



**Grocery Cart Mini Mart Limited v 4Way Village Management Limited & 3 others
(Tribunal Case E444 of 2024) [2024] KEBPRT 960 (KLR) (28 June 2024) (Ruling)**

Neutral citation: [2024] KEBPRT 960 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E444 OF 2024
CN MUGAMBI, CHAIR
JUNE 28, 2024**

BETWEEN

GROCERY CART MINI MART LIMITED TENANT

AND

4WAY VILLAGE MANAGEMENT LIMITED 1ST RESPONDENT

JAMES MATHENGE 2ND RESPONDENT

PAUL NJINGO MASAI 3RD RESPONDENT

MAUREEN MUTUNE 4TH RESPONDENT

RULING

1. The Reference/Complaint by the Tenant dated 08.04.2024 was to the effect that the Respondents had refused to refund the rent deposit of Kshs. 150,000/= for one (1) month contrary to [Cap 301](#) of the Laws of Kenya.
2. The Application by the Tenant dated 08.04.2024 introduced a further angle that the Tenant had improved the suit premises at a cost of Kshs. 280,000/=.
3. At the very outset, I need to determine whether in the circumstances obtaining in this Application and Reference, the Tribunal has the requisite jurisdiction to hear and determine this matter.
4. The Tenant in its affidavit sworn on 08.04.2024 depones that it issued a notice to terminate its tenancy and proceeded to vacate the suit premises on or before 02.02.2024.
5. On 02.05.2024, Counsel for the Landlord informed the court that the Tenant vacated the suit premises on 16.04.2024 while the Tenant told the court that she vacated on 01.02.2024.
6. On 19.06.2024, the Tenant informed the court that the only claim was in regard to the rent deposit of Kshs. 150,000/= and compensation for fit outs renovated at Kshs. 280,000/=.



7. It is common ground that the Applicant is no longer in the suit premises and whether the Tenant vacated the suit premises on 16.04.2024 or 01.02.2024 is really immaterial. In this instance, there does not exist the relationship of a Landlord and Tenant and in the circumstances, the Tribunal has no jurisdiction to hear and determine this matter. The Tenant can only take up its claim with a civil court with the requisite jurisdiction to hear and determine its case.
8. In the case of; *Pritam v Ratilal & Another* [1972] EA, the court stated;
- “Therefore the existence of the relationship of Landlord and Tenant is a pre-requisite to the Application of the provisions of the Act. Where such a relationship does not exist or it has come to or been brought to an end, the provisions of the Act will not apply. The applicability of the Act is a condition precedent to the exercise of jurisdiction by the Tribunal, otherwise the Tribunal will have no jurisdiction.
- There must be a controlled tenancy as defined in Section 2 to which the provisions of the Act can be made to apply. Outside it, the Tribunal has no jurisdiction.”
9. Further, in Judicial Review Case No. 25 of 2012 at *Mombasa, Republic v The Chairman Business Premises Rent Tribunal & Italian Gelatic (K) Ltd*, the court held;
- “The tenancy had been terminated and there was no tenancy capable of being preserved by the Tribunal.
- There was no longer a Landlord/Tenant relationship and so the Tribunal acted without jurisdiction. The proper forum for the 1st Respondent’s grievances was a civil court. That is where it should have sought intervention. The order made by the Tribunal is therefore amenable to an order of certiorari and any further proceedings pending before it can be stopped by a prohibitory order.”
10. In the circumstances, I do not find any merits in the Tenant’s Reference/Complaint and Application and the same are hereby dismissed.
11. Each party will bear their own costs.

DATED, SIGNED AND DELIVERED VIRTUALLY THIS 28TH DAY OF JUNE, 2024

HON. CYPRIAN MUGAMBI

CHAIRPERSON

BUSINESS PREMISES RENT TRIBUNAL

Delivered in the presence of;

Ms. Mutheu for the Applicant

Mr. Owino for Ouma for the Respondent

