



**Okal t/a Bodo General Hardware v Nyakundi of Befama House (Tribunal Case E179 of 2021) [2023] KEBPRT 1122 (KLR) (15 December 2023) (Ruling)**

Neutral citation: [2023] KEBPRT 1122 (KLR)

**REPUBLIC OF KENYA  
IN THE BUSINESS PREMISES RENT TRIBUNAL  
TRIBUNAL CASE E179 OF 2021  
CN MUGAMBI, CHAIR  
DECEMBER 15, 2023**

**BETWEEN**

**PETER BODOL OKAL T/A BODO GENERAL HARDWARE ..... TENANT**

**AND**

**WYCLIFFE NYAKUNDI OF BEFAMA HOUSE ..... LANDLORD**

**RULING**

**Introduction**

1. The landlord's notice to terminate the tenancy between the parties herein is the one dated 4.3.2021 with an effective date of 1.6.2021. The grounds for termination as set out in the notice are as follows:-
  - a. Refusal to sign the contractual agreement for two years.
  - b. Obstruction of corridors by erecting illegal structures.
  - c. Harassment of other tenants.
  - d. Accumulation of rent arrears.
  - e. Abusive language.
2. The tenant while opposing the landlord's notice to terminate tenancy filed a reference to the Tribunal under Section 6 of Cap 301, dated 1.4.2021.
3. After many false starts and failed negotiations, the matter finally proceeded for hearing on the 14.11.2021.



### **The Landlord's case**

4. The landlord testified on 14.11.2023 and sought and was allowed to rely on his witness statement and list of documents filed in court. The request was allowed, the statement adopted as his evidence and the documents produced as the landlord's exhibits 1, 2, 3 and 4.
5. The landlord in his statement has stated that the tenant has erected illegal structures on the demised premises contrary to an agreement that the tenant was not to build any illegal structures outside the shop (suit premises).
6. The landlord has further stated that the tenant has been blocking other tenants' premises by parking his vehicle outside their premises as a result of which some tenants have vacated the premises and others have threatened to vacate.
7. The landlord also states that he has approached the tenant to rectify the situation but the tenant has turned abusive.
8. The landlord therefore issued a notice to the tenant to terminate his tenancy effective 1.6.2021 and the tenant has not opposed the notice.

### **The Tenant's case**

9. Although the tenant has filed his statement in support of his reference, he did not attend court to give any evidence during the hearing. Consequently, the evidence of the landlord in support of his notice to terminate tenancy remains unchallenged.

### **Determination**

10. The only issue for determination is whether the landlord's notice to terminate tenancy ought to be approved.
11. Having found the evidence of the landlord to be uncontroverted, I will allow the landlord's notice to terminate the tenancy and the reference by the tenant to the Tribunal is hereby dismissed.
12. Consequently, the tenancy between the parties is hereby terminated and the tenant is to vacate the suit premises within the next ninety (90) days from the date of this ruling.
13. The tenant will continue to pay rent during this period of ninety (90) days.
14. Further, the tenant failing to vacate, the landlord will be at liberty to have the tenant forcefully evicted using a licensed auctioneer.
15. The tenant will bear the costs of the reference.

**RULING DATED, SIGNED AND DELIVERED VIRTUALLY THIS 15<sup>TH</sup> DAY OF DECEMBER 2023.**

**HON. CYPRIAN N. MUGAMBI- CHAIRPERSON 15. 12.2023**

