



**Safina Safi Investments Limited v Komen (Tribunal Case  
E023 of 2024) [2024] KEBPRT 790 (KLR) (15 May 2024) (Ruling)**

Neutral citation: [2024] KEBPRT 790 (KLR)

**REPUBLIC OF KENYA  
IN THE BUSINESS PREMISES RENT TRIBUNAL  
TRIBUNAL CASE E023 OF 2024  
CN MUGAMBI, CHAIR  
MAY 15, 2024**

**BETWEEN**

**SAFINA SAFI INVESTMENTS LIMITED ..... LANDLORD**

**AND**

**PIUS K. KOMEN ..... TENANT**

**RULING**

1. The Landlord's Application dated 22.2.2024 seeks the following orders:-
  - a. Spent
  - b. That the Tribunal be pleased to issue an order that the Landlord/Applicant terminates the tenancy between himself and the Tenant/Respondent for persistently delaying, refusing and/or neglecting to pay rent which has become due.
  - c. That the Honourable Tribunal do issue eviction orders against the Tenant/Respondent, his agents and/or his family and pay rent arrears.
  - d. That the OCS Eldoret police station do provide security during the eviction of the Tenant.
  - e. Costs
2. The Applicant in its affidavit sworn by Mr. Jackson Mukung has deponed that the Tenant has failed to pay rent since December, 2022 and the Tenant is now in rent arrears totaling Kshs. 308,000/= and the Landlord is therefore entitled to terminate the tenancy under the provisions of Section 7(1)(b) of [Cap 301](#) of the Laws of Kenya.
3. The Applicant has further deponed that during the tenancy, the Tenant breached the terms of the tenancy by carrying out unauthorized renovations of the suit premises.



4. It is further deponed by the Applicant that the Tenant has locked the suit premises and has refused to pick the calls from the Landlord or his agents and also failed to respond to the messages from the landlord.
5. The Landlord has also deponed that a demand letter has been sent to the Tenant detailing the rent arrears but the same has been in vain.
6. The only issue that arises for determination in this Application is whether the Applicant is entitled to the orders sought in its Application.
7. What the Applicant seeks is the termination of the tenancy, eviction of the Tenant and the payment of rent arrears amounting to Kshs. 300,000/=.
8. The relationship between the parties herein being a controlled tenancy, the Landlord is required to comply with the provisions of Section 4(2) of the Act in terminating the tenancy. The said Section provides as follows;-

“A Landlord who wishes to terminate a controlled tenancy or to alter to the detriment of the Tenant any term or condition in or right or service enjoyed by the tenant under such a tenancy shall give notice in that behalf to the tenant in the prescribed form.”
9. The termination notice addressed to the Tenant by M/S Songok & Company Advocates dated 1.6.2023 is not in the prescribed form and does not conform to the provisions of Section 4(2)(4)(5) of Cap 301, it is an invalid notice and cannot form the basis of terminating the tenancy between the parties.
10. The failure by the Applicant to comply with the strict provisions of Section 4 of Cap 301 is fatal to the Applicant's prayers for termination of the tenancy and the eviction of the Tenant.
11. The Landlord has prayed for an order that the Tenant be ordered to pay rent amounting to Kshs. 300,000/=. This prayer being unopposed, I do find on a balance of probabilities that indeed the Tenant owes the said rent and the Landlord is entitled to the same.
12. In disposing of this matter, I therefore make the following orders;-
  - a. That the Landlord's prayer for an order terminating the tenancy between the parties is hereby dismissed.
  - b. That the Landlord's prayer for the eviction of the Tenant is hereby dismissed.
  - c. That the Tenant is ordered to clear all the outstanding rent arrears within thirty (30) days from the date of this Ruling failing which the Landlord will be at liberty to levy distress for the said rent.
  - d. That the Landlord is hereby allowed to break into the suit premises while levying distress for rent as ordered in paragraph (c) above.
  - e. That the OCS, Eldoret police station will provide security during the levying of distress for rent.
  - f. That the Tenant will bear the costs of the Application and the Reference.
  - g. That the Reference filed by the Landlord is determined in the terms of the orders issued herein and the file is ordered closed.



**DATED, SIGNED AND DELIVERED VIRTUALLY THIS 15<sup>TH</sup> DAY OF MAY 2024**

**HON. CYPRIAN MUGAMBI**

**CHAIRPERSON**

**BUSINESS PREMISES RENT TRIBUNAL**

