

CAYMAN ISLANDS



LANDLORD AND TENANTS LAW

(1998 Revision)

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(1998 Revision)

ENACTED by the Legislature of the Cayman Islands.

PART I - Introductory

Short title

1. This Law may be cited as the *Landlord and Tenants Law (1998 Revision)*.

PART II - Rights of Landlords

No goods to be taken in execution till landlord's rent paid

2. No goods or chattels whatsoever lying or being in or upon any messuage, lands or tenements which are or shall be leased for life or lives, terms of years, at will or otherwise, shall be liable to be taken by virtue of any execution, on any pretence whatsoever, unless the party at whose suit the said execution issued out, shall, before the removal of such goods from the said premises by virtue of such execution, pay to the landlord of the said premises or his bailiff, all such sum or sums of money as are or shall be due for rent for the said premises at the time of the taking such goods or chattels by virtue of such execution; provided the said arrears of rent do not amount to more than one year's rent; and in case the said arrears exceed one year's rent, then the party at whose suit such execution issued out, paying the said landlord or his bailiff one year's rent, may proceed to execute his judgment as he might have done before the making of this Law; and the bailiff or other officer is empowered and required to levy and pay to the plaintiff, as well the money so paid for rent, as the execution money.

Remedy for landlord for fraudulent removal of goods liable to distress

3. In case any tenant or lessee, for life or lives, term of years, at will, sufferance or otherwise of any messuages, lands, tenements or hereditaments, upon the demise or holding whereof any rent is or shall be reserved due or made payable, fraudulently or clandestinely conveys away or carries off or from such premises his goods or chattels, to prevent the landlord or lessor from distraining the same for arrears of rent so reserved due or made payable, it shall be lawful to and for every landlord or lessor within the Islands, or any person by him for that purpose lawfully empowered, within the space of thirty days next ensuing such conveying away or carrying off of such goods or chattels, to take and seize such goods and chattels wherever the same are found as a distress for the arrears of rent; to sell or otherwise dispose of in such manner as if the said goods and chattels had actually been distrained by such lessor or landlord in and upon such premises, for such arrears of rent, any law, custom or usage to the contrary notwithstanding:

Provided that no landlord, lessor or other person entitled to such arrears of rent shall take or seize any such goods or chattels as a distress for the same which shall be sold *bona fide* and for valuable consideration before such seizure made to any person not privy to such fraud, anything herein contained to the contrary notwithstanding.



Penalty on tenants and their abettors fraudulently removing or concealing goods liable to distress

4. If any tenant or lessee fraudulently removes and conveys away his goods or chattels as aforesaid; or if any person wilfully and knowingly aids or assists such tenant or lessee in fraudulently conveying away or carrying off of any part of his or her goods or chattels, or, in concealing the same, every person or persons so offending shall forfeit and pay to the landlord or lessor from whose lands, tenements or hereditaments were fraudulently carried off as aforesaid, double the value of the goods carried off or concealed to be recovered by action of debt.

Summary remedy where goods fraudulently removed, etc., do not exceed one hundred dollars in value

5. Any tenant who fraudulently carries off or conceals his goods and chattels which do not exceed in value the sum of one hundred dollars so as to prevent the same being taken by the landlord or his agent for distress is guilty of an offence and liable on summary conviction to a fine of ten dollars, and the court shall further adjudge the offender to pay to the landlord double the value of the goods and chattels so carried off or concealed and in default of such payment the offender shall be liable to imprisonment for sixty days.

Landlord may break open and enter with the aid of a constable

6. Where any goods or chattels fraudulently or clandestinely conveyed or carried away by any tenant or lessee, his servant or agent or other person aiding or assisting therein, are put, placed or kept in any house, barn, building, stable, outhouse, yard, close or place locked up, fastened or otherwise secured, so as to prevent such goods and chattels from being taken and seized as a distress for arrears of rent, it shall be lawful for the landlord or lessor, his steward, bailiff, receiver or other person empowered to take and seize as a distress for rent such goods and chattels (first calling to his assistance a constable or other peace officer who are hereby required to aid and assist therein; and in case of a dwelling-house oath being also first made before some Justice of a reasonable ground to suspect that such goods and chattels are therein) in the daytime to break open and enter into such house, barn, building, stable, outhouse, yard, close or place, and to take and seize such goods and chattels for the said arrears of rent as he might have done by virtue of this or any former law, if such goods and chattels had been put in any open field or place.

Landlord may seize, as a distress for rent, cattle or stock, also produce

7. Every lessor or landlord, or his steward, bailiff, receiver or other person empowered by him may take and seize as a distress for arrears of rent any cattle or stock of their respective tenant feeding or depasturing upon any common, appendant or appurtenant or belonging to any part of the premises demised or holden; and also take and seize fruits, produce, manufacture or other product which are growing, making or made on any part of the estate so demised or holden, as a distress for arrears of rent; and may cut, gather, make, cure, carry and lay up, when ripe in the barns, buildings or other proper place on the premises so demised or holden; and where there is no barn, building or proper place on the premises so demised or holden, then in any other barn, building or place which such lessor or landlord shall hire or otherwise procure for that purpose, and as near as may be to the premises; and in convenient time may appraise, sell or otherwise dispose of the same towards satisfaction of the rent for which such distress has been taken, and of the charges of such distress, appraisement and sale, in the same manner as other goods and chattels may be seized, trained and disposed of; and the appraisement thereof shall be taken when cut, gathered, cured and made, and not before:

Provided always, that notice of the place where the goods and chattels so distrained shall be lodged or deposited shall, within the space of one week after the lodging or depositing thereof in such place, be given to such lessee or tenant, or left at the last place of his abode; and that if, after any distress for arrears of rent so taken of fruits, produce, manufacture or other product which are growing, making or made, as aforesaid, and at any time before the same are ripe and cut, cured or gathered, the tenant or lessee, his executors, administrators or assigns, pays or causes to be paid to the lessor or landlord for whom such distress is taken, or to the steward or other person empowered or usually employed to receive the rent as such lessor or landlord, the whole rent which is then in arrears, together with the full costs and charges of making such distress, and which have been occasioned thereby, that then and upon such payment, or lawful tender thereof, actually made, whereby the end of such distress will be fully answered, the same and every part thereof shall cease and the fruits, produce, manufacture or other product so distrained shall be delivered up to the lessee or tenant, his executors, administrators or assigns anything hereinbefore contained to the contrary notwithstanding.



Provision for securing goods, etc., distrained on

8. Any person lawfully taking any distress for any kind of rent may impound or otherwise secure the distress so made of what nature or kin soever it may be, in such place, or in such part of the premises, chargeable with the rent, as is convenient for the impounding and securing such distress; and to appraise, sell and dispose of the same upon the premises, in like manner as any person taking a distress for rent may now do off the premises; and it shall be lawful for any person to come and go to and from such place or part of the said premise where any distress for rent is so impounded and secured, in order to view, appraise and buy, and also in order to carry off or remove the same on account of the purchaser thereof; and if any pound breach or rescue is made of any goods, chattels or stock distrained for rent, and impounded or otherwise, secured by virtue of this Law, the person guilty, or aiding or assisting therein, shall be liable in the Grand Court to be indicted and punished as for a misdemeanour, and to make restitution in damages in a civil action.

How landlord to recover rent where demise is not by deed

9. The landlord, where the agreement is not by deed, may recover a reasonable satisfaction for the lands, tenements or hereditaments held or occupied by the defendant, in an action on the case for the use and occupation of what was so held or enjoyed; and if, in evidence on the trial of such action, any parol demise, or any agreement (not being by deed) whereon a certain rent was reserved appears, the plaintiff in such action may make use thereof as an evidence of the quantum of the damages to be recovered.

Tenant for life dying before day on which rent payable

10. Where any tenant for life dies before or on the day on which any rent was reserved or made payable upon any demise or lease of any lands, tenements or hereditaments which determined on the death of such tenant for life, the executors or administrators of such tenant for life shall and may in any action on the case, recover of and from such under-tenant of such lands, tenements or hereditaments, if such tenant for life dies on the day on which the same was made payable, the whole, or, if before such day, then a proportion of such rent, according to the time such tenant for life lived of the last year, or quarter of a year, or other time in which the said rent was growing due as aforesaid, making all just allowances, or a proportionate part respectively.

Remedy when tenant leaves demised premises with rent in arrears

11. If any tenant holding any lands, tenements or hereditaments at a rack rent, or where the rent reserved is seventy five per cent of the yearly value of the demised premises, who is in arrears for one-half year's rent deserts the demised premises and leaves the same uncultivated or unoccupied, so that no sufficient distress can be had to countervail the arrears of rent, for two or more Justices (having no interest in the demised premises) at the request of the lessor or landlord, or his bailiff or receiver, may go upon and view the same; and affix or cause to be affixed on the most prominent part of the premises, a notice in writing, stating what day (being not less than fourteen days) they will return to take a second view thereof; and if upon such second view, the tenant, or some person on his behalf, does not appear and pay the rent in arrears, or there is not sufficient distress upon the premises, then the said Justices may put the landlord or lessor into the possession of the said demised premises; and the lease thereof to such tenant as to any demise therein contained only shall from thenceforth become void.

Tenant giving notice to quit and not quitting, to pay double rent

12. When any tenant gives notice of his intention to quit the premises held by him, at a time mentioned in such notice, and does not deliver up the possession thereof at the time contained in such notice, then the said tenant, his executors or administrators, shall, from thenceforward pay to the landlord or lessor, double the rent or sum which he should otherwise have paid, to be levied, sued for and recovered at the same time and in the same manner as the single rent or sum, before the giving such notice, could be levied, sued for or recovered, and such double rent or sum shall continue to be paid during all the time such tenant so continues in possession.

Provision where any irregularity or illegality by party distraining

13. Where any distress is made for any kind of rent justly due, and any irregularity or unlawful act is afterwards done by the party distraining, or by his agent, the distress itself shall not be deemed to be unlawful, nor the party making it be deemed a trespasser *ab initio*, but the party aggrieved by such unlawful act or irregularity may recover full satisfaction for the special damage he has sustained thereby, in any action of trespass or on the case, at the election of the plaintiff:

Provided that, where the plaintiff recovers in such action, he shall be paid his full costs, and have all the like remedies for the same as in other cases of costs:

Provided that no tenant or lessee shall recover in any action for any such unlawful act or irregularity, if tender of amends has been made by the party distraining or his agent before such action brought.



Action under Law

- 14.** In all actions brought against any person entitled to rents, his bailiff or receiver, or other person, relating to any entry by virtue of this Law or otherwise upon the premises chargeable with such rents, or to any distress or seizure, sale or disposal of any goods or chattels thereupon, it is lawful to and for the defendant in such actions to plead the general issue; and give the special matter in evidence, any law or usage to the contrary notwithstanding; and in case the plaintiff in such action discontinues his action or has judgment against him, the defendant shall recover double costs.

Tenant holding over after expiration of term

- 15.** In case any tenant for any term of life, lives or years or other person who is or comes into possession of any lands, tenements or hereditaments, by, from, under or by collusion with such tenant wilfully holds over any lands, tenements or hereditaments after the determination of such term or terms, and after demand made and notice in writing given for delivering the possession thereof by his landlord or lessor, or the person to whom the remainder or reversion of such lands, tenements or hereditaments belongs, or his agent thereunto lawfully authorised, then such person so holding over shall, for and during the time he so holds over or keeps the person entitled out of possession of the said lands, tenements or hereditaments, pay to the person so kept out of possession, his executors, administrators or assigns, double the yearly value of the lands, tenements or hereditaments so detained, for so long as the same are detained, to be recovered according to amount in any court of record in the Islands by action of debt.

PART III - Costs of Distress for Payment of Rents; Delivery of List of Distrained; Costs and Charges**Costs of distress for rent up to forty dollars**

- 16.** No person making any distress for rent, where the sum demanded and due does not exceed forty dollars in respect of such rent, nor any person employed in making such distress or doing any act in the course of such distress or for carrying the same into effect, shall have, take or receive out of the produce of the goods or chattels distrained upon and sold, or from the tenant distrained on, or from the landlord, or from any other person whatsoever any other or more costs and charges for and in respect of such distress, or any matter or thing done therein, than such as are set forth in the First Schedule and appropriated to each act which has been done in the course of such distress; and no person shall make any charge for any act, matter or thing mentioned in the said schedule, unless such act has been done.



How parties aggrieved by higher charges are to proceed to obtain redress

17. If any person, levies, takes or receives from any other person, or retains or takes from the produce of any goods sold for the payment of such rent, any other or greater costs and charges than are set down in the First Schedule; or makes any charge for any act, matter or thing mentioned in the First Schedule, and not done, the party aggrieved by such practices may apply to a Justice for the redress of his grievance so occasioned; whereupon such Justice shall summon the person complained of to appear before him at a reasonable time fixed in such summons and shall examine such complaint by all legal ways and means; and also hear in like manner the defence of the person or persons complained of; and if it appears to such Justice that the person complained of has levied, taken, received or had other and greater costs and charges than are fixed in the said Schedule or made any charge for any matter or thing mentioned in the said Schedule, such act, matter or thing not having been done; such Justice shall order and adjudge treble the amount of the moneys so unlawfully taken to be paid by the person so having acted to the party who thus has preferred his complaint thereof, together with full costs; and in case of non-payment of any moneys or costs so ordered to be paid, such Justice shall forthwith issue his warrant to levy the same by distress and sale of the goods and chattels of the party ordered to pay such moneys or costs; rendering the overplus, if any, to the owner, after the payment of the charges of such distress and sale: and in case no sufficient distress can be had, such Justice shall, by warrant under his hand, commit the party to prison there to remain until such order or judgment be satisfied.

Justice may summon witnesses

18. A Justice may, at the request of the party complaining or complained against, summons all persons as witnesses and administer an oath to them touching the matter of such complaint or defence against it, and if any person so summoned, without any reasonable or lawful excuse, fails to obey such summons or refuses to be examined upon oath or solemn affirmation, then every such person shall forfeit and pay a sum not exceeding four dollars to be ordered, levied and paid in such manner and by such means and with power of commitment as is hereinbefore directed as to such order and judgment to be given between the party or parties in the original complaint, excepting so far as regards the form of the order, and hereinafter provided for.

Penalty for unfounded complaint

19. Such Justice, if he finds that the complaint of the party aggrieved is not well founded, may order and adjudge costs not exceeding forty dollars, to be paid to the party complained against; which order shall be carried into effect and levied and paid in such manner, and with like power of commitment, as is hereinbefore directed as to the order and judgment founded on such original complaint:



Provided that nothing herein contained shall empower such Justice to make any order or judgment against the landlord for whose benefit any such distress has been made, unless such landlord has personally levied such distress:

Provided that no person who is aggrieved by any distress for rent, or by any proceedings had in the course thereof, or by any costs and charges levied upon him in respect of the same, shall be barred from any legal or other suit or remedy which he might have had before the year eighteen hundred and thirty eight excepting so far as any complaint to be preferred by virtue of this Law has been determined by the order and judgment of the Justice before whom it has been heard and determined; and which order and judgment shall and may be given in evidence under the plea of the general issue in all cases where the matter of such complaint shall be made the subject of any action.

Order and judgment to be in Forms in Second Schedule

- 20.** Orders and judgments on such complaints shall be made in Forms A and B in the Second Schedule, and may be proved before any court by proof of the signature of the Justice to such order and judgment; and such orders as regards persons who may have been summoned as witnesses shall be made in such form as to such Justice seems more fit and convenient.

Owner of goods distrained on to be furnished with list of goods taken, etc.

- 21.** Whoever makes and levies any distress, immediately after such distress so made, shall give to the person upon whose goods and chattels such distress is or shall hereafter be made a list in writing of all the goods and chattels distrained upon, with the name of the person on whose behalf such distress is so made; in which list shall be stated the day of the month and year in which such distress was so made, with the day on which the said distress (if not otherwise satisfied) is to be sold; and if any person cannot conveniently be served with such list at or immediately after the time of such distress, the said list shall be posted the same day upon the principal door of the premises on which the said distress has been made; and the person making the distress shall give a copy of his charges and of all the costs and charges of any distress, signed by him, to the person on whose goods and chattels any distress is levied, although the amount of the rent demanded exceeds the sum of forty dollars.

PART IV - Distraint by Executors

Executor of lessor may distrain for arrears of rent due in his lifetime

- 22.** The executors or administrators of any lessor or landlord may distrain upon the lands demised for any term, or at will, for the arrears of rent due to such lessor or landlord, in his lifetime, in like manner as such lessor or landlord might have done in his lifetime.



Arrears of rent may be distrained for six months after determination of lease

- 23.** Such arrears may be distrained for after the end or determination of such term or lease at will, in the same manner as if such term or lease had not been ended or determined:

Provided that such distress is made within the space of six months after the determination of such term or lease and during the continuance of the possession of the tenant from whom such arrears became due:

Provided also that all powers in this Law or any statute made relating to distresses for rent are applicable to the distresses so made.



FIRST SCHEDULE

(Section 16)

Limitation of Costs and Charges on Distresses

Levying Distresses 30 cents

Man in possession, per day-

(a) where the chattels levied on do not include cattle or
horse-kind of whatever value, or merchandise above the value 10 cents
of twenty dollars

(b) in all other cases 5 cents

Appraisalment, whether by one valuer or more, two and a half per cent of value of the
goods.

Stamp on the lawful amount thereof.

Expenses of Advertisement, if any.

Catalogues, sale and commission, and delivery of goods, five per cent of the net produce
of the sale.

SECOND SCHEDULE**FORMS**

(Section 20)

Form A**Order and Judgment of the Justice before whom complaint is preferred, where the Order and Judgment is for the Complainant**

In the matter of the complaint of A.B. against C.D. for a breach of the provisions of the *Landlord and Tenants Law* (1998 Revision).

I, E.F., a Justice of the Peace for the Islands do order and adjudge that the said C.D. shall pay to A.B. the sum of, as a compensation and satisfaction for unlawful charges and costs levied and taken from the said A.B. under a distress for rent, and the further sum of..... for costs on this complaint.

(Signed)

E.F.

Form B**Order and Judgment of the Justice where he dismisses the complaint as unfounded, and with or without costs, as the case may be.**

In the matter of the complaint of A.B. against C.D. for the breach of the provisions of the *Landlord and Tenants Law* (1998 Revision).

I, E.F., a Justice of the Peace for the Islands do order and adjudge that the complaint of the said A.B. is unfounded; (*if costs are given*) and I do further order and adjudge that the said A.B. shall pay unto the said C.D. the sum offor costs.

(Signed)

E.F.

Publication in revised form authorised by the Governor in Council this 16th day of June, 1998.

Clerk of Executive Council

