



**Mwangi v Malang Business Centre; Highland Valuers Limited & another (Agent)
(Tribunal Case E026 of 2024) [2024] KEBPRT 791 (KLR) (6 June 2024) (Ruling)**

Neutral citation: [2024] KEBPRT 791 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E026 OF 2024
CN MUGAMBI, CHAIR
JUNE 6, 2024**

BETWEEN

DAN MWANGI APPLICANT

AND

MALANG BUSINESS CENTRE RESPONDENT

AND

HIGHLAND VALUERS LIMITED AGENT

CHEPTARUS CHEBET AGENT

RULING

1. The Tenant/Applicant's Application dated 1st March, 2024 seeks orders that the notice of termination dated 20.4.2024 be quashed or set aside and that the Respondents be restrained from evicting the Tenant.
2. The Tenant has sworn an affidavit in support of his Application wherein he has deponed that he has been a Tenant of the Landlord/1st Respondent since the year 2018 under a controlled tenancy and that he has been running a bar business called "the underground pub."
3. The Applicant has further deponed that in the month of February 2024, he received a termination notice from the 2nd Respondent requiring him to vacate the premises effective 4.3.2024 (annexed to the Tenant's affidavit as exhibit DM-2).
4. It is the Applicant's view that the said notice is illegal as it provides the Tenant with only one month to vacate the premises.
5. The Tenant has also deponed that he leased the premises for a bar business and his operations are not a nuisance to the other businesses.



6. It is the Tenant's further deposition that he believes that the notice to terminate his tenancy is issued for extraneous reasons and amounts to harassment.
7. The only issue I have to determine in this Applications is whether the Tenant is entitled to the orders sought in his Application.
8. The Tenant has deponed that the relationship between the parties herein is a controlled tenancy. No written lease agreement has been annexed to any affidavit in these proceedings and the Respondents having not challenged and/or responded, I will safely conclude that the tenancy between the parties herein is a controlled tenancy and therefore governed by the provisions of Cap 301 of the laws of Kenya.
9. The notice the Tenant complains of is the one dated 20.2.2024. I have perused the same and it is true it does not comply with the statutory provisions of Section 4(1)(2)(4)(5) of Cap 301 of the Laws of Kenya. It is therefore an invalid notice and of no legal effect.
10. In the circumstances, I do find that the Application by the Tenant is merited and I allow the same in terms of prayers 2, 3 and 4 thereof.
11. The Complaint raised by the Tenant raises the same issues raised in the Application and is also allowed in similar terms. The Landlord will bear the costs of the Application and the Complaint.
12. This file is ordered closed on those terms.

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 6TH DAY OF JUNE, 2024

HON. CYPRIAN MUGAMBI

CHAIRPERSON

BUSINESS PREMISES RENT TRIBUNAL

Delivered in the absence of the parties

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