



**Jillani v Kenya Police Service (Tribunal Case E235 of 2022)
[2023] KEBPRT 1239 (KLR) (23 March 2023) (Ruling)**

Neutral citation: [2023] KEBPRT 1239 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E235 OF 2022
CN MUGAMBI, CHAIR
MARCH 23, 2023**

BETWEEN

JANNET WAIRIMU JILLANI TENANT

AND

KENYA POLICE SERVICE LANDLORD

RULING

1. The tenant's application dated 11.3.2022 seeks orders restraining the Respondent from in any way interfering with the Applicant's tenancy in the business premises situated within Lang'ata police station. The tenant has also sought an order that the rent payable in respect of the suit premises be pegged at Kshs. 25,000/= per month.
2. The Respondent has in its submissions challenged the jurisdiction of the Tribunal to hear and determine this matter. I am therefore bound to deal with the issue of jurisdiction as it goes into the root of the dispute. As has been decided by a line of authorities, jurisdiction is everything and without it, the court makes no further step. Courts are enjoined to determine the issue of jurisdiction whether on their own motion or on application by parties at the earliest possible opportunity, for otherwise, the court would act in vain where it is found at the tail end of proceedings, that it acted without jurisdiction.
3. The canteen agreement dated 11.1.2022 indicates that the canteen in the premises has been made available by the service at Lang'ata police station. The word service in the lease agreement is in reference to the Kenya police service established under Section 4 of the National Police Service Act, Cap 84 of the Laws of Kenya.

Rent under the said lease is payable to the officer in charge, Lang'ata police station. The agreement has been executed by and on behalf of the Kenya Police Service as the landlord.
4. The issue for determination is now whether the tenancy between the parties herein is a controlled tenancy and therefore whether the Tribunal has jurisdiction to hear and determine this dispute.



5. Under Section 2(1) of [Cap 301](#), a controlled tenancy means a tenancy of a shop, hotel or catering establishment;

(a) -

(b) - (i) (ii) (iii)

Provided that no tenancy to which the Government, the Community or a local authority is a party, whether as landlord or as tenant shall be a controlled tenancy.

6. The landlord on this matter is the Government of Kenya through the National Police Service as is clear from the lease agreement and other correspondence annexed to the affidavit of the tenant. That being so, the jurisdiction of the Tribunal to deal with this matter is expressly ousted by the proviso to Section 2(1) of [Cap 301](#).

7. Consequently, the tribunal lacks the requisite jurisdiction to hear and determine this matter and the same is dismissed for want of jurisdiction. The tenant will bear the costs of the suit.

RULING DATED, SIGNED AND DELIVERED THIS 23RD DAY OF MARCH 2023

HON. CYPRIAN MUGAMBI

CHAIRPERSON

23.3.2023

