

RENT (AMENDMENT) BILL, 2023

A BILL ENTITLED

AN ACT to further amend the Rent Act, 2014 to provide for a landlord's duty to hand over and maintain habitable rental premises, to require the landlord's consent prior to subletting of rental premises by a tenant, to specify the rate, interval, and other conditions governing increase in rent for rental premises, and connected matters.

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ENACTED by the President and the National Assembly.

1. Short title

This Act may be cited as the Rent (Amendment) Act, 2023.

2. Amendment of the Rent Act, 2014

The Rent Act, 2014 (In this Act referred to as “the Principal Act”) is further amended as set out in this Act.

3. Amendment of section 13

Section 13 of the Principal Act is amended by substituting for it, the following –

“13. Implied covenants

(1) Subject to the expressed provision of a tenancy agreement, every tenant shall –

- (a) pay rent on the due date, or forfeit the tenancy for non-payment of rent fourteen days after the rent is due;

- (b) grant the landlord access to the property and all reasonable facilities for executing in the property any repairs which the landlord is entitled to execute;
 - (c) deliver the premises to the landlord in a tenantable state at the expiration of the tenancy;
 - (d) repair and replace all damage to the property, except for reasonable wear and tear;
 - (e) not make any alteration or addition to the property without the consent of the landlord; and
 - (f) not sublet any part of the property without the written consent of the landlord.
- (2) Subject to the express provisions of a tenancy agreement, if the letting of any property is for a residential purpose, the landlord shall –
- (a) deliver to the tenant premises in a tenantable state at the commencement of the tenancy;
 - (b) ensure that the exterior of the premises and any common area is kept in a tenantable state; and
 - (c) carry out any substantial repair that is not incidental to the tenant's occupation of the premises.
- (3) A tenancy is deemed to be terminated if –
- (a) a tenant delivers up vacant possession of the premises;

(b) a landlord determines the tenancy for failure of a tenant to pay rent or breach by a tenant of any other covenant or condition which under any provision of law would have been a cause of forfeiture or termination of the tenancy; or

(c) a notice of termination is issued under section 14.”

4. Amendment of section 18

Section 18 of the Principal Act is amended in sub-section (2) by substituting the words “seven thousand dalasis” for the words “three thousand dalasis”.

5. Amendment of section 19

Section 19 of the Principal Act is amended by substituting for it, the following –

“19. Rent increments

(1) A landlord shall not increase the rent for rental premises –

(a) at a rate of more than five percent in each year or such other rate as may be prescribed by the Minister by Notice published in the Gazette; and

(b) at an interval of less than twelve months.

(2) A landlord who intends to increase the rent for rental premises shall give the tenant at least three months’ notice in writing of the intention to increase the rent.”

EXPLANATORY MEMORANDUM

(OBJECTS AND REASONS)

This Bill seeks to improve on the Rent Act 2014, by raising value specified for a low-cost rental premises such that it is in line with contemporary times as well as to enable the ordinary person afford to pay his or her rent monthly rather than face the burden of paying for six or more at any given time.

The rate that rent is increased is also carefully considered so that both the tenants and landlords do not suffer, as a reasonable percentage will be allowed as annual increment of rent.

This Bill has considered that the landlords provide a very valuable service and therefore the Bill seeks for the proper up keep of premises that tenants occupy for the period agreed by both parties.

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HON. MADI M.K. CEESAY

NATIONAL ASSEMBLY MEMBER FOR SEREKUNDA WEST