

Landlord and Tenant Act

Article Number: 526 | Rating: 5/5 from 1 votes | Last Updated: Fri, Dec 22, 2017 7:57 AM

If you're an adult living in Belize, chances are that you have been in the position of a tenant or landlord at some point in time. There are many things to know when you are either of them and a great many misconceptions as to what you can or can't do when you find yourself in any of these situations. The rules and guide that governs this is the Landlord and Tenant Act Chapter 189 of the Laws of Belize, Revised edition 2000. This act consists of 69 sections and to include all the information therein we would need four newspapers. The following will speak on some of the more common issues encountered while letting premises.

Types of tenancies in Belize are: (1) tenancy for years allows for the holding of land for a certain amount of years or other determinable period. (2) tenancy from year to year is a holding of land under a contract, express or implied, and may be determined at the end of the first year or any subsequent year of the tenancy either by the landlord or the tenant by a regular notice to quit. (3) tenancy for less than a year is a holding of land under a contract for an indefinite period less than a year. (4) tenancy at will is a holding of land under contract for the exclusive possession thereof at the will of the landlord. (5) tenancy on sufferance is a holding of land in exclusive possession by a person who, without the assent or dissent of the person entitled to possession, wrongfully continued in possession of it after his right to the possession thereof expired.

When entering into a tenancy agreement, while it can be verbal, it is always recommended that either party drafts up a written contract. The contract does not necessarily come from the landlord; the tenant can do so as well.

Upon letting a premise it is the landlord's responsibility that the conditions of said premise is suitable for human habitation and the responsibility to maintain it and repair it is his. This is covered in section 6.-(1) Subject to subsection (2), in any contract for letting any house for human habitation there shall, notwithstanding any stipulation to the contrary, be implied a condition that the house is at the commencement of the tenancy, and an undertaking that the house will be kept by the landlord during the tenancy, in repair and in all respects reasonably fit for human habitation.

The tenant is also required to allow the landlord to make periodic checks of the premises providing notice is given before doing so. Section 3 speaks to this...

(3) The landlord, or any person authorised by him in writing, may at reasonable times of the day, on giving twenty-four hours' notice in writing to the tenant or occupier, enter any premises to which this

section applies for the purpose of viewing the state and condition thereof.

The landlord however cannot enter the premises for whatever reason without the tenant's permission or without giving notice. It may constitute an offense considered as Disturbance of tenant's peaceable enjoyment. Section 67 (1) speaks to this.

67.-(1) No landlord or agent shall, during the subsistence of any tenancy, remove the roof, window, door or any other part of a tenement without the consent of the tenant or otherwise than in the execution of any duty to repair the buildings, and every landlord or agent who violates this section commits an offence and on conviction thereof under the Summary Jurisdiction Act shall be liable to a fine not exceeding two hundred and fifty dollars.

The tenant also has responsibilities to ensure that the premises are well kept during his tenancy and in the event that he may erect or add anything to the building he must ensure that he observes section 13.

13. The doctrine of the common law, "quicquid solo plantatur, solo cedit", shall have no application in Belize to tenant's fixtures of any kind, and all such fixtures affixed to a tenement by a tenant and any building erected by him thereon for which he is not under any law or otherwise entitled to compensation, and which is not so affixed or erected in pursuance of some obligation in that behalf or instead of some fixture or building belonging to the landlord, shall be the property of and be removable by the tenant before or after the termination of the tenancy:

Provided that-

(a) before the removal of any fixture or building, the tenant shall pay all rent owing by him and shall perform or satisfy all other obligations to the landlord in respect of the tenement;(b) in the removal of any fixture or building, the tenant shall not do any avoidable damage to any other building or to any part of the tenement;

(c) immediately after the removal of any fixture or building the tenant shall make good all damage occasioned to any other building or to any part of the tenement by the removal;

(d) the tenant shall not remove any fixture or building without giving one month's previous notice in writing to the landlord of his intention to remove it;

(e) at any time before the expiration of the notice of removal, the landlord, by notice in writing given by him to the tenant, may elect to purchase any fixture or building comprised in the notice of removal, and any fixture or building thus elected to be purchased shall be left by the tenant, and shall become the

property of the landlord, who shall pay to the tenant the fair value thereof to an incoming tenant of the tenement, and any difference as to the value shall be settled by the magistrate of the judicial district in which the tenement lies on application made by either the landlord or the tenant.

There are two common misconceptions that both landlords and tenants have. #1. The landlord has no legal right to evict a tenant for non-payment or other-wise. He must first give notice, make application to the court and only the court can make an eviction order which can only be executed by a duly registered bailiff or police officer. If the Landlord enters a premise to evict a tenant he commits an offence. #2. There is no such thing as “first and last month’s rent”. The payment required of a tenant is the month’s rent and a security deposit which will be held for the duration of the tenancy and returned to the tenant unless there is damage to the premises. In this case the cost of the damage will be covered by the deposit or a part thereof.

Posted : **Marty Casado** - Fri, Dec 22, 2017 7:55 AM. This article has been viewed 1617 times.

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