

9. LEA. Short title, extent, commencement Definitions application and Government 1984 of Kerala Constitution of Rent Control Courts and appointment of Accommodation Controllers Notice vacancy Determination of fair rent Increase in Fair rent in what cases admissible Increase of rent in certain cases Landlord not to claim or receive anything in excess of fair rent or agreed rent Right of tenant paying rent or advance to receipt Right of tenant to deposit rent in certain cases Eviction of tenants Special provisions for the members of the Armed Forces Payment or deposits of rent during the pendency of proceedings for eviction Landlord not to interfere with amenities enjoyed by the tenant Execution of orders Decisions which have become final not to be reopened Orders of rent Control Court to be pronounced in open court Conversion of buildings and failure by landlord to make necessary repairs Appeal Costs Page 1 1 2 3 6 7 8 8 9 10 11 16 17 18 19 19 19 20 20 li'l. ii retnand thc Act to be binding on sub* by or against legal representative etc. within which proceedings have to be Of authorities of local bodies to furnish extracts from property tax or house books and tenant to furnish particulars j I'M jc,ctorq ion of fair rent suo motu by Court I 'ower to make rules l'cotectio of action taken in good faith cntoration of possession in certain cases Savings and special provision Schedule Page 21 21 21 21 22 22 22 23 23 23 23 24 25 25 26 KERALA BUILDINGS (LEASE ANI) CONTROL) ACT, 1965 (No. 2 of 1965) An '12Æ?.t to regulate the leasing of buildings and to control buildings ,iin the State of Kerala. it is expedient to regulate buildings and to control the rent of such buildings Kerala ; BE it enacted as follows:—] 1. Short title, extent, application and commencement, may be called the Kerala Buildings (Lease and Rctit 1965. (2) It extends to the whole of the State of (3) It applies to the areas mentioned in thc. Governmænt may, by notification in the Gazette, apply the provösions of this Act to any other area in thc Staua such date: as may be specified in the notification, and notification, cancel or modify such notification ot' applicatinn of all or any of the provisions of this Act , mentioned in the schedule: Provided that no such notification shall is suppor\$ied by a resolution passed by the local authority if any, OE the areas affected by the notification. (4. It shall be deemed to have come into force on April, 19765

1 / 6

Court for such local areas as may be specified (i) Inserted by Act 7 of 1966. (i) Substituted by Act 7 of 1966 3 The Government may, by notification in the Gazettes appoint any officer not below the rank of a Tahsildar to be the Accommodation Controller for any area to which this Act applies. (3) The Accommodation Controller shall exercise his powers and perform his functions subject to such general directions as the Government may issue

4. Notice of (a) Every landlord may within fifteen days before completion and shall, within fifteen days after the construction or re-construction of a building intended to be let out or after a building becomes vacant by his ceasing to occupy it, or by the termination of tenancy, or by release from requisition by the Government or any other competent authority, give notice of the availability or vacancy in writing to the Accommodation Controller. Every tenant shall within days of his vacating a building occupied by him give notice of the same in writing to the Accommodation Controller : Provided that this sub-section shall not apply to a building in respect which the landlord has obtained an order for possession on any of the grounds specified in sub-section (3) clause (iv) of sub-section (A) and sub-sections (7) and (8) of section 11. (b) Every notice given under clause (a) shall contain such particulars as may be prescribed. (2) If the tenant of a building puts another person in occupation thereof and does not re-occupy it within a period of three months, then, on the expiry of such period, the tenancy shall be deemed to have terminated and it shall be the duty of the tenant, and also of the landlord if he is aware of such termination, to give notice thereof in writing to the Accommodation Controller within fifteen days of such termination: Provided that the tenant may, before the expiry of three months, apply to the Accommodation Controller to reoccupy the building within a period of six months and if such permission is granted, this sub-section shall have effect if for the period of three months specified therein, a period of six months were substituted. shall not apply where the building sub-let has been sub-let by a tenant entitled to do so, after giving due notice to the Accommodation Controller under sub-section (1) and in conformity with the provisions of this section, (3) If within fifteen days of the receipt by the Accommodation Controller of a notice under sub-section (1) or sub-section (2), the Accommodation Controller does not intimate to the landlord in writing that the building is required for the purpose of the State or Central Government or of any local authority or of any public institution or for the occupation of any officer of such Government, or local authority or for the occupation of such class of non-officials as may be prescribed. having regard to the importance of their service to society, the landlord shall be at liberty to let the building to any tenant or to occupy it himself. (4) The landlord shall not let the building to a tenant or occupy it himself, before the expiry of the period of fifteen days specified in sub-section (3) unless in the meantime he has received intimation that the building is not required for the purposes or for occupation by any of the persons specified in that sub-section. (5) If the building is required for the purposes of the State or Central Government or a local authority or any public institution or for the occupation of any officer of such Government or local authority, or for occupation by any of the persons specified in sub-section (3), the landlord shall deliver possession of the building to the Accommodation Controller and the Government, the local authority or public institution or officer or person shall be deemed to be the tenant of the landlord, with retrospective effect from the date on which the Accommodation Controller received notice under sub-section (1) or sub-section (2), the terms of the tenancy being such as may be agreed upon between the landlord and the tenant and in default of an agreement, as may be determined under section 5: Provided that the rent payable shall be the fair rent, if any fixed for the building under the provisions of this Act, and if no fair rent has been so fixed, such fair rent as may be determined in accordance with the provisions of this Act: Provided further that a building used as a residential building, shall not be used as a non-residential building or vice versa unless the Accommodation Controller after hearing the landlord grants permission under sub-section (1) of section 17: Provided also that no structural alterations shall be made in the building, unless the consent of the landlord is also obtained therefore (6) (a) Where a landlord has two or more residential buildings in the same city, town or village and they have not been let by him, the landlord may choose any one of such buildings for his own occupation and shall give notice to the Accommodation Controller the building so chosen by him and every other building not so chosen. (b) When giving notice as aforesaid, the landlord shall also specify therein— (i) whether any building other than the one chosen by him under clause (a) has been continuously in the occupation of any member of his family or of any dependant of the landlord; or whether building for of any member of (c) the case (i) Accommodation Controller is satisfied that the of

the building by any any the landlord is bona fide, the allow such member or Io occupy and if the Accommodation salJfied, (d) in the case (ii) of Accommodation Controller rr• is satisfied that I)IC required by any member of thtâil! of the landlord i such occupation, make an orclq the landlord Illth: Accommodat ion is not so satisfied he shall such by any order paqv•d Accommodation Controller (d) e order prefir in writing to the District colltt)l within whose building respect of which he shall pass such orders on apptllßhemay think [it, (f) Every notice (a) \$0 far as it +elates to any buildia ch0\$ñ the of in Provided that in respect referred whereof an •order under clause the of sub-section (3) had by the under sub-secti— after period of Efteen days from the landlord order passed by the Accommm or, if period, as had been gi the vested in under mentioned sub-section (3) and priorities (7) Any officer in Olay summarily dispossess— (i) any landlord, tenant occupying any in contravention o— f of this under sub-section (S of any 6 (ii) any officer, person, local authority or public institution con• tinuing to occupy, or failing to deliver possession of, any building after the termination of his or its licence to occupy such building, and take possession of the building including any portion thereof which may have been sub-let : frovided that in cases where any landlord has been refused Sion for the occupation ofa building unuer clause (c) or clause (d) of sub-section (6), not less than one week's notice to show cause to the contrary shall be given before action is taken under this sub-section. (b) If free access to the building is not afforded to the officer empowered under clause (a) he may, between 6 a.m. and 6 p.m. after giving reasonable warning and facility to withdraw to any women not appearing in public according to the customs of the country, remove or open any lock or bolt or break open any door or do any other act necessary for effecting such dispossession. (c) Any landlord, tenant or other person or any officer, local authority public institution, liable to be summarily dispossessed under clause (a) shall pay to the Government— (i) the fair rent payable for the building under the provisions of this Act for the period of his or its occupation or possession thereof as described in that clause; and (ii) the expenses, if any, incurred by the Government in effecting such summary dispossession, as determined by them, which determination shall be final. (8) Nothing contained in this sectionßhall apply— (a) to any building of which the rent does not, or where the rent has not been fixed, the fair rent would not, when fixed, exceed fifteen rupees per mensem; or (b) to any building or buildings owned by any company, association or firm, whether incorporated or not and bonajde intended solely for the occupation of its officers, servants or agents and situated in the same city, town or village

5. Determination o/ fair rent .41 V The Rent Control Court shall, on application of the tenant or lap 'Vord of a building, fix the fair rent for such building after holding such enquiry as it thiks fit. (2) In fixing the fair rent the Court shall take into consi •ler& t ion the property tax or house tax fixed for the building at the time of letting in the property tax register or house tax register of the local authority within whose area the building is situated. . State I lousing Prcavided that •ñ the case of— (éi) any residential building, or (E) any esidential building, excepting a building which fittings have been affixed in machinery have been installed and machinery have been excluded] from valuation for the purpose of fixing the property tax or house tax by aloca& authority* fixed may in proper cases be in, no case exgteed• by more than fifteen per cent, the monthly rent on the basis the property. tax or the. vailing years immediately before the date was fixed or if the building was not assessed to tax or house tax before the said period of two years the on the basis or which the, property tag or house tax prevailing immediately before the date of the application was fixed.] (3) If there is, no property tax or tax fixed for the building if it not based on a or T the building is situated inn an area which is not a City, Panchayat or im any other olocal authority, the fair rereshaiiibe fixed after taking similar accommodation in, similar the twelve (4) In case the allotment of the Controller, he may, for the building and the Rent Control on. application by an Cbz 'The Rent Control Court shall intimate the the building, to the local authority jurisdiction the building, respect of which the fair fixed The local æuthority receipt of such axecord fair in the register kept and the register for inspection in such as may be prescribed. The register so full particulars in regard xn pect ofl by the Rent. court and subsequent 6. in air rent what cases When the fair ren Of a such fair shall be permissible except additions, or alteration has been at the land. Substituted by Act 7 of 1966. fair as under thi shall exceed the fair rent payable under this Act for a s'milar building locality with such additional improvement alteration and it shall be chargeable until such addition, improve [lent or alteration any dispute between the landlord and the in 10 any increase claimed under s bc (2) Where; after the fair of a building been fixed under decided by the, Rent Control Court. this Act, there is a decrease or diminution in the accommodation ot amenities

provided, the tenant may claim a reduction in the fair rent as so fixed, and any dispute between the landlord and the tenant in regard to any so claimed shall be decided by the Control Court. --(1) Where the amount of taxes and cases payable by the landlord in respect of any building to Court. local authority has increased after fixation of the fair rent, such increase (2) Where the fair rent of a building has not been under section 5— notwithstanding anything contained in any contract, rent payable for the building in case it is a falling under clause (i) or clause (ii) of the proviso to sub-section (2) of section 5 shall be, where the tax or house tax has been fixed by the local authority the maximum rent that may be fixed by the Rent Court as provided for in sub-section (2) of section 5 shall be, where the agreed rent whichever is less, and in cases where property tax or house tax has been fixed for the building or where it has been fixed not on a rental basis agreed rent; (b) the landlord shall not claim, receive or stipulate for payment of, any premium or other like sum in addition to, to the rent payable under clause (a) for a building under clause (i) or clause (ii) of the proviso to sub-section (2) of section 5, and the agreed rent in the case of other building : dispute between the landlord and tenant in regard to original fair rent shall be so recovered from the tenant. to any instance claimed under sub-section or or agreed Rent Control Court. (1) Where the Control Court has determined the fair (a) the landlord shall not claim, receive or stipulate for the payment of (i) any premium like sum in of a building— in addition to such fair rent, or (ii) save provided in section 6, or section 7 anything in excess of such fair rent Provided that the landlord may receive, stipulate for the payment of; an amount not more than any premium or other like or rent paid in addition to, or in excess of such fair rent, whether before or after the commencement of this Act, in consideration of the grant, continuance or renewal of the tenancy of the building after such commencement, shall be refunded by the landlord to person by whom it was paid or at the option of such person, be otherwise adjusted by landlord Provided that where before the determination of the fair rent, rent has been paid in excess thereof, or adjustment shall be limited to the amount paid in excess for a period of three years immediately before the institution of any proceedings for such determination. Provided no such increase exceeding of the Provided that the landlord may receive, or stipulate for the payment of any amount not exceeding one month's rent, by way of advance; save as provided in clause (b) any sum paid in excess of rent payable under clause (a) in the case of a building falling under clause (i) or clause (ii) of the proviso to sub-section (2) of section 5 and the agreed rent in the case of any other building in consideration of the grant, continuance or renewal of the tenancy of the building the commencement of this Act, shall be refunded by landlord to the person by whom it was paid or at option of such person, shall be otherwise adjusted by landlord. (1) or (a) Any stipulation in contravention of sub-section (2), shall be null and void

9. Right of tenant paying rent or advance to Every tenant who makes payment on account of rent or advance shall be entitled obtain a receipt 'in the prescribed form for the amount paid, duly signed by the landlord or his authorised agent.

(2) Where a landlord refuses to accept or evades the receipt any rent lawfully payable to him by a tenant in respect of any building the tenant may either permit the rent to the landlord by money order after deducting the money order commission and continue to remit rent which may subsequently become due in respect of the building in the same manner until the landlord signifies by a written notice to tenant his willingness to accept the rent or may by notice in writing require the landlord to specify within ten days from the date of receipt of the notice by him, a bank into which the rent may be deposited by the tenant to the credit of the landlord. Provided that such bank, if specified as aforesaid, shall be one situated in the city, town or village in which the building is situated or if there is no such bank in such city, town or village, within three miles of the limits thereof. Explanation.—It shall be open to the landlord to specify, from time to time, by a written notice to the tenant and subject to the proviso aforesaid, a bank different from the one already specified by him under this sub-section. (3) If the landlord specified a bank, as aforesaid, the tenant shall deposit the rent in the bank and shall continue to deposit in it any rent which may subsequently become due in respect of the building. (4) If the landlord does not specify a bank as aforesaid, the tenant shall remit the rent to the landlord by money order, after deducting the money order commission and continue to remit any rent which may subsequently become due in respect of the building in the same manner until the landlord signifies by a written notice to the tenant his willingness to accept the rent or specifies a bank in which the rent shall be deposited in accordance with the provisions of sub-section (2)

10. Right of tenant to deposit rent in certain Where the address of the landlord or his authorised agent is not known to the tenant, he may deposit the rent lawfully payable to the landlord in the

service of the notice referred to in sub-section (2) before such au'th0d 11 doubt is —noved the dispute is settled by the decision of a tent Court. or by a settlement between the parties or until the Rent Control Co,urt makes an order under clause (b) 'of sub-section (4), as (4) (a) Thel Rent Control Court to whom a report under (3) shall, if satisfied that a bonafide doubt or dispute exists in the matter, direct that pending removal of the doubt or settle- ment of the dispute as aforesaid, the deposit be held by the authority (b) Ifthe Rent Control court is not so satisfied, it shall forth- with order payment Of the amount deposited to the landlord. (5) (a) VVhe?e the Rent Control Court passes an order under clause (a) of sub-section (4), any amount or amounts deposited under sub-section {3) may be withdrawn only by the person who is declared by a court to be entitled thereto, or in case the doubt or dispute is removed by a settlement between the parties, only by the person is held by the Rent Control Court to be entitled to the amont or announts in accordance with such settlement. (b) order passed by the Rent Control court under clause (b) of (g) shall not debar the aggrieved party from establish. I . Eüiction OJ tenants. HI) Notwithstanding anynthing to the con- trary contained in any other law or contract a tenant shall not be evicted, whether in execution of a decree or otherwise, except in Provided that nothing contained in this section shall apply to a tenanc whose landlord is the State Government or the Central Govern. ment or other public authority notified under this Act : Providerä further that where the tenant denies the title of the rity and in such manner as may be prescribed, and continue to deposit lord or claims right of permanent tenancy, the Rent Control shall decide whether the denial or claim is bona Jide. and if it togethawith the fee prescribed, as aforesaid, before the same records a finding to that effect, the landlord shall be entitled to rity and in the same manner until the address sof the landlord or hi' eviction of tenant in a Civil Court and court may decree for eviction on any of the grounds mentioned in the section, notwithstanding that the court finds that denial does not involve (2) The rent so deposited may, subject to such conditions as may forfeiture of the lease or that the claim is unfounded. (2) (u) A landlord who seeks to evict his tenant shall apply to or his authorised agent, on application to the Court. the Rent Control Court for a direction in that behalf. (3) Where any bona fide doubt or dispute arises as to the person (b) the Rent Control court, after giving the tenant a who is <ltitled to receive the rent for any building, the tenant may reasonable opportunity of showing cause against the application, is deposit such rent before such authority and in such ma nner as may be' satisfied that Ähe tenant has not paid or tendered the rent due by him prescribed and shall report to the Rent Control Court the circumstances in respect of the building within fifteen days after the expiry of the under which such deposit was made by him, and may continue to deposit any rent which may subsequently. become due in respect of the building before the same authority and in the same manner until the State I lousing Board, l 12 time fixed in the agreement of tenancy with h s landlord or in • the absence of any such agreement by the last day of the month next following that for which the rent is payable, it shall make an order directing the tenant to put the landlord in of the building, and if it is not satisfied it shall make an order rejecting the application thereof by him : Provided that an application undec chis sub-section shall be rna@@e landlord has sent a registered notice to the tenant intimating ihe default and the tenant has teÅQfeFihe Féiit to\$ther with interest at six per cent. per annum incurred in sending the notice within fifteen days of the receipt of the notice or of the refuSal -thereof:- 11 (c) The order of the Rent Contro Court directing the tenant to put the landlord in possession of the. building shall not beE executed before the expiry of one month from the date of such order or such further period as the Rent Control Cou t may in its discretion allow; and if the tenant deposits the arrears of rent with interest and cost of proceedings within the said period of one month or such further period, as the case may be, it shall vacate that order.] (3) A landlord may apply to the Re9t Control Court for an order directing the tenant to put the landlord in possession of the building if he bona fide needs the building for his own occupation or for the occupation by any member of his family de endent on him: Provided that the Rent Control Court shall not give any. such direction if the landlord has another buil ing of his own in his possession in the same city, town or villa e except where the Rent Control Court is satisfied that for special reaso s, in any particular case it will be just and proper to do so. Provided further that the Rent Court shall not give any direction to a tenant to put the landlord in possession, if such tenant is depending for his livelihood mainly or the income derived from any trade or business carried on in such building there is no other suitable building available in the locality for such peréon to carry on such trade or business: Provided further that no landlord whose right to recover posessorv arises under an instrument of transfer inter vivos shall be entitled to apply to be put in possession until the expiry of one year from the date of the instrument

: Provided further that if a landlord after obtaining an order to be put in possession transfers his rights in respect of the building to another person, the transferee shall not be entitled to be put in possession (1) Substituted by Act 7 of 1966 13 unless he proves that he bonafide needs the building for himself or the occupation by any member of his family (14'), A landlord may apply to the Rent Control order correcting the tenant to put the landlord in (i) if the tenant after the commencement of the Act the consent of the landlord, transfers his right under the lease the entire building or any portion thereof if the confer him any right to do so. 2 [xxx] E Provided that an application under this made for the first time in respect of one and the same the has sent a registered notice to the tenant contravention of the said condition of the lease and the to terminate the transfer or the sub-lease, as the case may be thirty of the receipt of the notice or the refusal thereof 1 [Explanation.--*Where on the partition of a joint family or 01 of co-tenants, or on the dissolution of a firm of the joint family or the co-tenants or where a lease is vested in a member of the joint co-tenant or a partner, as the case may be by act of parties or otherwise, then, tenant of his right under the lease shall to have taken place within the meaning of clause; or] (a) if the tenant uses the building in such a manner as to reduce its value or utility materially and permanently, or if the tenant already has in his possession a subsequently acquires possession of or puts up a building, sufficient for his requirements in the same city, town or if the building is in such a condition that reconstruction and if the landlord requires bonafide to same and if he satisfies the Court that he has the plan and any required, and the ability to rebuild and if the property made as pretext for eviction : Provided that the landlord who evicts a tenant and does not reconstruct completely the building within a time which may be extended by the Rent Control Court, shall on a petition to the Court be liable to a fine of rupees five hundred if it is proved that he has wilfully neglected to reconstruct completely the building (1) Inserted by Act 7 of 1966 (2) Omitted by Act 7 Of 1966 (3) Inserted by Act 2 of 1973