

INDEPENDENT STATE OF PAPUA NEW GUINEA.

CHAPTER NO. 189.

Landlord and Tenant (Miscellaneous Provisions).

GENERAL ANNOTATION.

ADMINISTRATION.

As at 13 February 1976 (the date of gazettal of the most comprehensive allocation of responsibilities to Ministers and Departments at about the effective date), the administration of this Chapter was not vested specifically in any Minister. It seems therefore, that under Constitution, Section 148(2), it came within the responsibility of the Prime Minister.

The Chapter does not refer to "the Minister", "the Departmental Head" or "the Department".

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CHAPTER NO. 189.

Landlord and Tenant (Miscellaneous Provisions) Act.

ARRANGEMENT OF SECTIONS.

1. Use and occupation.
2. Attornment by lessee.
3. Rent and benefit of lessees' covenants.
4. Obligation of lessors' covenants.

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CHAPTER NO. 189.

Landlord and Tenant (Miscellaneous Provisions) Act.

Being an Act relating to certain matters concerning landlords and tenants that were the subject of English legislation applying before Independence.

1. Use and occupation.

(1) Where the agreement between a landlord and tenant is not by deed, the landlord may recover in a court of competent jurisdiction a reasonable satisfaction for the land held or occupied by the tenant, and if in evidence on the hearing of the matter any parol demise or any agreement (not being by deed) in which a certain rent was reserved appears, the plaintiff may make use of it as evidence of the quantum of the damages to be recovered.

(2) Subsection (1) does not affect actions of debt for use and occupation.

2. Attornment by lessee.

(1) On a conveyance of the reversion or remainder expectant or depending on a lease of any land, no attornment by the lessee under the lease is necessary.

(2) Where, before notice of a grant, transfer or assignment of a reversion is given to a lessee by the grantee, transferee or assignee, the lessee pays rent to the grantor, transferor or assignor, he shall not be prejudiced or damaged by the payment or by a breach of any condition for non-payment of rent occasioned by it.

(3) An attornment by a lessee of land to a stranger claiming title to the estate of the lessor is void unless the attornment is made with the consent of the lessor.

3. Rent and benefit of lessees' covenants.

(1) Rent reserved by a lease, and the benefit of a covenant or provision in a lease having reference to the subject-matter of the lease and to be observed and performed by the lessee, and every condition of re-entry and other condition contained in a lease—

(a) are annexed and incident to, and go with, the reversionary estate in the land or in any part of it immediately expectant on the term granted by the lease, notwithstanding severance of the reversionary estate; and

(b) are capable of being recovered, received, enforced and taken advantage of by the person entitled, subject to the term, to the income of the whole or any part, as the case requires, of the land leased.

(2) Subsection (1) extends to a covenant to do an act relating to the land even if the subject-matter was not in existence when the covenant was made.

(3) The benefit of a condition of re-entry or forfeiture for a breach of a covenant or condition contained in a lease is capable of being enforced and taken advantage of by the person entitled, subject to the term, to the income of the whole or any part, as the case requires, of the land leased, even if he became, by conveyance or otherwise, so entitled after the condition of re-entry or forfeiture had become enforceable.

(4) This section does not make enforceable a condition of re-entry or other condition that was waived or released before the person concerned became entitled.

(5) This section applies to—

(a) leases made before 15 September 1975 (being the date of commencement of the pre-Independence *Imperial Laws Replacement Act 1975*), but with respect only to—

(i) rent accruing due after that date; and

(ii) the benefit of a condition of re-entry or forfeiture for a breach committed after that date of a covenant, condition or provision contained in the lease; and

(b) leases made after that date.

4. Obligation of lessors' covenants.

(1) If and as far as the lessor has power to bind the reversionary estate immediately expectant on the term granted by the lease, the obligation of a covenant entered into by a lessor with reference to the subject-matter of the lease—

(a) is annexed and incident to, and goes with, the reversionary estate, or the several parts of it, notwithstanding severance of the reversionary estate; and

(b) may be taken advantage of and enforced by the person in whom the term is from time to time vested by conveyance, devolution in law or otherwise.

(2) If and as far as the lessor has power to bind the person from time to time entitled to the reversionary estate, the obligation may be taken advantage of and enforced against any person so entitled.

(3) This section applies to—

(a) leases made before 15 September 1975 (being the date of commencement of the pre-Independence *Imperial Laws Replacement Act 1975*), but so far only as relates to breaches of covenant committed after that date; and

(b) leases made after that date.

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APPENDIX.

SOURCE OF THE LANDLORD AND TENANT (MISCELLANEOUS PROVISIONS)
ACT.

Part A.—Previous Legislation.

Imperial Laws Replacement Act 1975 (No. 39 of 1975), Part III.

Part B.—Cross References.

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¹ Unless otherwise indicated, references are to the Act set out in Part A.

