



Legal remedies available to landlords for non-payment of rent

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The law provides the following remedies to a landlord whose tenant is in breach of the terms of the lease relating to payment of rent:



1. Payment of penalties

Most lease agreements will include a clause requiring the payment of penalties by the tenant in case of delays in payment of rent. In this regard, a tenant will be required to pay an extra amount for late payment of rent.

2. Distress for rent

Where a tenant fails to pay rent altogether, the landlord has the right to levy distress for unpaid rent. This remedy is best exercised by engaging the services of an auctioneer. Distress for rent by the landlord involves seizing of the tenant's goods within the premises for which rent is owed without the need to commence litigation. Distress for rent is governed by the Distress for Rent Act, which

prohibits landlords from levying distress for rent at night and on Sundays. The law also prohibits landlords from seizing tools of trade, perishable goods, goods belonging to third parties, clothes and beddings and pets.

Once the goods are seized, the tenant is expected pay the rent owed as well as the cost of seizing the goods within 14 days. If the same is not paid, the landlord is at liberty to auction the goods to recover the amount owed.

3. Forfeiture of lease by the tenant

The Land Act entitles the Landlord to exercise the right of forfeiture against the tenant by taking back possession of the premises let out to the tenant. This must be done in strict adherence to the provisions set out in the Land Act and commences by serving on the tenant a Notice of forfeiture of the lease. The Notice sets out the reason why the Landlord seeks to forfeit the lease. In this case the reason will be the fact that the tenant is in breach of the condition requiring that rent is paid on the due date as set out in the lease agreement. This remedy is useful where the Landlord is no longer intent on maintaining the relationship with the tenant owing to persistent default in rent payment. The Notice requires the tenant to remedy the breach by paying the rent arrears specified in the notice. Before the Landlord can act on the Notice a period of not less than thirty days must lapse from the date the tenant receives the Notice.

4. Civil action for recovery of rent arrears

A landlord may choose to institute proceedings in a civil court for the recovery of rent arrears from a tenant. This takes time given the general nature of a litigation process. It is advisable to use this option where the tenant has vacated the premises and further rent does not continue to accrue.