



**Wanjiku & 8 others v Mangi & another (Tribunal Case 250 of 2020)
[2023] KEBPRT 1241 (KLR) (21 December 2023) (Ruling)**

Neutral citation: [2023] KEBPRT 1241 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE 250 OF 2020
N WAHOME, MEMBER
DECEMBER 21, 2023**

BETWEEN

**LYDIA WANJIKU 1ST TENANT
MBURU NJUE 2ND TENANT
ALEX KINYUA 3RD TENANT
HELLEN MUTHONI 4TH TENANT
EUNICE KIVUVA 5TH TENANT
JANE WANGECHI 6TH TENANT
EVALYNE MUKASI 7TH TENANT
REGINA MUTHONI 8TH TENANT
RAPHAEL KAIMENYI 9TH TENANT**

AND

**STEVEN MANGI 1ST RESPONDENT
DAVID KARIMI BEDFORD 2ND RESPONDENT**

RULING

1. This is a matter with a very deep and checkered history. There have been at least five (5) suits in this tribunal concerning and about the same parties or some of them with the central subject being Title L.R. No. Kilifi/5054/11 located within Kilifi County.
2. The five (5) suits filed with this Tribunal are:
 - i. Mombasa BPRT Case No. 249 of 2020



- ii. Mombasa BPRT Case No. 250 of 2020
 - iii. Mombasa BPRT Case No. 251 of 2020
 - iv. Mombasa BPRT Case No. 90 of 2021; and
 - v. Mombasa BPRT Case No. 192 of 2023
3. There have also been filed at the High Court Mombasa, the following suits;
- i. Mombasa Environment & Land Court Case No. 86 of 2022; and
 - ii. Mombasa Environment & Land Court Appeal Case No. 20 of 2023
4. Over and above the suits aforesaid, there have been tens of applications from the main prayers in these suits which can be categorized into three namely;
- a. Stephen Kahinidi Mangi – The Registered Owner of Title No. Kilifi/5054/11 who has been represented in all these proceedings by wife and Attorney namely; Christine Makungu Mukangi
 - b. David Kirimi Bedford – the head Tenant on Title No. Kilifi/5054/11 and the Tenant thereof Stephen Kahindi Mkangi
 - c. The 3rd category are the ten (10) Tenants of the 2nd party David Kirimi Bedford who have sub-let parts of Kilifi/5054/11 from him.
5. I have painstakingly gone through the five (5) files relating to the matters before this tribunal, the references filed in relation to the files, the applications and notices of preliminary objection as well as the replying affidavits, supplementary affidavits and documents thereof.
6. It recognized that the High court sitting at Mombasa in ELC Case No. 86 of 2022 did deliver a ruling on the 5.12.2023 and directed the parties thereof and who are also the parties herein to revert to this tribunal for the administration of the justice of their respective cases.
7. I appreciate that Mombasa BPRT Case No. 90 of 2021 – David Kirimi vs Steven Mangi was withdrawn by a notice dated 1.12.2021. the same was adapted as an order of the court on the 20.5.2022 by the chairperson Hon. Cyprian Mugambi and the matter marked as closed. The suit had challenged the landlady's termination notice to the 2nd Respondent herein and who was the Applicant in the said matter and to the Applicants herein who were his sub-tenants.
8. Suit Nos. Mombasa BPRT Case 249, 250 and 251 were lodged by the Tenants/Applicants herein. The grievances were against the 1st Respondent for issuing them with a termination notice under Section 4(2) of [Cap 301](#) and against the 2nd Respondent for issuing them with a notice to alter the terms and/or conditions of their tenancy by proposing a rental increment.
9. The 1st Respondent's suit namely; Mombasa BPRT Case No. 192 of 2023, was lodged against the 2nd Respondent with a view to enforcing the termination notices dated 21.9.2020 and 22.9.2020. According to the 1st Respondent, the said notice was never challenged by the 2nd Respondent and it therefore took effect on the 1st day of January 2021.
10. During the proceedings, it seems that Mombasa BPRT Case No. 249 of 2020 fell on the wayside and/or was abandoned. Thereafter, with the concurrence of the parties, BPRT No. 250 and 251 of 2020 were consolidated and the former became the lead file.



11. When this file was allocated to me and was placed before me for further directions on the 30.10.2023, I gave directions to the effect that;-
 - a. Mombasa BPRT No. 192 of 2023 would be consolidated with BPRT No. 250 of 2020 and be heard together.
 - b. The parties were granted leave to file any further affidavits and documents and identify their proposed issues for determination.
 - c. The Applicants/Tenants were to strictly comply with the orders dated 22.3.2021 which required them to deposit their respective rents to the Tribunal and
 - d. The parties were to be granted time to highlight on the key issues.
12. When the matter came up for hearing on the 28.11.2023, the counsel for the Tenants/Applicants though duly served and an affidavit of service filed, did not appear in court and neither did the Tenants. The Counsel is Mr. George Egunza. The 1st and 2nd Respondents appeared and made their respective submissions on their issues of concern.
13. From my perusal and wholesome consideration to all the materials placed before me in all the suits herein, I am of the considered opinion that the issues that beg for determination are the following;-
 - a. Whether the landlord's notice of termination of lease against the 2nd Respondent and dated 21st or 22nd September, 2020 is lawful.
 - b. Whether the lease agreement dated 2nd and 18th December 2020, between the 1st and 2nd Respondents is legit or lawful.
 - c. What is the effect of the 2nd Respondent's notices to alter the terms of the Tenancy with the Applicants all dated 18.11.2019.
 - d. Whether the termination notice served upon the Applicants by the 1st Respondent and dated 1.3.2021 are lawful.
 - e. Who is entitled to the rents accruing from the demised premises between the 1st of January 2021 and the date of this judgment.
 - f. Who should bear the costs of this suit.
14. Having perused the consolidated suit, I am of the view that determination of the identified issues, will resolve all the issues in all the applications and the references hereof and bring to an end the circutors proceedings herein.

Issue A: Whether the landlord's notice of termination against the 2nd Respondent and dated 21st and 22nd September, 2020 is legit and lawful

15. From the evidence on record as offered by both the 1st and 2nd Respondents, there is no dispute that the notices dated 21.09.2020 and 22.9.2020, were issued and served to the 2nd Respondent by the 1st Respondent on the 1.10.2020. the same was to take effect on the 31st December, 2020 when the 2nd Respondent was expected to evacuate from the demised premises on the 31.12.2020.
16. The case for the 2nd Respondent is that after getting the notice to terminate the tenancy, he engaged the 1st Respondent with a view to having him reconsider the same. The 1st Respondent was responsive and initially sent him an addendum lease agreement dated 2.10.2023 reviewing their lease to the 1st



- January 2023. There were also fresh terms and conditions of the lease. Outstanding of the same is the rent payable under the new lease.
17. The 2nd Respondent presented evidence to the effect that that the lease dated 2.12.2020 which had been sent to him by the 1st Respondent through the whatsapp platform had not been satisfactorily
 18. That it was pursuant to his request that the lease agreement dated 18.12.2020 was fully executed. The Tenant therefore sought for orders to confirm the existence of the landlord/Tenant relationship as the termination notice dated 21.9.2020 and 22.9.2020 had been fully compromised.
 19. On his part, the 1st Respondent vowed that the lease agreement they entered into was that dated 2.12.2020. that the same was a decoy only meant to help the 2nd Respondent to secure a loan facility with Equity Bank. The proceeds of the loan would be used to help the 2nd Respondent demolish all the structures erected on the leased premises being Kilifi/5054/11 as he delivered vacant possession to the 1st Respondent.
 20. He claimed that the lease dated 18.12.2020 was a forgery and indeed a police case. That the Advocate who purportedly witnessed the extension of the lease was on the run. The 2nd Respondent therefore sought that the said leased both dated 2.12.2020 and 18.12.2020 find no recognition of the court as the same were either forgeries or entered into for other reasons and/or objectives but not to extend the lease agreement between the 1st and the 2nd Respondent.
 21. Section 97 of the Evidence Act provides that;-

“when the terms of a contract of a grant or of any other disposition of property, have been reduced to the form of a document, and in all cases in which any matter is required by law to be reduced to the form of a document, no evidence shall be given in proof of the terms of such contract, grant or other disposition of property, or of such matter, except the document itself or in which secondary evidence of its contents in cases in which secondary evidence is admissible under the provisions of this Act.
 22. Section 97 (4) provides that:-

“where there are more originals than one, one original only need be proved.”
 23. Section 98 of the Evidence Act provides that:-

“When the terms of any contract or grant or any disposition of property, or any matter required by law to be reduced to the form of a document, have been proved according to Section 97 of this Act, no evidence of any oral agreement or statement shall be admitted as between the parties to any such instrument or their representatives infor the purpose of contradicting, varying, adding to or subtracting from its terms.”
 24. In support of the foregoing facts and the provisions of the law quoted, the best I can do is to restate the position of the law as it was enunciated in the case of the speaker of; Kisii County Assembly vs James Omamba Nyaoga [2015] eKLR where the court held that;-

“The 1st Appellant’s attempt to vary the terms of the letters of appointment in our view, offends the provisions of Section 97 and 98 of the Evidence Act, Chapter 80 Laws of Kenya, which attempt we must reject. This is not the first time we are doing so. In the case of; *John Onyancha Zurwe vs Oreti Atinda alias Olethi Atinda* (Kisumu Civil Appeal No. 217



of 2003 (UR), we cited with approval, *Halsbury's Laws of England 4th Edition* vol. 12 on interpretation of deeds and non Testamentary instruments paragraph 1478 as follows:-

“where the intention of the parties has been reduced to writing it is in general not permissible to adduce extrinsic evidence whether oral or contained in writing such as instructions, drafts, articles, conditions of sale or preliminary agreements either to show that intention or to contradict, vary, or add to the terms of the document. Extrinsic evidence cannot be received in order to prove the object with which a document was executed or that the intention of the parties was other than that appearing on the face of the document.”

25. To cement this position, the court in the case of; *Twiga Chemicals Industries Ltd vs Allan Stevens Reynolds* [2015] eKLR, the court held that:-

“It is familiar Rule of law that no parole evidence is admissible to contradict, vary or alter the terms of the deed or any written instrument. The Rule applies as well as to deeds as to contracts in writing. Although the Rule is expressed to relate to parole evidence, it does in fact apply to all forms of extrinsic evidence.”

26. From the evidence on record, and in particular the 1st Respondent's own further affidavit sworn on the 18.5.2021, he at paragraph 9 thereof states on oath that:-

“I indeed drew a lease agreement dated 2.12.2020 which was signed between my wife and him to enable him acquire a loan but the lease was not to allow him to continue being a tenant in “our premises.”

27. At paragraph 10 of the same affidavit, the 1st Respondent continued to state that:-

“He refused to accept the lease as signed by his wife as she was not the owner of the property and he requested that I counter sign next to my wife's signature which I did as it appears in the lease.”

28. The 1st Respondent by a replying affidavit sworn on the 22.4.2021 reiterated the following at paragraph 19 thereof;

“That even after giving the 2nd Respondent the aforesaid notice, he later on by forgery and false representation approached me with the allegations that Equity Bank were willing to lent him money which he would use to demolish the structure since I had already given him notice to vacate only if his new lease agreement has a 3 year period, this would allow him get money to demolish the permanent structures he had constructed on my premises. I gave him and/or signed the lease as a formality to enable him obtain the loan from the bank but not that I extended the lease as I had already given him notice to vacate.”

29. Document No. 12 in the 2nd Respondents' documents is an agreement dated 8.2.2021. It is between the 1st Respondent and the 2nd Respondent. It is signed by both parties. The first statement in the agreement which relates to L.R. No. Kilifi/5054/11 states that:-

“I David Kirimi Bedford of ID No. 22941250 I have agreed and accepted to make available 2 shops for use by the landlord as from 1st March 2021.”



30. I further recognize the documents produced as 2nd Respondent's exhibit No. 3 and in particular the document at page 15 thereof which clearly show the 1st Respondent receiving rents for the demised premises upto and including March 2021. I have not seen any satisfactory rebuttal to those assertions, complete with documentary evidence from the 1st Respondent.
31. Section 107(1) of the Evidence Act on the Burden of proof provides that:-
- “whoever desires any court to give judgment as to any legal right or liability dependent on the existence of facts which he asserts must prove that those facts exist.”
- Subrule (2) provides that:-
- “where a person is bound to prove the existence of any fact it is said that the burden of proof lies on that person.”
32. Section 108 of the Act provides that:-
- “The burden of proof in a suit or proceedings lies on that person who would fail if no evidence at all were given on either side.”
33. In the case of; Daniel Toroitich Arap Moi vs Mwangi Stephen Muriithi & Another [2014] eKLR, the court held that:-
- “It is firmly settled procedure that even where a defendant has not denied the claim by filing a defence or an affidavit or even where the defendant did not appear, formal proof proceedings are conducted. The claimant lays on the table evidence of facts contended against the defendant. And the trial court has a duty to examine that evidence to satisfy itself that indeed the claim has been proved. If the evidence falls short of the required standard of proof, the claim is and must be dismissed. The standard of proof in a civil case, is on a balance of probabilities, does not change even in the absence of rebuttal by the other side.”
34. In the case of; William Kabogo Gitau vs George Thuo & 2 Others [2010] 1 KLR 526, Justice Luka Kimaru held that:-
- “In ordinary civil cases, a case may be determined in favour of a party who persuaded the court that the allegations he has pleaded in his case are more likely than not to be what took place. In percentage terms a party who is able to establish his case to a percentage of 51% as opposed to 49% of the opposing party is said to have established his case on a balance of probabilities. He has established that it is probable than not that the allegations that he made occurred.”
35. And lastly, Lord Nicholls of Buken head in *Rec and Others (minors)* [1996] AC 563 to 586 held that:-
- “The balance of probability standard means that a court is satisfied an even occurred if the court considers that, on the evidence, the occurrence of the event was more likely than not, when assessing the probabilities the court will have in mind as a factor, to whatever extent is appropriated in the particular case, that the more serious the allegation, the less likely it is that the even occurred and, hence, the stranger should be the evidence before the court concludes that the allegation is established on the balance of probability.”



36. The 2nd Respondent has availed the Addendum lease agreement dated 18.12.2020 as evidence of the compromise on the notice of termination of tenancy dated 21.9.2021. On his part, the 1st Respondent availed the addendum lease agreement dated 2.12.2020 which he asserts that it had other import other than what is contained therein. Plainly, both leases which are admitted by both parties extended the lease on L.R. No. Kilifi/5054/11 between the Respondents for 3 years. The only disagreement in the leases is on the date of expiry of the lease. The lease dated 2.12.2020 explains the expiry thereof as 31.1.2024 whereas that dated 18.12.2020 fixes the date of expiry as 31.12.2023.
37. However, Section 97(4) as earlier quoted, states that; “where there are more originals thanoriginal only need to be proved. I find that both the addendums to lease agreement dated 2.12.2020 and 18.12.2020 have been proved and more so on the fact that both parties intended to extend their relationship for a further period of 3 years.
38. I further find support for this determination from the Respondents agreement dated 8.2.2021 which is exhibit No. 12 for the 2nd Respondent and the evidence of payment of rent of up to March 2021 (Exhibit No. 3) for the 2nd Respondent.
39. The 1st Respondent cannot therefore be heard to escape from the contents of a document that he voluntarily executed and which is crafted in clear and plain language.
40. Indeed no material evidence has been presented to this court to demonstrate fraud that is attributable intrinsically from the very composition of the two documents. What I have seen is a report to the police and an occurrence book number and no more. The question that then lingers and begs for answer is what became of the complaint to the police?
41. An Advocate by the names of I.O. Nyang’au has also come under very heavy administration for purportedly overseeing the execution of a fraudulent document. I have not seen any material placed before me supporting pursuit of justice against him by the 1st Respondent even with the body that regulates the functioning of Advocates which is the Law Society of Kenya.
42. Principally, the 1st Respondent has not in any way contested their signatures on either of the addendum to lease agreement or the contents thereof as relates to the extension of the lease between him and the 1st Respondent. The only faint protest is that the addendum to the lease agreement was meant to help the 2nd Respondent secure a loan with Equity Bank and not what it says.
43. This court has been called upon to review and/or reconsider the ruling by my sister Hon. Patricia May which was delivered on the 29.7.2021. the court in that ruling found that;-
- “ According to my perusal of the lease, I find the lease between the Respondents to be valid and enforceable. The 1st Respondent has stated that the lease was only for purposes of the 2nd Respondent to borrow a loan so as to complete the rent arrears that he owed to the 1st Respondent but does not proof of the same. The lease satisfies all the requirements of a lease agreement. It has been signed by all parties and has even been executed. In my findings then the lease agreement is binding to all the parties.”
44. I do appreciate the provisions of Section 12(1)(i) of the Act which provides that; among the powers vested to this tribunal are those;-

“ To vary or rescind any order made by the Tribunal under the provisions of this Act.”



43. From the analysis and findings herein above, I decline the invitation to revisit the ruling of my sister Hon. Patricia May which was delivered on the 29.7.2021 and in which I register total concurrence. There is no materials whatsoever placed before me to oust the said ruling.
44. In my conclusion on the issue of the Addendum to the lease agreement dated 2.12.2020 and 18.12.2020, I reiterate that the execution thereof and the import in both documents irresistibly point to a lucid intention to extend the lease between the parties. This court cannot divert from the voluntary intention and objectives of the parties as crystalized into a document. The mere duty of the court is to interpret such intentions and offer enforcement of the same. Simply put, a court cannot rewrite a contract between and/or for the parties. In the case of National Bank of Kenya Ltd vs Pipe Plastic Samkolit (K) Ltd [2002] 2 EA 503, [2011] eKLR, the court of Appeal held that;-
- “ A court of law cannot rewrite a contract between the parties. The parties are bound by the terms of their contract, unless coercion, fraud or undue influence are pleaded and proved.”
45. Further in the case of; Pius Kimaiyo Langat vs Cooperative Bank of Kenya Ltd [2017] eKLR the court of Appeal held that;-
- “We are alive to the hallowed legal maxim that it is not the business of courts to rewrite contracts between parties, they are bound by the terms of their contracts, unless coercion, fraud or undue influence are pleaded and proved.”
46. The upshot of all these is that, there exists a valid addendum to lease agreement between the 1st and the 2nd Respondents which is to determine on the 31.12.2023 unless other interventions prevail.

Issue B: Whether the lease agreement dated 2nd and 18th December 2020 between the 1st and 2nd Respondents is legit

47. On this issue, I have already made a determination that the same is legitimate, valid, lawful and therefore enforceable. Only to say that the Addendum to the lease agreement dated 2.12.2020 is also valid as it also meets the pre-requisites of a valid agreement. The Addendum to the lease agreement dated 18.12.2020 only takes precedence for the sole reason that it is later in time. It would be safe to presume that it superseded the Addendum to the lease agreement dated 2.12.2020.
48. Of critical importance is that, both lease agreement are duly extended by all the concerned parties and have a clear, plain and unequivocal intention to enter into a lease agreement for 3 years commencing the 1st January 2021.
49. The only discrepancy in the two addendums to lease agreement is that in the one dated 2.12.2020, the tenancy was to terminate on the 31.12.2023, whereas in that dated 18.12.2020, the lease was to lapse on the 31.1.2024. I note that in both documents, the extended lease was for 3 years. Therefore, the effective termination date would be 31.12.2023.

Issue C: What is the effect of the 2nd Respondent's notices to alter the terms of the tenancy with the Applicants all dated 18.11.2019

50. The 2nd Respondent in his filings in court and through his Advocates has indicated that he had abandoned the quest to alter the terms and/or conditions of the Applicants tenancy with him by increasing the rent payable to him.



51. Seems that the 2nd Respondent made a tactical retreat to allow him execute one legal battle at a time. The issue then does not call for my disposition and allow the same to rest eternally as decided by its proprietor.

Issue D: Whether the termination notice served upon the Applicants by the 1st Respondent and dated 1.3.2021 are lawful

52. Section 5 of [Cap 301](#) on the effect of sub-tenancies provides that:-

“Where a landlord is himself a tenant the termination of the landlord’s tenancy shall not itself terminate a controlled sub tenancy but for the purposes of this Act the person entitled to the interest in reversion expectant not he termination of the landlord’s tenancy shall be deemed to be the landlord of the controlled sub-tenancy upon the terms and conditions thereof and sublent to the provisions of this Act.”

53. Subsection (2) thereof provides that:-

“where a landlord gives a tenancy notice to his tenant, he may at the same time give a similar notice to any person to whom the tenant has sublet the whole or any part of the premises concerned and thereupon the provisions of this Act shall apply to the sub-tenant, and his sub tenancy, as if he were the tenant of such landlord.”

54. Finally, sub Section (3) thereof provides that:-

“where a landlord, in accordance with the provisions of subsection (2) of this Section serves notices on both the tenant and the sub-tenant, the Tribunal may consolidate any references made to it by the tenant and the sub-tenancy, and may hear them simultaneously and may make such orders concerning the tenant and the subtenant as may be necessary.”

55. From the foregoing, it is clear from the plain reading of the law that the termination notice issued to the 2nd Respondent by the 1st Respondent and dated the 21.9.2020 or 22.9.2020 had no effect nor consequence on the Applicant’s sub tenancies thereof.
56. It further follows that the 1st Respondent was required to issue such termination notices concurrently to the 2nd Respondent and the Applicants for the same to have any effect.
57. In the alternative, the 1st Respondent on effecting the termination of the lease against the 2nd Respondent, landlord/tenant relationship with the sub tenants and [Cap 301](#) would come into application and govern their relationship.
58. However, the 1st Respondent having compromised the termination notice against the 2nd Respondent, he could not again move to purport to terminate the Applicant’s sub-tenancies with the 2nd Respondent who remained his tenant. There is no foundation in law for such an activity.
59. It is therefore my finding that the 1st Respondent’s notices to terminate against the Applicants and dated 1.3.2021 are not tenable nor affect as they cannot find recognition under Section 5 of the Act as aforesaid.
60. If I was to find that the 1st Respondent was qualified to issue the aforesaid notices to the Applicants, I would still have founded that the same were incompetent and unlawful for non compliance with Section 4(2) of the Act and Regulation 4(1) of the Regulations thereof which are mandatory provisions.



61. To fortify this position, I would wish to refer to the locus classicus case of *Fredrick Mutua Mulinge t/ a Kitui Uniform vs Kitui Teachers Housing Sacco Ltd* ELC Appeal No. 197 of 2015 at Nairobi. The case gives the pre-requisites of a lawful notice as to include but not limited to;
- i. That the notice must be in the prescribed form pursuant to Section 4(2) of the Act and Regulation 4(1) of the Regulation thereof.
 - ii. The notice must not take effect before the expiry of 60 days unless otherwise agreed between the parties under Section 4(4) of the Act.
 - iii. Establish grounds informing the termination under Section 7 of the Act.
62. I do determine that the 1st Respondent's purported notices to the Applicants were in breach of the law and therefore unlawful, null and void.

Issue E: Who is entitled to the Rents accruing from the demised premises between the 1st of January 2021 and the date of this judgment.

63. Having made the findings on the other issues which is to the effect that the 2nd Respondent is a lawful tenant of the 1st Respondent, it follows that the rents accruing from the demised premises being L.R. No. Kilifi/5054/11 abode in the 2nd Respondent subtenant to meeting his rental obligations to the 1st Respondent.
64. I have perused the schedules prescribed by the Counsel to the 2nd Respondent on rental payments by all the Applicants, their respective arrears and all their attendant obligors as tenants to the 2nd Respondent. It is apparent that the same remains uncontroverted and I conclude that, that must be the true status on rebuttal obligations in relation to their tenancy with the 2nd Respondent. The Applicants will therefore be expected to meet those obligations as the 2nd Respondent does the same vis-à-vis the 1st Respondent.

Issue F: Who should bear the costs of this case

65. Looking at this suit in its totality, I am of the considered opinion that this is one case that I should depart from the conventional wisdom of Section 27 of the *Civil Procedure Act* and direct that each party bears own costs.
66. In the final analysis and disposition, the orders that commend themselves to me are the following:-
- i. That the notice of termination dated both the 21st and 22nd September 2020 by the 1st Respondent to the 2nd Respondent is declare of no legal effect having been fully compromised by the Addendum to lease agreement dated 2.12.2020 and 28.12.2020.
 - ii. That the 2nd Respondent is a lawful tenant of the 1st Respondent and the relation will terminate effective the 31.12.2023 unless otherwise lawfully intervened.
 - iii. That the notices of termination by the 2nd Respondent to the Applicants are marked as settled and therefore of no effect nor consequence.
 - iv. The 1st Respondent's notices of termination dated 1.3.2021 against the Applicants are declared illegal, null and void and of no effect.
 - v. The 2nd Respondent is entitled to all the rental income accrued from Title L.R. No. Kilifi/5054/11 subject to meeting his obligations with the 1st Respondent under the aforesaid lease herein.



- vi. That all the rents deposited with the tribunal will forthwith be released to the 2nd Respondent and who shall forthwith be at liberty to levy distress against any of the Applicants in arrears of rent.
- vii. Each party shall bear own costs of the suit.
- viii. For avoidance of any doubt, all the applications and references in this consolidated suit being Mombasa BPRT Case No. 250 of 2020 are settled in the terms herein above.

Those are the orders of the court.

RULING DATED, SIGNED AND DELIVERED VIRTUALLY THIS 21ST DAY OF DECEMBER 2023.

HON. NDEGWA WAHOME, MBS - MEMBER

BUSINESS PREMISES RENT TRIBUNAL

Delivered in the presence of the 1st Respondent – Christine Makungu Mkangi and

The 2nd Respondent Bedford Kirimi

In the absence of the Applicants.

