

Thirteenth Kerala Legislative Assembly
Bill No. 294

**THE KERALA BUILDINGS (LEASE, STANDARD RENT AND
OTHER FACILITIES) BILL, 2014**

©
Kerala Legislature Secretariat
2014

KERALA NIYAMASABHA PRINTING PRESS.

Thirteenth Kerala Legislative Assembly
Bill No. 294

**THE KERALA BUILDINGS (LEASE, STANDARD RENT AND
OTHER FACILITIES) BILL, 2014**

1165/2014.

Thirteenth Kerala Legislative Assembly

Bill No. 294

**THE KERALA BUILDINGS (LEASE, STANDARD RENT AND
OTHER FACILITIES) BILL, 2014**

CONTENTS

Preamble

Clauses

1. Short title and commencement
2. Definitions
3. Registration of rent agreement
4. Inheritance of tenancy
5. Rent payable
6. Other charges payable
7. Revision of rent in certain cases
8. Rent Control Court to fix standard rent etc.
9. Fixation of interim rent
10. Building owner to claim or receive agreed rent, other charges, if any,
and security deposit or rent fixed by the Rent Control Court
11. Payment of rent
12. Receipt to be given for the rent paid
13. Deposit of rent by the tenant

14. Time limit for deposit of rent and consequences of incorrect particulars in the application for deposit
15. Saving as to the acceptance of rent and other charges payable and forfeiture of deposit
16. Period of tenancy
17. Duties of building owner
18. Duties of tenant
19. Cutting off or withholding essential supply or services
20. Protection against arbitrary eviction of tenants
21. Right of certain persons to recover immediate possession of the building
22. Right of members of Armed Forces to recover immediate possession of the building
23. Right of the Central Government and State Government employees to recover immediate possession of the building
24. Right of widows, persons with disability and senior citizens to recover immediate possession of the building
25. Payment of rent during the period of eviction proceedings
26. Recovery of possession for re-entry and occupation
27. Recovery of possession for repairs or re-construction and re-entry
28. Recovery of possession in case of tenancy for limited period
29. Special provision for recovery of possession in certain cases

30. Permission to construct additional structures
31. Special provision regarding vacant building sites
32. Entrustment of vacant building to the building owner
33. Constitution of Rent Control Court
34. Appointment of Valuers
35. Duties and powers of Valuer
36. Execution of orders
37. Decisions which become final not to be reopened
38. Constitution of Appellate Authority
39. Appeal
40. Costs
41. Power to remand
42. Order under the Act to be binding on sub-tenant
43. Proceedings by or against legal representatives
44. Powers of Rent Control Court and Appellate Authority
45. Penalties
46. Time within which proceedings have to be completed
47. Power to make rules
48. Exemptions
49. Protection of action taken in good faith
50. Power to remove difficulties
51. Repealing and special provisions

Thirteenth Kerala Legislative Assembly

Bill No. 294

[Translation in English of the “2014-ലെ കെരള കെട്ടിടങ്ങൾ (വാടകയും മറ്റ് സൗകര്യങ്ങളും) ബിൽ” published under the authority of the Governor]

**THE KERALA BUILDINGS (LEASE, STANDARD RENT AND
OTHER FACILITIES) BILL, 2014**

A

BILL

to regulate the leasing of buildings, to control the rent and to protect the rights of the building owners and the tenants of such buildings in the State of Kerala.

Preamble.—WHEREAS, it is expedient to regulate the leasing of buildings, to control the rent and to protect the rights of the building owners and the tenants of such buildings in the State of Kerala and for adjudication of disputes and matters connected therewith or incidental thereto;

BE it enacted in the Sixty-fifth Year of the Republic of India as follows:—

1. *Short title and commencement.*—(1) This Act may be called the Kerala Buildings (Lease, Standard Rent and Other Facilities) Act, 2014.

(2) It shall come into force at once.

2. *Definitions.*—In this Act, unless the context otherwise requires,—

(a) “Appellate Authority” means the Appellate Authority constituted or deemed to have been constituted under section 38;

(b) “building” means any building, flat or hut or part of a building or hut, let or to be let separately for residential or non-residential purposes and includes,—

(i) the gardens, grounds, wells, tanks and structures or land if any, appurtenant to such building, hut, or part of such building or hut, let or to be let along with such buildings, flat or hut;

(ii) any furniture supplied by the building owner for the use in such building, flat or hut and part of a building, flat or hut;

1165/2014.

(iii) any fittings or machinery belonging to the building owner, affixed to or installed in such building, flat or part of such building or flat and intended to be used by the tenant for or in connection with the purpose for which such building, flat or part of such building or flat is let or to be let and includes right for using common facilities in respect of flats,

but, does not include a room in a hotel or boarding house;

(c) “building owner” means a person who is receiving or is entitled to receive the rent of any building, whether on his own account or on account of or on behalf of or for the benefit of any other person or as a trustee, guardian or receiver for any other person who would so receive the rent or be entitled to receive the rent where his building is let to a tenant;

(d) “land” means a vacant land or land with building which is let or to be let for any use including the parking of vehicles or for the staking or storage facilities;

(e) “Local Self Government Institutions” means a town panchayat or a municipal council or a municipal corporation constituted under section 4 of the Kerala Municipality Act, 1994 (20 of 1994) or a Village Panchayat constituted under section 4 of the Kerala Panchayat Raj Act, 1994 (13 of 1994);

(f) “prescribed” means prescribed by rules made under this Act;

(g) “rent” means the amount paid as rent as agreed to by the building owner and the tenant under an agreement;

(h) “rent agreement” means an agreement made in writing between the building owner and the tenant as to the use and occupancy of a building for residential or non-residential purpose on the terms and conditions agreed with each other;

(i) “Rent Control Court” means a court constituted or deemed to have been constituted under section 33;

(j) “security deposit” means any payment, fee, deposit or charge to be used for any purpose including the recovery of rent defaults, repairing charges for the damage caused by the tenant or for any other item specified in the rent agreement;

(k) “standard rent” means, in relation to any building, the rent fixed by the Rent Control Court under the provisions of this Act;

(1) “tenant” means any person by whom or on whose account or on whose behalf the rent of any building, or the rent as per a special agreement, would be payable and includes,—

(i) the heir or heirs of a deceased tenant as specified in sub-section (1) of section 4; and

(ii) any person continuing in possession after expiry of the tenancy;

(m) “tenantable repairs” means the repairs which shall keep the building in the same condition in which it was let out, except for the normal wear and tear;

(n) “Valuer” means an officer appointed as such under section 34 of this Act.

3. *Registration of rent agreement.*—(1) Notwithstanding anything contained in section 107 of the Transfer of Property Act, 1882 (Central Act 4 of 1882), no person shall, after the date of commencement of this Act, let or take any place or building on rent or licence except by a written and registered rent agreement.

(2) Every agreement referred to in sub-section (1) or required to be registered under sub-section (3) shall be registered under the Registration Act, 1908 (Central Act 16 of 1908) within such period as may be prescribed and for this purpose such agreement shall be deemed to be a document for which registration is compulsory under section 17 of the said Act.

(3) Where, in relation to a rent agreement made before the date of commencement of this Act,—

(a) an agreement in writing was entered into but not registered under the Registration Act, 1908 (Central Act 16 of 1908), the building owner and the tenant shall, within four months from the date of commencement of this Act, jointly present a copy of each agreement before the registering officer for registration under the said Act;

(b) there is no written agreement, the building owner and the tenant shall enter into an agreement in writing regarding the tenancy between them and the same shall be presented for registration before the registering officer under the said Act within four months from the date of commencement of this Act;

(c) the period of tenancy stated in clause (a) and (b) expires and the tenant continues in possession, the building owner and the tenant shall enter into a written agreement regarding the tenancy between them and the said rent agreement shall be presented before the registering officer for registration within four months from the date of commencement of this Act.

4. *Inheritance of tenancy.*—(1) From the date of death of a tenant, the right of tenancy shall devolve upon his successors in the following order, namely:—

- (a) spouse;
- (b) children;
- (c) parents;
- (d) daughter-in-law, being the widow of his pre-deceased son:

Provided that the successor shall have ordinarily been living in the building with the deceased tenant as a member of his family up to the date of his death and was wholly dependent on the deceased tenant and the successor shall not own or occupy a building in the same locality.

(2) If a person, being a successor mentioned in sub-section (1) was ordinarily living in the building with the deceased tenant but was not dependent on him on the date of his death or he or his spouse or any of his dependent children is owning or occupying a residential building in the locality, such success or shall acquire a right to continue in possession as a tenant for a limited period of one year from the date of death of the tenant and on the expiry of that period or on his death, whichever is earlier, the right of such successor to continue in possession of the building shall become extinguished:

Provided that where the right of any successor to continue in possession of the building becomes extinguished, such extinguishment shall not affect the right of any other successor of the same category to continue in possession of the building and if there is no other successor of the same category, the right to continue in possession of the building shall not, on such extinguishment, pass on to any other successor.

(3) The right of every successor referred to in sub-section (1) to continue in possession of the building as a tenant shall be strictly personal to him and shall not, on the death of such successor, devolve upon any of his heirs.

(4) Nothing contained in sub-section (1) or sub-section (2) shall apply to a non-residential building and the vacant possession of such building shall be delivered to the building owner within one year,—

- (i) of the death of the tenant;
- (ii) of the dissolution of the firm, in case the tenant is a firm;
- (iii) of the winding up of the company; in case the tenant is a company;
- (iv) of the dissolution of the corporate body other than a company, in case the tenant is such a corporate body.

5. *Rent payable.*—The rent payable in relation to a building shall be,—

- (a) the rent agreed upon by the building owner and the tenant; or
- (b) the standard rent fixed by the Rent Control Court under section 8:

Provided that if the tenancy extends beyond a period of three years, the rent payable shall not be increased more than twenty per cent in every three years.

6. *Other charges payable.*—(1) A tenant shall, in addition to the rent payable, pay the following charges to the building owner, namely:—

- (a) charges for the amenities as agreed upon by the building owner and the tenant, subject to a maximum of fifteen per cent of the rent;
- (b) maintenance charges at the rate of a maximum of ten per cent of the rent payable.

(2) The building owner may, unless otherwise agreed upon, recover the charges paid by him, but payable by the tenant for the use of electricity or water or any other charges, from the tenant.

7. *Revision of rent in certain cases.*—(1) Where a building owner has, at anytime before the commencement of this Act, with or without the approval of the tenant or after the commencement of this Act, with the written approval of the tenant, incurred expenditure for any improvement, addition or structural alteration in the building, not being expenditure on decoration or tenantable repairs necessary or usual for such building and the cost of that improvement,

addition or alteration has not been taken into account in determining the rent of the building, the building owner may increase the rent per year by an amount not exceeding thirty per cent of such rent.

(2) Where a building owner intends to increase the rent of any building under sub-section (1), he shall give the tenant a notice of his intention to do so and such increase shall become due only in respect of the period of the tenancy after the expiry of thirty days from the date on which the notice is given.

(3) Every notice under sub-section (2) shall be in writing signed by or on behalf of the building owner and given in the manner provided under section 106 of the Transfer of Property Act, 1882 (Central Act 4 of 1882).

(4) Where, after the rent of a building has been fixed under the provisions of this Act or as agreed upon, there has been a decrease or diminution in the accommodation or amenities provided in such building, the tenant may claim a reduction in the rent.

8. *Rent Control Court to fix standard rent etc.*—(1) The Rent Control Court shall, on an application for the purpose under sub-section (3) of section 16 made to it in the prescribed manner, in respect of any building,—

(a) fix the standard rent for such building after holding such enquiry as it thinks fit taking into consideration all evidentiary materials produced by both the parties and also the report of the valuer; or

(b) in case of dispute, re-fix the rent as per the provisions of section 7; as the case may be.

(2) The report of the valuer under sub-section (1) shall contain the details of all the facts taken note of by the valuer while inspecting the building and the reasons for his conclusion regarding the reasonable amount of rent the building may fetch on the date of his visit and the report shall only be considered as piece of evidence and not a conclusive one.

(3) In fixing the standard rent of any building, part of which has been lawfully sub-let the Rent Control Court may also fix the standard rent of such Part so sub-let.

(4) The standard rent shall in all cases be fixed for a period of twelve months:

Provided that where any building is let or re-let for a period of less than twelve months, the standard rent for such tenancy shall bear the same proportion to the annual rent as the period of tenancy bears to twelve months.

(5) In fixing the standard rent of any building under this section, the Rent Control Court shall fix the standard rent thereof in its unfurnished condition and shall also determine an additional charge to be payable on account of any fittings or furniture supplied by the building owner.

(6) The Rent Control Court may, while fixing the standard rent or the increase or decrease in rent or other charges payable, order for payment of the arrears of amount due by the tenant to the building owner or building owner to the tenant in such instalments within a time to be fixed by the Rent Control Court.

9. *Fixation of interim rent.*—Where an application is received under section 8 for fixing the standard rent or for determining the increase or decrease of such rent, the Rent Control Court shall, as expeditiously as possible, pass an interim order specifying the amount of rent or the lawful increase or decrease pending final decision on the application and shall appoint the date from which the rent or lawful increase or decrease so specified shall have effect.

10. *Building owner to claim or receive agreed rent, other charges, if any, and security deposit or rent fixed by the Rent Control Court.*—The building owner shall not claim, receive or stipulate for the payment other than,—

(i) the rent, other charges and security deposit as agreed to between the building owner and the tenant;

(ii) the rent and other charges, if any, fixed by the Rent Control Court:

Provided that the building owner may receive or stipulate for the payment of an amount not exceeding the rent for six months by way of security deposit.

11. *Payment of rent.*—Every tenant shall pay the rent and other charges, if any, payable, within the time fixed in the agreement or in the absence of such stipulation, by the fifteenth day of the succeeding month of the month for which it is payable and where any default occurs in the payment of rent and other charges, if any, the tenant shall be liable to pay simple interest at the rate of twelve per cent per annum from the date on which such payment of rent and other charges payable became due to the date on which it is paid.

12. *Receipt to be given for the rent paid.*—(1) Every tenant who makes payment of rent or other charges payable or security deposit to the building owner shall be given forthwith a written receipt for the amount paid, duly signed by the building owner or his authorised agent.

(2) Where the building owner or his authorised agent refuses to accept or evades the receipt of rent and other charges payable to him, the tenant shall, by notice in writing, require the building owner to supply him the particulars of his bank account in the locality and the tenant shall remit in it the rent and other charges payable to the building owner.

(3) Where the building owner does not give the details as to the bank account, the tenant shall, after deducting the service charges, pay, from time to time, the rent and other charges payable to the building owner, by way of money order or in any other lawful mode for remittance of cash.

(4) Where the building owner or his authorised agent refuses to deliver to the tenant the receipt under sub-section (1) or refuses or neglects to give details of the bank account, the Rent Control Court may, on an application filed in this behalf by the tenant, within two months from the date of payment of the rent, after hearing the building owner or his authorised agent, pass an order directing the building owner or his authorised agent to pay to the tenant, by way of damages, such sum not exceeding double the amount of the rent or other charges paid by the tenant and the costs of the application and shall grant a certificate to the tenant in respect of the rent or other charges paid.

13. *Deposit of rent by the tenant.*—(1) Where the building owner does not accept the rent and other charges, if any, payable by the tenant as provided in section 11 or section 12 or refuses or neglects to deliver a receipt under section 12 or where there is a reasonable doubt as to the person to whom the rent or other charges is payable, the tenant may deposit such rent and other charges, if any, payable with the Rent Control Court through an application in the prescribed manner.

(2) On deposit of the rent and other charges, if any, payable, the Rent Control Court shall send, in the prescribed manner, a copy of the application, to the building owner or the persons claiming to be entitled to the rent and other charges payable, with an endorsement of the date of the deposit.

(3) Where an application is made for the withdrawal of any deposit of rent and other charges, if any, payable, the Rent Control Court shall, on being satisfied that the applicant is the person entitled to receive the rent and other charges deposited, order the amount of the rent and other charges to be paid to the applicant, in the prescribed manner:

Provided that no order for payment of any deposit of rent and other charges payable shall be made by the Rent Control Court under this sub-section without giving all the persons named by the tenant in his application under sub-section (1) as claiming to be entitled to payment of such rent and other charges payable, an opportunity of being heard and such order shall be without prejudice to the rights of such persons to receive such rent and other charges payable as decided by a court of competent jurisdiction.

(4) Where any statement contained in an application filed by the tenant under sub-section (1) is contrary to the facts or incorrect, the building owner may file a petition before the Rent Control Court within thirty days from the date of receipt of the notice of deposit.

(5) On receipt of the petition under sub-section (4), the Rent Control Court, after giving the tenant an opportunity of being heard and on being satisfied that the statements in the petition are materially incorrect, may impose on the tenant an amount which may extend to the rent for two months as fine and may order that a sum out of the fine imposed be paid to the building owner as compensation in addition to the arrears of rent and other charges deposited.

(6) The Rent Control Court may, on a petition filed by the tenant, after giving an opportunity of being heard and on being satisfied that the building owner, without any reasonable cause, refused to accept the rent and other charges payable, though tendered to him, within the time referred to in section 11, impose on the building owner an amount which may extend to the rent for two months as fine and may further order that a sum out of the fine imposed be paid to the tenant as compensation.

14. *Time limit for deposit of rent and consequences of incorrect particulars in the application for deposit.*—(1) No rent deposited under section 13 shall be considered to have been validly deposited under the said section, unless the deposit is made within twenty-one days from the date specified under section 11 for the payment of the rent.

(2) No deposit shall be considered to have been validly made, if the tenant wilfully makes any false statement in his application for depositing the rent, unless the building owner has withdrawn the amount deposited before the date of filing the application for the recovery of possession of the building from the tenant.

(3) Where the rent is deposited within the time limit specified under sub-section (1) and does not become valid deposit for the reason mentioned in sub-section (2), the amount deposited shall be deemed to be payment of rent to the building owner, as if it had been validly tendered.

15. *Saving as to the acceptance of rent and other charges payable and forfeiture of deposit.*—(1) Notwithstanding the acceptance of the rent and other charges by the building owner, remitted under section 13, it shall not operate as an admission of the correctness of the rent or other amounts payable or the amount due, or the deposited rate of rent during the period of default or of any other facts stated in the application of the tenant as to the rent and other amounts paid under the said section.

(2) Where any rent and other charges payable and deposited are not withdrawn before the expiration of five years from the date of sending the notice of deposit, by the building owner or by the person entitled to receive such rent and other charges payable, shall be forfeited to Government by an order made by the Rent Control Court.

(3) Before passing an order of forfeiture under sub-section (2), the Rent Control Court shall give notice by registered post to the building owner or to the person entitled to receive the rent and other amounts in the last known address of such building owner or person and shall also publish the notice in the office of the Rent Control Court and in any local newspaper.

16. *Period of tenancy.*—(1) The period of tenancy in respect of a building shall be the period agreed to between the building owner and the tenant unless terminated otherwise.

(2) Notwithstanding anything contained in sub-section (1) or any other law for the time being in force, or in any judgment, decree or order of any court, where the period of tenancy in respect of any existing tenancy of a building is over before the commencement of this Act and no proceedings for eviction are pending before any court and the tenant is continuing in possession of the building, the period of tenancy in such case shall continue up to six months from the date of commencement of this Act.

(3) The period of tenancy may be extended, before the period mentioned in sub-section (1), by mutual consent between the building owner and the tenant. Where a written agreement fixing the rent and the period is not executed within six months from the date of commencement of this Act, a committee constituted in the prescribed manner, with the Executive Engineer of the Building division of the concerned districts of the Public Works Department of the State Government as the Chairman and one representative each of the building owner and tenant as members, shall fix the rent and the period enabling the building owner and the tenant to enter into a written agreement within the next six months. Where a valid agreement is not executed within one year from the date of commencement of this Act, the parties concerned may approach the Rent Control Court for fixing the standard rent and the period of tenancy.

(4) It shall be the duty of the tenant to hand over the vacant building to the building owner or his authorised agent as soon as the period of tenancy is over or terminated otherwise.

17. *Duties of building owner.*—(1) Unless otherwise provided in the rent agreement, every building owner shall be bound to keep the building in good condition and with tenantable repairs.

(2) Where any repairs, without which the building are not habitable or usable, and if the building owner neglects or fails to carry out the repairs within a period of three months after giving a written notice, the tenant shall apply to the Rent Control Court for permission to carry out such repairs himself and shall prepare and submit to the Rent Control Court an estimate of the cost as may be required for such repairs and thereupon, the Rent Control Court shall, after giving the building owner an opportunity of being heard, after making such inquiries as it may consider necessary, consider such estimate of the cost and it may, by an order in writing, permit the tenant to make such repairs at such cost as may be specified in the order and thereafter the tenant shall carry out such repairs himself and it shall be lawful to recover that expense from the building owner so as it shall in no case exceed the amount specified in the order:

Provided that the amount so deducted or recoverable from the rent in a year shall not exceed one-half of the rent payable by the tenant for that year and any amount remaining not recovered in that year may be recovered or deducted from the rent in the subsequent years at the rate not exceeding twenty-five per cent of the monthly rent:

Provided further that where there are more than one tenant in a building owned by a building owner, the tenants thereof shall jointly carry out its repairs and bear the expenses proportionately.

(3) Nothing in sub-section (2) shall apply to a building which,—

(a) at the time of letting out was not habitable or usable except with undue inconvenience and the tenant had agreed to take the same for rent in that condition;

(b) after being let out, was caused by the tenant to be not habitable or usable.

18. *Duties of tenant.*—(1) Unless otherwise provided in the rent agreement, every tenant shall be bound to keep the building in good condition with tenantable repairs.

(2) The tenant shall allow the building owner or a person authorised by him to enter and inspect the building, in the prescribed manner.

(3) The tenant shall give compensation within three months of receipt of notice in writing from the building owner asking to make good all damage caused to the building by his negligence failing which, the building owner may apply before the Rent Control Court for permission to realise compensation for the damage so caused and the Rent Control Court may, after giving the tenant an opportunity of being heard and considering the estimate of the cost and making such inquiries as it may consider necessary, by an order, permit the building owner to make such repairs at such cost as specified in the order, and thereafter the building owner may carry out such repairs and recover the cost of such repairs from the tenant, which shall in no case exceed the amount specified in the order.

(4) The tenant shall hand over the possession of the building on termination of tenancy in the same condition, excluding the normal wear and tear, in which the building was handed over to him at the beginning of the tenancy and the tenant shall give compensation for the damage caused to the building, except for the damage caused by *force majeure*, failing which the building owner may apply before the Rent Control Court and the Rent Control Court may take decision in the matter in the manner provided in sub-section (3).

(5) The tenant shall not, during the existence of tenancy or thereafter, demolish any improvement or alteration, other than any fixture of a removable nature, without the permission of the building owner, failing which such demolition or alteration shall be deemed to be a damage caused by that tenant under sub-section (3) and the same shall be dealt with in the manner provided in the said sub-section.

19. *Cutting off or withholding essential supply or services.*—(1) No building owner, either by himself or through any person purporting to act on his behalf, shall, without just and sufficient cause, cut off or withhold any essential supply or services enjoyed by the tenant in respect of the building let out to him.

(2) Where a building owner contravenes the provisions of sub-section (1), the tenant may make an application, in the prescribed form, to the Rent Control Court complaining of such contravention.

(3) Where the Rent Control Court is satisfied that the essential supply or services was cut off or withheld by the building owner with a view to compel the tenant to vacate the building or to pay an enhanced rent, the Rent Control Court shall pass an interim order, without giving notice to the building owner, directing the building owner to restore the amenities immediately, pending enquiry referred to in sub-section (4).

(4) Where the Rent Control Court, on enquiry, finds that the essential supply or services enjoyed by the tenant in respect of the rented building was cut off or withheld by the building owner without just and sufficient cause, the court shall make an order directing the building owner to restore such supply or service forthwith.

(5) The Rent Control Court may, in its discretion, order a compensation not exceeding one thousand rupees,—

(a) to be paid to the building owner by the tenant, if the application under sub-section (2) was made frivolously or vexatiously;

(b) to be paid to the tenant by the building owner, if the building owner has cut off or withheld the supply or services without just and sufficient cause.

Explanation 1.—For the purpose of this section, “essential supply or services” includes supply of water, electricity, lights in passage, lift and staircases, conservancy and sanitary services.

Explanation 2.—For the purpose of this section, “withholding any essential supply or services” include acts or omissions on the part of the building owner leading to cutting off of the essential supply or services by the Local Self Government Institution or any other competent authority.

20. *Protection against arbitrary eviction of tenant.*—(1) Notwithstanding anything contained in any other law for the time being in force or in any agreement, no tenant shall be evicted except in accordance with the provisions of this Act.

(2) The Rent Control Court may, on an application made to it by the building owner in the prescribed manner, make an order for the recovery of possession of the building on one or more of the following grounds, namely:—

(a) if the tenant has neither paid nor ready to pay the whole of the arrears of rent and other amounts recoverable from him under the provisions of this Act, within two months from the date of receipt of a notice of demand from the building owner for payment of such amount, in the manner provided in section 106 of the Transfer of Property Act, 1882 (Central Act 4 of 1882):

Provided that the building owner may recover the arrears of rent and other amounts from the tenant through the Rent Control Court;

(b) if the tenant has, without the consent in writing of the building owner, sublet, assigned or otherwise parted with the possession of the whole or any part of the building;

(c) if the tenant has, without obtaining the consent in writing of the building owner, used the building for a purpose other than that for which it was let;

(d) if the building was let for residential or commercial purpose and the tenant has not been using the same, without reasonable cause, for a period of six months immediately before the date of filing the application for recovery of possession;

(e) if the building or any part thereof has become unsafe or unfit for human habitation;

(f) if the building is required to the building owner for carrying out the repairs or re-construction and such work cannot be carried out without the building being vacated;

(g) if the building or any part thereof is required to the building owner for the purpose of immediate demolition as ordered by the Government or any Local Self Government Institution or any other competent authority or if the building is required to the building owner to carry out any work in pursuance of any improvement scheme or development scheme and that such work cannot be carried out without the building being vacated;

(h) if the building is required to the building owner for the purpose of repairs or re-construction or to make any substantial addition or alteration including construction on the land appurtenant thereto or on the terrace and that such repairs or re-construction or addition or alteration cannot be carried out without the building being vacated:

Provided that no order for the recovery of possession under clause (f) or (h) shall be made unless the Rent Control Court is satisfied that the plan and the estimate of such repairs or re-construction, as the case may be, have been properly prepared and that the building owner has sufficient means to carry out such repairs or re-construction;

(i) if the building is not having more than two floors and the same is required to the building owner for the purpose of immediate demolition with a view to re-construct the same:

Provided that if the possession of the building is recovered under clause (f) and (h), the tenant who lost the possession shall have the right of first option to get the re-constructed building or to become tenants as per rent agreement according to the consent of the parties or as fixed by the Court to such portion of the re-constructed building proportionate to the area of the original building as per appropriate measures after re-construction;

(j) if the tenant or his spouse or children ordinarily living with him have, before or after the commencement of this Act, later got or constructed or got vacated possession of, or allotted, any suitable building;

(k) if the building was let to the tenant for residential use by reason of his being in the service or employment under the building owner and the tenant has terminated such service or employment before or after the commencement of this Act:

Provided that where the Rent Control Court is of the opinion that there is a bona fide dispute regarding the cessation of the service or employment of the tenant under the building owner, no order for the recovery of possession of the building shall be made on this ground.

(l) if the tenant has, whether before or after the commencement of this Act, caused substantial damage to the building or caused for the same or the alteration to such building causes modification of its structure or diminution of its value substantially;

(m) if the tenant or any person residing with him has been convicted for causing nuisance or annoyance to the persons using the adjacent building or convicted for the use of, or permitting to use, the building for immoral or illegal purposes;

(n) if the tenant has, in spite of the previous notice, used or managed the building contrary to the conditions imposed by the Government or the Local Self Government Institution concerned while giving the building owner a tenancy of the land on which the building is situate:

Provided that no order for the recovery of possession of any building shall be made if the tenant, within such time as may be specified in this behalf by the Rent Control Court, complies with the conditions imposed on the building owner by any of the authorities referred to in this clause;

(o) where the tenant, in his reply denied the ownership of the building owner and failed to prove the same or if the denial was not made in a bona fide manner;

(p) where the person in occupation of the building has failed to prove that he is a bona fide tenant;

(q) where the building let for residential or non-residential purpose is required, whether in the same form or after re-construction or renovation, for residential or non-residential purpose of himself or for the members of his family, if he is the owner thereof, or for the person for whose benefit the building is held and that the building owner or such person has no other building which is reasonably suitable:

Provided that where the building is acquired by the building owner by transfer, no application for recovery of possession of such building shall lie under this clause unless a period of one year has elapsed from the date of acquisition of the building acquired by transfer by the building owner.

Explanation 1.—Building let for a particular use may be demanded by the building owner for a different use if legally permissible.

Explanation 2.—For the purposes of this clause or sections 21, 22, 23 or 24, occupation of any part of a building let out by the building owner shall not disentitle him to recover the possession of such building;

(r) if the tenant fails to vacate the possession after expiry of the period of tenancy specified in the agreement and after service of notice by the building owner to vacate.

(s) if committed default in registering the rent agreement in accordance with the provisions of this Act:

Provided that the Rent Control Court may, in appropriate cases, allow the tenant such period as it deems necessary for vacating the building, but it shall not, in any case, exceed one year from the date of issue of the order of eviction.

(3) In any proceedings for eviction under clauses (f), (g), (h) and (q) of sub-section (2) of this section or under any of the sections 21, 22, 23 or 24 the Rent Control Court may allow eviction of only a part of the building if the building owner agrees to the same:

Provided that in case of partial eviction, the rent and other charges payable, if any, by the tenant shall be decreased in proportion to the part evicted.

21. *Right of certain persons to recover immediate possession of the building.*—(1) Where the Government or an authority, by any general or special order or in pursuance thereof, demands to vacate a residential building allotted by the Government or any authority, which is in the possession of any person, notwithstanding anything to the contrary contained whether expressly or implied by in this Act or any other law or rent agreement or in any custom or usage,

the right to evict such building shall, from the date of such order, be acquired by such person and that person or his spouse or children, as the case may be, shall have the right to recover the right over the building forthwith.

(2) Where a building owner exercises the right to recover possession under sections 20, 22, 23, 24 or sub-section (1) of this section,—

(a) the rent payable for the unexpired portion of the tenancy period from the amount received in advance by the building owner, from the tenant shall be deposited before the Rent Control Court on the date of delivery of possession or on or before the date fixed for delivery of possession and such amount shall be refunded to the tenant;

(b) where any other amount payable to the tenant is received by the building owner' the total amount so received shall be refunded to the tenant as the unexpired portion of the period of tenancy or for the tenancy in the same proportion of the period of tenancy and in the same manner:

Provided that where any default is made in making the refund, the building owner shall pay simple interest at the rate of twelve per cent per annum on the amount so defaulted:

Provided further that the building owner may be permitted to set-off the amount which the building owner is lawfully entitled to recover from the tenant against the refund due to the tenant.

22. Right of members of Armed Forces to recover immediate possession of the building.—(1) Where a person,—

(a) is retired or relieved from any Armed Force and the building let out by him, his spouse or his children, as the case may be, is required for his own use; or

(b) is a dependent of a member of any Armed Force who died while in service and the building let by such member is required for the use of the family of that member;

such member, his spouse or his children, as the case may be, may, within one year from the date of his relieve or retirement from such Armed Forces or within one year from the date of death of such member or within a period of one year from the date of commencement of this Act, whichever is later, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is a member of any Armed Force and a period of less than one year remains for his retirement from service and the building let by him or his spouse or his children, as the case may be, is required for his own use

after his retirement, he or his spouse or his children, as the case may be, may, at any time within a period of one year before the date of his retirement, apply to the Rent Control Court for recovery of immediate possession of such building.

(3) Where the person or his spouse or children referred to in sub-section (1) or sub-section (2) has let more than one building, he or his spouse or children, as the case may be, may make an application under sub-section (1) or sub-section (2) in respect of anyone of the buildings of his choice.

*Explanation:—*For the purposes of this section “Armed Forces” means an Armed Force of the Union constituted under an Act of the Parliament.

23. Right of the Central Government and State Government employees to recover immediate possession of building.—(1) Where a person is a retired employee of the Central Government or of a State Government and the building let by him or his spouse or his children is required for his own use, such person or his spouse or his Children, as the case may be, may, within one year preceding to the date of his retirement or within a period of one year from the date of commencement of this Act, whichever is later, make an application before the Rent Control Court for the recovery of immediate possession of such building.

(2) Where a person is an employee of the Central Government or of a State Government and remains a period of less than one year preceding to the date of his retirement and the building let by him or his spouse or his children is required for his own use after his retirement, he or his spouse or his children, as the case may be, may, at any time within a period of one year preceding to the date of retirement, file an application before the Rent Control Court for the recovery of immediate possession of such building.

(3) Where a person or his spouse or children referred to in sub-section (1) or sub-section (2) has let more than one building, he may make an application under sub-section (1) or sub-section (2) in respect of anyone building of his choice.

24. Right of widows, persons with disability and senior citizens to recover immediate possession of the building.—(1) Where the building owner is,—

(a) a widow and the building is let by her or by her deceased husband; or

(b) a person with disability and the building is let by him; or

(c) a person who is of the age of sixty years or more and the building is let by him;

(d) a person who is in critical stage due to such deadly disease as may be prescribed and is in the end life and a building is let by him;

such person may, for their or his family or for a person who ordinarily resides with them or with him, for residential or non-residential purpose, apply to the Rent Control Court for the recovery of immediate possession of such building.

(2) Where the building owner referred to in sub-section (1) has let more than one building, he may, at his choice, apply under sub-section (1) in respect of anyone of the residential or non-residential buildings, as the case may be.

Explanation 1.—For the purpose of this section, “person with disability” means a person as defined in clause (1) of section 2 of the Persons with Disabilities (Equal Opportunities, Protection of Rights and Full; Participation) Act, 1995 (Central Act 1 of 1996) or in clause (f) of section 2 of the National Trust for Welfare of Persons with Autism, Cerebral Palsy, Mental Retardation and Multiple Disabilities Act, 1999 (Central Act 44 of 1999).

Explanation 2.—The right to recover possession under this section shall be exercisable only once in respect of residential or non-residential building.

Explanation 3.—For the purposes of sections 21, 22, 23 and 24 “immediate possession” means possession recoverable on the expiry of sixty days from the date of the order of eviction.

25. Payment of rent during the period of eviction proceedings.—(1) In a proceeding for the recovery of possession of a building on any ground, the building owner may, at any stage of the proceedings, make an application before the Rent Control Court for passing an order to pay the amount of rent which is to be legally recovered, to the building owner and the Rent Control Court may, after giving the parties an opportunity of being heard, make an order directing the tenant to pay to the building owner or deposit with the Rent Control Court, within one month from the date of such order, an amount calculated at the rate of rent last paid for the period for which the arrears of the rent were legally recoverable from the tenant, including the period subsequent thereto, up to the end of the previous month in which payment or deposit is made and continue to pay or deposit before the court monthly by the 15th day of each succeeding month, a sum equivalent to the rent at that rate.

(2) In any proceedings referred to in sub-section (1), where there is any dispute as to the amount of rent payable by the tenant, the Rent Control Court shall, within fifteen days from the date of the first hearing of the application, fix an interim rent in relation to the building to be paid or deposited in accordance with the provisions of sub-section (1), until the rent in relation thereto is determined in accordance with the provisions of this Act and also the amount of arrears, if any, calculated on the basis of the rent so determined shall be paid or deposited by the tenant within one month from the date on which the standard rent is fixed or from such further time as the Rent Control Court may allow in this behalf.

(3) In any proceedings referred to in sub-section (1), where there is any dispute as to the person or persons to whom the rent is to be paid, the Rent Control Court may direct the tenant to deposit with the Rent Control Court the amount payable by him under sub-section (1) or sub-section (2), as the case may be, and in such cases, no person shall be entitled to withdraw the amount so deposited until the Rent Control Court makes an order for the payment of the said amount after taking a decision on the dispute.

26. Recovery of possession for re-entry and occupation.—(1) Where a building owner recovers possession of any building from the tenant in pursuance of an order made under clause (q) of sub-section (2) of section 20 or under sections 22, 23 or 24, the building owner shall not, except with the permission of the Rent Control Court in the prescribed manner, re-let the whole or any part of the building within three years from the date of obtaining such possession:

Provided that where a building owner recovers possession of any building from the tenant in pursuance of an order made under clause (q) of sub-section (2) of section 20 for occupation after re-construction or renovation, the period of three years shall be reckoned from the date of completion of re-construction or renovation, as the case may be.

(2) Where the building owner recovers possession of any building under sections 20(2) (q), 22, 23 or 24 and the building is not occupied by the building owner or by the person for whose purpose the building is recovered, within two months of obtaining such possession of the building, or the building so occupied is, at

anytime within three years from the date of obtaining such possession, re-let to any person other than the evicted tenant without obtaining the permission of the Rent Control Court, the Rent Control Court may, on an application, direct the building owner, if the tenant has not already built a building or acquired vacant possession of, or been allotted with a building, to put the tenant in possession of the building on the same terms and conditions or on renewed terms and conditions, if the building have been re-constructed or renovated or to pay him such compensation as the Rent Control Court thinks fit or as the facts and circumstances of the case may warrant.

27. Recovery of possession for repairs or re-construction and re-entry.—(1) The Rent Control Court may, while making an order on the grounds specified in clauses (e), (f), (g) or (h) of sub-section (2) of section 20, ascertain from the tenant as to whether he prefers to fix the new rent or to be placed in occupation of the building or part thereof from which he is to be evicted and if the tenant so prefers, shall record the fact of such decision in the order and specify therein the date on which the tenant shall deliver possession so as to enable the building owner to commence the work of repairs of the building or for re-construction, as the case may be, and the date on which the building owner shall deliver the possession of the said building to the tenant.

(2) Where the tenant delivers the possession on or before the date specified in the order, on completion of the work of repairs of the building or re-construction, the building owner shall, on the date specified in sub-section (1) or such extended date as may be fixed by the Rent Control Court by an order, deliver the possession of the building or part thereof to the tenant.

(3) Where the tenant has delivered possession on or before the date specified in the order and the building owner fails to commence the work of repairs of the building or re-construction within three months from the date specified, the Rent Control Court may, on an application by the tenant, order the building owner to put the tenant in possession of the building on the existing terms and conditions or on revised terms and conditions and to pay to the tenant such compensation as the Rent Control Court thinks fit.

(4) A building owner may, after repairs or re-construction of the building, apply to the Rent Control Court for an order directing the tenant to put back the possession of the building to the building owner if he bona fide needs the building for his own use or for the use of any member of his family depended on him:

Provided that where the building owner has another building of his own in his possession in the same city, town or village, no such order of direction shall

be issued except where the Rent Control Court is satisfied for special reasons that in any particular case it is just and proper to do so:

Provided further that the Rent Control Court shall not give any such direction to the tenant to vacate the building for the building owner if such tenant is depending for his livelihood mainly on the income derived from any trade or occupation carried on in such building and there is no other suitable building available in the locality for such person to carry on such trade or occupation:

Provided also that no building owner whose right to recover possession arises under an instrument of transfer *inter vivos* shall be entitled to apply to be put back in possession until the expiry of one year from the date of the instrument:

Provided also that if a building owner, after obtaining an order to be put back in possession, transfers his rights in respect of the building to another person, the person getting the ownership shall not be entitled to be put in possession of the building unless he proves that he bona fide needs the building for his own use or for the use of any member of his family depended on him.

28. *Recovery of possession in case of tenancy for limited period.*—(1) Where a building owner, after obtaining the permission of the Rent Control Court in the prescribed manner, lets the whole of the building or part thereof for a period not exceeding five years, as may be agreed to in writing between the building owner and the tenant and the tenant does not, on the expiry of the said period, vacate such building, notwithstanding anything contained in section 20 or in any other law, the Rent Control Court may, on an application by the building owner place the building owner in possession of the building or part thereof after evicting the tenant.

(2) The Rent Control Court shall not,—

(i) grant permission under sub-section (1) in respect of a building for more than twice consecutively except for good and sufficient reasons recorded in writing.

Explanation.—A permission granted under sub-section (1) shall not be construed to be consecutive, if a period of five years or more has elapsed after the expiry of the last limited period of tenancy.

(ii) entertain any application from the tenant calling in question the bona fides of the building owner in letting the building under this section.

(3) All applications made before the Rent Control Court and appeals filed before the Appellate Authority by the tenant shall abate on the expiry of the period for which permission has been granted under sub-section (1).

(4) While passing an order under sub-section (1), the Rent Control Court may also order to pay to the building owner, as damages for the use or occupation of the building an amount double the rent last paid by the tenant together with interest at the rate of twelve per cent per annum, for the period from the date of such order till the date on which the tenant actually vacates the building.

29. *Special provision for recovery of possession in certain cases.*—Where the building owner in respect of any building is a company or other body corporate or a co-operative society or a public institution, notwithstanding anything contained in section 20 or in any other law for the time being in force, the Rent Control Court may, on an application by such building owner, place the building owner in possession of such building by evicting the tenant, if the Rent Control Court is satisfied that,—

(a) the tenant, to whom such building was let for use as a residence at a time when he was in the service or employment of the building owner, has ceased to be in such service or employment and the building is required for the use of employees of such building owner; or

(b) the tenant has acted in contravention of the terms, express or implied, under which he was authorised to occupy such building; or

(c) such building is in unauthorised occupation of any other person; or

(d) the building is required bona fide by the building owner for the use of employees of such building owner or, in the case of a public institution, for the furtherance of its activities.

Explanation.—For the purposes of this section, “public institution”, includes any educational institution, library, hospital and charitable dispensary, but does not include any such institution set up by a private individual or group of individuals whether incorporated or not.

30. *Permission to construct additional structures.*—Where the building owner proposes to make any improvement in, or construct any additional structure on, any building which has been let to a tenant and the tenant refuses to allow the building owner to make such improvement or construct such additional structure and the Rent Control Court, on an application by the building owner, is satisfied that the building owner is ready and willing to

commence the work and that such work will not cause any undue hardship to the tenant, the Rent Control Court may permit the building owner to do such work and may make such other order as it thinks fit.

31. *Special provision regarding vacant building sites.*—Notwithstanding anything contained in section 20, where any building which has been let comprises vacant land upon which it is permissible under the Building Rules for the time being in force, to erect any building, whether for use as a residence or for any other purpose and the building owner proposing to erect such building is unable to obtain possession of the land from the tenant during the tenancy period and the Rent Control Court, on an application by the building owner, is satisfied that the building owner is willing to commence the work and that the severance of the vacant land from the rest of the building will not cause undue hardship to the tenant, the Rent Control Court may,—

- (a) direct such severance; or
- (b) place the building owner in possession of the vacant land; or
- (c) determine the rent payable by the tenant in respect of the rest of the building; or
- (d) make such other order as it thinks fit in the circumstances of the case.

32. *Entrustment of vacant building to the building owner.*—Notwithstanding anything contained in any other law for the time being in force, where the right of a tenant in any building is ceased for any reason whatsoever and any order is made by the Rent Control Court under this Act for the recovery of possession of such building, the order shall, subject to the provisions of section 31, be binding on all persons who may be in occupation of the building and the vacant possession thereof shall be given to the building owner by evicting all such persons therefrom:

Provided that nothing in this section shall apply to any person who has an independent title to such building.

33. *Constitution of Rent Control Court.*—(1) The Government may, by notification in the Gazette, appoint a Munsiff or a person who is qualified to be appointed as a Munsiff to be the Rent Control Court, for such local area as may be specified therein.

(2) All Rent Control Courts constituted under section 3 of the Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) and in existence on the date of commencement of this Act shall be deemed to be the Courts constituted under this Act.

34. *Appointment of Valuers.*—The Government may, by notification in the Gazette, appoint officers having such qualification as may be prescribed, to be Valuers for any area.

35. *Duties and powers of Valuer.*—(1) The Valuer shall assist the Rent Control Court in fixing the standard rent for any building in respect of which an application for fixation of standard rent is pending before the Rent Control Court.

(2) The Valuer shall, having regard to the situation, location and condition of the building and the amenities provided therein, and where there are similar or nearly similar buildings in the locality, having regard to the rent payable in respect of such buildings, submit a report to the Rent Control Court indicating in detail the method of calculation of standard rent fixed by him and stating the reasons for his conclusion.

(3) The Valuer shall prepare and submit the report for the purposes of section 8.

36. *Execution of orders.*—(1) The Rent Control Court concerned shall have the power to execute every order made by the Rent Control Court and every order passed by an appellate authority in an appeal, under this Act after the expiry of the time allowed therein, as if it were a decree passed by a civil court and application for the execution of each of such order shall be filed before the Rent Control Court.

(2) The provisions of Part II and Order XXI of the Code of Civil Procedure, 1908 (Central Act 5 of 1908) shall, as far as possible, be applicable for the execution of an order as stated in sub-section (1).

37. *Decisions which become final not to be reopened.*—The Rent Control Court shall summarily reject any application under section 20 of the Act, which arises between the same parties or between parties under whom they or any of them claim substantially the same issue as have been finally decided in a former proceedings under this Act or under the corresponding provisions of any law in force prior to the commencement of this Act or the corresponding provisions of any law repealed by this Act.

38. *Constitution of Appellate Authority.*—(1) The Government may, by general or special order notified in the Gazette, confer on such officers and authorities not below the rank of a District Judge, the powers of Appellate Authorities for the purpose of this Act in such areas or in such classes of cases as may be specified in the order.

(2) All Appellate Authorities appointed under section 18 of the Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) and in existence on the date of commencement of this Act shall be deemed to be the Appellate Authorities appointed under this Act.

39. *Appeal.*—(1) Any person aggrieved by an order passed by the Rent Control Court may, within thirty days from the date of such order, prefer an appeal in writing to the Appellate Authority having jurisdiction, in the manner as may be prescribed.

(2) On such appeal being preferred, the Appellate Authority may order the stay of further proceedings in the matter, pending decision on the appeal.

(3) The Appellate Authority may call for the records of the case from the Rent Control Court and it shall, after giving the parties an opportunity of being heard, and, if necessary, after making such further inquiry as it thinks fit, decide the appeal.

(4) The Appellate Authority may, while confirming the order of eviction passed by the Rent Control Court, grant an extension of time to the tenant for putting the building owner in possession of the building.

(5) The Appellate Authority shall also have all the powers of a Rent Control Court, including the power to fix the arrears of rent.

(6) The decision of the Appellate Authority on an order of the Rent Control Court shall be final and shall not be called in question in any court of law.

40. *Costs.*—Subject to such conditions and limitations, if any, as may be prescribed, the costs and incidental expenses to all proceedings before the Rent Control Court or before the Appellate Authority shall be at the discretion of the Rent Control Court or the Appellate Authority, as the case may be, which shall have full power to determine by whom or out of which property and to what extent such costs are to be paid and to give all necessary directions for the purpose.

Explanation.—The Appellate Authority may set aside or vary any order passed by the Rent Control Court with regard to the costs and the incidental expenses to the proceedings.

41. *Power to remand.*—While disposing of an appeal under this Act, the Appellate Authority may, by giving such directions as it deem fit, remand the case for fresh disposal.

42. *Order under the Act to be binding on sub-tenant.*—(1) Any order passed under this Act for eviction of a tenant shall be applicable to all sub-tenants under him, whether they are parties to the proceedings or not, provided such order shall not have been obtained by fraud or collusion.

(2) Where sub-tenancy is allowed under the original rent agreement, the sub-tenants shall be made a party to the proceedings if notice of the sub-tenancy was given to the building owner.

43. *Proceedings by or against legal representatives.*—The provisions of section 146 and Order XXII of the Code of Civil Procedure, 1908 (Central Act 5 of 1908) shall, as far as possible, be applicable to the proceedings under this Act.

44. *Powers of Rent Control Court and Appellate Authority.*—(1) The Rent Control Court, while trying a petition under this Act and the Appellate Authority while disposing an appeal, shall have all the powers vested in a civil court or in an appellate court, as the case may be, under the Code of Civil Procedure, 1908 (Central Act 5 of 1908).

(2) Where it appears to the Rent Control Court or the Appellate Authority that the evidence by any person is material, it may summon any person *suo motu* and examine him and it shall be deemed to be a civil court within the meaning of sections 345 and 346 of the Code of Criminal Procedure, 1973 (Central Act 2 of 1974).

45. *Penalties.*—(1) Where any tenant sub-lets, assigns or otherwise parts with the possession of the whole or part of any building in contravention of the provisions of clause (b) of sub-section (2) of section 20, the Rent Control Court may impose on the tenant a fine of five thousand rupees or double the rent received by the tenant for sub-letting for every month till such time the cause of the complaint ceases, whichever is higher, and the amount shall be paid to the building owner.

(2) Where a building owner contravenes the provisions of sub-section (2) of section 26, the Rent Control Court may impose a fine which may extend to the rent of the building for six months and may be ordered to be paid to the tenant.

(3) Where the tenant has delivered possession and the building owner fails to commence the repairs of the building or re-construction, as the case may be, within three months from the date specified in sub-section (1) of section 27, the Rent Control Court may impose an amount of fine equivalent to the rent for three months and the same shall be ordered to be paid to the tenant.

(4) Where a tenant fails to make re-entry under sub-section (2) of section 26 within three months from the date of completion of repairs or re-construction, as the case may be, of the building after receipt of the intimation in writing of the building owner, the Rent Control Court may impose an amount of fine equivalent to three months rent and also order to pay the same to the building owner and the right of the tenant to re-entry shall be lost.

46. *Time within which proceedings have to be completed.*—The Rent Control Court or the Appellate Authority shall, in any proceedings before it, pass final orders within six months from the date of appearance of the parties thereto:

Provided that if the Rent Control Court or the Appellate Authority is not able to pass final orders within the said period, the reasons for the same shall also be stated in the order.

47. *Power to make rules.*—(1) The Government may, by notification in the official Gazette, make rules for the purpose of carrying out the provisions of this Act.

(2) In particular, and without prejudice to the generality of the foregoing powers, such rules may provide for,—

(a) the manner in which the application under sub-section (1) of section 8 shall be made;

(b) the manner in which the rent and other charges payable under sub-section (1) of section 13 shall be deposited;

(c) the manner in which copy of application shall be sent to the building owner under sub-section (2) of section 13;

(d) the manner in which the rent or other charges shall be paid to the applicant under sub-section (3) of section 13;

(e) the manner in which the building owner or a person authorised by him shall enter into, and inspect, a building under sub-section (2) of section 18;

(f) the manner in which application under sub-section (2) of section 20 shall be made;

(g) the manner in which the building owner shall obtain permission of the Rent Control Court under sub-section (1) of section 26 and sub-section (1) of section 28;

(h) any other matter which has to be or may be prescribed; and

(i) all matters required or allowed by this Act to be prescribed.

(3) Every rule under this Act shall be laid as soon as may be after it is made before the Legislative Assembly while it is in session for a total period of fourteen days which may be comprised in one session or in two successive sessions, and if before the expiry of the session in which it is so laid or the session immediately following, the Legislative Assembly makes any modification in the rule or decides that the rule should not be made, the rule shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.

48. *Exemptions.*—Notwithstanding anything contained in this Act, the Government may, in public interest or for any other sufficient cause, by notification in the Gazette, exempt any building belonging to Government or quasi Government undertakings from all or any of the provisions of this Act.

49. *Protection of action taken in good faith.*—(1) No suit, prosecution or other legal proceedings shall lie against any person for anything which is in good faith done or intended to be done in pursuance of this Act or any rule, order or direction made or issued thereunder.

(2) No suit, prosecution or other legal proceedings shall lie against the Government, any officer or authority for any damage caused or likely to be caused by anything which is in good faith done or intended to be done in pursuance of this, Act, any rule, order or direction made or issued thereunder.

50. *Power to remove difficulties.*—(1) If any difficulty arises in giving effect to the provisions of this Act, the Government may, before the expiry of two years from the date of commencement of this Act, by order, do anything not inconsistent with the provisions of this Act which appears to it to be necessary for removing the difficulty.

(2) Every order issued under sub-section (1) shall be laid, as soon as may be after it is issued, before the Legislative Assembly.

51. *Repealing and special provisions.*—(1) The Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) (herein after referred as the said Act) is hereby repealed.

(2) Notwithstanding such repeal,—

(a) all orders passed and executable or all the petitions or applications filed for execution under the said Act shall be executed or disposed of under the provisions of the said Act, had this Act not been come into force;

(b) all suits filed or pending disposal, as the case may be, shall be dealt with and further action thereon shall be taken as per the provisions, with necessary changes, of this Act;

(c) all petitions pending before the accommodation controller up to the date of commencement of this Act shall be deemed to have been transferred to the Rent Control Court constituted under this Act and the Rent Control Court may order to take necessary steps on such petitions as per the provisions of this Act;

(d) all applications to be disposed of before the Revision Authority and pending immediately before the date of commencement of this Act shall be disposed of as per the provisions of the said Act, but, where the revision petitioner applies, the case on such revision petition shall be remanded to the Rent Control Court for being disposed as per the provisions of this Act.

STATEMENT OF OBJECTS AND REASONS

The Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) is one among the very old laws in the State. The law was brought in 1965 in order to regulate the leasing of buildings for rent, to prevent unjustifiable eviction of tenants and also to control the rent. 48 years have elapsed after the commencement of the said Act. During this long period, several changes have taken place in the State both financially and socially.

2. The Honourable High Court of Kerala pronounced judgment quashing sections 5, 6 and 8 of the existing Kerala Buildings (Lease and Rent Control) Act, 1965, having found them constitutionally untenable which provides for rent control, for the fixation of fair rent and to prevent enhancement of the rent so fixed, to prevent the building owners from demanding or receiving excess amount than the fair or agreed rent, etc. Though it was reasonable while making the said enactment in 1965, in today's changed situation, many of the provisions in the said law became unreasonable.

3. The Kerala High Court itself have directed the Government to bring in a new law suitable to the changed order of the day in the State, which is also fair and constitutional. The provisions in the existing law are not suitable to the local situations in the State. In order to protect the interests of the tenant and building owner, it is highly necessary to bring in a revised Rent Control Act. Therefore, the Government have decided to bring in a new law by repealing the existing Act.

4. The Bill is intended to achieve the above object.

FINANCIAL MEMORANDUM

In the Bill, clause 33 provides that the Government may appoint a Munsiff or a person qualified to be appointed as a Munsiff to be a Rent Control Court, clause 34 provides that the Government may appoint officers having such qualification, as may be prescribed, to be Valuers for any area and clause 38 provides that the powers of appellate authorities for the purposes of this Act may be conferred on such officers and authorities not below the rank of a District Judge. Though expenses would incur from the Consolidated Fund of the State for the salary and other benefits of the said officers and also to maintain the offices of these officers, since sub-clause (2) of clause 33, and sub-clause (2) of clause 38 of the Bill provides that the Rent Control Courts and the appellate authorities constituted under the existing Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) shall continue as the Rent Control Court and the appellate authorities, as the case may be, constituted under this Act, the provisions of the Bill, when enacted and brought into operation, would not involve any additional expenditure from the Consolidated Fund of the State.

MEMORANDUM REGARDING DELEGATED LEGISLATION

As per sub-clause (1) of clause 33 of the Bill, the Government is empowered to appoint, by notification in the Gazette, for such local area as may be specified therein, a Munsiff or a person qualified to be appointed as a Munsiff to be a Rent Control Court.

2. Clause 34 of the Bill empowers the Government to appoint, by notification in the Gazette, officers having such qualification as may be prescribed, as valuers for any area.

3. Sub-clause (1) of clause 38 of the Bill empowers the Government to confer on such officers and authorities not below the rank of a District Judge, the powers of appellate authorities for the purpose of this Act, by general or special order notified in the Gazette, in such area or in such classes of cases as may be specified therein.

4. As per clause 47 of the Bill, the Government is empowered to make rules for the purpose of carrying out the provisions of this Act, by notification in the official Gazette.

5. As per clause 48 of the Bill, the Government is empowered to exempt the buildings belonging to the Government or quasi Governmental undertakings from all or any of the provisions of this Act, by notification in the Gazette, in public interest or for any other sufficient cause.

6. As per clause 50 of the Bill, if any difficulty arises in giving effect to the provisions of this Act, the Government is empowered to do anything not inconsistent with the provisions of this Act as it deems necessary for removing the difficulty by order, before the expiry of two years from the date of commencement of this Act.

7. The matters in respect of which notifications or order may be issued or rules may be made are matters of procedure and routine or administrative in nature. Further, the rules, after they are made, are subject to scrutiny of the Legislative Assembly. Delegation of legislative power is, thus, of a normal character.

K. M. MANI

NOTES ON CLAUSES

Clause 2.—This clause seeks to define certain words and expressions used in this Bill.

Clause 3.—This clause seeks to provide for the registration of rent agreements made after the date of commencement of this Act.

Clause 4.—This clause seeks to provide for the order of devolving the right of tenancy upon succession.

Clause 5.—This clause seeks to provide for the rent payable by the tenant to the building owner.

Clause 6.—This clause seeks to provide for the other charges payable by the tenant to the building owner in addition to the rent.

Clause 7.—This clause seeks to provide to revise the rent in certain cases by the building owner.

Clause 8.—This clause seeks to provide that the Rent Control Court has to fix standard rent etc.

Clause 9.—This clause seeks to empower the Rent Control Court to fix the standard rent or to fix the interim rent before determining the increase or decrease of such rent.

Clause 10.—This clause seeks to provide for the building owner to claim or receive the agreed rent, other charges, security deposit or the rent fixed by the Rent Control Court.

Clause 11.—This clause seeks to provide that the rent and other charges as fixed in the agreement shall be paid to the building owner and to realise simple interest in the case of committing default.

Clause 12.—This clause seeks to provide for giving rent receipt to the tenant who pays rent, other charges or security deposit.

Clause 13.—This clause seeks to provide that when the building owner refuses to receive the rent and other charges payable by the tenant or neglects to deliver receipt for the rent paid, the tenant shall deposit the same in the Rent Control Court.

Clause 14.—This clause seeks to provide for the time limit for payment of rent by the tenant and the consequences of stating wrong informations in the application for deposit of rent.

Clause 15.—This clause seeks to provide for the validation of acceptance of the rent and other charges payable by the tenant by the building owner and the forfeiture of rent etc. deposited by the tenant if it is not withdrawn within a period of five years.

Clause 16.—This clause seeks to provide as to the period of tenancy of a building.

Clause 17.—This clause seeks to provide for the duties of a building owner.

Clause 18.—This clause seeks to provide for the duties of a tenant.

Clause 19.—This clause seeks to provide that any essential supply or services enjoyed by the tenant in respect of the building let out to him should not be cut off or withhold.

Clause 20.—This clause seeks to provide for giving protection from arbitrary eviction of a tenant.

Clause 21.—This clause seeks to provide as to the powers of certain building owners to recover immediate possession of a building.

Clause 22.—This clause seeks to provide as to the right of the building owners who are members of Armed Forces to recover immediate possession of a building.

Clause 23.—This clause seeks to provide as to the right of the Central Government employees and State Government employees to recover immediate possession of a building.

Clause 24.—This clause seeks to provide as to the right of widows, persons with disability, senior citizens and persons in critical stages to recover immediate possession of a building.

Clause 25.—This clause seeks provide as to the payment of rent to the building owner during the period in which eviction proceedings take place.

Clause 26.—This clause seeks to provide as to the proceedings after the recovery of possession of building by the building owner.

Clause 27.—This clause seeks to provide as to the proceedings after the recovery of possession of the building for repairs or re-construction.

Clause 28.—This clause seeks to provide for the procedures regarding the recovery of possession after the limited period of tenancy.

Clause 29.—This clause seeks to provide specially for recovery of possession of building in certain particular cases.

Clause 30.—This clause seeks to provide for permitting the building owner to construct additional structures, or to make improvement, to the building let out.

Clause 31.—This clause seeks to provide for permitting the building owner to use the vacant land for construction purposes where any building let out comprises of such vacant land.

Clause 32.—This clause seeks to provide for entrusting a vacant building to the building owner.

Clause 33.—This clause seeks to provide for the constitution of Rent Control Court.

Clause 34.—This clause seeks to provide as to appointment of Valuers.

Clause 35.—This clause seeks to provide for the duties and powers of a Valuer.

Clause 36.—This clause seeks to provide as to the execution of orders passed by a Rent Control Court and appellate authority as if it were a decree passed by a civil court.

Clause 37.—This clause seeks to provide that the decision on substantial issues which are finally disposed shall not be reopened.

Clause 38.—This clause seeks to provide to confer the powers of appellate authorities to the officers not below the rank of a District Judge.

Clause 39.—This clause seeks to provide for preferring appeal against the orders passed by the Rent Control Court.

Clause 40.—This clause seeks to provide as to the powers to decide the cost of all proceedings before the Rent Control Court or the appellate authority.

Clause 41.—This clause seeks to empower the appellate authority to remand a case for fresh disposal of that case.

Clause 42.—This clause seeks to provide that any order of eviction of a tenant passed under this Act is binding on all sub tenants under him.

Clause 43.—This clause seeks to provide that the provisions of section 146 and Order XXII of the Code of Civil Procedure, 1908 shall be applicable to the proceedings under this Act.

Clause 44.—This clause seeks to provide that the Rent Control Court and the appellate authority, while trying a petition, and while disposing an appeal by the appellate authority, under this Act, shall have all the powers which are vested in a civil court or an appellate court under the Code of Civil Procedure, 1908.

Clause 45.—This clause seeks to provide as to the award of penalties for the contravention of the provisions under this Act.

Clause 46.—This clause seeks to provide for a time limit within which the Rent Control Court or appellate authority has to complete the proceedings before it.

Clause 47.—This clause seeks to empower the Government to make rules for carrying out the provisions of this Act.

Clause 48.—This clause seeks to provide for exempting the buildings belonging to the Government undertakings or quasi Government undertakings from the provisions of this Act, in public interest or for any other sufficient cause, by notification in the Gazette.

Clause 49.—This clause seeks to provide for giving protection for action taken in good faith under this Act or in pursuance of any rule made, or order or direction, under this Act.

Clause 50.—This clause seeks to provide to empower the Government to do anything not inconsistent with the provisions of this Act if any difficulty arises in giving effect to the provisions of this Act, so as to remove such difficulty.

Clause 51.—This clause seeks to provide for the repeal of the Kerala Buildings (Lease and Rent Control) Act, 1965 (2 of 1965) and to include special provisions in respect of the actions taken there under when it is so repealed.
