



**Angwenyi t/a Gente de Futuro Ke v Bujra (Tribunal Case E197 of 2024)  
[2024] KEBPRT 1646 (KLR) (7 November 2024) (Ruling)**

Neutral citation: [2024] KEBPRT 1646 (KLR)

**REPUBLIC OF KENYA  
IN THE BUSINESS PREMISES RENT TRIBUNAL  
TRIBUNAL CASE E197 OF 2024  
CN MUGAMBI, CHAIR  
NOVEMBER 7, 2024**

**BETWEEN**

**VAVA JOAN ANGWENYI T/A GENTE DE FUTURO KE ..... TENANT**

**AND**

**AHMED SAID BUJRA ..... LANDLORD**

**RULING**

1. By her Application dated 3.09.2024, the Tenant has sought an order that the Landlady be restrained from evicting her from the suit premises known as Gente De Futuro Ke on L.R. No. Lamu Block 1/1009 and/or in any other way interfering with the Tenant's quiet occupation and possession of the suit premises pending the hearing and final determination of the Reference. The Tenant has also sought police assistance and the costs of the Application.
2. The Tenant has filed an Affidavit in support of her Application wherein she has deponed that she has been a Tenant of the Respondent for the past two (2) years paying a monthly rent of Kshs. 10,000/=.
3. The Tenant who admits to be in rent arrears of Kshs. 580,000/= has further deponed that on 27.8.2024, the Landlord sent auctioneers to the suit premises to levy distress and who also demanded that the Tenant vacates the premises by 3.09.2024.
4. It is the Tenant's deposition that the Landlord has declined an amicable resolution of the dispute and is hell bent on evicting the Tenant.
5. The Tenant has further deponed that she intends to clear the outstanding rent arrears in three installments starting 17.10.2024.
6. The Landlord in his replying affidavit sworn on 13.9.2024 has deponed that the Applicant occupies the suit premises together with L.R. Lamu/Block 1/501 also belonging to the Landlord and the Tenant



has not paid rent for both premises in the sum of Kshs. 272,000/= and Kshs. 392,000/= respectively inclusive of Auctioneers fees.

7. The Landlord has further deponed that the Tenant has not in any manner approached him nor offered any rent payment plans and it is unfair that the Tenant continues to occupy the suit premises while not paying rent for the same.
8. The Landlord further depones that he is only interested in being paid his rent and not evicting the Tenant.
9. The only issue that arises for determination is whether the Tenant is entitled to the orders sought in his Application.
10. It is common ground that the Tenant is indeed in rent arrears which by her own admission is Kshs. 580,000/=. The Landlord on his part puts the figure at Kshs. 665,000/= inclusive of the Auctioneers charges. Since the Landlord has not stated what amounts to the rent and what amounts to the auctioneers charges, I will go by the Tenant's admitted rent arrears of Kshs. 580,000/=.
11. In these circumstances, the Landlord is entitled to levy distress for rent under the provisions of Section 3(1) of the [Distress for Rent Act](#) Cap 293 of the Laws of Kenya.
12. It is also trite law that a Tenant who is in huge rent arrears is not deserving of the equitable remedy of an injunction as it has been well stated that courts shall not be the refuge of Tenants who fail in their fundamental obligations to pay rent as and when it falls due.
13. I however note that the Tenant had implored the Tribunal to allow her to liquidate the rent arrears in three (3) installments from 17.10.2024. By the time of writing this Ruling, the date of 17.10.2024 is long past and if the Tenant is to be held to her word, then the first installment must have long been paid.
14. I have also considered the fact that the Landlord is not interested in evicting the Tenant from the suit premises and is only interested in being paid the rent arrears.
15. In the circumstances, and exercising my discretion under the provisions of Section 12(e) of Cap 301, I will make the following orders;-
  - a. That the Tenant will clear all outstanding rent arrears within the next sixty (60) days from the date of this Ruling, FAILING which the Landlord will be at liberty to levy distress for the recovery of the said rent using a licensed auctioneer.
  - b. That the Complaint by the Tenant dated 3.09.2024 is determined in terms of prayer (a) above.
  - c. That the Tenant will BEAR the costs of the Application and the Complaint.
  - d. This file is ordered closed on the above terms.

**HON. CYPRIAN MUGAMBI - CHAIRPERSON**

**BUSINESS PREMISES RENT TRIBUNAL**

**READ VIRTUALLY BY HON. GAKUHI CHEGE (MEMBER) FOR HON. CYPRIAN MUGAMBI (CHAIRPERSON) THIS 7<sup>TH</sup> DAY OF NOVEMBER, 2024.**

Delivered in the presence of Soita for the Landlord in the absence of the Tenant

