



**Citadel Company Limited v Munyira & 11 others (Tribunal Case
E582 of 2024) [2024] KEBPRT 1476 (KLR) (11 October 2024) (Ruling)**

Neutral citation: [2024] KEBPRT 1476 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E582 OF 2024
P MAY, MEMBER
OCTOBER 11, 2024**

BETWEEN

CITADEL COMPANY LIMITED LANDLORD

AND

**JOSEPH MUNYIRA 1ST TENANT
AMBROSE NDUNGI 2ND TENANT
WILSON MARUA 3RD TENANT
ELIZABETH NDUKU 4TH TENANT
GOOD MORNING BABY SHOP 5TH TENANT
TUSKER DENTAL 6TH TENANT
HOTEL CONCECREW 7TH TENANT
JANE NJERI 8TH TENANT
LUSENO EDWARD 9TH TENANT
ANTONY KEBU NDEGWA 10TH TENANT
TOM MICHILA 11TH TENANT
NANCY CHEPKORIR 12TH TENANT**

RULING

1. The application before me is the landlord's notice of motion dated 8th April, 2024 brought by way of certificate. The landlord sought for leave to levy distress against the tenants. The application was premised on the grounds that the tenants have been paying rent sporadically and had fallen into arrears.

The landlord stated that they had issued the tenants reminders to rectify the default but the same had not borne fruit. The landlord had therefore been forced to issue eviction notices but the same had not elicited any responses. The landlord claimed that the tenants had instead opted to leave their property on the premises while at the same time failing to pay rent.

2. The landlord provided a schedule indicating the rent arrears due and maintained that the tenants had failed to provide any meaningful payment plan thus forcing the landlord to commence the present proceedings.
3. The application was placed before the Tribunal on 22nd May, 2024 whereby the Tribunal directed that the tenants be served with the application and set a date for inter partes hearing. The 3rd and 8th tenants only entered appearance and participated in the proceedings. The 3rd tenant sought to have their name expunged from the proceedings as they claimed that their no longer existed a landlord- tenant relationship. The 8th tenant stated that they were no longer in occupation of the demised premises.
4. The parties opted to canvass the application by way of written submissions. I have considered the application and the submissions on record and wish to proceed as follows:
5. The 8th tenant in their response challenged the jurisdiction of the Tribunal on the grounds that the same was frivolous since there no longer existed a landlord and tenant relationship. In order to buttress their position, the tenant had attached the order issued by Tribunal on 27th October, 2023. I have perused the said order the same only granted for orders of break in to the demised premises. The 8th tenant was a party to the said proceedings in BPRT/E793/2023.
6. The tenant did not address themselves to the issue of them leaving their belongings at the demised premises while the said question formed the crux of the present dispute. In the circumstances it can be construed that they are not opposed to the levying of distress. The landlord sought for the order to levy distress so as to insulate themselves. The tribunal is therefore vested with the jurisdiction to make orders on the same.
7. In the circumstances, the landlord's reference and application is allowed to the extent that they are allowed to levy distress.
8. Each party shall bear their own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 11TH DAY OF OCTOBER, 2024

HON. PATRICIA MAY

MEMBER

BUSINESS PREMISES RENT TRIBUNAL

Delivered in the presence of Ms. Wanjala for the 8th Tenant/Respondent

In the absence of the Applicant and 1st -7th Respondents and 9th to 12th Tenants