

## EXCESS RENT

(Security Deposit)  
Section 24 (1)

A person shall not, as a condition of grant, renewal, or continuance, of a tenancy under a lease, or a renewal or continuance of a lease, for a term of twenty-five years or more, require the payments, or any like sum, or the giving of any consideration in addition to the rent, and where any such payment or consideration shall be paid after the commencement of this act, the amount or value thereof shall be recoverable by the person by whom it was made or given or his personal representative.

## EXEMPTIONS

Owners of commercial premises can apply to the Rent Assessment Board for a Certificate of Exemption. If the premises meet the requirements, exemptions will be granted.

## SPECIAL NOTE

- Tenants, if you are unable to pay your rent, it is your duty to go to landlord and make the necessary arrangements.
  - Landlords cannot sue for rent unless it is 30 days overdue.
- If utilities are unpaid by the tenant, landlords can sue tenants for outstanding amounts.



For this brochure:

Information by the Rent Assessment Board  
Email:rentboard@mtw.gov.jm

## TREATMENT OF TENANTS

Harassment of tenants is illegal – Section 27 of the Act defines harassment as anything that interferes with the quiet enjoyment of the properties. Such Acts as changing locks on doors, barring doors, taking off windows, blocking entrances, disconnecting or tampering with utilities and asking for favours, especially sexual, are viewed as harassment.

## SPECIAL SERVICES

Granting of exemption to commercial properties which qualify. Assessment of properties for the granting of increases. Grant increases in rent (above annual 7.5 per cent).  
Suing by Landlord for Arrears of Rent. Suing by the Tenant for Refund of rent (security deposit and increases above 7.5%)

## FOR ANY COMPLAINT

... whether from a landlord or a tenant no action is taken until both parties have been consulted. Landlords and tenants should not go straight to court with problems. If this is done the court will send them back to the Board.



You may call or visit:

The Rent Assessment Board, The Towers  
25 Dominica Drive, Kingston  
Tel: 906-4100/906-1765  
Office Hours: Monday-Friday 8:30a.m. – 4:00p.m.  
Email:rentboard@mtw.gov.jm

## KNOW YOUR RIGHTS



## Tenants & LANDLORDS

Dear Member of the Public,

Please be reminded that the Rent Board facilitates both landlords and tenants. When the Board receives a complaint, whether from a landlord or a

tenant, no action is taken until both parties have been consulted. Problems involving arrears of rent, refund of rent and illegal increases are dealt with by the Tribunal.

Landlords and tenants should not go straight to court with problems. The Tribunal has the same power as the RM Courts.

Management  
Rent Assessment Board (RAB)

## REGISTRATION OF PROPERTY

Tenants and landlords do you know your rights? The Rent Restriction Act states that all premises that are rented must be registered with the Rent Board for assessment.

It is not true that houses built after 1980 are exempt from the jurisdiction of the Rent Board.

Commercial premises built after 1980 can be made exempt from the jurisdiction of the Rent Board if owners obtain an Exemption Certificate from the Board.

## SUBLETTING

Any sub-tenant to whom the premises or any part thereof have been sub-let, either with the consent of the landlord, or in accordance with the express authority conferred by or under the tenancy agreement or lease shall, subject to the provisions of the law, be deemed to become the tenant of the landlord on the same terms as he would have held from the tenant if the tenancy had continued.

## INCREASING RENT

Landlords are allowed to increase rent by 7 1/2 per cent annually with the permission of the Rent Board. If a landlord wants an increase that is more than 7 1/2 per cent, he/she has to go to the Board. The Rent Board is very flexible and will consider the increased cost in the rate of property taxes, improvements to property, among other things. If there is an unreasonable or illegal increase in rent, the tenant is entitled to a refund.

## GIVING NOTICE

Quit notices served by landlords or tenants must be for valid reasons. Notice must be given NOT less than 30 clear days of the rent due date.

If a landlord gives a tenant notice to quit the premises for arrears in rent and the tenant pays before the expiry date of the notice, the notice is no longer valid. If the notice expires and the tenant has not paid and is still on the premises, the landlord cannot use any form of harassment to evict the tenant. He has to take the tenant to court for possession. The judge will then give the tenant a time period within which he/she should leave the premises.

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Up until two weeks before the expiry date, the tenant may go back to the court for an extension or he/she may go to the Legal Aid Clinic at 131 Tower Street, Kingston for assistance.

Tenants should not wait until the expiry date to apply to the court for an extension. Once the expiry date has passed the landlord is able to go to the bailiff's office, pay the necessary fees and have the tenant evicted from the premises.

Landlords and tenants should, however, try to settle disputes in an amicable manner. At the Rent Board you find a team of good listeners. Although it is not possible to please everybody, they do promise to give justice to all.

## TENANTS ON QUIT NOTICES

Tenants need to know that although they are on notice to quit they are obligated to pay rental until the premises are vacated.

If rental is not paid they would be in arrears of rental and could be sued to recover same.

## HELPFUL HINTS

(PROPER COMPLETION OF  
A NOTICE TO QUIT)

1. A notice to quit can be personally served on the tenant and a copy retained by the landlord, stating the details of such service.
2. A notice to quit is not valid unless there is a reason stating why the premises are required such as:
  - a) Non-payment of rent for 30 days or more, or
  - b) Premises required for landlords own resident, or
  - c) Premises are required for someone wholly dependent on the landlord, or
  - d) Premises are required for major repairs, or
  - e) Premises are required for purpose of being improved, or
  - f) Premises required for purpose of being rebuilt.

3. A notice to quit residential premises ought to give at least one month's notice, which must be a full rental month and should expire the day before a new rent month begins, (i.e.) that is, if rent is due the first of the month, the notice must be prepared and served on the Tenant before the 30th or 31st of the month to expire by the 30th or 31st of the next month.

Where there is a written lease, the notice period must conform to that stated under the lease still subsists. Where the premises are commercial premises, the period of notice is the same as a residential property. There maybe exceptions.

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