



BILLE BAILE-THIONONTAITHE, 1926.
TOWN TENANTS BILL, 1926.

Mar do tugadh isteach.
As introduced.

ARRANGEMENT OF SECTIONS.

Section.

1. Fixity of tenure.
2. Fair rent to be fixed.
3. Liability of landlord for repairs.
4. Right of tenant of business premises to sell his interest.
5. Tenant to have option to purchase on sale by landlord of his interest.
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SAORSTAT EIREANN.

BILLE BAILE THIONÓNTAITHE, 1926.

TOWN TENANTS BILL, 1926.

BILL

entitled

5

AN ACT TO IMPROVE THE POSITION OF TENANTS OF
CERTAIN HOUSES, SHOPS AND OTHER BUILDINGS
IN SAORSTAT EIREANN.

BE IT ENACTED BY THE OIREACHTAS OF SAORSTAT
EIREANN AS FOLLOWS:—

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Fixity of
tenure.

1.—The tenant for the time being of every holding to which
this Act applies shall not be compelled to quit the holding of
which he is tenant, and his tenancy therein shall not be deter-
mined, except in consequence of the breach of some one or more
of the conditions following (in this Act referred to as the 15
statutory conditions) that is to say:—

- (a) the tenant shall pay his rent at the appointed time, on
application for same being made by the landlord or
his lawfully authorised agent;
- (b) the tenant shall not to the prejudice of the interest of 20
the landlord in the holding commit persistent waste
by the dilapidation of buildings;
- (c) the tenant shall not without the consent of the landlord
in writing sub-divide his holding or alter the character
of the holding or erect or suffer to be erected thereon, 25
save as in this Act provided any building other than
in substitution for those already upon the holding at
the time of the passing of this Act;
- (d) the landlord or any persons authorised in writing by him
shall on giving due notice to the tenant have the right 30
to enter at reasonable times in the daytime upon the
holding for any of the purposes following:—
 - (i.) viewing and examining at reasonable intervals
the state of the holding and all buildings and
improvements thereon; 35
 - (ii.) opening or repairing drains, sewers, ways or
water-courses, executing repairs or executing
such improvements or structural alterations
as may from time to time be agreed upon in
writing between the landlord and tenant. 40

Fair rent
to be fixed.

2.—(1) The tenant for the time being of every holding to which
this Act applies shall not during the continuance of the statutory
term of his tenancy be compelled to pay a higher rent than the
rent payable at the commencement of such term or such rent as
may be agreed upon or fixed by the court as a fair rent pursuant 45
to the provisions of this Act.

(2) The tenant of any holding to which this Act applies may
from time to time as hereinafter provided during the continuance
of such tenancy apply in the prescribed manner to the court to
fix a fair rent to be paid by such tenant to the landlord for the 50
holding, and thereupon the court after hearing the parties and
having regard to the interest of the landlord and tenant

respectively and considering all the circumstances of the case, holding, and district may determine such fair rent.

(3) The rent fixed by the court (in this Act referred to as the judicial rent) shall be deemed to be the rent payable by the tenant as from the gale day next succeeding the service of the originating notice requiring the court to fix the said rent.

(4) Pending the fixing of a fair rent by the court the tenant shall continue to pay the rent as last paid before the service of the originating notice provided that such payments are subject to adjustment in accordance with the subsequent order of the court and the provision of sub-section (3) of this section of this Act.

(5) Where a fair rent has been fixed for any holding, to which this Act applies either by agreement or by order of the court, it shall continue to be the rent payable by the tenant to the landlord in respect of the premises for a period of ten years, or such lesser period as may at the time be ordered by the court, or agreed to by the parties. At the end of the said period the parties may agree or the tenant or landlord may apply as aforesaid to the court, to fix a fair rent for a further term to commence from the expiration of the prior term.

(6) During the currency of a statutory term, an application to the court to determine a judicial rent shall not be made unless and until permission has been first obtained from the court as provided in sub-section (7) of this section of this Act.

(7) During the currency of a statutory term the court may on the application of the tenant or landlord and in consequence of new or altered circumstances grant leave to the tenant or landlord to apply in the prescribed manner as herein provided to have the rent fixed by the court notwithstanding any provisions to the contrary herein contained.

(8) At the end of each statutory term the rent fixed as aforesaid shall continue to be the rent payable by the tenant in respect of the holding until a new rent is fixed by agreement or by order of the court as aforesaid.

(9) This section shall not apply to holdings held upon existing leases for lives or for terms of years, whereof any period or part of the term is unexpired at the passing of this Act, save until such period, or lives, or the residue of the said term has expired, and shall come into operation as regards such holdings when the term under which they are so held has expired.

3.—(1) Where, at the passing of this Act, the landlord shall be liable for the whole or any part of the repairs to any holding to which this Act applies and where by reason of neglect or default of the landlord to execute such repairs for which the landlord is liable, the holding has got into a state of disrepair, it shall be lawful for the tenant to serve upon the landlord a notice in the prescribed form calling upon the landlord to execute the said repairs and in the event of the default of the landlord to comply with the terms of the said notice, the tenant may in the prescribed form apply to the court for an order:—

Liability of
landlord for
repairs.

(a) that the tenant may be at liberty to execute the said repairs himself and deduct the cost of the said repairs from the rent, and withhold the rent of the holding, until such time as the tenant shall recoup himself from the rent for the cost of the said repairs; or

(b) that the court may direct the sanitary authorities in which the holding is situate to have the said repairs executed,

and the court on being satisfied that the said repairs are reasonably necessary, having regard to the state of the holding, may make an order:—

(i.) that if the landlord refuses to execute the said repairs to the satisfaction of the court, the tenant may be at liberty to execute the said repairs himself and deduct the cost of the said repairs from the rent of the holding until such time as the tenant shall recoup himself from the rent, for the cost of the repairs, or

(ii) the court may direct the local sanitary authority to have the said repairs executed, whereupon the sanitary authority shall forthwith proceed to have the said repairs executed, and shall collect the rent of the holding from the tenant until such time as the sanitary authority shall be recouped for the cost of the said repairs. 5

(2) Where the sanitary authority shall be directed to execute repairs to any premises, pursuant to the provisions of this section the cost of such repairs shall be the first charge upon the premises in favour of the sanitary authority until the sanitary authority is recouped for the costs and expenses of same. 10

(3) Due notice of all proceedings under this section shall be served upon the sanitary authority in which the premises are situate. 15

(4) Every order made by the court under this section shall specify the repairs reasonably necessary to be executed and shall specify the time within which the said repairs shall be executed and shall specify the cost of such repairs.

Right of
tenant of
business
premises to sell
his interest.

4.—(1) The tenant for the time being of every holding to which this Act applies used partly or wholly for business purposes shall be entitled to sell his interest in the holding. 20

(2) On the sale by a tenant of his interest in the holding he shall serve upon the landlord a notice in the prescribed form of his intention to sell, whereupon the landlord shall have the option within fourteen days from the service of the said notice, of purchasing the interest of the tenant in the premises. 25

(3) Where pursuant to the provisions of this section the landlord desires to purchase the tenant's interest he shall serve upon the tenant within fourteen days from the service of the notice of intention to sell, a notice in the prescribed form of his intention to purchase the interest of the tenant. 30

(4) The landlord and tenant may agree in writing upon the price to be paid by the landlord to the tenant for his interest in the holding. In default of agreement either party shall be entitled to apply in the prescribed form to the Circuit Court, with the right of appeal to the High Court, to fix a price payable by the landlord to the tenant for his interest in the premises whereupon the court shall fix the price. The court in fixing the price shall have regard to the state of the premises, the interest of the landlord and tenant respectively therein and all the circumstances of the case: Provided that where a tenant or his predecessors in title have increased the value of a premises by improvements the court shall take this into account when fixing the price to be paid. 35 40 45

(5) Any sale by any party contrary to the terms of this section shall be void, save where the tenant would be lawfully entitled to sell his interest in the holding.

Tenant to have
option to
purchase on sale
by landlord of
his interest.

5.—(1) Where a landlord of any holding to which this Act applies desires to sell his interest in the holding, he shall serve upon the tenant a notice of his intention to sell in the prescribed form giving full particulars of the landlord's interest in the holding. 50

(2) If the tenant desires to exercise the said option to purchase the said holding he shall serve upon the landlord within fourteen days from the service of the said notice of intention to sell, a notice in the prescribed form of his intention to purchase the landlord's interest in the holding. 55

(3) The landlord and tenant may agree in writing upon the price to be paid by the tenant to the landlord for his interest in the holding. In default of agreement either party shall be entitled to apply in the prescribed form to the Circuit Court, with the right of appeal to the High Court, to fix a price payable by the tenant to the landlord for his interest in the holding whereupon the court shall fix the price. The court in fixing the price shall have regard to the state of the holding, the interest of 60 65

the landlord and tenant respectively therein and all circumstances of the case: Provided that where a tenant or his predecessors in title have increased the value of a premises by improvements, the court shall take this into account when fixing the price to be paid.

6.—(1) Where the owner of any ground-rent or superior interest in a holding to which this Act applies, desires to sell his ground-rent or superior interest in the holding, he shall serve upon the tenant in actual occupation of the holding, a notice of his intention to sell, in the prescribed form, giving full particulars of his interest in the premises whereupon the tenant in actual occupation of the holding shall have the option within fourteen days from the service of the said notice to purchase the said ground-rent or superior interest in the holding.

Tenant to have option to purchase on sale by ground landlord of his interest.

(2) If the tenant in actual occupation desires to exercise the said option to purchase the said ground-rent or superior interest in the said holding, he shall serve upon the owner thereof, within fourteen days from the service of the said notice of intention to sell, a notice in the prescribed form of his intention to purchase the said ground-rent or superior interest of the said owner in the holding.

(3) The owner of the said ground-rent or superior interest in the holding may agree in writing with the tenant upon the price to be paid by the tenant in actual occupation for the said ground-rent or superior interest in the holding. In default of agreement either party shall be entitled to apply in the prescribed form to the Circuit Court, with the right of appeal to the High Court, to fix the price payable by the tenant in actual occupation to the owner of the ground-rent or superior interest in the holding. Whereupon the court shall fix the price and the court in fixing the price shall have regard to the holding, the interests of the said superior owner and the tenant in actual occupation respectively, and all the circumstances of the case.

(5) The provisions of this section shall not apply to any premises let in tenements, or any dwellinghouse which is let to more than one tenant: Provided that this sub-section shall not exclude from the benefit of this Act any holding let to one tenant only upon more than one letting.

7.—(1) The rent of any holding to which this Act applies may be increased at any time by an annual amount representing six per cent. interest per annum on the capital expended by the landlord, under an agreement in writing with the tenant for structural alterations or improvements to the holding.

Right of landlord to increase rent on making improvements.

(2) Any expenditure by the landlord on ordinary repairs shall be excluded from this section.

8.—The landlord of every holding to which this Act applies where the poor law valuation does not exceed five pounds shall be liable for all rates on the said holding.

Landlord's liability for rates on certain premises.

9.—The owner of any ground-rent in a holding shall on the passing of this Act pay ten per cent. of the said ground-rent as a contribution towards the rates payable in respect of the holding.

Owners of ground-rents to contribute to rates.

10.—Any matter capable of being determined by the Court under this Act may, if the parties so agree in writing be decided by arbitration, and where the amount of fair rent is decided by arbitration, such rent shall for the purpose of this Act be deemed to be the judicial rent and shall remain in operation for the statutory term.

Matters in dispute may be referred to arbitration.

PART II.

GENERAL.

Application of
the Act.

11.—This Act shall apply to all holdings whether dwelling-houses, shops or other buildings or parts of buildings let as dwellinghouses or business premises situate in urban districts, towns or villages in Saorstát Eireann and occupied either for residential or business purposes or partly for residential or partly for business purposes: Provided always that this section shall not apply to holdings let as furnished dwellinghouses. 5

Definitions.

12.—In this Act the expression “ landlord ” shall have the same meaning as in Section 1 of the Landlord and Tenant Consolidation Act, 1860; 10
the expression “ tenant ” shall mean any person entitled in actual possession and occupation of the holding under any contract of tenancy from week to week or for any longer period whether the interest of such tenant shall have been acquired by original contract lawful assignment bequest devise or Act or operation of law; 15
the word “ prescribed ” means prescribed by rules or forms under this Act; 20
the expression “ the court ” in this Act means the Circuit Courts as established and having jurisdiction by virtue of the Courts of Justice Act, 1924.

Exclusive from
the Act.

13.—This Act shall not apply to:—

- (a) holdings let for a temporary convenience; 25
- (b) any premises let upon a caretaker's agreement to a *bona fide* caretaker and for which no rent is paid;
- (c) holdings let to any persons in the employment of the landlord or former landlord if the dwellinghouse was let to him in consequence of that employment; 30
- (d) houses erected under the Labourer's (Ireland) Acts, 1883 and 1919 or the Housing of the Working Classes (Ireland) Acts 1881-1921;
- (e) houses erected after or in course of erection on the 2nd day of April, 1919, or to any house which has been since that date or was at that date being *bona fide* reconstructed by way of conversion into two or more separate and self contained flats or tenements. 35

Short title and
commencement.

14.—(1) This Act may be cited for all purposes as the Town Tenants Act 1926. 40
(2) This Act shall come into operation on the 1st of January, 1927.



EXERCISES IN THE GENERAL PRINCIPLES OF LOGIC

Application of the Act.
11.—This Act shall apply to all buildings whether dwelling houses, shops or other buildings or parts of buildings as well as to business premises situated in any district, town or village in Scotland between and excepted either for residential or business purposes or partly for residential or partly for business purposes, provided always that this section shall not apply to buildings let as furnished dwellings.

12.—(1) Where a building is used for any purpose other than a residential purpose, the owner of the building shall be deemed to be the person who is responsible for the safety of the building.

(2) Where a building is used for any purpose other than a residential purpose, the owner of the building shall be deemed to be the person who is responsible for the safety of the building.

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(7) Where a building is used for any purpose other than a residential purpose, the owner of the building shall be deemed to be the person who is responsible for the safety of the building.

(8) Where a building is used for any purpose other than a residential purpose, the owner of the building shall be deemed to be the person who is responsible for the safety of the building.

(9) Where a building is used for any purpose other than a residential purpose, the owner of the building shall be deemed to be the person who is responsible for the safety of the building.

Saorstát Éireann. 1917 Saorstát Éireann.

BILLE BAILE-THIONONTAITHE, 1926.

TOWN TENANTS BILL, 1926.

BILLE

(mar do-tugadh isteach)

dá ngairmtear

Acht chun feabhas do chur ar stáid tionóntaithe
tithe, siopaí agus foirgintí eile áirithe i
Saorstát Éireann.

Liam A. Reamonn, T.D., do thug isteach. Seamus
Mac Cosgair, T.D., ag cabhrá leis.

Do hórduíodh, ag Dáil Éireann, do chlóbhuála
17ad Mí na Samhna, 1926.

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BILL

(as introduced)

entitled

An Act to improve the position of tenants of
certain houses, shops and other buildings
in Saorstát Éireann.

Introduced by Deputy William A. Redmond.
Supported by Deputy James Cosgrave.

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