by posting it by registered letter addressed to him at his usual or last known place of abode or business, and if so posted, it shall be deemed to have been served at the time when the registered letter would be delivered in the ordinary course of post.

(2) If the person is absent from Trinidad and Tobago the notice or document may be served in any such manner as aforesaid on his agent in Trinidad and Tobago. If he is deceased the notice may be served in any such manner as aforesaid on his personal representative.

(3) If the person has no known agent in Trinidad and Tobago or is deceased and has no personal representative, the notice or document may be served in such manner as may be directed by the Land Commission.

Where landlord cannot be found.

15. Where a tenant having a right under this Act to purchase the land is unable to give notice of his desire to purchase the land because the person to be served with the notice cannot be found, or his identity cannot be ascertained then, on an application made by the tenant, the Land Commission may give such directions to the applicant concerning the giving of the notice and upon the applicant's compliance therewith the Land Commission may make such order as it thinks fit with a view to the land being vested in the tenant, his executors, administrators or assigns for the like estate and on the like terms (so far as the circumstances permit) as if he had at the date of his application to the Land Commission given notice of his desire to purchase the land.

Agreement relating to the erection of buildings to be void unless in writing.

16. From and after the commencement of this Act any agreement between a landowner and another person whereby such other person erects or agrees or undertakes to erect a building which is incapable of removal without destruction on the land of such landowner shall be void unless the agreement is in writing and expressly defines the rights of the parties in respect of the building.

Discharge of mortgages, etc.

17. (1) Subject to subsection (2) a conveyance executed to give effect to section 9(1) shall, as regards any charge on the

landlord's land (however created or arising) to secure a mortgage not being a mortgage subject to which the conveyance is to be made or which would be overreached apart from this section, be effective by virtue of this section to discharge the land from the mortgage and from the operation of any order made by a Court for the enforcement of the mortgage and shall do so without the persons entitled to or interested in the mortgage or in any such order becoming parties to or executing the conveyance.

(2) Where in accordance with subsection (1) the conveyance to a tenant will be effective to discharge the land from a mortgage, the tenant shall deposit with the Land Commission the price payable for the land and shall notify the mortgagee of such payment.

(3) The Land Commission shall apply the price deposited under subsection (2) towards the redemption of any such mortgage and, if there is more than one, then according to the priorities.

(4) For the purposes of determining the amount payable in respect of any mortgage under this section a person entitled to the benefit of a mortgage to which this section applies shall not be permitted to exercise any right to consolidate that mortgage with a separate mortgage on other property.

(5) On the application of a mortgagee to which the section applies, the Land Commission may make such order as may be just and equitable, having due regard to the interests and circumstances of both the landlord and the mortgagee, for the purpose of mitigating any hardship imposed on the mortgagee by the provisions of this section, including an order requiring the landlord to give further security for the mortgage debt so as to compensate for the loss of security resulting from the application of this section.

17A. (1) Where a landlord or a tenant fails or refuses to execute a memorandum of statutory lease as required under this Act, an application may be made to the Land Commission to settle the terms of a memorandum in accordance with this Act and where necessary the Commission may give directions for the execution

Commission
to direct
execution of
memorandum.
[15 of 1983].

of the same by the landlord and the tenant and in default by some person designated by the Land Commission.

(2) A memorandum executed according to the provisions of this section is registrable as a Deed pursuant to the provisions of the Registration of Deeds Act.

Ch. 19:06.

Regulations.
[15 of 1983].

18. Subject to affirmative resolution of Parliament, the Minister may make any Regulations necessary or expedient for carrying out the purposes of this Act and for prescribing anything to be prescribed under this Act.

Savings.

19. (1) Save as hereinbefore provided nothing in this Act is intended to avoid any agreement in writing between a landlord and a tenant with respect to a chattel house.

Ch. 58:02.

(2) Nothing in this Act shall be construed as derogating from or abridging any provision of the Alien's (Landholding) Act.

Rules of Court.
[15 of 1983].
Ch. 4:01.

20. Rules of Court may be made by the Rules Committee under section 77 of the Supreme Court of Judicature Act, for regulating the practice and procedure in respect of proceedings of any kind under this Act.

SUBSIDIARY LEGISLATION

**LAND TENANTS (SECURITY OF TENURE)
(RENT REVIEW) ORDER**

103/1992.

made under section 5A

1. This Order may be cited as the Land Tenants (Security of Tenure) (Rent Review) Order. Citation.

2. In this Order “Board” means a Rent Restriction Board constituted under section 5 of the Rent Restriction Act. Interpretation.
Ch. 59:50.

3. In undertaking a review of rent a Board shall take cognisance of the following: Review
of rent.

- (a) the general state of the market and the value of the land within the locality;
- (b) the nature and cost of improvements to the land;
- (c) improvements to the facilities and amenities of the premises or improvements in the locality from which the tenant derives benefit not being improvements for necessary maintenance or drainage;
- (d) property taxes and current interest rates;
- (e) length of occupation of the tenant upon the land;
- (f) specific use of the land made by the tenant during his occupation; and
- (g) any other factors that a Board may think relevant to the application before it.

**LAND TENANTS (SECURITY OF TENURE)
(RENT REVIEW) REGULATIONS**

ARRANGEMENT OF REGULATIONS

REGULATION

1. Citation.
2. Interpretation.
3. Application for review of rent.
4. Application to be filed.
5. Service of application.
6. Hearing of the application.
7. Issuing of certificate.
8. Power of the Board.

SCHEDULE.

**LAND TENANTS (SECURITY OF TENURE)
(RENT REVIEW) REGULATIONS**

102/1992.

made under section 18

1. These Regulations may be cited as the Land Tenants (Security of Tenure) (Rent Review) Regulations. Citation.

2. In these Regulations— Interpretation.
“the Act” means the Land Tenants (Security of Tenure) Act; Ch. 59:54.
“Board” means a Rent Assessment Board constituted under section 5 of the Rent Restriction Act; Ch. 59:50.
“Chairman” means a chairman of a Rent Assessment Board;
“other party” means either the landlord or his agent, or the tenant, as the case may be;
“Secretary” means a secretary of a Rent Assessment Board.

3. An application for a review of rent pursuant to section 5A of the Act shall be made to the relevant Board having jurisdiction over the area within which the land is located and such application shall be made on the prescribed form as set out in the Schedule. Application for review of rent. Schedule.

4. An application shall be filed with the Secretary of the relevant Board at the offices of that Board together with as many copies as there are parties to be served, upon payment of an application fee of five dollars. Application to be filed.

5. A copy of the application shall be served upon the other party at least four clear days before the date fixed for hearing of the application and may be served by leaving the same at, or sending the same by registered post to, the address of the other party. Service of application.

6. (1) At the hearing of the application, the Board shall proceed to hear and receive evidence tendered by either the landlord or the tenant. Hearing of the application.

(2) No affidavit in support of any application shall be used, except by leave of the Board.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

20

Chap. 59:54 *Land Tenants (Security of Tenure)*

[Subsidiary]

Land Tenants (Security of Tenure) (Rent Review) Regulations

Issuing of certificate.

7. The Board shall, upon making a decision on an application, issue a certificate to the applicant, the contents of which shall contain the decision of the Board signed by the Chairman or Secretary, and a copy shall be delivered by the Secretary to the other party.

Power of the Board.

8. The Chairman shall have the power of a Judge of a Petty Civil Court, in respect of the summoning of witnesses and the production of documents in determining an application for a review of rent.

Regulation 3.

SCHEDULE

LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

APPLICATION FOR A REVIEW OF RENT

- 1. Applicant (landlord/tenant)*
- 2. Name of tenant
- 3. Address of tenant
.....
- 4. Address and description of land† and house thereon†
.....
.....
- 5. Date of commencement of tenancy
- 6. Name of landlord
- 7. Address of landlord

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

- 8. Rent paid upon commencement of tenancy
- 9. Rent paid currently
- 10. Reasons for requiring rent increase/decrease*
-
-
-
-

.....
Landlord or Landlord's Agent

.....
Tenant

* Delete as applicable.

† State area of land and describe dwelling house thereon and condition of land.

[Subsidiary]

35/1982.

**LAND TENANTS (SECURITY OF TENURE)
(FORMS AND NOTICES) REGULATIONS**

made under section 18

Citation and commencement.

1. These Regulations may be cited as the Land Tenants (Security of Tenure) (Forms and Notices) Regulations, and shall come into operation on the 15th day of March, 1982.

Interpretation.

2. In these Regulations—

Schedule.

(a) a “Form” referred to by number means the Form so numbered in the Schedule;

(b) “Notice” means a written notice.

Memorandum of lease.

3. (1) At any time during the continuance of a statutory lease either the landlord or the tenant may require the tenant or landlord to sign a memorandum of such lease setting out the terms and conditions thereof.

(2) Every such memorandum of lease shall be prepared in the Form prescribed by regulation 4 and shall be signed by the landlord and the tenant or their agents acting in that behalf and attested before a Justice of the Peace.

(3) Upon execution of such memorandum of lease in accordance with this regulation the landlord shall deliver a signed duplicate thereof to the tenant.

(4) Every landlord or tenant who, on being required to do so refuses, without reasonable cause, to sign or cause to be signed on his behalf any original or duplicate of such memorandum of lease referred to in this regulation is guilty of a summary offence and is liable to a fine of five hundred dollars.

Forms.

4. (1) In this regulation “section” means a section of the Act.

Schedule.

(2) The forms in the Schedule, or forms substantially to the like effect, shall be used for the following purposes:

(a) memorandum of statutory lease for the purpose of regulation 3—Form 1;

- (b) memorandum of agreement under section 5(6) (Memorandum of Agreement to purchase land)—Form 2;
- (c) tenant's notice under section 9(1) [Notice in exercise of option to purchase land conferred by section 5(5)]—Form 3;
- (d) tenant's notification under section 9(1) (Notification to Mortgagee of the service on landlord of notice in exercise of tenant's option to purchase land)—Form 4;
- (e) landlord's notice under section 9(2) (Notice in reply to tenant's notice in exercise of option to purchase land)—Form 5;
- (f) tenant's notice under section 4 (Notice of renewal of statutory lease)—Form 6;
- (g) tenant's application under section 10(1) (Application for landlord's consent to an assignment or subletting)—Form 7;
- (h) landlord's notice under section 10(2) (Notice of consent to or refusal of assignment or subletting)—Form 8.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

24

Chap. 59:54 *Land Tenants (Security of Tenure)*

[Subsidiary]

Land Tenants (Security of Tenure) (Forms and Notices) Regulations

SCHEDULE

FORM 1

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

**FORM OF MEMORANDUM OF STATUTORY LEASE
REQUIRED BY REGULATION 3**

REPUBLIC OF TRINIDAD AND TOBAGO

**MEMORANDUM OF STATUTORY LEASE SIGNED PURSUANT TO
REGULATION 3(1) OF THE LAND TENANTS (SECURITY OF
TENURE) (FORMS AND NOTICES) REGULATIONS.**

1. Name of landlord
2. Address of landlord
3. Occupation of landlord
4. Name of tenant
5. Address of tenant
6. Occupation of tenant
7. Date of commencement of statutory lease: 1st June, 1981.
8. Term of lease: thirty years commencing from the 1st June, 1981.
9. Value of land without taking into account the chattel house thereon
.....
10. Rent [calculated in accordance with section 5(3) of the Land Tenants (Security of Tenure) Act.]: \$ per annum/month* payable in advance/arrears and subject to right of distress for non-payment of rent due and unpaid.
11. Date rent due
12. Where land is situated
13. Area (and measurement) of land
14. Boundaries of land

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

- 15. Right of renewal The tenant has a right of renewal of the lease subject in accordance with section 4 of the Act to service by tenant upon the landlord of a notice of such renewal at least six months before expiration of the existing term, such renewal to be for a term of thirty years subject to the same terms and conditions and to the same covenants (if any) of the lease save a right of renewal.

- 16. Option to purchase Option to purchase at a price not exceeding fifty per cent of the open market value of the land without the chattel house but subject to service by the tenant on the landlord and mortgagee (if any) of notice to purchase in accordance with sections 5 and 9 of the Act, such market value to be ascertainable as at date of service of notice.

- 17. Landlord's redress for non-payment of rent in arrears for six months Landlord may apply to the High Court/Land Commission* for redress under sections 5 and 7 of the Act.

- 18. Right to assign or sublet The tenant to have a right to assign or sublet with the consent of the landlord on application in writing under sections 5(8) and 10 of the Act.

- 19. Service of notices, etc. Either by delivery personally to the addressee or by leaving it at his usual or last known place of abode or business, or by posting it by registered letter addressed to him at his usual or last known place of abode or business.

Signature of landlord

Signature of tenant

Signature of attesting witness

*Delete where inapplicable.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

26

Chap. 59:54 *Land Tenants (Security of Tenure)*

[Subsidiary]

Land Tenants (Security of Tenure) (Forms and Notices) Regulations

FORM 2

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

**FORM OF AGREEMENT TO PURCHASE LAND
BY INSTALMENTS**

REPUBLIC OF TRINIDAD AND TOBAGO

**AN AGREEMENT PURSUANT TO SECTION 5(6) OF
THE LAND TENANTS (SECURITY OF TENURE) ACT**

An Agreement made this day of in the year
of Our Lord Two Thousand and
Between
of
(hereinafter called "the Vendor") of the one part
and
of
(hereinafter called "the Purchaser") of the other part.

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Vendor will sell and the Purchaser will buy the fee simple in possession of *all that* land hereinafter referred to as "the land" comprising (area or approximate area) and being (description) situate at in the Ward of in the Island of which the Purchaser holds of the Vendor under a statutory lease under the Land Tenants (Security of Tenure) Act, Ch. 59:54 of the Laws of Trinidad and Tobago. The land is sold free from all landlord's encumbrances.
2. The purchase price shall be dollars of which the sum of dollars by way of deposit is now paid to the Vendor (the receipt of which the Vendor acknowledges) and the balance of the purchase money shall be paid by equal monthly/half yearly/yearly instalments of dollars each the first of such instalments to be paid on the day of next and the subsequent instalments to be paid on their due dates until payment of the whole purchase money has been made. Until the final instalment of the purchase price shall have been paid the purchaser shall continue to pay the rent payable pursuant to the terms and conditions of the statutory lease.
3. The Purchaser may at any time on giving seven days' previous notice in writing to the Vendor or to his Attorney-at-law or agent, pay off the entire balance of the purchase money for the time being remaining due.

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

4. On payment of the balance of the purchase money the Vendor shall execute a conveyance to the Purchaser of the land sold to be prepared and perfected by and at the expense of the Purchaser and the engrossment left at the office of the Vendor's Attorney-at-law for execution by the Vendor at least seven days before the payment of the final instalment of the purchase money.

5. The said conveyance shall be in such form as may be mutually agreed between the parties.

6. If the Purchaser shall make default in payment of instalments payable under this Agreement after the date fixed for payment of the same or after demand, as the case may be, the landlord may in accordance with the provisions of the Land Tenants (Security of Tenure) Act, apply to the High Court/Land Commission for redress.

As witness our hands the day and year first hereinabove written.

Signed by the above-named

.....
Name of Vendor

.....
Signature of Vendor

.....
In the presence of

Signed by the above-named

.....
Name of Purchaser

.....
Signature of Purchaser

.....
In the presence of

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

28

Chap. 59:54 *Land Tenants (Security of Tenure)*

[Subsidiary]

Land Tenants (Security of Tenure) (Forms and Notices) Regulations

FORM 3

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

**TENANT'S NOTICE UNDER SECTION 9(1) OF THE ACT
TO PURCHASE LAND**

To
(Name and address of landlord)

Take Notice that I, the undersigned being tenant of the land described in the Schedule hereto on which a chattel house is erected, desire to purchase the said land in the exercise of the right conferred by the Land Tenants (Security of Tenure) Act.

The particulars on which I rely are set out in the Schedule to this notice.

2. You are required within two months of the service of this notice to reply by notice in writing on the prescribed form stating whether or not you admit my right to purchase the land (subject to any question as to the correctness of the particulars given in this Notice) and, if you do not admit my right, stating the grounds upon which you do not admit the same.

3. I have notified

.....
(Here state name and address of mortgagee)

of the service of this notice upon you.

4. If you fail to reply to this notice within two months of service thereof upon you I intend to apply to the Land Commission/High Court* with a view to the enforcement of my right to purchase the land.

Dated the day of, 20.....

SIGNED (Tenant)

..... (Address)

The name and address of my Attorney-at-law or agent to whom further communications may be sent is

.....
.....

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

SCHEDULE

1. Particulars of the house and land sufficient to identify the property to which the notice extends

2. The prescribed value or the estimated open market value of the land at the date of this notice is \$

3. If a Memorandum of Lease has been signed pursuant to Regulation 3(1) particulars to identify such Memorandum

4. The date on which the tenant acquired the tenancy

NOTES—

1. The landlord must serve a notice in reply in Form 5 within two months of service on him of this notice. If the landlord does not admit the tenant's right to purchase the land the notice in reply must state the grounds on which it is not admitted.
2. Any landlord whose interest is subject to a mortgage or other charge to secure the payment of money should on his receipt of this notice inform the mortgagee or person entitled to the benefit of the charge.
3. "Land" to be included in the notice includes any garage, outhouse, garden, yard and appurtenances which at the time of the notice are let to the tenant with the chattel house and are occupied with and used for the purposes of the house or any part of it by the tenant.

*Delete where inapplicable.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

30

Chap. 59:54 Land Tenants (Security of Tenure)

[Subsidiary]

Land Tenants (Security of Tenure) (Forms and Notices) Regulations

FORM 4

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

NOTIFICATION TO MORTGAGEE UNDER SECTION 9(1) OF THE ACT

To (Name of Mortgagee)

of (Address of Mortgagee)

This is to notify you that I, the undersigned, being tenant of land described in the Schedule to the notice enclosed herewith, did on the day of 20..... serve a written notice of my desire to purchase the said land on

..... the landlord of the said land by—

- (a) delivery of the said notice to him personally*
(b) leaving it at the usual/last known/place* of abode of the said
(Name of Landlord)

that is to say at (Address of place of abode of landlord where notice was served)

- (c) leaving it at the usual/last known place* of business of the said
(Name of Landlord)

that is to say at (Address of place of business of landlord where notice was served)

- (d) posting it by registered letter addressed to him at his usual/last known/place* of abode/business.

A copy of the written notice hereinabove referred to is enclosed herewith.

Dated this day of, 20.....

Signed (Tenant)

..... (Address)

*Delete whichever is inapplicable.

FORM 5

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

**LANDLORD'S NOTICE UNDER SECTION 9(2) OF THE
ACT IN REPLY TO TENANT'S NOTICE TO
PURCHASE THE LAND**

To
(Name and Address of Tenant)

1. I have received your notice dated
claiming the right to purchase the land described in your notice in accordance with the
provisions of the Land Tenant's (Security of Tenure) Act.

*2. I admit your right (subject to any question as to the correctness of the
particulars given in your notice).

or

*3. I do not admit your right on the following grounds:

.....
.....
.....

Dated the day of, 20..... .

.....
Signature of Landlord

*Delete whichever is inapplicable.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

32 Chap. 59:54 Land Tenants (Security of Tenure)

[Subsidiary] Land Tenants (Security of Tenure) (Forms and Notices) Regulations

FORM 6

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

NOTICE UNDER SECTION 4(3) OF THE ACT OF RENEWAL OF STATUTORY LEASE

To (Name and Address of Landlord)

and all others on whom a copy of this notice may be served.

TAKE NOTICE that I, the undersigned, being tenant of the land described in the Schedule hereto, desire to have a renewal of the statutory lease of the said land in the exercise of the right conferred by section 4(3) of the Land Tenant's (Security of Tenure) Act.

The particulars on which I rely are set out in the Schedule to this notice.

Dated this day of , 20.....

Signed (Tenant)

(Address)

The name and address of my Attorney-at-law or agent*, to whom further communications may be sent is

SCHEDULE

- 1. The address of the land.
2. Description of the land sufficient to identify the land to which the notice extends

NOTE

In order to exercise the right of renewal of a statutory lease conferred by section 4 of the Act the tenant shall serve on the landlord a written notice of renewal on or before the expiration of the statutory lease.

* Delete whichever is inapplicable.

† The Commission has amended Form 6 to bring the Form in conformity with section 4(3) of the Act.

UNOFFICIAL VERSION

UPDATED TO DECEMBER 31ST 2011

FORM 7

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

**TENANT'S APPLICATION UNDER SECTION 10(1) OF
THE ACT FOR LANDLORD'S CONSENT TO AN
ASSIGNMENT OR SUBLETTING**

To
(Name of Landlord)

of
(Address of Landlord)

landlord of land situated at
(Here insert location of land)

.....
in the Ward of in the Island
of

I, the undersigned, do hereby inform you that it is my intention to
assign/sublet* the tenancy in respect of the said land to

.....
(Here insert name of proposed assignee/subtenant)

of
(Here insert address of proposed assignee/subtenant)

and I hereby pursuant to section 10(1) of the Land Tenants (Security of Tenure) Act,
apply for your consent to the said assignment/subletting*.

Dated the day of, 20.....

*Delete whichever is inapplicable.

LAWS OF TRINIDAD AND TOBAGO

MINISTRY OF LEGAL AFFAIRS

www.legalaffairs.gov.tt

34 Chap. 59:54 Land Tenants (Security of Tenure)

[Subsidiary] Land Tenants (Security of Tenure) (Forms and Notices) Regulations

FORM 8

THE LAND TENANTS (SECURITY OF TENURE) ACT, CH. 59:54

LANDLORD'S NOTICE UNDER SECTION 10(2) OF THE ACT OF CONSENT TO/REFUSAL OF ASSIGNMENT/SUBLETTING*

To (Name of Tenant)

of (Address of Tenant)

I (Name of Landlord)

of (Address of Landlord)

the landlord of all that land situate at in the Ward of in the Island of being land comprised in a statutory lease under the provisions of the Land Tenants (Security of Tenure) Act, measuring and now known as No. of which you are tenant, hereby give you notice as follows:

I consent to the assignment/subletting* of the said land

or

I refuse my consent to the assignment/subletting* of the said land on the grounds that—

Dated the day of, 20.....

Signature of Landlord

*Delete whichever is inapplicable.