

PARLIAMENT OF UGANDA

**REPORT OF THE COMMITTEE ON PHYSICAL INFRASTRUCTURE ON THE
LANDLORD AND TENANT BILL, 2021**

*Office of the Clerk to Parliament
Parliament Building
Kampala*

**December
2021**

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1.0 Introduction

The Landlord and Tenant Bill 2021 was read for the first time on Wednesday 29th September 2021 and referred to the Parliamentary Committee on Physical Infrastructure for consideration.

In accordance with Rules 129 and 189 (c) of the Rules of Procedure of Parliament, the Committee scrutinized the Bill and now presents its report to the House for consideration.

2.0 Background

The relationship between landlord and tenant is currently governed by the Rent Restriction Act Cap 231, the Distress for Rent (Bailiffs) Act, Cap 76 which were enacted in 1949 and 1933 respectively and the Principles of Contract Law. These Statutes are outdated as new issues that require regulation in the landlord-tenant relationships have emerged since their enactment. As a result, there is lack of proper regulation of the relationship and hence disharmony among the key players and disruption of the industry.

It is against this background that the government introduced the Landlord and Tenant Bill, 2021 with the following objectives:

- a) to regulate the relationship between the landlord and tenant;
- b) to reform and consolidate the law relating to the letting of premises;
- c) to provide for the responsibilities of landlords and tenants in relation to the letting of premises; and
- d) to provide for related matters.

A similar Bill entitled "The Landlord and Tenant Bill, 2018" had been presented to the 10th Parliament. It was considered and passed by that Parliament with some amendments and with confirmation that it complied with Human Rights, the Sustainable Development Goals, and it addressed the gaps in the existing law.

In accordance with Article 91 of the Constitution of the Republic of Uganda the Landlord and Tenant Bill, 2018 as passed by Parliament was sent to the President for Assent on 5th May 2019. However, H.E the President in his letter dated 27th October 2020 to the Rt. Hon. Speaker returned the Bill to Parliament requesting for reconsideration in the following areas:

1. Clause 2 of the Bill provides for the interpretation of the meaning of "Business Premises" and "Residential Premises". In view of the changes in the working environment as a result of COVID-19, the President proposed that the interpretations therein, should factor in the emerging trend of home offices and home-stay tourism. As more business professionals and e-commerce enterprises switch to home-working on account of COVID-19, the definition of residential premises should be expanded to accommodate the mixed-use of houses for residential and office businesses that do not require physical interface with customers.
2. Clause 15(1) provides that tenants should not use rented premises (or permit their use) in a manner that causes a nuisance to any occupier of neighbouring premises. This clause presumes that physical planning by Local Governments will adhere to the separation of Residential and Commercial areas and will do the same in their issuance of Trading Licences to avoid situations whereby one licensed commercial activity ends up becoming a nuisance to another activity that is equally licensed by the same Local Government. In addition not enforcing Noise Pollution

By-laws and Standards is currently a major nuisance and public health concern for the majority of urban dwellers.

Attached herewith as:

- i. annex 1, is H.E. the President's letter dated 27th October 2020 addressed to the Rt. Hon. Speaker of Parliament
- ii. annex 2, is the Landlord and Tenants Bill, 2018 as passed by Parliament and sent to H.E. the President for assent.

The 10th Parliament elapsed before reconsidering of the Bill.

In accordance with Rule 235 of the Rules of Procedure of Parliament, the Rt. Hon. Speaker directed that all Bills that lapsed with the 10th Parliament but are still relevant should be reintroduced to the House. The Landlord and Tenant Bill 2021 was thus read for the 1st time on 29th September 2021 and referred to the Committee of Physical Infrastructure for consideration. The initial instruction was that the Committee should limit itself to H.E. the President's concerns.

In the course of its deliberations however, the Committee noted that there were some changes to the Bill that made it different from the Landlord and Tenant Bill, 2018 as passed by Parliament and sent to H.E. the President for assent; the basis on which he raised concerns and returned the Bill to Parliament for reconsideration of particular clauses.

Against this background, the Committee sought permission from Parliament on 2nd November 2021 to consider the Landlord and Tenant Bill 2021 in its totality and for more time to consider the Bill. The request was granted.

The Committee thus considered the Landlord and Tenant Bill, 2021 and hereby presents its report to the House for consideration.

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3.0 Methodology

The Committee:

1. Perused the Landlord and Tenants Bill, 2021.
2. Considered H.E. the President's concerns as contained in his letter to the Rt. Hon. Speaker dated 27th October 2020 on the Landlord and Tenants Bill, 2018 as passed by Parliament.
3. Held consultative meetings with key stakeholders: namely
 - i. Minister of Lands, Housing and Urban Development (MoLHUD); the sponsor of the Landlord and Tenants Bill 2021.
 - ii. Uganda Electricity Regulatory Authority; the regulator of the electricity sector in Uganda
 - iii. UMEME Ltd; the largest distributor of electricity to Ugandans.
 - iv. Kampala Arcaders Advocacy Forum (KAAFO); a registered non-Profit Forum that was formed by Ugandan traders operating in the arcades of Kampala to organize themselves and promote a conducive trade environment, increase business opportunities, have good trade order in the city and create good working relations with the Government, KCCA and other landlords.
 - v. The Landlord's and Developer's Association; an association of Landlords and Real Estate developers predominantly around Kampala.
 - vi. Kampala City Traders Association (KACITA); a business association in Uganda aimed at facilitating trade, bringing together the business community and mobilising them into a viable, organised and social sustainable market place.

4. Received and considered a written submission from Kalungi Estates Limited.

4.0 Committee Observations and Recommendations

1. Issues that emerged from engagements with the MoLHUD

The Committee found that there were differences between the Landlord and Tenants Bill 2021 and the Landlord and Tenant Bill 2018 as passed by Parliament and sent to the President for assent. The affected clauses were as follows: 1(2), 2, 3(2), 9(2), 13, 16 (2), 26 (2), 27 (1), 31(1), 31(6), 46(2) and 53(d).

The Committee however noted that:

- i. whereas the differences in Clauses 1(2), 2 (on the definitions of Business and Residential Premises), 3(2), 16(2), 27(1) , 31(1), 46(2) and 53 (d) were substantive those identified in Clauses 2 (on definition of currency point), 9(2), 13, 26(2) and 31(6) were alterations arising from legislative drafting.
- ii. the differences in Clauses 2 (on the definition of Residential Premises), 16(2) and 53(d) were to accommodate the concerns of H.E. the President.
- iii. the substantive differences were as follows:
 - a) The Landlord and Tenant Bill 2021 excludes the words “a person” in the definition of the word “business” thereby excluding activities that are carried on by one person. The Landlord and Tenant Bill, 2018 as sent to the President for assent had defined business to *inter-alia* include business carried out by a person
 - b) the words “with approval of Parliament” as contained in the Landlord and Tenant Bill, 2018 as passed by Parliament were removed from clauses 1(2) and 27(1) of the Landlord and Tenant Bill 2021; thereby:

- in 1(2) eliminating the requirement for Parliamentary approval in situations where the Minister chooses to exempt particular premises (apart from those already listed in this law) from the operation of this Act.
- in 27(1) eliminating the requirement for Parliamentary approval in situations where the Minister is permitting a landlord to increase rent by more than ten percent annually. The Landlord and Tenant Bill, 2018 as passed by Parliament and sent to the President for Assent prohibits a landlord from increasing rent at a rate of more than ten percent annually.

c) the word “may” in 3(2) and 31(1) was replaced with the word “shall”. This makes mandatory requirements that Parliament had ruled to be optional.

d) clause 46(2) provides for a penalty for a landlord who unlawfully evicts or attempts to evict a tenant from premises. The words “a fine equivalent to three months’ rent payable” contained in the Landlord and Tenants Bill, 2018 as passed by Parliament was replaced with the words “a fine not exceeding two hundred and fifty currency points” in the Landlord and Tenants Bill 2021.

The Committee notes that the alteration in wording is not proper because it undermines the principal of fairness. Two hundred and fifty currency points are standard yet the rent charged for different premises is different. The penalty imposed on the landlord as provided in the Landlord and Tenant Bill 2021 is the equivalent of UGX. 5,000,000 which may be too much or too little depending on the rent charged for the premise.

Observation

The Committee observes that any alteration to a law that amounts to a change in the meaning of a provision as passed by Parliament amounts to usurping the powers of Parliament to make laws.

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The Committee was however informed that the differences found between the Landlord and Tenant Bill, 2018 as passed by Parliament and the Landlord and Tenant Bill 2021, apart from improvements in legislative drafting and the incorporation of H.E. the President's concerns, were not deliberate. The substantive changes noted herein were inadvertently made and the Minister agreed that the provisions revert to what had been passed by Parliament as contained in the Landlord and Tenants Bill 2018 as sent to the President for assent.

Recommendations

The Committee recommends that:

- i. Clauses 2 specifically on the definition of currency point, 9(2), 13, and 26(2) of the Landlord and Tenant Bill 2021 be adopted.
- ii. the content of Clauses 2 specifically definition of Business, 1(2), 3(2), 27(1) and 31(1) of the Landlord and Tenant Bill 2021 revert to what is contained in the Landlord and Tenant Bill, 2018 as passed by Parliament, sent to the President for assent and returned to Parliament by the President for reconsideration.

2. Issues that arose from the concerns of H.E. the President

- i. The President was of the view that the interpretation of "Business Premises" and "Residential Premises" should be expanded to accommodate the mixed-use of houses for residential and office businesses that do not require physical interface with customers.

The Committee noted that the President's concern has been catered for in the Landlord and Tenant Bill, 2021.

- ii. The President noted that Clause 15(1) presumed that physical planning by Local Governments would adhere to the separation of Residential and

Commercial areas and will do the same in their issuance of Trading Licences to avoid situations whereby one licensed commercial activity ends up becoming a nuisance to another activity that is equally licensed by the same Local Government. The Clause in question stipulates that:

"A tenant shall not use rented premises or permit the use of the rented premises in any manner that causes a nuisance to any occupier of neighbouring premises."

The Committee noted that the President's concern had been catered for in the Landlord and Tenant Bill, 2021 by inserting a new sub-clause 16 (2) to read as follows:

"Subsection (1) applies to premises located in areas which are planned in accordance with the laws and regulations on Physical Planning."

Observations

The Committee observes that:

- i. infact H.E the President was referring to Clause 16 (1) of the Landlord and TenantBill, 2018 as sent to him for Assent and not Clause 15 (1) as captured in his letter.
- ii. the new insertion is redundant because the Physical Planning Act, 2010 provides that all parts of Uganda are a planning area. There is therefore no part of the Country that is unplanned as implied in the new insertion.
- iii. offences relating to nuisance can be addressed using other laws like the National Environment Act and bye-laws enacted by Local Governments.

Recommendation

The Committee recommends that sub-clause 16(2) be deleted.

3. Issues that emerged from interactions with other stakeholders:

i. Electricity

The Committee received concerns from the Tenants of Kampala Arcades in regard to exorbitant Electricity Bills from landlords; and that in some premises where meters have been installed, the landlords continue to interfere with the tenant's peace in this area.

Observation

The Committee noted that Clause 12 of the Bill provides that a landlord shall install a prepaid electricity meter for each of the rented premises.

However:

- i. the Electricity Act, 1999 through Statutory Instruments enacted therefrom namely, the Bulk Metering Guidelines and the Electricity Regulations (Primary Grid Code Regulations) provide for Bulk metering for loads over 100amps; and Commercial buildings are in this category. Bulk metering is not pre-paid and the Bulk Metering Regulations provide that every building will be provided with one meter at the edge of the grid. It is the responsibility of landlord to do the wiring through certified wiring companies when installing other meters within the buildings.
- ii. the ability to provide other meters by the landlords is greatly hinged on the original wiring of the building. The original wiring in many of the commercial buildings did not envisage the provision of other meters within the building.

Recommendations

The Committee recommends that Clause 12 should be deleted.

ii. Other Extra Expenses

The Committee received complaints about other extra expenses that are exorbitant and unfair to the tenants of Kampala Arcades. These include parking space and toilet facilities.

a. Parking Space

In regard to parking fees charged to the tenants of Kampala Arcades, they have to pay UGX. 20,000 per day even in arcades that are built with parking space. In their opinion the extra expense is exorbitant and unfair; moreso in the arcades that are built with parking space.

Observation

The Committee observes that parking space should be an arrangement between the landlord and tenant; and the terms should be clearly stipulated in the tenancy agreement for buildings that have parking space. Otherwise street parking is in the jurisdiction of city councils.

Recommendation

The Committee recommends that the aspect of parking space should be agreed upon by the landlord and the tenant and clearly stated in the tenancy agreement.

b. Toilet Facilities

Some stakeholders informed the Committee that tenants in some arcades in Kampala are required to pay for the use of toilets on top of paying rent. This is seen as unfair.

Worse still landlords in some arcades have transformed the toilet areas into shops so the tenants of those arcades have to look for toilets from other neighbouring areas. This too is unfair and very inconveniencing to the tenants.

Observation

The Committee observes that:

- i. common toilet facilities in rental premises must be properly maintained to standards that meet public health requirements. For this purpose most landlords have let-out the management of these facilities because they do not form part of their core business in the commercial buildings. Toilet users therefore have to pay a fee for the service.
- ii. Public Health regulations prohibit the renting-out of premises without toilet facilities.

Recommendation

The Committee recommends that:

- i. The local governments should ensure compliance with public health regulations.
- iii. All rental premises must have adequate toilet facilities provided at a reasonable cost.

c. Payment of "good will" by tenants to landlords

The Committee received complaints from KAAFO and KACITA about exorbitant "good will" charged by the landlords to tenants seeking to occupy new/alternative premises in commercial buildings. The "good will" payment is not part of rent dues and is not receipted.

Observation

The Committee observes that the practice of charging "good will" by landlords to tenants is exploitative.

Recommendation

The Committee recommends that the payment of "good will" by tenants to landlords be outlawed.

iii. Receipting of Rent Payments

Tenants complained about non issuance of receipts upon payment of rent. Instances have arisen where landlords only issue a piece of paper indicating "cleared" for tenants who have paid their rent dues. In other instances the amount indicated on the receipt issued to the tenant is just a small fraction of what has been paid to the landlord by the tenant.

Observation

The Committee observes that there is need for a legal provision that compels the landlord to issue a receipt to the tenant upon payment of rent; and that the receipt must be formatted to include the actual amount paid and period covered by the amount paid.

Recommendation

The Committee recommends that the Bill be amended to provide for amount paid and the duration covered by the said amount.

4. Other areas that emerged during consideration of the Bill

i. Tenancy Agreements

The Bill provides a rigid format for tenancy agreements that are made in writing. The format may not accommodate all issues that the parties to a tenancy agreement would like to mutually include in their contract.

Observation

The Committee observes that the Bill restricts the nature of tenancy agreements and yet the laws of Uganda provide for freedom of contract.

Recommendation

The Committee proposes that the Bill should allow for freedom of contract and uphold the right of parties to determine the terms of their tenancy.

ii. Circumstances underwhich the tenant may repair premises

The Bill allows a tenant to carry out repairs where he/she has taken reasonable steps to arrange for the landlord to carry out repairs but is unable to get the landlord to carry out the repairs. It further provides that the tenant immediately after carrying out the repairs gives the landlord written notice of repairs done and the cost implications for reimbursement within fourteen days.

Observation

The Committee observes that the provision as is encourages exploitation of the landlord since there is no time frame given within which the tenant should notify the landlord for the need for the repair; and also that the cost of repairs are open to exaggeration by the tenant.

Recommendation

The Committee proposes that the Bill should be amended to:

- i. provide for a fair timeframe between a notice to the landlord alerting him of the need for a given repair and the commencement of repair works by the tenant.
- ii. the cost of the repair must be based on the going market rates.

iii. Increase of rent

The Bill provides that the landlord shall give a tenant at least ninety days notice of a proposed increment in rent.

Observation

The Committee observes that parties may mutually agree on how rent should be increased especially with a long term tenancy. Sixty days notice would be more reasonable in the circumstances.

Recommendation

The Committee proposes that the minimum period of notice for increase in rent should be amended to provide for a shorter period of sixty days.

iv. Failure to pay rent by tenant and claims for rent arrears

The Bill provides that where a tenant defaults in paying rent the landlord may apply to a court of competent jurisdiction to recover the rent owed.

Observation

The Committee observes that the court processes are very time consuming and instances have arisen where the defaulting tenant continues to occupy the premises until an order of eviction is obtained; which causes the landlord further financial loss.

Recommendation

The Committee proposes that in order to save the landlord from further financial loss, the Bill should allow the landlord to re-enter the premises and take possession thereof in the presence of the local authorities without prejudice to the right to recover the rent arrears.

v. Termination after notice

The Committee was concerned that when a notice of termination of contract is issued by the landlord to the tenant, sometimes the tenant interprets the notice as end of contract although they continue to occupy the premises until the period of the notice has elapsed; during which period they do not pay rent.

a. Observation

The Committee observes that this is tantamount to breach of contract because at that point the contract is still subsisting and the tenant though due to vacate the premises must continue to pay their rent until they actually vacate the premises.

Recommendation

The Committee proposes that a new sub-clause be provided to cover this scenario.

b. Observation

The Committee further observed that matters pertaining to the termination of tenancy in a business premise should be covered in the tenancy agreement as opposed to this law.

Recommendation

The Committee proposes that matters pertaining to the termination of a tenancy in a business premise should be left to the tenancy agreement

vi. Termination by abandonment

The Bill provides that a tenancy is considered terminated by abandonment where the tenant leaves the premises permanently without ending the period stipulated in the tenancy agreement.

Observation

The Committee observes that abandonment without finishing the term of the contract amounts to breach of contract; and that in such circumstances the landlord should have the right to recover any accrued rent and charges.

Recommendation

The Committee proposes that the Bill should empower the land lord to recover any accrued rent and charges in such circumstances.

vii. Challenging of termination of a tenancy agreement in court

The Bill provides that a tenant or landlord may challenge termination in court. It however proceeds to provide for a right of appeal in favour of a dis-satisfied tenant but not a dis-satisfied landlord.

Observation

The Committee observes that the landlord too could get dissatisfied with a court ruling.

Recommendation

The Committee proposes that the Bill be amended to provide equal protection to both the landlord and the tenant.

viii. Unlawful eviction of tenant

The Bill provides for criminal sanctions against a landlord who unlawfully evicts a tenant.

Observation

The Committee observes that the landlord tenant relationship is a civil relationship. The criminal sanctions against landlords could be challenged on these grounds; and further challenged on account of unequal protection under the law since no such sanctions are provided for tenants who breach the same law.

Recommendation

The Committee proposes that the Bill should be amended to restrict sanctions to compensatory damages.

ix. Subjecting tenant to annoyance

The Bill provides that the landlord shall not subject a tenant to annoyance.

Observation

The Committee observes that the tenant too could subject the landlord to annoyance making the provision ambiguous.

Recommendation

The Committee proposes that the clause be deleted.

x. Entry of rented premises by Landlord

The Bill only envisages entry into rented premises by the landlord upon notice of 24 hours.

Observation

The Committee observes that situations of emergency could arise and that such situations warrant the landlord undisputed entry into the rented premises to mitigate possible damage to the property in such disasters as fire and flooding

Recommendation

The Committee proposes that the Bill should be amended to permit entry into the rented premises by the landlord in emergency situations.

5.0 Conclusion

The Committee recommends that the bill be passed, subject to the proposed amendments.

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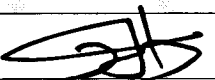
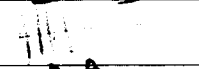


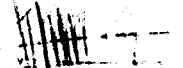
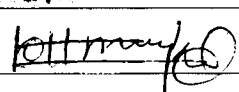
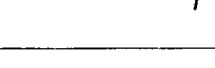
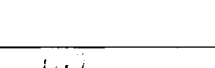
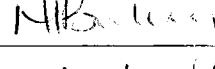
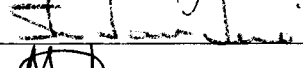
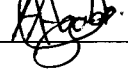

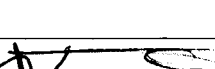
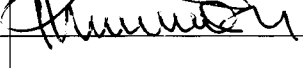
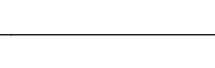

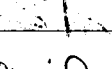
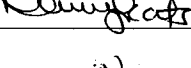

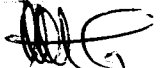

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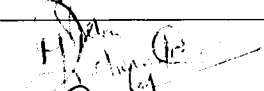
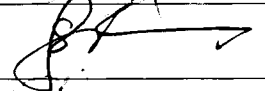



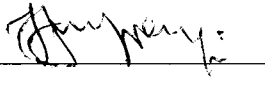
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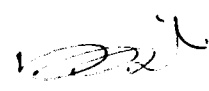
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**MEMBERS OF THE COMMITTEE ON PHYSICAL INFRASTRUCTURE
APENDING THEIR SIGNATURES TO THE LANDLORD AND TENANT BILL,
2021**

NO	NAME	PARTY	SIGNATURE
1	Hon. Karubanga David C/P	NRM	
2	Hon. Kasolo Robert D/CP	NRM	
3	Hon. Sarah Opendi	NRM	
4	Hon. Thembo Gideon Mujungu	NRM	
5	Hon. Nsegumire Muhamad Kibedi	NRM	
6	Hon. Lokwang Hillary	NRM	
7	Hon. Mawanda Michael	NRM	
8	Hon. Asaba Paul Nsabimana	NRM	
9	Hon. Bukenya Michael Iga	NRM	
10	Hon. Byanyima Nathan	NRM	
11	Hon. Agaba Aisa	NRM	
12	Hon. Pascal Mbabazi	NRM	
13	Hon. Atyang Stella	NRM	
14	Hon. Kabanda David	NRM	
15	Hon. Namujju Cissy	NRM	
16	Hon. Awas Sylvia Vicky	NRM	
17	Hon. Ssemwanga Gyaviira	NRM	
18	Hon. Naigaga Mariam	NRM	
19	Hon. Atwakiire Catherine Ndamira	NRM	
20	Hon. Kabuusu Moses	FDC	
21	Hon. Attan Moses	FDC	



22	Hon. Sebamala Richard	DP	
23	Hon. Okello Nelson	UPC	
24	Hon. Saazi Godfrey	NUP	
25	Hon. Nambeshe John Baptist	NUP	
26	Hon. Ssekabira Denis	NUP	
27	Hon. Balimwezo Ronald Nsubuga	NUP	
28	Hon. Okupa Elijah	INDEP.	
29	Hon. Mugema Peter	INDEP.	
30	Hon. Roland Ndyomugyenye	INDEP.	
31	Hon. Nsanja Patrick	INDEP.	
32	Hon. Rwemulikya Ibanda	INDEP.	



PROPOSED AMENDMENTS TO THE LANDLORD AND TENANT BILL, 2021

Clause 1: Application

Sub-Clause (2)

Insert the phrase "*with the approval of Parliament,*" between 'may' and 'by' in the first line.

Justification

The Parliament must be involved in disapplying the provisions of the Act from any particular premises.

Clause 2: Interpretation

Definition of "business"

Redraft the interpretation of the word "business", as follows-

"business" includes trade, commerce, profession or employment and includes any activity carried on by a person or body of persons, whether corporate or unincorporate;

Justification

To broaden the definition to apply to both natural and unnatural persons.

Definition of "good-will"

Insert a new definition of the word "good-will" after the definition of the word "currency point" as follows;

"good-will" means the pre-contractual one-off payment made between a landlord and a prospective tenant or between an existing tenant and prospective tenant, in respect of the assumed competitive value of a particular portion or the whole of a business premises to be let out;"

Justification;

To provide for the definition of good-will which was not provided for in the Bill.

Clause 3: Making of Tenancy Agreements.

1) **Sub-Clause (1)**

Insert the following phrase at the end of the provision: *"provided that where the parties shall have executed a tenancy agreement, the landlord-tenancy relationship between the parties shall be governed by the terms of the tenancy."*

2) **Sub-Clause (2)**

Insert the following phrase at the end of the provision: *"save that the parties may make some modifications accordingly."*

Justification:

To allow for freedom of contract and the uphold the right of the parties to determine terms of their tenancy, given the fact that terms may differ depending on the nature of the demised premises.

Clause 6: Implied term as to fitness for human habitation.

1) **Sub-Clause (1) (b)**

At the end of the provision add the following phrase; *"save that the obligation shall be restricted to the exterior of the premises and common areas."*

Justification:

During the term of the tenancy, the tenant is in occupation of the premises and has a duty to maintain the inside of the premises in good and tenantable repair.

2) **Sub-Clause (4)**

The following should be included at the beginning of the clause; *"Except in case of an emergency, a landlord may....."*

Justification:

There may be situations where remedial action is so urgent that it can't wait for 24 hours' notice like flooding or sewerage breakdown.

Clause 7: Duty to keep premises in repair

Sub-Clause (1)

[Handwritten signatures and initials are present below this section, including "Thompson", "St. Louis", "H. H. H.", "N. B. B.", "D. D. D.", and "D. D. D."]

At the end of the clause; add the following; *save that the obligation shall extend to the exterior parts of the premises and common areas.*

Justification:

During the term of the tenancy, the tenant is in occupation of the premises and has a duty to maintain the inside of the premises in good and tenantable repair.

Clause 8: Exception to duty of landlord to repair premises

1) **Sub-clause (4)**

Insert the following at the beginning of the clause; *"Except in case of an emergency,"*

2) **Sub-clause (6)**

The tenant shall re-imburse the landlord within a period 14 days after the notification to the landlord or the same may be deducted from any rent advance already received by the Landlord.....

Justification:

Same number of days should be provided for landlord and tenant so that the law affords equal protection to both parties as enshrined in the Constitution.

Clause 9: Circumstances where tenant may repair premises

1) **Sub-clause (1) (b)**

At the end of the provision insert the following; *"after serving the landlord with 14 days' prior notice of need for repairs and the cost thereof."*

Justification:

Same number of days should be provided for landlord and tenant so that the law affords equal protection to both parties.

2) **Sub-clause (3)**

Insert the following at the of the provision; *"provided that the tenant shall submit to the landlord, supporting documentary proof as evidence of the cost of repair, and the cost thereof shall be required to be reasonable at the prevailing market rates."*

Justification:

To avoid exaggerated claims being preferred against landlord by tenants in the same way clause 8(5) is worded.

Clause 11: Void terms and conditions in tenancy

The Clause should start with the phrase; *"Subject to clause 3(1),"*

Justification:

To avoid a contradiction in the law, with one clause upholding the right of the parties to contract and another taking away the right. Some tenancies may require technical advice which comes at a cost. The parties should retain the right to agree on how the cost should be apportioned.

Clause 12: Provision of separate prepaid electricity meters.

Delete clause 12.

Justification:

According to the service providers, it is not practicable and poses technical difficulties given the building requirements in terms of wiring the units of business premises.

Clause 14: Utilities charges for which landlord is liable

Paragraph(e)

Delete and substitute with the following; *"In case of sewerage disposal charges, the landlord and tenant may agree on the contribution be made by the tenant."*

Justification

Sewerage disposal charges cannot practically be metered separately. It is only fair that the landlord and tenant be allowed to agree on a reasonable sum to be contributed by the tenant

Clause 16 Tenant not to cause nuisance or interference

1) Clause 16 (1)

Delete the phrase "*Subject to subsection (2),*"

Justification

It is not necessary to subject the clause to subsection (2) since the committee proposes to move an amendment to delete sub-section (2).

2) Clause 16 (2)

Delete sub-clause (2)

Justification

According to section 3 of the Physical Planning Act, 2010, the whole of Uganda was declared a planning area. Thus the requirement not to cause a nuisance covers the whole country and as such there is no area in Uganda where nuisance may be allowed as purported in sub-clause (2).

Clause 22 Tenant to pay rent

Redraft Clause 22 as follows;

22. Tenant to pay rent

(1) *A tenant shall pay the rent on the date and in the manner agreed upon by the landlord and tenant.*

(2) *The landlord shall issue a receipt upon payment of rent by the tenant.*

(3) *The receipt issued in sub section (2) shall be in the form prescribed in regulations issued by the Minister.*

(4) *A landlord letting out a business premises in a city or a municipality shall provide a tenant with his or her bank account number into which all rent payments may be deposited.*

Justification

1. To ensure that landlords present an accurate representation of what is paid in rent in a receipt.

Clause 27: Increase of rent.

1) **Sub-Clause (1)**

- The provision should start as follows; "Save as may otherwise be agreed between the parties in their tenancy agreement,"
- Insert the phrase "with approval of Parliament," after the word Minister.

Justification:

The Parliament should be involved in such a critical change in the principal legislation as a check on the utilization of the powers of the Minister.

2) **Sub-clause (2)**

Insert "sixty" in the place of 'ninety'.

Justification:

Parties may mutually agree on how rent should be increased especially with a long term tenancy. 60 days' notice is also reasonable in the circumstances.

Clause 30: Failure to pay rent by tenant and claims for rent arrears

Sub-Clause 30 (1)

The provision should end with a proviso as follows; *"provided that where the default shall continue for a period of more than 30 days, the land shall be entitled to re-enter the premises and take possession thereof in the presence of the Area Local Council Officials and the Police, without prejudice to the right to recover the rent arrears."*

Justification:

A tenancy is primarily based on two things; occupation of the premises by the tenant against payment of rent to the landlord. If the tenant cannot pay rent, then he/she can't continue occupying the premises indefinitely until an order of eviction is obtained. This will defeat the whole purpose of letting out premises.

Clause 31: Security Deposit

Clause 31 (6)

Insert the phrase "of the change." at the end of the sub-clause.

Justification

For clarity as to what the notice relates.

New Clause after Clause 34

Insert a new clause after **Clause 34 (2)** as follows;

Prohibition of good-will

Unless otherwise agreed between the parties, an assignment of a tenancy or subletting or execution of a new tenancy shall not be subject to a requirement for payment of any sum of money constituting good to the landlord.

[Handwritten signatures and notes are present in this section, including "10/11/2010", "NIB", and various illegible signatures.]

Justification

To abolish good will payments since it is unpopular among tenants and treated as unfair.

Clause 35: Termination of tenancy to be in accordance with Act

Insert at the end of the clause the following; "*or in accordance with the tenancy agreement.*"

Justification

The parties should reserve the right to make provision for termination in their tenancy and the right should be respected.

Clause 39 Termination after notice

1) Sub-Clause 39 (1)

Insert the following phrase at end of the provision; "*or with terms of the tenancy agreement.*"

Justification

The parties should reserve the right to make provision for termination in their tenancy and the right should be respected.

2) Sub-Clause (5)

Delete sub-clause 5

Justification:

Termination should be catered for in the tenancy agreement.

3) Sub-Clause 39 (7) NEW SUB-CLAUSE

Insert a new sub-clause (7) to read as follows;

"The issuance of notice of termination under sub-section (1) shall not operate as an extinction of a landlord or tenant's duties and rights under the tenancy agreement in respect of which such notice has been issued."

Justification

This will ensure that the terms and conditions of a tenancy agreement remains effective even during the notified period.

Clause 40: Termination by abandonment

Sub-clause (1)

Insert at the end of the provision the following; *"save that such termination by abandonment shall be without prejudice to the rights of the landlord to recover any accrued rent and charges."*

Justification:

The landlord should be enabled to recover any accrued rent and charges from an abandoned tenancy.

Clause 42 Tenant or landlord may challenge termination in court

Clause 42 (4)

Insert the phrase "or landlord" after tenant at the beginning of the sub-clause (4).

Justification

The landlord should also enjoy the same right of appeal as the tenant. The right of appeal should be available for both parties and not only the tenant.

Clause 44: Refusal by tenant to vacate premises after receipt of notice of termination

Sub-Clause (1)

Redraft the provision to read as follows:

"Where a tenant does not vacate the premises on the date specified in the notice of termination or upon breach, the landlord may there-after re-enter the premises, provided that the re-entry shall be effected in the presence of the Local Council officials and the police."

Justification:

To avoid scenarios where tenants would wait for notice to expire and refuse to vacate.

Clause 46 Unlawful eviction of tenant

1) Sub-clause (1)

Insert the words; "*or the terms of the tenancy agreement*" following immediately after the words '*in accordance with this Act.*'

2) Sub-clause (2)

Insert the words; "*or the terms of the tenancy agreement*" immediately after the words '*in contravention of this Act.*'

Delete criminal liability penalties and add that the tenant shall be entitled to pursue appropriate relief from a court of law.

Substitute the phrase "*not exceeding two hundred and fifty currency points*" with the phrase "*equivalent to three months' rent payable*".

3) Sub-Clause (3)

Restrict it to only compensatory damages and remove criminal sanctions

Justification

The penalty proposed should allow for a compensatory option to cater for damages of breach since this is a civil matter.

NEW CLAUSE

Insert a new clause after Clause 47 as follows;

New Clause Prohibition of good-will

(1) *No person shall be required to make a good-will payment as requirement to enter into a tenancy agreement.*

(2) *A person who demands for a good-will payment commits an offense and is liable on conviction to imprisonment for a period not exceeding one year or to a fine not exceeding five hundred currency points.*

Justification

To abolish good will payments since it is an unpopular and unfair trade practice among tenants.

Clause 48: Subjecting tenant to annoyance

Delete the entire clause 48(1) & (2).

Justification;

The clause is so ambiguous and presupposes that it is only the tenant who can be annoyed by the landlord

Clause 50 Entry of rented premises by landlord

Sub-clause (3)

Replace sub-clause (3) with the following;

(3) Notwithstanding subsection (1), in case of an emergency occurrence, a landlord may enter the premises without notice.

Justification

- To provide for entry by the Landlord in cases of emergency where no advance notice of entry is required.
- The sub-clause carries the same import of and is similar to what is contained in Clause 6 (4).

Long title

Insert the phrase "Residential, Commercial and Industrial" the word 'premises' in the second and last line.

Justification

The scope of premises should not be restricted to residential and business premises and should cover; residential, commercial and industrial premises.

TEL: 231900
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IN ANY CORRESPONDENCE ON **PO/1**
THIS SUBJECT PLEASE QUOTE NO.



State House,
P. O. Box 25497,
Kampala,
Uganda.

27th October, 2020

Rt. Hon. Rebecca Kadaga
Speaker
Parliament of Uganda
KAMPALA

*SPK
Kadaga
28/1/21*

27 JAN 2021

THE LANDLORD AND TENANT ACT, 2019

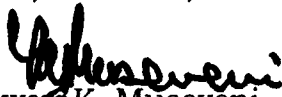
The above subject matter refers.

I have received the Landlord and Tenant Bill for my assent. I have, however, identified the following issues that Parliament need to reconsider:

1. Part 2 of the Bill provides for the interpretation of the meaning of "Business Premises" and "Residential Premises". In view of the changes in the working environment as a result of COVID-19, the interpretations therein, should factor in the emerging trend of home offices and homestay tourism. As more business professionals and e-commerce enterprises switch to homeworking on account of COVID-19, the definition of residential premises should be expanded to accommodate the mixed use of houses for residential and office businesses that do not require physical interface with customers;
2. Clause 15 (1) provides that tenants should not use rented premises (or permit their use) in a manner that causes a nuisance to any occupier of neighbouring premises. This Clause presumes that physical planning by Local Governments will adhere to the separation of Residential and Commercial areas and will do the same in their issuance of Trading Licenses to avoid situations whereby one licensed commercial activity

(such as a bar) ends up becoming a nuisance to another activity (such as a Residential house) that is equally licensed by the same Local Government. In addition, not enforcing Noise Pollution By-Laws and Standards is currently a major nuisance and public health concern for majority of urban dwellers.

I am, therefore, returning the said Bill to you for that purpose.


Yoweri K. Museveni
P R E S I D E N T

Copy to: Rt. Hon. Prime Minister
Hon. Minister of Lands, Housing and Urban Development
Hon. Attorney General, Ministry of Justice and Constitutional Affairs
Hon. Minister of Finance, Planning and Economic Development

Annex II



THE REPUBLIC OF UGANDA

THE LANDLORD AND TENANT ACT, 2019.



THE REPUBLIC OF UGANDA

I SIGNIFY my assent to the bill.

.....
President

Date of assent:.....

ARRANGEMENT OF SECTIONS

PART I—PRELIMINARY.

Section

1. Application.
2. Interpretation.

PART II—TENANCY AGREEMENTS.

3. Making of tenancy agreement.
4. Tenancy agreement of twenty five currency points or more to be in writing.
5. Landlord to give tenant copy of tenancy agreement.

PART III —TERMS AND CONDITIONS IN TENANCY.

Fitness for human habitation.

6. Implied term as to fitness for human habitation.

Repairing obligations.

7. Duty to keep premises in repair.
8. Exception to duty of landlord to repair premises.
9. Circumstances where tenant may repair premises.
10. Landlord responsible for taxes and rates.
11. Void terms and conditions in tenancy.

PART IV—LIABILITY FOR UTILITY CHARGES.

12. Provision of separate prepaid electricity meters.
13. Utility charges for which tenant is liable.
14. Utilities charges for which landlord is liable.

PART V—DUTIES AND OBLIGATIONS OF
LANDLORDS AND TENANTS.

15. Tenant not to use premises for unlawful purpose.
16. Tenant shall not cause nuisance or interference.
17. Tenant not to damage premises or common areas.

Section

18. Tenant to keep rented premises clean.
19. Tenant not to install fixtures or make alterations without consent.
20. Landlord to ensure quiet enjoyment.
21. Landlord not to refuse to rent on certain grounds.

PART VI—RENT AND SECURITY DEPOSIT.

Rent.

22. Tenant to pay rent.
23. Determination of rent under tenancy.
24. Accrual of rent.
25. Limit on rent in advance.
26. Receipts for rent.
27. Increase of rent.
28. Rent increase to take effect if tenant does not object or negotiate.
29. Decrease of rent in certain cases.
30. Failure to pay rent by tenant and claims for rent arrears.

Security deposit.

31. Security deposit.

PART VII—ASSIGNMENT OF TENANCY AND
SUBLEASING OF PREMISES.

32. Assignment of tenancy by tenant.
33. Subletting of premises.
34. Invalid assignment and subletting of premises.

PART VIII—TERMINATION OF TENANCY.

Termination by landlord or tenant.

35. Termination of tenancy to be in accordance with Act.
36. Termination by agreement.

Section

37. Termination by vacation of premises with consent of landlord.
38. Termination of tenancy for specified time or event.
39. Termination after notice.
40. Termination by abandonment.
41. Termination upon death of sole tenant.
42. Tenant or landlord may challenge termination in court.
43. Termination notice not affected by certain factors.
44. Refusal by tenant to vacate premises after receipt of notice of termination.

PART IX—VACATION OF PREMISES, EVICTION
AND RELATED MATTERS.

45. Vacation of premises on termination of tenancy.
46. Unlawful eviction of tenant.

PART X—GENERAL.

47. Landlord may charge fee for extra services.
48. Subjecting tenant to annoyance.
49. Reimbursement of costs by landlord or tenant.
50. Entry of rented premises by landlord.
51. Landlord and tenant may act through agent.
52. Amendment of Schedule.
53. Regulations.
54. Repeal of Cap. 231 and saving.
55. Transitional provision.

SCHEDULES

First Schedule	Currency point
Second Schedule	Tenantcy agreement

**THE REPUBLIC OF UGANDA**

An Act to regulate the relationship of landlord and tenant; to reform and consolidate the law relating to the letting of premises; to provide for the responsibilities of landlords and tenants in relation to the letting of premises; and for related matters.

DATE OF ASSENT:

Date of Commencement:

BE IT ENACTED by Parliament as follows:

PART I—PRELIMINARY.

1. Application.

(1) This Act applies to the letting of residential and business premises.

(2) The Minister may, with the approval of Parliament, by statutory instrument, exempt particular premises from the operation of this Act.

(3) Without limiting the general effect of subsection (2), this Act does not apply to the following arrangements—

- (a) residence at an institution, whether public or private, where the residence is merely incidental to detention or to the provision of medical, religious, educational, recreational or similar services;
- (b) residence in a hotel, motel, or other transient lodging; or
- (c) occupancy of premises under a tenancy created or arising under the terms of a contract of employment or any premises entered into in relation to such a contract.

2. Interpretation.

(1) In this Act unless the context otherwise requires—

“annoyance” in relation to a tenancy means the unwarranted, unreasonable, offensive or unlawful interference in the use or enjoyment of rented premises;

“assignment” means the transfer of the rights or interest in the tenancy from one person to another;

“business” includes trade, profession or employment and includes any activity carried on by a person or a body of persons; whether corporate or unincorporate;

“business premises” in relation to a tenancy means premises occupied by the tenant for the purposes of a business carried on by him or her;

“court” means a court of competent jurisdiction and includes local council courts;

“currency point” has the value assigned to it in the First Schedule to this Act;

“landlord” means a person who lets premises under a tenancy and includes his or her duly authorised agent or a person who is in lawful possession of the premises and has the right to let them;

“lease” includes a sublease;

“Minister” means the Minister responsible for housing;

“premises” means business or residential premises to which this Act applies;

“rent” in relation to a tenancy, means the amount paid to a landlord by a tenant to occupy premises and use facilities and services;

“rented premises” in relation to a tenancy to which this Act applies, means business or residential premises let under the tenancy;

“residential premises” means premises which are used as a home, residence, or sleeping place by a tenant and includes housing estates, tenements, apartment buildings and mobile homes;

“services” in relation to a tenancy, means the use of water, light or power, conservancy, sewerage facilities, sweeper, watchman, telephone or other amenities or facilities available to the tenant except—

(a) the supplying of means, and the right of access to any place or accommodation accorded to the tenant by reason of the tenant’s occupation of the premises comprised in the tenancy;

(b) capital expenditure on maintenance;

“tenancy” means a relationship created by a lease, agreement or assignment and includes a sub-tenancy but does not include a relationship between a mortgagor and mortgagee;

“tenancy agreement” means an agreement, in writing or otherwise, express or implied, under which a tenancy is created;

“tenant” means the person to whom premises are let under a tenancy;

“utilities” includes water, light or power, conservancy, sewerage facilities, sweepers, watchmen, telephone or other amenities or facilities available to the tenant.

(2) Notwithstanding anything in any other written law requiring the registration of tenancies, evidence of a tenancy may, for any of the purposes of this Act, be given in court, whether the tenancy is registered or not.

PART II—TENANCY AGREEMENTS.

3. Making of tenancy agreement.

(1) A tenancy agreement may be made in writing, or by word of mouth, or partly in writing and partly by word of mouth, or in the form of a data message, or may be implied from the conduct of the parties.

(2) A tenancy agreement in writing may be in the form prescribed in the Second Schedule.

(3) Where a tenancy agreement is not in writing, the landlord shall keep a record—

- (a) of the particulars of the parties to the tenancy;
- (b) of the premises comprised in the tenancy;
- (c) in the case of a non-citizen, of the details of the immigration status of the non-citizen; and
- (d) of the details of the rent payable and the manner of payment.

(4) The landlord shall give the tenant a copy of the record kept under subsection (3) within fourteen days of the tenant taking vacant possession of the premises.

(5) A landlord shall not enter into a tenancy agreement—

- (a) with an individual, unless the individual provides his or her identification document or alien's identification card or passport;
- (b) with a legal person, unless that person provides details of registration or other form of incorporation.

(6) For the purposes of this section, “identification document” includes a national identification card, driving permit, passport or certified student identification card.

(7) This section shall not affect a tenancy agreement entered into under any other law requiring a tenancy agreement to be made in a specific manner.

4. Tenancy agreement of twenty five currency points or more to be in writing.

A tenancy agreement of the value of twenty five currency points or more shall not be enforceable by action unless—

- (a) the agreement is in writing or in form of a data message; or
- (b) the party against whom enforcement is sought admits that the agreement was entered into.

5. Landlord to give tenant copy of tenancy agreement.

A landlord shall, immediately after a tenancy agreement is signed by the landlord and tenant, give a copy of the tenancy agreement to the tenant.

PART III —TERMS AND CONDITIONS IN TENANCY.

Fitness for human habitation.

6. Implied term as to fitness for human habitation.

(1) Where a tenancy is for the letting of residential premises there is implied—

- (a) a condition that the premises are fit for human habitation at the commencement of the tenancy; and
- (b) an undertaking that the premises shall be kept by the landlord fit for human habitation during the tenancy.

(2) Premises are not fit for human habitation under subsection (1) where the premises do not meet the requirements of the Public Health Act or the Building Control Act, 2013.

(3) Without limiting the general effect of subsection (1), in determining whether premises are fit for human habitation, regard shall be given to the condition of the premises in respect of repair, stability, internal arrangements, natural lighting, ventilation, water supply, drainage and sanitary conveniences and facilities for preparation and cooking of food and for the disposal of waste water.

(4) A landlord may, at reasonable times of the day, after giving twenty-four hours' notice in writing or otherwise to the tenant, enter premises for the purpose of viewing their state and condition.

Repairing obligations.

7. Duty to keep premises in repair.

(1) Subject to section 8, there is implied in every tenancy a term that the landlord shall keep the premises maintained in good repair.

(2) In determining the standard of good repair under subsection (1), regard shall be had to the age, character and prospective life of the premises and the locality in which the premises are situated.

8. Exception to duty of landlord to repair premises.

(1) The duty of the landlord to maintain the premises in good repair does not apply to repair of damage caused to the premises by the tenant's negligence or failure to take reasonable care.

(2) Where a tenant damages the premises or common areas, the landlord shall serve the tenant with a notice to repair the damage.

(3) The notice under subsection (2) shall be in the form prescribed by the Minister by regulations made under this Act.

(4) Where the landlord gives the tenant notice to repair under this section and the tenant does not repair the damage within fourteen days after the notice is given, the landlord may repair the damage at the expense of the tenant.

(5) After the landlord has effected repairs to the premises under subsection (4), the landlord shall serve the tenant with particulars of the cost of the repairs including the relevant supporting documentation to evidence the cost of the repairs.

(6) The costs of repair incurred by the landlord shall be reasonable costs of repair at the prevailing market rates and the costs shall be offset from the security deposit provided for in section 31.

9. Circumstances where tenant may repair premises.

(1) A tenant may carry out repairs to the premises where—

- (a) the nature of the repairs required is urgent; and
- (b) the tenant has taken reasonable steps to arrange for the landlord to carry out repairs; and the tenant is unable to get the landlord to carry out the repairs.

(2) For the purposes of subsection (1), urgent repairs includes repairs relating to burst water services, blocked or broken toilet systems, serious roof leaks, gas leaks, dangerous electrical faults, flooding or serious flood damage, serious storm or fire damage, failure or breakdown of any essential service or appliance provided by a landlord or agent for hot water, water, cooking, heating or laundry, failure or breakdown of the gas, electricity or water supply; an appliance, fitting or fixture that is not working properly and causes a substantial amount of water to be wasted, a serious fault in a lift or staircase or any fault or damage in the premises that makes the premises unsafe or insecure.

(3) Where the tenant carries out repairs under subsection (1), the tenant shall immediately after carrying out the repairs give the landlord written notice of the repairs carried out and the costs incurred and the landlord shall within fourteen days after receiving the notice reimburse the tenant for the costs of the repairs.

(4) Where the landlord does not reimburse the tenant, the tenant shall recover the costs incurred for the repairs from the rent due and payable immediately after the repairs are carried out.

10. Landlord responsible for taxes and rates.

(1) There is implied in every tenancy a term that the landlord is responsible for the payment of all taxes and rates imposed by law in respect of the premises.

(2) Where a tenant pays any taxes or rates in respect of the premises, the landlord shall indemnify the tenant for the amount paid by the tenant.

11. Void terms and conditions in tenancy.

(1) A term in a tenancy, express or implied, is void where it purports to exclude, restrict or modify, or has the effect of excluding, restricting or modifying any provision of this Act.

(2) A term or condition in a written tenancy or any other agreement made under this Act that requires a party to a written tenancy agreement to bear any fees, costs or charges incurred by the other party in connection with the preparation of the tenancy agreement is void.

PART IV—LIABILITY FOR UTILITY CHARGES.

12. Provision of separate prepaid electricity meters.

A landlord shall install a prepaid electricity meter for each rented premises.

13. Utility charges for which tenant is liable.

(1) A tenant is liable for—

- (a) all charges in respect of the supply or use of electricity, gas, oil and similar services in respect of the tenant's occupation of rented premises that are separately metered, except the installation costs and charges in respect of the initial connection of the service to the rented premises;
- (b) the cost of all water supplied to the rented premises during the tenant's occupancy, if the cost is based solely on the amount of water supplied and the premises are separately metered;
- (c) that part of the charges based on the amount of water supplied to the premises during the tenant's occupation if the cost of water supplied is only partly based on the amount of water supplied to the premises and the premises are not separately metered.

(2) Notwithstanding subsection (1), a landlord may agree with the tenant to take over liability for any costs or charges for which the tenant is liable under subsection (1).

(3) An agreement under subsection (2) shall be in writing and signed by the landlord and tenant.

14. Utilities charges for which landlord is liable.

A landlord is liable for—

- (a) the installation costs and charges in respect of the initial connection to rented premises of any electricity, water, gas, sanitation, sewerage or other utility service;
- (b) all charges in respect of the supply or use of electricity, gas or oil by the tenant at rented premises that are not separately metered;

- (c) all charges arising from a water supply service to separately metered rented premises that are not based on the amount of water supplied to the premises;
- (d) all costs and charges related to a water supply service and water supplied to rented premises that are not separately metered;
- (e) all sewerage disposal charges in respect of rented premises that are not separately metered; and
- (f) all charges related to the supply of sewerage services or the supply or use of drainage services to or at the rented premises.

PART V—DUTIES AND OBLIGATIONS OF
LANDLORDS AND TENANTS.

15. Tenant not to use premises for unlawful purpose.

A tenant shall not use the premises or permit the use of the rented premises for any unlawful purpose.

16. Tenant shall not cause nuisance or interference.

(1) A tenant shall not use the rented premises or permit the use of the rented premises in any manner that causes a nuisance to any occupier of neighbouring premises.

(2) A tenant shall not—

- (a) use the rented premises or common areas;
- (b) permit his or her visitors to use the rented premises or common areas; or
- (c) otherwise permit the use of the rented premises,

in a manner that causes interference with the reasonable peace, comfort or privacy of any occupier of neighbouring premises.

(3) For the purposes of this section “nuisance” includes any activity, condition or situation that interferes with another person’s use or enjoyment of his or her premises.

17. Tenant not to damage premises or common areas.

(1) A tenant shall take care not to damage the rented premises or the common areas.

(2) A tenant who becomes aware of any damage to the rented premises or the common areas shall immediately give notice to the landlord specifying the nature of the damage.

18. Tenant to keep rented premises clean.

A tenant shall keep the rented premises in a reasonably clean condition, except where the landlord is responsible under the tenancy agreement for keeping of the premises in that condition.

19. Tenant not to install fixtures or make alterations without consent.

(1) A tenant shall not, without the consent of the landlord, install any fixtures on the rented premises or make any alteration, renovation or addition to the rented premises.

(2) A tenant who has installed fixtures on or renovated, altered or added to the rented premises, whether or not with the landlord’s written consent, shall before terminating the tenancy—

- (a) restore the premises to the condition they were in immediately before the installation, renovation or addition; fair wear and tear excepted; or
- (b) pay to the landlord an amount equal to the reasonable cost of restoring the premises.

(3) Subsection (2) does not apply where the tenancy agreement otherwise provides or where the landlord and tenant otherwise agree.

(4) For the purposes of this section, “fixture” means personal property of the tenant that is attached to the premises or part of the premises so as to be regarded as an irremovable part of the premises.

20. Landlord to ensure quiet enjoyment.

A landlord shall take all reasonable steps to ensure that the tenant has quiet enjoyment of the premises during the tenancy.

21. Landlord not to refuse to rent on certain grounds.

A landlord shall not refuse to rent premises to a person on the grounds of sex, race, colour, ethnic origin, tribe, birth, creed or religion, social or economic standing, political opinion or disability.

PART VI —RENT AND SECURITY DEPOSIT.

Rent.

22. Tenant to pay rent.

A tenant shall pay the rent on the date and in the manner agreed upon by the landlord and tenant.

23. Determination of rent under tenancy.

(1) The rent payable for any premises under a tenancy shall be determined by mutual agreement of the parties to the tenancy.

(2) All rent obligations or transactions shall be expressed or settled in Uganda shillings.

24. Accrual of rent.

For the purposes of this Act, rent under a tenancy accrues from day to day and is recoverable or refundable accordingly.

25. Limit on rent in advance.

(1) Subject to subsection (2), a landlord shall not require a tenant—

- (a) in the case of tenancy of more than one month, to pay rent more than three months in advance; or

- (b) in a case of tenancy of less than one month, to pay rent more than two weeks in advance.

(2) Subsection (1) does not apply where the tenant and landlord mutually agree that the tenant pays the rent beyond the period specified.

26. Receipts for rent.

(1) A landlord who receives a payment of rent from a tenant shall give a written receipt to the person making the payment—

- (a) immediately; where the payment is made in person; or
- (b) where the payment is not made in person and a receipt is requested at the time of making the payment; within five working days of receiving the payment.

(2) A receipt issued under subsection (1) shall among others, include the amount and period of rent.

(3) A landlord shall keep a record of all receipts of payments of rent by the tenant.

27. Increase of rent.

(1) A landlord shall not increase rent at a rate of more than ten percent annually or such other percentage as may be prescribed by the Minister, with the approval of Parliament, by statutory instrument.

(2) A landlord shall give a tenant at least ninety days' notice, in the prescribed form of a proposed increase in rent.

(3) A landlord under a fixed term tenancy shall not increase the rent before the term ends, unless the agreement provides for a rent increase within the fixed term.

(4) A landlord shall not increase the rent payable under a tenancy at intervals of less than twelve months.

(5) An increase of rent is invalid if it contravenes this section.

28. Rent increase to take effect if tenant does not object or negotiate.

Where a tenant does not object to a rent increase or reach an agreement with the landlord on the increase to be effected and the rent increase is in accordance with this Act, the tenant is taken to have accepted the rent increase.

29. Decrease of rent in certain cases.

(1) A landlord shall decrease the rent charged to a tenant where the landlord ceases to provide any agreed service with respect to the tenant's occupancy of the premises.

(2) A decrease in rent under subsection (1) shall be proportionate to the decrease of the services.

30. Failure to pay rent by tenant and claims for rent arrears.

(1) Where a tenant defaults in paying rent and is in arrears, the landlord may apply to a court of competent jurisdiction to recover the rent owed.

(2) The Judicature (Small Claims Procedure) Rules, 2011 apply to any application to recover rent arrears under this section but only if the claim does not exceed the amount specified for small claims in the Judicature (Small Claims Procedure) Rules, 2011.

Security deposit.

31. Security deposit.

(1) A landlord may require a tenant to pay a security deposit for the purposes of securing the performance by the tenant of his or her obligations under a tenancy.

(2) A landlord shall not require more than one security deposit or require the payment of, or receive, under a security deposit, an amount exceeding the rent payable for one month's occupancy of the premises to which the agreement relates or one-twelfth of the rent for one year's occupancy of the premises to which the agreement relates; whichever is the lesser.

(3) The landlord shall specify to the tenant in writing the terms and conditions under which the security deposit or any part of it may be withheld by the landlord upon termination of the tenancy.

(4) Without limiting the general effect of subsection (3), a security deposit shall not be withheld on account of normal wear and tear resulting from ordinary use of the premises.

(5) The landlord shall provide the tenant with a written receipt for the security deposit.

(6) Where, during a tenancy, the status of the landlord is transferred to another person, the security deposit shall be so transferred and the successor landlord shall notify the tenant of the change.

(7) Where, during the tenancy, the tenant's premises are foreclosed upon and the tenant's deposit is not transferred to the successor owner after the foreclosure sale or other transfer of the property from the foreclosed-upon owner to a successor, the foreclosed-upon owner shall promptly refund the full deposit to the tenant immediately after the foreclosure sale or transfer.

PART VII—ASSIGNMENT OF TENANCY AND
SUBLEASING OF PREMISES.

32. Assignment of tenancy by tenant.

(1) A tenant shall not assign a tenancy without the written consent of the landlord.

(2) A landlord shall not unreasonably withhold consent to the assignment of a tenancy.

33. Subletting of premises.

(1) A tenant shall not sublease the whole or any part of the premises without the written consent of the landlord.

(2) A landlord shall not unreasonably withhold consent to the subleasing of the whole or any part of the premises.

34. Invalid assignment and subletting of premises.

An assignment of a tenancy or subleasing of the whole or any part of the premises by a tenant without the consent of the landlord is invalid and immediately terminates the tenancy.

PART VIII—TERMINATION OF TENANCY.

Termination by landlord or tenant.

35. Termination of tenancy to be in accordance with Act.

A tenancy shall not be terminated except in accordance with this Act.

36. Termination by agreement.

(1) A tenancy may be terminated by agreement of the landlord and tenant.

(2) An agreement under subsection (1) shall state the date on which the tenant shall vacate the premises.

37. Termination by vacation of premises with consent of landlord.

(1) A tenancy terminates where the tenant vacates the rented premises with the consent of the landlord.

(2) The consent given under subsection (1) may be written or oral and once given is irrevocable.

38. Termination of tenancy for specified time or event.

(1) Where a tenancy is—

- (a) for a fixed term, the tenancy terminates on the date specified for termination; or
- (b) stated to terminate on the occurrence of an event, the tenancy terminates on the occurrence of that event.

(2) A tenant whose tenancy terminates under subsection (1) shall immediately vacate the premises.

39. Termination after notice.

(1) A tenancy terminates where a landlord or tenant gives notice of termination of the tenancy in accordance with this Act.

(2) In a residential tenancy, notice of termination of a tenancy required under this Act shall be as follows—

- (a) in the case of a weekly tenancy; seven days' notice;
- (b) in the case of a monthly tenancy; thirty days' notice; and
- (c) in the case of a tenancy from year to year; sixty days' notice.

(3) A landlord and tenant may agree to a period of notice exceeding the period specified in subsection (2).

(4) A term or condition in a tenancy providing for a lesser period of notice than that specified in subsection (2) is void.

(5) In a business tenancy, a notice of termination under subsection (1) in respect of business premises shall not have effect unless the notice is given not more than twelve nor less than six months before the date of termination specified in the notice.

(6) A notice of termination under this section shall specify the date of termination.

40. Termination by abandonment.

(1) A tenancy is considered abandoned where the tenant leaves the premises permanently without ending the tenancy agreement.

(2) Where the landlord has reasonable cause to believe that the tenant has abandoned the premises, the landlord shall give notice of fourteen days to the tenant of the landlord's intention to terminate the tenancy.

(3) Where the tenant does not reply to the notice or does not give a satisfactory explanation after the fourteen days' notice in subsection (2), the tenancy terminates.

(4) The Minister may, by regulations, prescribe the procedure for dealing with abandoned tenancies.

(5) For purposes of subsection (1), a tenant is taken to have permanently abandoned the premises where—

- (a) the tenant has been absent from the premises for at least thirty consecutive days without notifying the landlord and the rent has not been paid;
- (b) at least fifteen days have passed since the rent was due and the rent remains unpaid and it appears to the landlord that the tenant has vacated the premises without the rent being paid.

41. Termination upon death of sole tenant.

(1) Where a tenant who is a single occupant of premises dies, the tenancy terminates at the earliest of the following dates—

- (a) twenty-eight days after the landlord is given written notice of the death of the tenant by the legal personal representative or next of kin of the tenant;

- (b) twenty-eight days after the landlord has given notice to vacate to the legal personal representative or next of kin of the tenant;
- (c) a date agreed in writing between the landlord and the legal personal representative or next of kin of the tenant; or
- (d) the date specified as the termination date of the tenancy by court on the application of the landlord under subsection (2).

(2) Where a landlord is unable to give notice to vacate under subsection (1)(b), the landlord may apply to court for an order to terminate the tenancy.

42. Tenant or landlord may challenge termination in court.

(1) A tenant or landlord may challenge a termination of the tenancy in court.

(2) Where the court finds that a termination challenged under this section was not justified or is not in accordance with this Act, the court may order the reinstatement of the tenancy or award damages or such other remedy the court considers appropriate.

(3) A tenant is liable to pay rent while he or she challenges a termination notice.

(4) A tenant who is dissatisfied with the decision of the court under subsection (2) may appeal to the appropriate court.

43. Termination notice not affected by certain factors.

A notice of termination of a tenancy by a landlord is not affected by the landlord's acceptance of arrears of rent or compensation for the use or occupation of the premises after the landlord gives the notice of termination of the tenancy to the tenant.

44. Refusal by tenant to vacate premises after receipt of notice of termination.

(1) Where a tenant does not vacate the premises on the date specified in the notice of termination, the landlord may apply to court for an order to evict the tenant.

(2) The court shall consider an application for an order to evict a tenant expeditiously.

**PART IX—VACATION OF PREMISES, EVICTION
AND RELATED MATTERS.**

45. Vacation of premises on termination of tenancy.

Where a tenancy is terminated in accordance with this Act, the tenant shall vacate the premises on the date specified in the notice of termination or such other date specified for vacation of the premises.

46. Unlawful eviction of tenant.

(1) A landlord shall not, except in accordance with this Act, evict a tenant from the premises or require, compel or attempt to require or compel the tenant to vacate the premises.

(2) A landlord who evicts a tenant from the premises or requires, compels or attempts to require or compel the tenant to vacate the premises in contravention of this Act commits an offence and is liable, on conviction, to a fine equivalent to three months' rent payable or imprisonment not exceeding one year or both.

(3) A court convicting a landlord under subsection (2) shall, in addition to the penalty, order the landlord to compensate the tenant for any damages arising from the unlawful eviction.

PART X—GENERAL.

47. Landlord may charge fee for extra services.

(1) A landlord may charge a service fee for any extra services provided to a tenant including services relating to security, conservancy, sanitation and other amenities.

(2) For the purposes of this section, a “service fee” means an amount payable by a tenant as part of or in addition to the rent which is payable, directly or indirectly, for services, repairs, maintenance, improvements or insurance or the landlord’s costs of management, and service fee varies or may vary according to the relevant costs.

(3) The relevant costs referred to in subsection (2) are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord in connection with the matters for which the service fee is payable.

48. Subjecting tenant to annoyance.

(1) A landlord shall not subject a tenant to annoyance.

(2) A landlord who unlawfully subjects a tenant to any annoyance is liable to a fine not exceeding one hundred and fifty currency points or imprisonment not exceeding one year or both.

49. Reimbursement of costs by landlord or tenant.

(1) Where a landlord pays for anything for which the tenant is liable under this Act, the tenant shall reimburse the landlord within fourteen days after receiving a written request for reimbursement together with a copy of the receipt or other evidence of the costs incurred by the landlord.

(2) Where a tenant pays for anything for which the landlord is liable under this Act, the landlord shall reimburse the tenant within fourteen days after receiving a written request for reimbursement and a copy of the receipt or other evidence of payment.

(3) Subsections (1) and (2) do not apply if there is an agreement to the contrary.

50. Entry of rented premises by landlord.

(1) A landlord has a right to enter the premises together with any person who is necessary to achieve the purpose of the entry after giving the tenant written notice of at least twenty four hours.

(2) A landlord who enters premises in contravention of subsection (1) commits an offence and is liable on conviction to a fine not exceeding one hundred currency points.

(3) The landlord may, at reasonable times of the day and after giving twenty-four hours' notice to the tenant, enter the premises for the purpose of viewing the condition and state of repair of the premises.

51. Landlord and tenant may act through agent.

(1) A landlord or tenant may appoint an agent to effect any transactions that may be required under this Act.

(2) Where a landlord or tenant appoints an agent, the particulars and the scope of the appointment shall be in writing and shall be made available to the tenant or landlord, as the case may be.

(3) For purposes of subsection (1), the transactions that an agent may perform include—

- (a) marketing the premises;
- (b) drawing up tenancy agreements;
- (c) collection of rent;
- (d) arranging repairs and maintenance;
- (e) managing and maintaining common areas.

52. Amendment of Schedule.

The Minister may, with the approval of Parliament, by statutory instrument, amend the First Schedule.

53. Regulations.

(1) The Minister may, by statutory instrument, make regulations generally for the better carrying into effect any of the provisions of this Act.

(2) Without limiting the general effect of subsection (1), regulations under that subsection may—

- (a) prescribe codes of practice to be complied with by landlords and tenants;
- (b) prescribe the forms to be used for purposes of this Act;
- (c) regulate the use of agents in landlord tenant relations including the licensing of agents, and the duties and responsibilities of agents;
- (d) prescribe penalties in respect of the contravention of the regulations not exceeding seventy-two currency points or three years imprisonment or both;
- (e) prescribe penalties for continuing and repeated offences;
- (f) prescribe fees for anything done under this Act.

54. Repeal of Cap. 231 and saving.

(1) The Rent Restriction Act, Cap. 231 is repealed.

(2) Notwithstanding subsection (1), any statutory instrument made under the Rent Restriction Act which is in force immediately before the commencement of this Act, shall remain in force until revoked under this Act.

55. Transitional provision.

A landlord who, immediately before the commencement of this Act, is letting premises in which electricity is not separately metered, shall, within one year of commencement of this Act, provide a separate prepaid electricity meter for the rented premises.

Act

The Landlord and Tenant Act

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SCHEDULES

First Schedule

section 2

Currency point

A currency point is equivalent to twenty thousand shillings.

Act

The Landlord and Tenant Act

2019

Second Schedule

section 3(2)

TENANCY AGREEMENT

THIS AGREEMENT is made thisday of

BETWEEN

..... (“Landlord”)

AND..... (“Tenant”)

PARTICULARS OF PARTIES

PARTICULARS	LANDLORD <i>(tick applicable)</i> INDIVIDUAL / CORPORATE	TENANT <i>(tick applicable)</i> INDIVIDUAL/ CORPORATE
Name		
National ID No./Alien Card No./ company registration number		
P.O. Box, Town		
Telephone		
Email address		
Occupation of tenant		
Current location of tenant		
Immigration status of tenant		
Resident work permit number		

For renting of premises with the flowing particulars:

User		Water	
Size (Rooms)		Sewerage	
Area		Electricity	
Toilets		Solid waste collection	
Common spaces		Security services	
LOCATION			
Block No.		Village/Ward	
Plot No.		Parish	
Buidling No.		Sub-County/ Town	
Premises No.		County/ Division	
Street Name:		District/City	

The landlord and tenant mutually agree as follows:

DURATION, RENT AND SECURITY DEPOSIT.

1. The Landlord agrees to let and the Tenant agrees to take the above premises for the duration of(days/months/years (tick applicable)) with effect from To
2. Both parties agree on monthly rent of Ug. Shs. (Uganda Shillings..... only) payable initially for months in advance, and subsequently every(.....) months before the expiry of the advance payment; the initial amount of Uganda Shillings (Uganda Shillings only) being rent for the first months.
3. A security deposit of one month shall be paid by the Tenant at the beginning of the tenancy to secure the performance by the tenant of his/her obligations under the tenancy.
4. The Landlord hereby acknowledges receipt of the payments thereof by signing this Agreement and issuing a Receipt.

DUTIES AND OBLIGATIONS OF THE PARTIES.

5. THE LANDLORD agrees with the Tenant:

- (i) To pay and discharge existing and future rates and taxes, statutory and relevant Authorities, dues and/or any other obligations, charges that are imposed upon the owner of the demised premises.
- (ii) To keep the exterior of the rented premises including main walls and roof of the said out-buildings, drains, pipes, and structure of the demised premises in good and tenantable repair, order and condition.

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2019

- (iii) That the tenant paying rent hereby reserved and performing and observing the obligations and conditions herein contained or implied and on its part to be performed and observed shall and may peacefully and quietly possess and enjoy the premises during the term hereby created without any interruption from or by the Landlord or any person rightfully claiming from or under or in trust for the Landlord.
- (iv) The Landlord or his/her authorized Agent reserves the right to enter upon the rented premises to inspect on the condition of the premises.
- (v) To give a tenant a copy of the fully signed tenancy agreement.

6. THE TENANT AGREES with the Landlord as follows:

- (i) To pay the rent hereby reserved at all times and in the manner aforesaid.
- (ii) To pay and discharge all future water rates, electricity charges, garbage collection charges, security charge, and any other charges imposed during this tenancy.
- (iii) To utilize the premises hereby rented for the intended purposes only as per the agreement and not to use or permit them to be used for any illegal purposes.
- (iv) To keep the premises including the fixtures therein in a good and clean condition during the tenancy and in such condition to deliver up the same to the Landlord at the termination of the tenancy.
- (v) To maintain the compound, fence and paths in good order and condition and not to drill nails in the walls of the rented premises or cut timber or main trees, bushes or shrubs planted there without the Landlord's consent save in the proper course of care and management of the premises.
- (vi) To permit the Landlord or his authorized agents at reasonable times to enter upon the premises or any part thereof after twenty four hours' notice to examine the state and condition of the premises.

- (vii) To make good any damage occasioned to the demised premises by the tenant on any furniture and fittings or other articles, objects or things into or out of the demised premises. OR to pay to the Landlord the cost of repairing or replacing any part of the premises or fittings which are damaged by the Tenant or lost through his or her negligence.
- (viii) Not to assign, sublet or part with possession of the premises or any part thereof without the prior written consent of the Landlord which consent shall not be unreasonably withheld.
- (ix) Not to do or permit to be done in or upon the premises or any part thereof any act or thing which may be of nuisance, damage, inconvenience or annoyance to the Landlord or the tenants or the occupants of any other adjoining premises.
- (x) Not to erect in the garden or land surrounding the premises any shed or other buildings without the prior consent of the Landlord in writing.
- (xi) Not to alter or damage the rented premises without the express permission of the landlord.
- (xii) To deliver up the premises at the expiry of the tenancy hereby created in such state of repair, condition, order and preservation as shall be in accordance with the obligations on the Tenant's part herein before contained.

7. CONDITIONS OF TENANCY.

PROVIDED ALWAYS and it is expressly agreed as follows:

- (i) That if the said rent or any part thereof is in arrear at any time after the day on which it is payable (whether formally demanded or not) or if any of the Tenant's stipulations herein are not performed then and in any such case the Landlord or his/her agents may at any time thereafter re-enter upon the demised premises or any part thereof in the name of the whole and the same have again, repossess and enjoy as his/her former estate, and this agreement save to any claims the Landlord may have hereunder in respect of any such breach by the Tenant as aforesaid shall be deemed to have been terminated on such re-entry as aforesaid;

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- (ii) That the Landlord may in his absolute discretion review the said rent at expiry of this tenancy on giving to the Tenant not less than (Weeks/month) notice in writing to the tenant of his intention to do so **PROVIDED THAT** no more than one increase will be made in any one year.
- (iii) That any consents or notices which are required by the terms of this Agreement to be given by Landlord may validly be given by any person duly authorised by the Landlord.
- (iv) The Parties to this Agreement reserve the right to terminate the said Agreement on breach of conditions and shall be entitled to appropriate remedies as may be determined by the courts of law.
- (v) Any notice under this Agreement shall be in writing and any notice to the Tenant shall be sufficiently served if left addressed to him or her on the premises or affixed to the door thereof; and any notice to the Landlord shall be sufficiently served if sent by post to the Landlord or delivered to an authorized Agent or to the Landlord's premises.

8. TERMINATION OF TENANCY.

The tenancy may be terminated by either party giving to the other weeks/month(s) notice in writing of his/her desire to terminate the same.

9. DISPUTE RESOLUTION.

Any Disputes between the Landlord and Tenant shall be settled through Alternative Dispute Resolution mechanisms failure of which the parties may proceed to court.

10. LAW APPLICABLE.

This Agreement shall be governed by the provisions of the Laws of Uganda.

Act *The Landlord and Tenant Act* 2019

WITNESSES have set their hands on the day of 20.....

SIGNED BY:	NAME	SIGNATURE
LANDLORD
WITNESS
TENANT
WITNESS

Act *The Landlord and Tenant Act* **2019**

Cross References

Building Control Act, 2013, Act No. 10 of 2013

Public Health Act, Cap. 281

Rent Restriction Act, Cap. 231



THE REPUBLIC OF UGANDA

This printed impression has been carefully compared by me with the bill which was passed by Parliament and found by me to be a true copy of the bill.

A handwritten signature in black ink, appearing to read "George", written over a horizontal dotted line.

Clerk to Parliament

Date of authentication: *05th/08/2019*