

LEGAL NOTICE No. 35

REPUBLIC OF TRINIDAD AND TOBAGO

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981
(Act No. 11 of 1981)

REGULATIONS

MADE BY THE MINISTER UNDER SECTION 18 OF THE LAND TENANTS
(SECURITY OF TENURE) ACT, 1981

THE LAND TENANTS (SECURITY OF TENURE)
(FORMS AND NOTICES) REGULATIONS, 1982

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

2. In these Regulations—

- (a) "the Act" means the Land Tenants (Security of Tenure) Act, 1981; Interpretation 11 of 1981
- (b) a "Form" referred to by number means the Form so numbered in the Schedule;
- (c) "Notice" means a written notice.

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

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

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

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

Forms

4. (1) In this regulation—"section" means a section of the Act.
- (2) The forms in the Schedule, or forms substantially to the like effect, shall be used for the following purposes—
- (a) memorandum of statutory lease for the purpose of regulation 3—Form 1;
 - (b) memorandum of agreement under section 5(6) (Memorandum of Agreement to purchase land)—Form 2;
 - (c) tenant's notice under section 9(1) (Notice in exercise of option to purchase land conferred by section 5(5))—Form 3;
 - (d) tenant's notification under section 9(1) (Notification to Mortgagee of the service on landlord of notice in exercise of tenant's option to purchase land)—Form 4;
 - (e) landlord's notice under section 9(2) (Notice in reply to tenant's notice in exercise of option to purchase land)—Form 5;
 - (f) tenant's notice under section 4 (Notice of renewal of statutory lease)—Form 6;
 - (g) tenant's application under section 10(1) (Application for landlord's consent to an assignment or subletting)—Form 7;
 - (h) landlord's notice under section 10(2) (Notice of consent to or refusal of assignment or subletting)—Form 8.

SCHEDULE

Form 1

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981
(Act No. 11 of 1981)

FORM OF MEMORANDUM OF STATUTORY LEASE REQUIRED BY
REGULATION 3

REPUBLIC OF TRINIDAD AND TOBAGO

MEMORANDUM OF STATUTORY LEASE SIGNED PURSUANT TO REGULATION 3(1) OF THE
LAND TENANTS (SECURITY OF TENURE) (FORMS AND NOTICES) REGULATIONS, 1982

1. Name of landlord
2. Address of landlord
3. Occupation of landlord
4. Name of tenant
5. Address of tenant
6. Occupation of tenant
7. Date of commencement of statutory lease: 1st June, 1981

SCHEDULE—Continued

8. Term of lease: thirty years commencing from the 1st June, 1981.
9. Value of land without taking into account the chattel house thereon.....
10. Rent (calculated in accordance with section 5(3) of the Land Tenants (Security of Tenure) Act, 1981): \$ per annum/month* payable in advance/arrears and subject to right of distress for non-payment of rent due and unpaid.
11. Date rent due
12. Where land is situated
13. Area (and measurement) of land
-
14. Boundaries of land
-
-
15. Right of renewal The tenant has a right of renewal of the lease subject in accordance with section 4 of the Act to service by tenant upon the landlord of a notice of such renewal at least six months before expiration of the existing term, such renewal to be for a term of thirty years subject to the same terms and conditions and to the same covenants (if any) of the lease save a right of renewal.
16. Option to purchase Option to purchase at a price not exceeding fifty per cent of the open market value of the land without the chattel house but subject to service by the tenant on the landlord and mortgagee (if any) of notice to purchase in accordance with sections 5 and 9 of the Act, such market value to be ascertainable as at date of service of notice.
17. Landlord's redress for non-payment of rent in arrears for six months Landlord may apply to the High Court/Land Commission* for redress under sections 5 and 7 of the Act.
18. Right to assign or sublet The tenant to have a right to assign or sublet with the consent of the landlord on application in writing under sections 5(8) and 10 of the Act.
19. Service of notices, etc. Either by delivery personally to the addressee or by leaving it at his usual or last known place of abode or business, or by posting it by registered letter addressed to him at his usual or last known place of abode or business.

Signature of landlord

Signature of tenant

Signature of attesting witness

*Delete where inapplicable.

Land Tenants (Security of Tenure) (Forms and Notices) Regulations, 1982

Form 2

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981 (Act No. 11 of 1981)

FORM OF AGREEMENT TO PURCHASE LAND BY INSTALMENTS

REPUBLIC OF TRINIDAD AND TOBAGO

AN AGREEMENT PURSUANT TO SECTION 5(6) OF THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981

AN AGREEMENT made this ... day of ... in the year of Our Lord One Thousand nine hundred and eighty

Between

of ... (hereinafter called "the Vendor") of the one part

and

of ... (hereinafter called "the Purchaser") of the other part

WHEREBY IT IS AGREED AS FOLLOWS:

1. The Vendor will sell and the Purchaser will buy the fee simple in possession of all that land hereinafter referred to as "the land"

comprising (area or approximate area) and being (description) situate

at ... in the Ward of

in the Island of ... which the Purchaser holds of the Vendor under a statutory lease under the Land Tenants (Security of Tenure) Act, 1981 (Act No. 11 of 1981) of the Laws of Trinidad and Tobago. The land is sold free from all landlord's encumbrances.

2. The purchase price shall be ... dollars of which the

sum of ... dollars by way of deposit is now paid to the Vendor (the receipt of which the Vendor acknowledges) and the balance of the

purchase money shall be paid by equal monthly/half yearly/yearly instalments of

dollars each the first of such instalments to be paid on the ... day of next and the subsequent instalments to be paid on their due dates until payment of the whole purchase money has been made. Until the final instalment of the purchase price shall have been paid the purchaser shall continue to pay the rent payable pursuant to the terms and conditions of the statutory lease.

3. The Purchaser may at any time on giving seven days' previous notice in writing to the Vendor or to his solicitor or agent, pay off the entire balance of the purchase money for the time being remaining due.

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

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

6. If the Purchaser shall make default in payment of instalments payable under this Agreement after the date fixed for payment of the same or after demand, as the case may be, the landlord may in accordance with the provisions of the Land Tenants (Security of Tenure) Act, 1981, apply to the High Court/Land Commission for redress.

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

Signed by the above-named

.....
Name of Vendor
Signature of Vendor

in the presence of

Signed by the above-named

.....
Name of Purchaser
Signature of Purchaser

in the presence of

Form 3

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981
(ACT No. 11 OF 1981)

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

To
(Name and address of landlord)

TAKE NOTICE that I, the undersigned being tenant of the land described in the Schedule hereto on which a chattel house is erected, desire to purchase the said land in the exercise of the right conferred by the Land Tenants (Security of Tenure) Act, 1981, (Act No. 11 of 1981.) The particulars on which I rely are set out in the Schedule to this notice.

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

3. I have notified

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

of the service of this notice upon you.

Land Tenants (Security of Tenure) (Forms and Notices) Regulations, 1982

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

Dated the _____ day of _____, 19__

SIGNED.....(Tenant)

.....(Address)

The name and address of my solicitor or agent to whom further communications may be sent is

.....
.....

THE SCHEDULE

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

.....

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

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

.....

4. The date on which the tenant acquired the tenancy

.....

NOTES

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

*Delete where inapplicable.

Form 5

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981 (ACT No. 11 OF 1981)

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

To..... (Name and address of tenant)

1. I have received your notice dated..... claiming the right to purchase the land described in your notice in accordance with the provisions of the Land Tenant's (Security of Tenure) Act, 1981.

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

or

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

.....

Dated the day of 19 .

..... Signature of landlord

Form 6

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981 (ACT No. 11 OF 1981)

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

To..... (Name and address of landlord)

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

TAKE NOTICE that I, the undersigned, being tenant of the land described in the Schedule hereto, desire to have a renewal of the statutory lease of the said land in the exercise of the right conferred by section 4(3) of the Land Tenant's (Security of Tenure) Act, 1981.

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

Dated this day of 19 .

Signed..... (Tenant)

..... (Address)

The name and address of my solicitor or agent, to whom further communications may be sent is.....

.....

*Delete whichever is inapplicable.

THE SCHEDULE

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

.....
.....

NOTE

In order to exercise the right of renewal of a statutory lease conferred by section 4 of the Act the tenant shall serve on the landlord a written notice of renewal at least six (6) months before the expiration of the statutory lease.

Form 7

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981
(Act No. 11 of 1981)

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

To.....
(Name of landlord)

of.....
(Address of landlord)

landlord of land situated at.....
(here insert location of land)

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

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

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

of.....
(here insert address of proposed assignee/subtenant)

and I hereby pursuant to section 10(1) of the Land Tenants (Security of Tenure) Act,
1981 apply for your consent to the said assignment/subletting*

Dated the

day of

19

.....
Signature of Tenant

*Delete whichever is inapplicable.

Land Tenants (Security of Tenure) (Forms and Notices) Regulations, 1982

Form 8

THE LAND TENANTS (SECURITY OF TENURE) ACT, 1981 (Act No. 11 of 1981)

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

To..... (Name of tenant)

of..... (Address of tenant)

I..... (Name of landlord)

of..... (Address of landlord)

the landlord of all that land situate at.....

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

in the Island of.....being land comprised

in a statutory lease under the provisions of the Land Tenants (Security of Tenure) Act,

1981 measuring.....and now

known as No.....of which you are tenant,

hereby give you notice as follows—

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

.....

.....

or

I REFUSE my Consent to the assignment/subletting* of the said land on the grounds that—

.....

.....

.....

Dated the day of 19 ..

Signature of Landlord

*Delete whichever is inapplicable.

Made by the Minister of Housing and Resettlement the 3rd day of March,
1982.

WENDELL MOTTLEY
Minister of Housing and Resettlement

Laid before the House of Representatives the 5th day of March, 1982.

J. E. CARTER
Clerk of the House

Laid before the Senate the 9th day of March, 1982.

R. GRIFFITH
Clerk of the Senate