

BILLS SUPPLEMENT

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Bill No. 18*The Landlord and Tenant Bill***2018****THE LANDLORD AND TENANT BILL , 2018.****MEMORANDUM****1. Policy and principles of the Bill**

The policy behind the Bill is 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.

2. Defects in the existing law

At present there is no comprehensive law regulating the relationship of landlord and tenant. As a result, there is lack of proper regulation of the landlord-tenant relationship and hence disharmony among the key players and disruption in the industry.

3. Remedies proposed in the Bill

The intention of the Bill, is to introduce a comprehensive and modern legal framework to enable the relationship of landlord-tenant relationship develop in an orderly manner.

Provisions of the Bill

The Bill comprises Ten Parts

4. Part I of the Bill – Preliminary

This Part provides for the application of the Act and interpretation. Clause 1 of the Bill provides that the Act applies to the letting of residential and business premises.

Clause 2 of the Bill provides for the interpretation of words and phrases used in the Act. For instance clause 2 defines a “landlord” as 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.

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

Part II—Tenancy Agreements

This Part deals with tenancy agreements.

Clause 3 provides for the making of tenancy agreements. According to clause 3 (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.

According to clause 4, 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.

Clause 5 requires a landlord to give a copy of the tenancy agreement to the tenant immediately after a tenancy agreement is signed by the landlord and tenant.

5. Part III of the Bill—Terms and Conditions in Tenancy

This Part provides for terms and conditions which form part of, or are to be implied in, every tenancy. For instance, clause 6 (1) provides that 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 will be kept by the landlord fit for human habitation during the tenancy.

Clause 7(1) provides that there is implied in tenancy a term that the landlord shall keep the premises maintained in good repair subject to a few exceptions provided in clause 8. For instance clause 8(1) provides that the duty in clause 7(1) does not apply to damage caused to the premises by the tenant's negligence or failure to take reasonable care.

According to clause 10, 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 and 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.

6. Part IV of the Bill—Liability for Utility Charges

This Part provides for responsibilities of landlords and tenants in respect of the payment for utility charges. For instance, a tenant is responsible for charges for the 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 (clause 12(1)).

A landlord is liable for 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 (clause 13(1)).

Part V—Duties and Obligations of Landlords and Tenants

In clause 14, it is provided that a tenant shall not use the premises or permit the use of the rented premises for any unlawful purpose.

Clause 15 prohibits a tenant from using the rented premises in any manner that causes a nuisance to any occupier of neighbouring premises. Additionally, a tenant shall take care not to damage the rented premises or the common areas (clause 16). Similarly, a tenant is required to 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 (clause 17).

A landlord shall take all reasonable steps to ensure that the tenant has quiet enjoyment of the premises during the tenancy (clause 19). According to clause 20, it is the duty of the landlord to keep the premises safe and free from health hazards.

Part VI—Rent and Security Deposit

Accordingly to clause 22(1) and (2), a tenant shall pay the rent on the date and in the manner agreed upon by the landlord and tenant, and where the manner of payment of rent is not specified in the tenancy agreement, the rent shall be paid by the tenant at the premises.

Clause 23(1) provides that rent payable for any premises under a tenancy shall be determined by mutual agreement of the parties to the tenancy.

Clause 23(2) provides that all rent obligations or transactions shall be expressed, recorded and settled in the shilling, unless otherwise provided under any enactment, or is lawfully agreed to between the parties to an agreement under any lawful obligation.

Clause 30 deals with the failure of a tenant to pay rent and provides that where a tenant defaults in paying rent and is in arrears, the landlord may apply to court to recover the rent owed; including the reasonable costs incurred to recover the rent.

In respect to the security deposit, clause 32(1) provides that a landlord shall 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.

Part VII—Assignment of Tenancy and Subleasing of Premises

According to clause 33, a tenant shall not assign a tenancy without the written consent of the landlord though a landlord shall not unreasonably withhold consent to the assignment of a tenancy.

Part VIII—Termination of Tenancy

This Part deals with the termination of a tenancy. Clause 37 provides that a tenancy shall not be terminated except in accordance with the Act. A tenancy may be terminated by agreement of the landlord and tenant (clause 38).

A tenancy also terminates where the tenant vacates the rented premises with the consent of the landlord (clause 39).

Clause 41 provides for termination after notice and clause 42 provides for termination by abandonment.

Part IX—Vacation of Premises, Eviction and Related Matters

According to clause 47, where a tenancy is terminated in accordance with the 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.

Where a tenant fails to vacate the premises after notice to vacate the premises has been given in accordance with this Act, the landlord shall apply to court for an eviction order (clause 48(1)).

A tenant shall not be evicted except in accordance with this Act (clause 49(1)).

Part X—General

This Part provides for general matters including provisions relating to charging of fee, for extra services by a landlord (clause 50), not subjecting tenant to annoyance (clause 51), entry of rented premises by landlord (clause 53), power to make regulations (clause 55), and repeal of certain enactments (clause 56).

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Minister of Lands, Housing and Urban Development.

THE LANDLORD AND TENANT ACT, 2018

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A Bill for an ACT

ENTITLED

THE LANDLORD AND TENANT ACT, 2018.

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.

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, 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—

“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 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 chief magistrate’s court;

“currency point” has the value assigned to it in Schedule 1 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.

(1) 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 shall be in the form prescribed in Schedule 2.

(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 national identification card or alien's identification card;
- (b) with a legal person, unless that person provides details of registration or other form of incorporation.

(6) 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 a very 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 32.

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; or
- (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. 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.

13. 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 to 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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. Landlord to keep premises safe and free of health hazards

It is the duty of the landlord to keep the premises safe and free from health hazards.

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

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

(2) Where the manner of payment of rent is not specified in the tenancy agreement, the rent shall be paid by the tenant at the premises.

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, recorded and settled in the shilling, unless otherwise provided under any enactment, or is lawfully agreed to between the parties to an agreement under any lawful obligation.

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, in his or her discretion in writing, opts to pay rent in advance 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 be in the prescribed form.

(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, 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 notice to increase rent shall be in the prescribed form.

(4) 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.

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

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

(7) A landlord who serves a notice required under this section which contains a statement or representation which is false or misleading in any material respect commits an offence and is liable to a fine not exceeding twenty-four currency points or imprisonment not exceeding one year or both.

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

Where a tenant who 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 court to recover the rent owed; including the reasonable costs incurred to recover the rent.

(2) The 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 Small Claims Procedure Rules, 2011.

31. Abolition of the remedy of distress for rent

The remedy of distress for rent is abolished.

*Security deposit***32. Security deposit**

(1) A landlord shall 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) All moneys paid to the landlord by the tenant as a security deposit shall promptly be deposited by the landlord in a trust account, maintained by the landlord for the purpose of holding such security deposits for tenants of the landlord.

(6) Unless otherwise agreed in writing, the landlord is entitled to receipt of any interest paid on the security deposit in the trust account.

(7) The landlord shall provide the tenant with a written receipt for the security deposit and shall provide written notice of the name and address and location of the depository and any subsequent change in the details.

(8) Where, during a tenancy, the status of landlord is transferred to another, any sums in the deposit trust account affected by the transfer shall simultaneously be transferred to an equivalent trust account of the successor landlord, and the successor landlord shall promptly notify the tenant of the transfer and of the name, address, and location of the new depository.

(9) 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**33. 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.

34. 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.

35. 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.

36. Application to assign or sublet to be in prescribed form

An application to assign the tenancy or sublease the premises by a tenant under this Act shall be in the form prescribed by the Minister by regulations.

PART VIII—TERMINATION OF TENANCY

*Termination by landlord or tenant***37. Termination of tenancy to be in accordance with Act**

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

38. 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.

39. 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.

40. 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.

41. 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 be in the prescribed form.

42. 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.

43. 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 the 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 the court for an order to terminate the tenancy.

44. 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 High Court.

45. 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.

46. 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

47. 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.

48. Court order required to evict tenant

(1) Where a tenant fails to vacate the premises after notice to vacate the premises has been given in accordance with this Act, the landlord shall apply to court for an eviction order.

(2) The court shall consider an application for eviction under subsection (1) expeditiously.

49. 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 not exceeding two hundred and fifty currency points 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**50. 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.

51. 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.

52. 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.

53. 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 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.

54. 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.

55. 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 hundred 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.

56. Repeal of Cap. 76 and Cap. 231 and saving

(1) The Distress for Rent (Bailiffs) Act, Cap. 76 and the Rent Restriction Act, Cap. 231 are repealed.

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

SCHEDULE 1

section 1

Currency point

A currency point is equivalent to twenty thousand shillings

SCHEDULE 2

section 3(2)

TENANCY AGREEMENT

THIS AGREEMENT is made thisday of

BETWEEN

..... (“Landlord”)

And..... (“Tenant”)

PARTICULARS ARE 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 Shilings** (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 demised 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.

- (iii) That the tenant paying rent hereby reserved and performing and observing the obligation 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 demised 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 demised 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 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 demised 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;

- (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 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.

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

SIGNED BY:	NAME	SIGNATURE
LANDLORD
TENANT
WITNESS (1)
WITNESS (2)

Cross References

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

Distress for Rent (Bailiffs) Act, Cap. 76

Public Health Act, Cap. 281

Rent Restriction Act, Cap. 231