

DRAFT MODEL TENANCY ACT

INVITING COMMENTS / SUGGESTIONS

The draft model tenancy law is intended to be circulated to the States / UTs for consideration as a model in order to make local laws with such modifications as would be locally suitable

This is neither a Central Act nor a Central Bill to be enacted by Parliament

Draft as on 17.04.2015

The Model Tenancy Act

Arrangement of Clauses

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MODEL TENANCY ACT

AN

ACT

to establish a framework for the regulation of rent and to balance the rights and responsibilities of landlords and tenants and to provide fast adjudication process for resolution of disputes, and matters connected therewith or incidental thereto.

Be it enacted by the (Parliament/State/UT Legislature) in the Sixty-sixth Year of the Republic of India as follows:-

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the (Name of State/UT) Tenancy Act, ____.

Short title,
extent and
commence
ment.

(2) It shall extend to all urban areas of (Name of State/UT);

Provided that the Central/State/UT Government through notification may exclude any area or units or class of buildings from the operation of this Act or any provision thereof.

(3) It shall come into force on such date as the Central/State/UT Government may, by notification in the Official Gazette appoint and different dates may be appointed for different provisions of the Act.

2. In this Act, unless the context otherwise requires, -

Definitions

(a) "agreement" or "tenancy agreement" means the written agreement executed by the landlord and the tenant as required under this Act;

(b) "Rent Tribunal" means Rent Tribunal constituted under Section 31;

(c) "landlord" means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, whether on his own account or on account of or on behalf of, or for the benefit of, any other person or as a trustee, guardian or receiver of any person or who would so receive the rent or be entitled to receive the rent, if the premises were let to a tenant, and shall include his successor-interest;

(d) "local authority" means a Municipal Corporation or a Municipal Council or a Nagar Panchayat or a Development Authority, by whatever name called, or the Cantonment Board, or as the case may be, a civil area committee appointed under section 47 of the Cantonment Act, 2006 or such other body entitled to function as a local authority in any city or town, constituted under any law for the time being in force;

(e) "person with disability" has the same meaning as assigned to it in clause (t) of Section 2 of the Persons with Disability (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995;

(f) "premises" means any building or part of a building which is, or is intended to be, let separately for the purpose of residence or for commercial

41 of 2006

1 of 1996

or for educational use, except for industrial use and includes-

i) the garden, grounds and out-houses, if any, appertaining to such building or part of the building,

ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof,

but does not include hotel, lodging house, dharmshala or inn etc.;

(g) "property manager" means a person or company who is employed by the landlord to manage the premises and who represents the landlord in his dealings with the tenant;

(h) "rent payable" in relation to any premises means the rent as per section 8;

(i) "Rent Authority" means an officer appointed under section 37;

(j) "Rent Court" means a Rent Court constituted under section 30;

(k) "Schedule" means the Schedule annexed to this Act;

(l) "tenant" means a person by whom or on whose account or behalf the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made;

(m) "Urban Area" means the areas that fall under the jurisdiction of either the Municipal Corporation or the Municipal Council or the Development Authority or the Nagar Panchayat or the Cantonment Board or the civil area committee or any other such body as the case may be.

3. Nothing in this Act shall apply to –

(a) Any premise(s) owned or promoted by the Central or State or Union Territory Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board;

(b) Premise(s) owned by a company, university or organization given on rent to its employees as part of service contract;

(c) Any premise(s) owned by religious or charitable institutions as may be specified by the Central/State/UT Government, by notification;

(d) Any premise(s) owned by Wakfs registered under the Wakf Act, 1995 or to any trust registered under the Public Trust Act;

(e) Any other building and/or category of building(s) specifically exempted in public interest by the Central/State/UT Government through notification;

Provided that any owner of the premise(s) falling under clause (a) to clause (e) of sub-section (1) above, wishes that the tenancy agreement entered into by them be regulated under the provisions of this Act, they may inform the Rent Authority of their desire to do so at the time of information of the tenancy agreement under section 4 of this Act.

Act not to
apply to
certain
premises.

43 of 1995

CHAPTER II

TENANCY

4. (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landlord and tenant jointly, in the form specified in the First Schedule. Tenancy Agreement

(2) Where, in relation to a tenancy created before the commencement of this Act -

(a) an agreement in writing was already entered into it shall be informed to the Rent Authority;

(b) no agreement in writing was entered into, the landlord and the tenant shall enter into an agreement in writing with regard to that tenancy, and inform the Rent Authority, in the form specified in the First Schedule:

Provided that where the landlord and the tenant fail to present jointly a copy of tenancy agreement under clause (a) or fail to reach an agreement under clause (b) such landlord and the tenant shall separately file the particulars about such tenancy.

(3) Every agreement referred to in sub-section (1) or required to be executed under sub-section (2) shall be in such manner and within such period as may be prescribed.

(4) The Rent Authority after receiving such information about tenancy agreement, shall register the agreement and provide a registration number to the parties.

(5) Information provided as per sub-section (1) and (2) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in its absence any statement in the agreement shall not be received as evidence of the facts in any court of law.

(6) The Rent Authority shall upload the details of all tenancies along-with the registration number provided under sub-section (4), in the form and manner prescribed, on its website within fifteen days of the allotment of the registration number.

5. (1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landlord and the tenant and as specified in the tenancy agreement. Period of tenancy.

(2) The tenant may approach the landlord for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord on mutually agreed terms and conditions.

(3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement, for a maximum period of six months.

6. (1) The tenancy shall cease immediately after the death of the tenant save as provided in sub-section (2). Inheritability of tenancy.

(2) In the event of the death of a tenant, the right of tenancy of residential and non-residential premises shall devolve for the remaining period of tenancy to his successors in the following order:-

- a) Spouse;
- b) Sons/unmarried daughters;
- c) Parents;
- d) Daughter-in-law being the widow of a predeceased son;

Provided that the successor had been ordinarily living or working in the premises with the deceased tenant upto his death.

7. (1) After the commencement of this Act, no tenant shall without the previous consent in writing of the landlord – Restriction on subletting.

- (a) sublet whole or part of the premises held by him as a tenant;
- (b) transfer or assign his rights in the tenancy agreement or any part thereof.

(2) Where the premises are sublet as per sub-section (1) above the tenant shall notify the landlord the date of commencement or termination of sub-tenancy, as the case may be, within one month of the commencement or termination.

CHAPTER III

RENT

8. The rent payable in relation to a premises shall be,-

Rent payable.

- (a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy;
- (b) in case of tenancies entered into before the commencement of this Act, after the expiry of twelve months from the commencement of this Act, rent payable shall be as per sub-section (a) of section 8 above, and -

- i. The landlord shall intimate the tenant two months prior to the expiry of the said twelve months about the revision in rent, if required;
- ii. In the absence of an agreement between the landlord and the tenant on the rent payable as per sub-section (a) of section 8 above, the landlord shall have the option to terminate the tenancy as per clause (a) of sub-section (2) of section 21.

9. (1) Revision of rent between the landlord and the tenant shall be as per the terms set in the Tenancy Agreement. Revision of rent.

(2) Save as agreed other in the agreement, the landlord shall give a notice in writing three months before the revised rent becomes due.

(3) If a tenant who has been given notice of an intended rent increase under sub-section (2) of section 9 above, fails to give the landlord notice of termination of tenancy, the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landlord.

(4) In case the premises has been let for a fixed term, rent may not be increased during the currency of the tenancy period unless the amount of increase or method of working out the increase is expressly set out in the Tenancy Agreement.

(5) No tenant shall directly or indirectly sublet or assign, whole (or part) of the premises for a rent that is higher than the rent (or the proportionate rent) charged by the landlord to the tenant.

(6) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under Section 15, the landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant, prior to the commencement of the work and such increase in rent shall become effective from one month after the completion of work.

(7) Where after the rent of a premises has been agreed or fixed, there has been a decrease or diminution or deterioration of accommodation or housing services in the premises, the tenant may claim a reduction in the rent and may approach the Rent Authority in case of conflict.

(8) The landlord may either restore the premises and the housing services as at the commencement of tenancy or agree for a reduction in rent.

10. The Rent Authority on an application by the landlord or tenant will fix or revise, as the case may be, the rent and other charges payable by the tenant as also fix the date from which the revised rent becomes payable.

Rent
Authority
to fix or
revise rent.

11. (1) Save an agreement to the contrary, it shall be unlawful to charge a security deposit in excess of three times the monthly rent.

Security
deposit.

(2) The security deposit shall be refunded to the tenant within one month after vacation of the premises, after making due deduction of any liability of the tenant.

CHAPTER IV

OBLIGATIONS OF LANDLORD AND TENANT

12. After the tenancy agreement has been signed by both the landlord and tenant; the landlord must give one original signed and registered agreement to the tenant within fifteen days of the agreement being signed by both the landlord and the tenant in the manner as prescribed.

One set of
original
agreement
to be given
to the
tenant.

13. (1) Every tenant shall pay rent and other charges payable within the stipulated period as in the tenancy agreement between the landlord and the tenant.

Receipt to
be given
for rent
paid.

(2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landlord, shall be entitled, against acknowledgement, to obtain forthwith from the landlord or his property manager, a written receipt for the amount paid to him, signed by

the landlord or his property manager.

14. (1) Where the landlord does not accept any rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landlord by postal money order or any other method prescribed consecutively for two months, and if the landlord does not accept the rent and other charges within this period, then the tenant may deposit the same with the Rent Authority.

Deposit of rent with the Rent Authority.

(2) Whenever there is bona-fide doubt about the person or persons to whom the rent is payable, the tenant may deposit such rent and other charges with the Rent Authority.

(3) On deposit of the rent, the Rent Authority shall investigate the case and pass an order based on facts of the case.

(4) The withdrawal of rent and other charges payable deposited under sub-section (1) or sub-section (2), as the case may be, shall not operate as an admission against the person withdrawing it to the correctness of rent or any other fact stated by the tenant.

(5) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall be forfeited by the Central/State/UT Government.

15. (1) Notwithstanding any contract in writing to the contrary, the landlord and the tenant shall be bound to keep the premises in as good a condition as at the commencement of the tenancy, except for normal wear and tear, and shall be responsible for the respective repairs and maintenance as specified in the Second Schedule.

Repair and maintenance of property.

(2) In case of common facilities shared among the tenants or with the landlord the respective responsibilities of each tenant and landlord will be specified in the Tenancy Agreement

(3) In the event of tenants refusal to carry out scheduled or agreed repairs the landlord shall get the repairs done and deduct the amount from the Security Deposit.

(4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from periodic rent:

Provided that in no case will the deduction from rent in any one month exceed fifty per cent of the agreed rent for one month.

(5) In case the unit is uninhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant(s), the tenant(s) will have the right to abandon the unit after giving landlord fifteen days notice in writing or by approaching the Rent Authority.

16. During the tenancy, the tenant must -

Tenant to look after the premises.

(a) not intentionally or negligently damage the premises or permit such damage;

(b) notify the landlord of any damage as soon as possible;

(c) take reasonable care of the premises and its contents and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

17. (1) A landlord or the property manager may enter a premises in accordance with written notice given to the tenant at least twenty-four hours before the time of entry under the following circumstances: Entry with notice.

(a) to carry out repairs or replacement or do or get done work in the premises;

(b) to carry out an inspection of the premises for the purpose of determining whether the premises is in a habitable state;

(c) for any other reasonable reason for entry specified in the Tenancy Agreement.

(2) The written notice will specify the reason for entry, the day and time of entry between 7.00 A.M. to 8.00 P.M.

18. In case the landlord has hired a property manager, the landlord must provide tenant the following information - Information about the property manager.

(a) property manager's name;

(b) the proof that he is agent of the landlord and employed by the landlord;

(c) if the property manager is a company, name of the company, employee who can be contacted in relation to the tenancy agreement etc.

19. The functions of the property manager may include the following - Role and responsibilities of property manager.

(a) collection of rent against receipt;

(b) getting essential repairs done on behalf of the landlord;

(c) inspection of the premises from time to time;

(d) giving notices to tenant(s) for (i) proper maintenance of the premises, (ii) delay in payment of rent; (iii) revision of rent; (iv) vacation of premises; (v) renewal of tenancy;

(e) help in resolution of disputes among tenants and between landlord and tenant(s);

(f) any other matters relating to tenancy.

20. (1) No landlord or tenant either by himself or through any person shall cut-off or withhold any essential supply or service in the premises occupied by the tenant or the landlord. Cutting off or withholding essential supply or service.

(2) In case of contravention of provisions of sub-section (1) and on application from the tenant or the landlord, as the case may be, the Rent Authority after examining the matter may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry referred to in sub-section (3).

(3) The Rent Authority shall conduct an inquiry against the application made by the landlord or the tenant, as the case may be, and complete the inquiry within one month of filing of such application.

(4) The Rent Authority may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend upto an amount as may be prescribed.

(5) The Rent Authority may direct that compensation be paid to the landlord or tenant if it finds that the application was made frivolously or vexaciously.

Explanation- Essential services includes supply of water, electricity, lights in passages, lifts and on staircase, conservancy, parking, communication links and sanitary services etc.

CHAPTER V

REPOSSESSION OF THE PREMISES BY THE LANDLORD

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section (2).

Repossession of the premises by the landlord.

(2) The Rent Court may, on an application made to it in the manner prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely:-

(a) that the landlord and tenant have failed to agree to the rent payable under section 8;

(b) that the tenant has not paid the arrears in full of rent payable and other charges payable as specified in sub-section (1) of Section 13 for two months, including interest for delayed payment as may be specified for in the tenancy agreement or prescribed, as the case may be, within one month of notice of demand for the arrears of such rent and all charges payable being served on him by the landlord in the manner provided in sub-section (4) of Section 106 of the Transfer of Property Act, 1882:

4 of 1882

Provided that no order for eviction of the tenant on account of default of payment of rent shall be passed, if the tenant makes payment to the landlord or deposits with the Rent Court all arrears of rent including interest within one month of notice being served on him:

Provided further that this relief shall not be available again, if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;

(c) that the tenant has after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landlord;

(d) that the tenant has continued misuse of the premises even after receipt of notice from the landlord to stop such misuse.

Explanation – For the purpose of this clause, misuse of premises means encroachment of additional space by the tenant or use of premises which causes public nuisance or causes damage to the property or is detrimental to the interest of the landlord or for an immoral or illegal purposes;

(e) that the premises or any part thereof are required by the landlord for carrying out any repairs or building or rebuilding or additions or alterations or demolition, which can not be carried out without the premises being vacated:

Provided that the re-entry of the tenant after such repairs, rebuilding, addition, alteration etc. will be allowed only when it has been mutually agreed to between the landlord and the tenant and the new tenancy agreement has been submitted with the Rent Authority:

Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement submitted with the Rent Authority and

also in cases where the tenant has been evicted under the orders of the Rent Court.

(f) that the premises or any part thereof are required by the landlord for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

(g) that the premises let for residential or non-residential purpose are required by the landlord for occupation for residential or non-residential purposes for himself or for any member of his family or for any person for whose benefit the premises were held and the landlord or such person is not in possession of any suitable accommodation within the same urban area;

(h) that the tenant has given written notice to quit and in consequence of that notice the landlord has contracted to sell the accommodation or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that accommodation;

(3) In any proceedings for eviction under clause (c) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landlord is agreeable to the same.

22. (1) Where an order for recovery of possession of any premises is made on the ground specified in clause (g) of sub-section (2) of section 21, the landlord shall be entitled to obtain possession thereof within a period of one month in the case of residential premises and two months in the case of non-residential premises from the date of passing of eviction order:

Recovery
of
possession
for
occupation

Provided that in case of premises let by category of landlords specified in the Third Schedule or by their spouse or dependent children (including dependents of pre-deceased personnel in armed forces), the landlord shall be entitled to obtain possession immediately after passing of the eviction order.

(2) Where a landlord recovers possession of any premises from the tenant under clause (g) of sub-section (2) of Section 21, the landlord shall not, except with the permission of the Rent Court obtained in the prescribed manner, re-let whole or part of the premises within three years from the date of obtaining such possession, and if the landlord re-lets his premises without permission of the Rent Court, the Rent Court may levy a penalty on the landlord as prescribed.

23. A landlord is entitled to compensation of double the monthly rent for the use and occupation of a premise by a tenant who does not vacate the unit after his tenancy has been terminated by order, notice or agreement.

Compensa
tion in
case of
non-
vacancy.

24. (1) Where a landlord exercises the right of recovery of possession under sub-section (2) of Section 21, and he had received any rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such an amount after deducting the rent and other charges due to him.

Refund of
advance
rent by the
landlord.

(2) If any default is made in making any refund, the landlord shall be liable to pay simple interest at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

25. In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of Section 21, the tenant contests the claim for eviction, the landlord may at any stage of proceedings, apply to the Rent Court to direct the tenant to pay to the landlord rent payable as under Section 8 and the Rent Court may order the tenant to make such payment as agreed regularly to the landlord by 10th of the month and all other charges due from the tenant along with penal charges, if any, due to delay in the same as per sub section (1) of Section 13. Payment of rent during eviction proceedings.
26. Where the landlord proposes to make any improvement in or construct any additional structure on any building which has been let to a tenant and the tenant refuses to allow the landlord to make such improvement or construct such additional structure and the Rent Court on an application made to him in this behalf by the landlord is satisfied that the landlord is ready and willing to commence the work, the Rent Court may permit the landlord to do such work and may make such other order as he may think fit. Permission to build additional structures.
27. Notwithstanding anything contained in Section 21, where any premises which have been let comprising of vacant land, upon which it is permissible under the municipal byelaws, for the time being in force to erect any building, whether for residence or for any other purpose, and the landlord proposing to erect such building is unable to obtain possession of the same from the tenant by agreement with him and the Rent Court, on an application made to it in this behalf by the landlord, is satisfied that the landlord is ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant, the Rent Court may- Special provision regarding vacant sites.
- (a) direct such severance;
 - (b) place the landlord in possession of the vacant land;
 - (c) determine the rent payable by the tenant in respect of the rest of the premises; and
 - (d) make such other orders as he thinks fit in the circumstances of the case.
28. Notwithstanding anything contained in any other law for the time being in force, where the interest of a landlord in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Act for the recovery of possession of such premises, the order shall, subject to the provision of sub-section (3) of section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given to the landlord by evicting all such occupants therefrom. Vacant possession to landlord.
29. (1) Every tenant who is in possession of any premises to which this Act applies shall observe all the terms and conditions of the tenancy agreement and shall be entitled to the benefits thereof. Provision regarding notice of giving up possession by the tenant.
- (2) Notwithstanding anything in this Act or any other law for the time being in force, the tenant may give up possession of the premises on giving such notice as is required under the tenancy agreement and in the absence of any stipulation relating to such notice, the tenant shall give notice to the landlord of atleast one month before giving up possession of the premises.

CHAPTER VI

RENT COURTS & RENT TRIBUNALS

30. (1) The Central/State/UT Government may, by notification, constitute such number of Rent Court in as many urban areas as may be deemed necessary by it. Constitution of Rent Court.

(2) Where two or more Rent Courts are constituted for any urban area, the Central/State/UT Government may, by general or special order, regulate the distribution of business among them.

(3) A Rent Court may consist of one or more members (hereinafter referred to as the Presiding Officer) to be appointed by the Central/State/UT Government in consultation with the High court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Court unless he is member of the State Higher Judicial Service.

(5) The Central/State/UT Government may, in consultation with the High Court, authorize the Presiding Officer of one Rent Court to discharge the functions of the Presiding Officer of another Rent Court also.

31. (1) The Central/State/UT Government may, by notification, constitute such number of Rent Tribunals at such places as may be deemed necessary by it and notify a Rent Tribunal as Principal Rent Tribunal, where more than one Tribunal is constituted. Constitution of Rent Tribunals.

(2) The Rent Tribunal shall be a multi-member Tribunal headed by a Principal Appellate Member, and the senior most judge shall function as Principal Appellate Member and shall have the power to transfer appeal cases from one member of the Appellate Tribunal to another member whenever deemed necessary, and similarly the Principal Appellate Tribunal may on an application or suo-motu transfer a suit from one Rent Court to other Rent Court, and all the members of Rent Tribunal shall be appointed by the Central/State/UT Government in consultation with the High Court.

(3) No person shall be eligible to be appointed as Principal Member of the Rent Tribunal unless he has been a High Court Judge.

32. Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Court and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Authority under Section 38, to hear and decide the applications relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under this Act: Jurisdiction of Rent Court and Rent Tribunal.

4 of 1882
9 of 1872
Provided that the Rent Court shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act, 1872 or any other substantive law applicable to such matter in the same manner, in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

5 of 1908
33. (1) Subject to any rules that may be made under this Act, the Rent Court and the Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 but shall be guided by the principle of natural justice and shall have power to regulate their own procedure, and the Rent Court shall follow the following procedure, namely – Procedure of Rent Court and Rent Tribunal.

(a) the landlord or tenant may file an application before the Rent Court accompanied by affidavits and documents, if any;

(b) the Rent Court then shall issue notice to the opposite party, accompanied by copies of application, affidavits and documents;

(c) the opposite party shall file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;

(e) the Rent Court shall then fix a date of hearing and may hold such summary inquiry as it deems necessary.

(2) In every case, before the Rent Court and the Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Court and the Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination, such witness can be produced and may order attendance for examination or cross-examination of such a witness.

5 of 1908 (3) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable mutatis mutandis for service of notice by the Rent Court or Rent Tribunal.

(4) Every application or appeal, so far as possible shall be in the model forms as prescribed.

(5) The Rent Court shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case he decides to do so, it shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.

(6) (a) All applications under clause (a), (b), (c), (e), (f) and (h) of sub-section (2) of Section 21 shall be decided within 90 days of filing of application to the Rent Court.

(b) Applications under clauses (d) and (g) of sub-section (2) of Section 21 shall be decided within 30 days of filing of application to the Rent Court.

5 of 1908 **34. (1)** The Rent Court and the Rent Tribunal for the purpose of discharging their functions under their Act, shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 for the purposes of,— Powers of Rent Court and Rent Tribunal.

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) issuing commissions for examination of the witnesses or documents;

(d) issuing commission for local investigation;

(e) receiving evidence on affidavits;

(f) dismissing an application or appeal for default or deciding it ex-parte;

(g) setting aside any order of dismissal of any application or appeal for default or any other order passed by it ex-parte;

(h) execution of its order and decisions under this Act without reference to

any civil court;

(i) reviewing its orders and decisions;

(j) any other matter which may be prescribed.

45 of 1860
2 of 1974
(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceedings within the meaning of section 193 and 228, and for the purpose of section 196, of the Indian Penal Code 1860 and the Rent Court and the Rent Tribunal shall be deemed to be a civil court for the purposes of section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.

(3) For the purpose of holding any inquiry or discharging any duty under this Act, the Rent Court may –

(a) after giving not less than twenty-four hours notice in writing, enter and inspect or authorize any officer, subordinate to him, to enter and inspect, any premises at any time between sunrise and sunset;

(b) by written order, require any person to produce for his inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified in the order.

(4) The Rent Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise him in the proceeding before him.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Court or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Court on an application received by it in this behalf from any of the parties or otherwise.

2 of 1974
(6) The Rent Court may exercise the powers of a Judicial Magistrate First Class for the recovery of the fine under the provisions of the Code of Criminal Procedure, 1973 and the Rent Court shall be deemed to be a Magistrate under the said code for the purposes of such recovery.

(7) An order made by a Rent Court or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Court as a decree of a civil court and for this purpose, the Rent Court shall have the powers of a civil court.

(8) The Rent Court may set aside any order passed ex-parte if the aggrieved party files an application and satisfies it that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was called for hearing.

(9) Save as otherwise expressly provided in this Act, every order made by the Rent Court shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

35. (1) From every final order passed by the Rent Court, an appeal shall lie to the Rent Tribunal, within the local limits, of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along-with copy of such final order.

Appeal to
Rent
Tribunal.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than 30 days from the date of service of notice of appeal on

the respondent and the appeal shall be disposed of within a period of one hundred and twenty days from the date of service of notice of appeal on the respondent.

(3) Where the Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal, however, this facility would be available to the applicants only once during the hearing.

(4) The Rent Tribunal may in its discretion pass such interlocutory order during the pendency of the appeal, as it may deem fit.

(5) (a) While deciding the appeal, the Rent Tribunal after recording reasons therefor confirm, set aside or modify the order passed by a Rent Court;

(b) The decision of the Rent Tribunal shall be final and no further appeal or revision shall lie against the order.

(6) On application of any of the parties and after notice to the parties and after hearing such of them as have desired to be heard, or of its own motion without such notice, the Principal Rent Tribunal may at any stage transfer any case from one Rent Court to any other Rent Court for disposal.

(7) Where any case has been transferred under sub-section (6), the Rent Court to whom the case has been transferred subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

36. (1) The Rent Court shall, on application of any party, execute in the manner prescribed, a final order of any other order passed under this Act by adopting any one or more of the following modes, namely:-

Execution
of the
order.

(a) delivery of possession of the premises to the person in whose favour the decision has been made;

(b) attachment and sale of the movable or immovable property of the opposite party;

(c) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account;

(d) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of the order.

(2) The Rent Court may take the help from the local government or local body or the local police for the execution of the final orders:

Provided that the help of police shall be obtained subject to payment of such cost by the litigants as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within 30 days from the date of service of notice on opposite party.

CHAPTER VII

APPOINTMENT OF RENT AUTHORITIES, THEIR POWERS, FUNCTIONS AND APPEALS

37. The Collector shall, with the previous approval of the Central/State/UT Government, appoint an officer, not below the rank of Deputy Collector to

Appointm
ent of Rent

be the Rent Authority for the area within his jurisdiction to which this Act applies. Authority.

38. The Rent Authority shall have the same powers as are vested in Rent Court under the act, in any proceeding under Section 4, 9, 10, 14, 15 and 20 of the Act. The procedure as laid in section 33 and 36 of the Act shall be followed in disposal of such applications. Power and procedure of Rent Authority.

39. (1) An appeal shall lie against the order of the Rent Authority made under this Act to the Rent Court having territorial jurisdiction. Appeals.

(2) An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Authority.

(3) Save as otherwise expressly provided in this Act, every order made by the Rent Authority shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceeding.

CHAPTER VIII

MISCELLANEOUS

40. (1) Save as otherwise provided in this Act, no civil court shall entertain any suit or proceeding in so far as it relates to the provisions of this Act. Jurisdiction of civil courts barred in respect of certain matters.

(2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as per First Schedule and the question of title and ownership of premises shall be beyond its jurisdiction.

7 of 1870 41. (1) The provisions of the Court-fees Act, 1870 shall apply in respect of applications or appeals to be presented before the Rent Court or Rent Tribunal or Rent Authority, as the case may be. Court fees.

(2) The applications for recovery of possession made to the Rent Court and the memorandum of appeals presented before the Rent Tribunal shall be treated as suits between the landlord and the tenant for the purposes of computation of court fees.

(3) The court fees on the application filed before the Rent Authority shall be same as of an interlocutory application presented in a civil court.

45 of 1860 42. All members of Rent Court, Rent Tribunal and Rent Authority appointed under this Act shall be deemed to be public servants within the meaning of Section 21 of the Indian Penal Code, 1860. Members etc. to be public servants.

43. The members of Rent Court and Rent Tribunal shall function under the administrative and disciplinary control of the High Court. Members etc. to function under the High Court.

44. No suit, prosecution or other legal proceeding shall lie against any Rent Court or Rent Tribunal or Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act. Protection of action taken in good faith.

45. The Central/State/UT Government may, by notification, make rules to carry out the provisions of this Act. Power to make rules.
46. (1) Every rule made by the Central Government, under this Act shall be laid, as soon as may be after it is made, before each House of Parliament, while it is in session, for a total period of thirty days which may be comprised in one session or in two or more successive sessions, and if, before the expiry of the session immediately following the session or the successive sessions aforesaid, both Houses agree in making any modification in the rule or both Houses agree that the rule should not be made, the rule, shall thereafter have effect only in such modified form or be of no effect, as the case may be; so, however, that any such modification or annulment shall be without prejudice to the validity of anything previously done under that rule.
- (2) Every rule made by a State Government or the Union territory Government, as the case may be, under this Act shall be laid as soon as may be, after it is made, before the State Legislature, or the Union territory Legislature, as the case may be, where it consists of two Houses, or where such legislature consists of one House, before that House.
47. (1) If any difficulty arises in giving effect to the provisions of this Act, the Central/State/UT Government may, by order, not inconsistent with the provisions of this Act, remove the difficulty: Power to remove difficulties.
- Provided that no such order shall be made after the expiry of a period of two years from the commencement of this Act.
- (2) Every order made under this section shall, as soon as may be after it is made be laid before each House of Parliament/State Legislature/UT Legislature.
48. (1) The Name of the Central/State/UT Act applicable is hereby repealed. Repeal and savings.
- (2) Notwithstanding such repeal and subject to the provisions of this Act all cases and other proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the said Act, as if the said Act had continued in force and this Act had not been passed:
- Provided that the plaintiff within a period of 180 days of coming into force of this Act shall be entitled to withdraw any suit or appeal or any other proceeding pending under the repealed Act with liberty to file fresh application in respect of the subject matter of such suit or appeal or any other proceeding under and in accordance with the provisions of this Act, and for the purposes of limitation, such application if it is filed within a period of 270 days from the commencement of this Act be deemed to have been filed on the date of filing of the suit which was withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceeding originated.

THE FIRST SCHEDULE

(See Section 4)

FORM FOR INFORMATION OF TENANCY

To,
The Rent Authority

(Address)

1. Name & Address of the : _____
Landlord
2. Name & Address of the : _____
Property Manager (if any)
3. Name(s) & Address of the : _____
Tenant, including email id and
contact details
4. Description of previous : _____
tenancy, if any
5. Description of premises let to : _____
the tenant including
appurtenant land, if any
6. Date from which possession is : _____
given to the tenant
7. Rent payable as in section 6 : _____
8. Furniture and other equipment : _____
provided to the tenant
9. Other charges payable :
 - a. Electricity : _____
 - b. Water : _____
 - c. Extra furnishing, fittings : _____
and fixtures
 - d. Other services : _____
10. Attach rent/lease agreement, if : _____
any
11. Duration of tenancy (Period : _____
for which let)

Name and Signature
of Landlord

Name and Signature
of Tenant

THE SECOND SCHEDULE

(See Section 15 (1))

DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN THE LANDLORD AND THE TENANTS

As per Section 16, the landlord shall be responsible for repairs relating to matters falling under Part A and the tenant shall be responsible for matters falling under Part B.

Part A

Responsibilities of the Landlord

1. Structural repairs except those necessitated by damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows.
3. Changing and plumbing pipes when necessary.
4. Internal and external electrical wiring and related maintenance when necessary.

Part B

Periodic repairs to be got done by the tenant

1. Changing of tap washers and taps
2. Drain cleaning
3. Water closet repairs
4. Wash Basin repairs
5. Bath tub repairs
6. Geyser repairs
7. Circuit breaker repairs
8. Switches and socket repairs
9. Repairs and replacement of electrical equipment except major internal and external wiring changes
10. Kitchen fixtures repairs
11. Replacement of knobs and locks of doors, cupboard, windows etc.
12. Replacement of flynets
13. Replacement of glass panels in windows, doors etc
14. Maintenance of gardens and open spaces let out to or used by the tenant

THE THIRD SCHEDULE

(See Section 22 (1))

SPECIAL CATEGORY OF LANDLORDS

Special category of landlords specified in sub-section (1) of Section 23 are as follows:-

1. Persons allotted residential premises by their employers and asked to vacate the same due to termination of service or change in rules or for any other reason.
2. Persons released or retired from Government Service including Armed Force or Air Force or Navy or Paramilitary Forces.
3. Widows, divorcees or single women.
4. Person with disabilities.
5. A person who is of the age of 60 years and above.
