

# **MODEL RESIDENTIAL TENANCY ACT, 2011**

**RAJIV AWAS YOJANA (RAY)**



**MINISTRY OF HOUSING & URBAN POVERTY ALLEVIATION  
GOVERNMENT OF INDIA**

## Model Residential Tenancy Act 2011

An Act

to establish a framework for the regulation of Residential Tenancy matters and to balance the rights and responsibilities of landlords and tenants and to provide for fast adjudication process for resolution of disputes, and for matters connected or incidental thereto.

### Chapter I

#### Preliminary

##### 1. Short Title, Extent and Commencement

- (1) This Act may be called the \_\_\_\_\_ Residential Tenancy Act 2011.
- (2) It shall extend to all urban areas of \_\_\_\_\_  
Provided that the Government through notification may exclude any area or units or class of buildings from the operation of this Act or any provision thereof.
- (3) It shall come into force on such date as the State Government may by notification, in the official Gazette, appoint and different dates may be appointed for different provisions of the Act.

##### 2. Definition

**In this Act unless the context otherwise requires-**

- (a) “Appellate Rent Tribunal” means Appellate Rent Tribunal constituted under Section 31.
- (b) “Existing Tenancies” means tenancies entered into prior to the commencement of this Act and covered under the State Rent Control Act and valid upto 24 months from the commencement of this Act as per Section4 and Section9.
- (c) “Landlord” means a person or a company who owns a rental unit and who is entitled to receive rent for the use and occupancy of any rental unit and shall include his successor-in-interest.
- (d) “Housing Services” include provision of furniture, furnishings, appliances, parking and related facility, laundry facility, lifts garbage collection, storage facility, intercom system, cable television facility, security services, and common recreational facilities.
- (e) “Joint Tenants” means more than one person or family unit occupying one rental unit and responsible for paying rent to the landlord separately or jointly.

- (f) “Local Authority” means a municipal corporation or municipality or any other local body constituted under any law for the time being in force.
- (g) “Periodic Tenancy” means a tenancy for successive periods of equal duration: from month to month or week to week or ----- and terminable by notice (of the same period) by either landlord or tenant and includes tenancy which commences on the expiry of fixed term tenancy.
- (h) “Property Manager” means a person or company who is employed by the landlord to manage the rental unit(s) and who represents the landlord.
- (i) “Rent” means the consideration paid or required to be paid periodically by or on behalf of a tenant to the landlord or to the property manager for the right to occupy a rental unit and for any housing services and any privileges or benefits that the landlord provides for the tenant in respect of the occupancy of the rental unit but does not include security deposit or any other deposit.
- (j) “Rent Tribunal” means a Rent Tribunal Constituted under Section 30 of the Act.
- (k) “Rental Unit” means a unit in a building or part of a building including land appurtenant thereto, rented or available for rent for residential use and occupancy together with all housing services connected with the use and occupancy of such unit but does not include hotel, hostel, a boarding house, tourist homes or guest houses.
- (l) “Security Deposit” means any payment, fee, deposit or charge to be used for any purpose including recovery of rent defaults, repairing damages caused by the tenant and any other item as specified in the Tenancy Agreement.
- (m) “Tenant” means any person who has the right to use and occupy a rental unit and includes successor to a tenant and a subtenant.
- (n) “Tenancy Agreement” means an agreement in writing between a landlord and a tenant for the use and occupancy of a rental unit and housing services on agreed terms and conditions.
- (o) “Tenancy period” means the period for which the rental unit has been let to the tenant by the landlord.
- (p) “Urban Area” means the areas that fall under the jurisdiction of either the Municipal Corporation or the Municipal Council as the case may be.

### 3. Exemptions

Nothing in this Act shall apply to –

- (a) Any rental unit owned by the Central or State Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board.
- (b) Any rental unit let out before the commencement of this Act where rent paid on the date of commencement of this Act exceeds Rs. \_\_\_\_\_ and where such units had been exempt under the existing State Rent Control Acts.
- (c) Rental unit[s] owned by a company, university or organization given on rent to its employees as part of service contract.
- (d) Any rental unit owned by religious or charitable institutions as may be specified by the State Government.
- (e) Any rental unit owned by Wakfs registered under the Wakf Act, 1995 (No.L3 of 1995) or to any trust registered under the Public Trust Act.

## Chapter II

### Tenancy

#### 4. Notification of Tenancy

- (1) Notwithstanding anything contained in this Act or any other law for the time being in force, any agreement for letting of any rental unit entered into between the landlord and the tenant [s], after the commencement of this Act, shall be in writing and that such tenancy agreement will be registered or notarized with the Notary Public and signed jointly by the landlord and tenant[s] in the manner prescribed, which shall within a period of three months from the start of tenancy.

Two copies of the Tenancy Agreement to be made in original, one each for the landlord and the tenant. Tenancy Agreement shall be as given in Schedule I.

- (2) In case of any changes in the terms of Tenancy Agreement, the same will be incorporated in a new Tenancy Agreement, which shall be registered or notarized as prescribed within thirty days of the changes having occurred.
- (3) In case of joint tenants, the tenancy agreement may be entered into with all the tenants jointly or with each tenant separately. In case of joint tenancy agreement all tenants will sign the Tenancy Agreement and receive a copy of the same.
- (4) In case of unregistered existing tenancies, the landlord and the tenant shall record terms of tenancy as subsisting on the date of commencement of this Act as per Schedule II and get this registered or notarized within six months of the commencement of this Act.

Provided that at the end of the period of 24 months from the commencement of this Act the landlord and the tenant will enter into a new tenancy agreement as per Schedule I and for all intent and purposes the tenancy will be construed as new tenancy at the end of 24 months from the commencement of this Act.

#### 5. Period of Tenancy

- (1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landlord and the tenant[s] and as noted in the Tenancy Agreement.
- (2) The tenant may approach the landlord for renewal or extension of the tenancy not less than two months prior to the end of tenancy period and if agreeable to the landlord may enter into a new tenancy agreement with the landlord.

- (3) If a tenancy for a fixed term ends and has not been renewed or the premises have not been vacated by the tenant at the end of such tenancy, the tenancy shall be deemed to be renewed on a month-to-month basis on the same terms and conditions as were in the expired tenancy agreement subject to any change that may be made in the rent charged.
- (4) In the event of the death of the tenant tenancy will continue till the end of the tenancy period in case of fixed period tenancy and in case of periodic tenancy till the end of the period.

#### **6. Inheritability of existing tenancies**

In case of existing tenancies, in the event of death of the tenant, the right of tenancy shall devolve to his successors in the following order:

- (a) Spouse;
- (b) Children;
- (c) Parents; and
- (d) Daughter-in-law being the widow of predeceased son.

Provided that the successor has been ordinarily living in the premises with the deceased tenant as a member of family upto his death and was economically dependant on the deceased tenant and he or his spouse or dependent children do not own or occupy a residential unit in the same urban area.

#### **7. Restriction on Subletting**

- (1) After the commencement of this Act, no tenant shall without the previous consent in writing of the landlord –
  - (a) sublet whole or part of the premises held by him as a tenant;
  - (b) transfer or assign his rights in the tenancy or any part thereof.
- (2) Where the premises are lawfully sublet as in Section 7(1), the tenant will notify to the landlord the date of commencement of sub tenancy or its termination within one month of the commencement or termination.

#### **8. Derequisitioning of the Rental Units**

- (1) From the commencement of this Act, all rental units which have been requisitioned or allotted by the government under previous rent control acts (Rent Control Act

19\_\_\_\_) will stand derequisitioned and possession of the same will be reverted to the landlord within six months of the commencement of the Act.

- (2) No local authority or Government or as the case may be will requisition any premises for its own use or for use of any other person or authority or organization, from the date of Commencement of this Act.

## Chapter III

### Rent

#### 9. Rent Payable

- (1) In case of tenancies entered into on or after the commencement of this Act, rent payable of a rental unit shall be the rent agreed between the landlord and the tenant at the commencement of tenancy.
- (2) In case of existing tenancies, at the end of 24 months from the commencement of this Act, rent payable shall be as per Section 9(1), and
  - (a) The landlord will intimate the tenant two months prior to the expiry of 24 months from the commencement of this Act about the revision in rent.
  - (b) In the absence of an agreement between the landlord and the tenant on the Rent Payable as per Section 9(1), the landlord will have the option to terminate the tenancy as per Section 22(A).

#### 10. Revision of Rent

- (1) Revision of rent between the landlord and the tenant will be as per the terms set in the Tenancy Agreement.
- (2) The landlord will give a notice in writing three months before the revised rent becomes due.
- (3) If a tenant who has been given notice of an intended rent increase under Section 10(2) fails to give the landlord notice of termination of tenancy, the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landlord.
- (4) In case the rental unit has been let for a fixed term, rent may not be increased during the currency of the tenancy period unless the amount of increase or method of working out the increase is expressly set out in the Tenancy Agreement.
- (5) No tenant shall directly or indirectly sublet or assign, whole (or part) of the rental unit for a rent that is higher than the rent (or the proportionate rent) charged by the landlord to the tenant.
- (6) Where the landlord, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the rental unit occupied by the tenant, not being repairs necessary to be carried out under Section 16, the landlord may increase the rent of the premises by an amount as agreed between the landlord and the tenant prior to



the commencement of the work and such increase in rent will become effective from one month after the completion of work.

- (7) Where after the rent of a rental unit has been agreed or fixed, there has been a decrease of diminution or deterioration of accommodation or housing services in the rental unit, the tenant may claim a reduction in the rent [and may approach the Rent Tribunal for the same in case of conflict].
- (8) The landlord may either restore the rental unit and the housing services as at the commencement of tenancy or agree for a reduction in rent.

#### **11. Rent Tribunal to fix or Revise Rent**

The Rent Tribunal on an application by the landlord or tenant will fix or revise, as the case may be, the rent and other charges payable by the tenant as also fix the date from which the revised rent becomes payable.

#### **12. Security Deposit**

Save an agreement to the contrary it shall be unlawful to charge a security deposit in excess of three times the monthly rent. The security Deposit will be refunded to the tenant within one month after vacation of the rental unit after making due deduction of any liability of the tenant.

## Chapter IV

### Rights and Responsibilities of Landlords and Tenants

#### 13. One set of the original Agreement to be given to the Tenant

After a Tenancy Agreement has been signed by both the landlord and tenant; the landlord must give the original signed and registered or notarized agreement to the tenant within fifteen days of the agreement being signed by both the landlord and the tenant in the manner as prescribed.

#### 14. Receipt to be given for Rent paid

- (1) Every tenant shall pay rent and other charges within the stipulated period as in the tenancy agreement or in the absence of such stipulation by the tenth day of the month next following the month for which it is payable and in the event of default the tenant shall be liable to pay simple interest at the prescribed rate for the period by which the rent payment has been delayed.
- (2) Every landlord will give a receipt for all payments made by the tenant on account of rent, including penal interest; advance rent and security deposit and all other charges or fees.

#### 15. Deposit of Rent with Rent Tribunal

- (1) In case the landlord does not accept any rent or other charges or refuses to give receipt the tenant shall send rent and other charges to the landlord by postal money order or through A/c Payee cheque, or in any other manner as prescribed.
- (2) In the event of non acceptance of rent and other charges by any mode of payment by the landlord, the tenant may deposit rent and other charges with the Rent Tribunal.
- (3) On deposit of the rent, the Rent Tribunal shall investigate and pass an order based on facts of the case.
- (4) Any rent and charges not withdrawn for five years by any person entitled to withdraw shall be forfeited by the Government.

#### 16. Maintenance Responsibilities

- (1) Subject to any agreement to the contrary, both the landlord and tenant will be responsible for the respective repairs and maintenance as in Schedule III.

- (2) In case of common facilities shared among the tenants or with the landlord the respective responsibilities of each tenant and landlord will be specified in the Tenancy Agreement
- (3) In the event of tenants refusal to carry out schedule or agrees repairs the landlord shall get the repairs done and deduct the amount from the Security Deposit.
- (4) In case the landlord refuses to carry out the scheduled or agreed repairs, the tenant can get the work done and deduct the same from periodic rent.  
Provided that in no case will the deduction from rent in any one month exceed 50 per cent of the agreed rent for one month.
- (5) In case the unit is uninhabitable without the repairs and the landlord has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant[s], the tenant [s] will have the right to abandon the unit after giving landlord fifteen days notice in writing or approach the Rent Tribunal.

#### **17. Tenant to look after the Rental Unit**

During the tenancy, the tenant must:

- (a) not intentionally or negligently damage the rental unit or permit such damage;
- (b) notify the landlord of any damage as soon as possible;
- (c) take reasonable care of the rental unit and its contents and keep them reasonably habitable having regard to their condition at the commencement of tenancy and the normal incidence of living.

#### **18. Entry with Notice**

- (1) A landlord or the Property Manager may enter a rental unit in accordance with written notice given to the tenant at least 24 hours before the time of entry under the following circumstances:
  - (a) to carry out repairs or replacement or do or get done work in the rental unit;
  - (b) to carry out an inspection of the rental unit for the purpose of determining whether the rental unit is in a habitable state;
  - (c) for any other reasonable reason for entry specified in the Tenancy Agreement.
- (2) The written notice will specify the reason for entry, the day and time of entry between the hours of 7.00 A.M. to 8.00 P.M.

## **19. Information about the property Manager**

In case the landlord has hired a Property manager, the landlord must provide tenant the following information:

- (a) Property Manager's name
- (b) The fact that he is agent of the landlord and employed by the landlord
- (c) If the Property Manager is a Company, name of the company employee who can be contacted in relation to the residential tenancy agreement.

## **20. Role and Responsibilities of Property Manager**

The functions of the Property Manager may include the following:

- (a) collection of rent against receipt;
- (b) getting essential repairs done on behalf of the landlord;
- (c) inspection of the rental unit from time to time;
- (d) Giving notices to tenant [s] for (i) proper maintenance of the rental unit, (ii) delay in payment of rent; (iii) revision of rent; (iv) vacation of rental unit; (v) renewal of tenancy;
- (e) Help in resolution of disputes among tenants and between landlord and tenant [s];
- (f) Other matters relating to Tenancy.

## **21. Cutting off or withholding essential services**

- (1) No landlord or tenant by himself or through any person shall cut off or withhold any essential supply or service in the rental unit occupied by the tenant or the landlord.
- (2) In case of contravention of provisions of subsection (1) and on an application from the tenant or the landlord, as the case may be, the Rent Tribunal after examining the matter may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry.
- (3) The Rent Tribunal may also levy a penalty on the person responsible for cutting off or withholding the essential supply, which may extend upto Rs. \_\_\_\_.
- (4) The Rent Tribunal may direct that compensation be paid to the landlord or tenant if it finds that the application was made frivolously or veraciously.

Explanation:- Essential services include supply or water, electricity, lights in passage, lifts and on staircase, conservatory and sanitary services.

## Chapter V

### Termination of Tenancy by the Landlord or Tenant

#### 22. Termination of Tenancy only in accordance with the Act

A Tenancy may be terminated only in accordance with the Act in the following manner:

- (1) Landlord may give a notice of 3 months to the tenant if:
  - (a) The landlord bonafidely requires possession of rental unit for the purpose of residential occupation by (i) the landlord; (ii) Landlord's spouse; (iii) a child or parent of the landlord;
  - (b) The landlord requires possession of rental unit in order to (1) demolish it (ii) convert it to some other use or (iii) do repairs or renovation that require vacant possession of the unit.
- (2) The landlord may give a notice of 15 days to terminate the tenancy if the tenant:
  - (a) has not paid rent for two months consecutively;
  - (b) has sublet the premises without permission of the landlord;
  - (c) caused substantial damage to the rental unit;
  - (d) caused nuisance or annoyance to the neighbors;
  - (e) used the premises for illegal or immoral purposes.
  - (f) violated any condition set in the Tenancy Agreement
- (3) The tenant may give a notice of two months or two months' rent in lieu of notice, to the landlord to terminate the tenancy in case the tenancy is for more than a year or one month's notice or one month's rent in lieu of notice in case the tenancy is for less than a year.
- (4) In case of fixed period tenancy, the tenancy is terminated at the end of the fixed period and no notice is required to be served to the tenant to vacate the rental unit.
- (5) In case of tenancies of more than five years the landlord may serve a notice of six months to the tenant during the term of tenancy, to vacate the rental unit, at the end of notice period, without giving any reason to terminate the tenancy.  
Provided that the notice does not require the tenant to vacate during a fixed term tenancy.
- (6) In case the rental unit was given to the tenant for use as residence by reason of his being in the service or employment of the landlord, the tenancy will terminate when the tenant ceases to be in such service or employment.

### **23. Notice to be given for Termination**

- (1) If a notice of termination is given in accordance with this Act and the tenant vacates the rental unit in accordance with the notice, the tenancy is terminated on the date set out in the notice.
- (2) A notice of termination need not be given if a landlord and tenant have agreed to terminate the tenancy or if the tenancy is for a fixed period
- (3) The notice of termination shall include: (a) identification of rental unit for which the notice is given; (b) state the date on which the tenancy is to terminate and (c) be signed by the person [s] giving the notice.
- (4) If the notice is given by the landlord, it shall also set out the reasons relating to termination and inform the tenant that:
  - (a) If the tenant vacates the rental unit in accordance with the notice, the tenancy terminates on the date set out in the notice;
  - (b) If the tenant does not vacate the rental unit, the landlord may apply to the Rent Tribunal for an order terminating the tenancy and evicting the tenant; and
  - (c) If the landlord applies for an order the tenant is entitled to dispute the application.

### **24. Vacant Possession to the Landlord**

In case the tenancy is terminated by notice, agreement or order, the landlord will have the right to vacant possession of the rental unit.

### **25. Successor in title to Landlord**

A person other than a landlord who would be entitled to possession (either by purchase or by succession or by any other reason) of the rental unit shall notify the tenant as soon as practical after becoming so entitled that the person would be entitled to possession and that the person who was landlord is no longer landlord and that the tenancy will continue on same terms and conditions as in the existing Tenancy Agreement with the previous landlord.

### **26. Compensation in case of non-vacancy**

A landlord is entitled to compensation of double the monthly rent for the use and occupation of a rental unit by a tenant who does not vacate the unit after his tenancy has been terminated by order, notice or agreement.

**27. Notice for Inspection in case of Sale**

If the Landlord intends to sell the rental unit, he shall give the tenant notice of 14 days before the rental unit is to be made available for inspection of prospective buyers.

**28. Refund of Advance Rent**

Refund of Advance Rent by Landlord where a tenant vacates the premises on a notice given by the landlord under Section 22(1) or Section 22(2)(b) to (f), and the landlord has received rent or any other payment in advance from the tenant, he shall before recovery of possession, refund to the tenant such an amount after deducting the rent and other charges due to him within one month of termination of tenancy.

**29. Payment of Rent during eviction proceedings**

In any proceeding for termination of tenancy by the landlord on any ground, the tenant contests the claim for eviction, the landlord may, at any stage of proceedings, apply to the Rent Tribunal to direct the tenant to pay to the landlord rent payable as under Sections 9 and the Rent Tribunal may order the tenant to make such payment regularly to the landlord by 10<sup>th</sup> of the month and all other charges due from the tenant along with penal charges if any, due to delay in payment of the same.

## **Chapter VI**

### **Rent Tribunals**

#### **30. Constitution of Rent Tribunal**

- (1) The State Government may, by notification, shall constitute such number of Rent Tribunals and at such places as may be deemed necessary by it.
- (2) Where two or more Rent Tribunals are constituted for any area, the State Government may, by general or special order, regulate the distribution of business among them.
- (3) A Rent Tribunal shall consist of one person only (hereafter referred to as the Presiding Officer) to be appointed by the State Government in consultation with the High Court.
- (4) No person shall be eligible to be appointed as Presiding Officer of the Rent Tribunal unless he has for at least ten years been practicing as an Advocate or a Pleader in India.
- (5) The State Government may authorize the Presiding Officer of one Rent Tribunal to discharge the functions of the Presiding Officer of another Rent Tribunal also.

#### **31. Constitution of Appellate Rent Tribunal**

- (1) The State Government shall by notification, constitute such number of Appellate Rent Tribunals and at such places as may be deemed necessary by it.
- (2) Where two or more Appellate Rent Tribunals are constituted for any area, the State Government may, by general or special order, regulate the distribution of business among them.
- (3) An Appellate Rent Tribunal shall consist of one person only (hereafter referred to as the Presiding Officer of the Appellate Rent Tribunal) to be appointed by the State Government in consultation with the High Court.
- (4) No person shall be eligible to be appointed as Presiding Officer of the Appellate Rent Tribunal unless he is a member of the State's (Higher) Judicial Service having not less than fifteen years experience as such.
- (5) The State Government may authorize the Presiding officer of the Appellate Tribunal to discharge the functions of the Presiding Officer of another Rent Tribunal also.



### **32. Jurisdiction of Rent Tribunal and Appellate Rent Tribunal**

Notwithstanding anything contained in any other law for the time being in force, in the areas to which this act extends, only the Rent Tribunal and no civil court shall have jurisdiction to hear and decide the petitions relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under this Act including tenancies and premises covered under subsection 1 of Section 3 of this Act and those covered under the Transfer of property Act, 1882 (4 of 1882).

Provided that Rent Tribunal shall, in deciding such petitions relating to tenancies and premises covered under sub section 1 of section (3) of this Act or those covered under the Transfer of Property Act have due regard to the provisions of Transfer of Property Act, 1882 (4 of 1882), the Indian Contract Act, 1872 (9 of 1872) or any other substantive law applicable to such matter in the same manner in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

### **33. Procedure of Rent Tribunal and Appellate Rent Tribunal**

- (1) Subject to any rules that may be made under this Act, the Rent Tribunal and the Appellate Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure 1908 (5 of 1908) but shall be guided by the principle of natural justice and shall have power to regulate their own procedure.
  - (a) The landlord or tenant may file the petition before the Rent Tribunal accompanied by affidavits and documents if any.
  - (b) The Rent Tribunal then shall issue notice to the opposite party, accompanied by copies of petition, affidavits and documents
  - (c) The opposite party will file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the petitioner.
  - (d) The petitioner may file a rejoinder, if any, after serving the copy to the opposite party
  - (e) The Rent Tribunal will then fix a date of hearing and may hold such summary inquiry as it deems necessary.
- (2) In every case before the Rent Tribunal and the Appellate Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Tribunal and the Appellate Rent Tribunal, where it appears to it that it is necessary in the interest of justice to call a witness for examination or cross-examination and such witness

can be produced, may order attendance for examination or cross examination of such a witness.

- (3) Every notice shall be served through process server of the Tribunal or Civil Court as well as by registered post acknowledgement due or through any other method as may be prescribed; notice duly served by any of these methods shall be treated as sufficient notice.
- (4) Every petition or appeal, so far as possible shall be in the model forms as prescribed.
- (5) The Rent Tribunal shall not ordinarily allow more than three adjournments at the request of a party throughout the proceedings and in case he decides to do so, he shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.
- (6) The time period within which the Tribunal shall decide the petition shall be as follows:
  - (a) All petitions under sections 9 and 10 for fixation or revision of rent shall be decided within 90 days from the day of filing of appeal by the tenant or landlord with the Rent Tribunal.
  - (b) All petitions under clauses (a), (b) of section 22(1) will be decided within 90 days of application to the Rent Tribunal
  - (c) Petitions under 22(2) will be decided within 60 days of application to the Rent Tribunal.
  - (d) All petitions under Section 21(2) will be decided within 15 days of filing of application by the landlord or the tenant[s].

#### **34. Powers of Rent Tribunal and Appellate Rent Tribunal**

- (1) The Rent Tribunal and the Appellate Rent Tribunal for the purpose of discharging their functions under this Act, shall have the same powers as are vested in a Civil Court under the Code of Civil Procedure 1908 (5 of 1908) for the purposes of:
  - (a) summoning and enforcing the attendance of any person and examining him on oath;
  - (b) requiring the discovery and production of document;
  - (c) issuing commission for examination of witness or documents;
  - (d) issuing commission for local investigation;
  - (e) receiving evidence on affidavits;

- (f) dismissing an application or appeal for default or deciding it ex parte;
  - (g) setting aside any order of dismissal of any application or appeal for default or any other order passed by it ex parte;
  - (h) for the execution of its orders and decisions under this Act like decree of a civil court without reference to any civil court;
  - (i) reviewing its orders and decisions;
  - (j) any other matter which may be prescribed.
- (2) Any proceeding before the Rent Tribunal or Appellate Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228 and for the purpose of section 196 of the Indian Penal Code 1860 (45 of 1860) and the Rent Tribunal and the Appellate Rent Tribunal shall be deemed to be a Civil Court for the purposes of sections 195 and chapter XXVI of the code of Criminal Procedure 1973 (2 of 1974).
- (3) For the purpose of holding an inquiry or discharging any duty under this Act, the Rent Tribunal may
- (a) after giving not less than twenty four hours notice in writing, enter and inspect or authorize any officer, subordinate to him, to enter and inspect, any premises at anytime between sunrise and sunset;
  - (b) by written order, require any person to produce for his inspection such books or documents relevant to the inquiry, at such time and at such place as may be specified in the order.
- (4) The Rent Tribunal may, if he thinks fit, appoint one or more persons having special knowledge of the matter under consideration as assessor or valuer to advise him in the proceeding before him.
- (5) Any clerical or arithmetical mistake in any order passed by the Rent Tribunal or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Tribunal on an application received by him in this behalf from any of the parties or otherwise
- (6) The Rent Tribunal may exercise the powers of a Judicial Magistrate for the recovery of the fine under the provisions of the Code of Criminal Procedure 1973 (2 of 1974) and the Rent Tribunal shall be deemed to be a magistrate under the said code for the purposes of such recovery.
- (7) An order made by a Rent Tribunal or an order passed in appeal or revision or review under this chapter shall be executable by the Rent Tribunal as a decree of a

Civil Court and for this purpose, the Rent Tribunal shall have the powers of a Civil Court.

- (8) The Rent Tribunal may set aside an order passed ex parte if the aggrieved party files an application and satisfies him that notice was not duly served or that he was prevented by any sufficient cause from appearing when the case was called for hearing.
- (9) Save as otherwise expressly provided in this Act, every order made by the Rent Tribunal shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.
- (10) The Rent Tribunal shall have the power to effect conciliation between the parties in any case pending before it.

### **35. Appeal, Revision and Review**

- (1) From every final order passed by the Rent Tribunal, an appeal shall lie to the Appellate Rent Tribunal, within the local limits of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along-with copy of such final order.
- (2) The Appellate Rent Tribunal, upon filing an appeal under subsection (1) shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than 30 days from the date of service of notice of appeal on the respondent and the appeal shall be disposed of within a period of one hundred and twenty days from the date of service of notice of appeal on the respondent
- (3) Where the Appellate Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow filing of additional affidavits or documents at any stage of the proceedings in appeal.
- (4) The Appellate Rent Tribunal may, in its discretion pass such interlocutory order during the pendency of the appeal, as it may deem fit.
- (5) While deciding the appeal, the Appellate Rent Tribunal after recording reasons therefore:
  - (a) Confirm, vary, set aside, reverse or modify the order passed by a Rent Tribunal;
  - (b) If necessary, in the interest of justice, remand the case to the Rent Tribunal along-with such direction as it may deem fit;

- (c) The decision of the Appellate Rent Tribunal shall be final and no further appeal or revision shall lie against the order.
- (6) On application of any of the parties and after notice to the parties and after hearing such of them as have desired to be heard, or of its own motion without such notice, the Appellate Rent Tribunal may at any stage transfer any case from one Rent Tribunal to any other Rent Tribunal for disposal.
- (7) Where any case has been transferred under subsection (6) the Rent Tribunal to whom the case has been transferred, subject to any special direction in the order of transfer, proceed from the stage at which it was transferred.

### **36. Execution of the order**

- (1) The Rent Tribunal shall, on application of any party, execute in the manner prescribed, a final order or any other order passed under this Act by adopting any one or more of the following modes namely:
  - (a) attachment and sale of the movable or immovable property of the opposite party;
  - (b) attachment of any one or more bank accounts of the opposite party and satisfaction of the amount of order to be paid from such account;
  - (c) Attachment of salary and allowances of a government servant or employee of any nationalized bank, local authority, corporation, government company;
  - (d) Appointing any advocate as commission on such remuneration as may be fixed or deputing any officer of the Tribunal or local administration or local body for the execution of the order;
  - (e) Delivery of possession of the rental unit to the person in whose favour the decision has been made.
- (2) The Tribunal may, in order to execute the final order or any other order passed under this Act, require the help from the local administration or local body or the police.
- (3) The Rent Tribunal shall conduct the execution proceedings in relation to a final order or any other order passed under this Act in summary manner and dispose of the application for execution made under this section within thirty days from the date of service of notice on opposite party.

## Chapter VII

### Miscellaneous

#### **37. Jurisdiction of civil court barred in respect of certain matters**

Save as otherwise provided in the Act, no civil court shall entertain any suit or proceeding in so far as it relates to fixation of rent payable and matters incidental thereto or to any other matter which the Rent Tribunal is empowered by or under this Act to decide and no injunction in respect of any action taken or to be taken by the Rent Tribunal under this Act, shall be granted by any civil court.

#### **38. Court Fees**

- (1) The provisions of the court fees Act 1870 shall apply in respect of applications and appeals to be presented before the Rent Tribunal.
- (2) The applications for recovery of possession made to the rent Tribunal and the memorandum of appeals presented before the Tribunal shall be treated as suits between the landlord and the tenant for the purposes of computation of court fees.

#### **39. Rent Tribunals to be Public Servants**

All Rent Tribunals and Appellate Rent Tribunals appointed under this Act shall be deemed to be public servants within the meaning of section 21 of the Indian Penal Code 1860 (45 of 1860).

#### **40. Presiding Officers of Appellate Rent Tribunal to Function under High Court**

The Presiding Officer of the Appellate Rent Tribunals shall function under the administrative and disciplinary control of the High Court.

#### **41. Protection of Action taken in Good Faith**

No suit prosecution or other legal proceeding shall lie against any Rent Tribunal or Appellate Rent Tribunal in respect of anything which is in good faith done or intended to be done in pursuance of this Act.

#### **42. Transfer of Pending cases**

On the commencement of this Act, all cases pertaining to the matters in respect of which the Rent Tribunal will have jurisdiction under this Act and pending before the Rent Controlling Authority under the State Rent Control Act or any other court shall stand

transferred to the Rent Tribunal and the Rent Tribunal shall proceed with the matter either de novo or from the stage it was transferred.

#### **43. Power of State Government to remove difficulties**

(1) If any difficulty arises in giving effect to the provisions of this Act, the state government may, by order, make such provisions not inconsistent with the provisions of this Act as may appear to be necessary for removing the difficulty.

Provided that no order shall be made under this Section after the expiry of two years from the commencement of this Act.

(2) Every order made under this Section shall as soon as may be after it is made be laid on the table of Legislative Assembly.

#### **44. Power to Make Rules**

(1) The State Government may, by notification make rules for the purpose of carrying out the provisions of this Act.

(2) All rules made under This Act shall be laid on the table of the legislative assembly.

#### **45. Repeal and Savings**

(1) The State Rent Control Act to the extent it applies to residential premises is hereby repealed.

(2) Notwithstanding such repeal and subject to the provisions of Sections 43, all cases and proceedings under the said Act pending, at the commencement of this Act, shall be continued and disposed of in accordance with the provisions of the repealed Act.

(3) However the plaintiff within a period of 180 days of coming into force of this Act shall be entitled to withdraw any suit or appeal or any other proceeding pending under the Repealed Act with liberty to file fresh petition in respect of the subject matter of such suit or appeal or any other proceeding under and in accordance with the provisions of this Act and for the purposes of limitation such petition shall if it is filed within a period 360 days from the commencement of this Act be deemed to have been filed on the date of filing of the suit which was so withdrawn and in case of withdrawal of appeal or other proceedings on the date on which the suit was filed out of which such appeal or proceeding originated.

## Schedule- I

[See sub-section (1) of section 4]

### Tenancy Agreement between the Landlord and the Tenant of New Tenancies

1. Name and Address of Landlord
2. Name and Address of the Property Manager
3. Name of the Tenant/s
4. No. of Tenants in one rental unit
5. Type of Tenancy:
  - a. Periodic
  - b. Lease for a fixed period
6. Details of rental unit being rented
  - a. Address
  - b. Description of rental unit:
    - (i) Area
    - (ii) No. of rooms
    - (iii) Common areas
7. Other goods and services provided
  - a. Furnishing like fans etc.
  - b. Assured water supply
  - c. Shared facilities (if any) like bath/toilet/water with landlord or other tenants
  - d. Any other service provided by the landlord
8. Condition of the rental unit
  - a. Habitable
  - b. Needs some repairs
9. Maintenance responsibilities of tenants and landlords including those for common areas.
10. Duration of Tenancy:
  - a. Date of beginning of Tenancy
  - b. Date of ending of Tenancy
11. Provision for renewal of tenancy
12. Rent as agreed during the period of tenancy \_\_\_\_ Rs.\_\_\_\_
  - a. Periodicity of payment
  - b. Date by which payable



- c. Payable in cash/cheque/money order
  - d. Paid to whom
  - e. Any late fee to be charged for delay in rental payment
13. Rent to remain fixed during the period of tenancy or to be revised periodically; If yes, periodicity of revision
14. Other charges for (if any)
- a. Electricity (as in lump sum or as per meter)
  - b. Water (as in lump sum or as per meter)
  - c. Local taxes
  - d. Other goods and services (specify)
15. Security deposit paid \_\_\_\_\_Rs.\_\_\_\_\_
16. Advance Rent paid \_\_\_\_\_ Rs. \_\_\_\_\_
17. Purpose for which security deposit can be used
- a. to carry out repairs of damage caused by the tenant
  - b. to provide for difference in rent paid and agreed
  - c. default in rent at the end of lease period at the time of vacation of the rental unit
  - d. pending electricity\ water bills and local taxes

## Schedule- II

[See sub-section (4) of section 4]

### Terms of Tenancy between Landlord and Tenant of Existing Tenancies

1. Name and Address of the Landlord
2. Name of the Tenant
3. Date of commencement of Tenancy
4. Rent paid on commencement of Tenancy
5. Rent last paid prior to commencement of this Act\
6. Description of Rental Unit and Facilities:
  - a. Address
  - b. Area
  - c. No. of rooms
  - d. Furniture and Furnishings
  - e. Facilities provided
7. Any Security deposit paid in the beginning of Tenancy
8. Advance Rent Paid (Ys/No) If yes, Amount Paid \_\_\_\_\_
9. Details of payment of extra charges on account of
  - a. water
  - b. Electricity
  - c. Property tax
  - d. Others (specify)

### **Schedule- III**

[See sub-section (1) of section 16]

#### **Division of Maintenance Responsibilities between the Landlord and the Tenant**

As per Section, the landlord will be responsible for repairs relating to matters falling under Part A and the tenant shall be responsible for matters falling under Part B.

#### **Part A**

##### **Structural Repairs to be got done by the Landlord**

1. Structural Repairs except those necessitated by the damage caused by the tenant.
2. Whitewashing of walls and painting of doors and windows.
3. Changing plumbing pipes when necessary
4. Internal and external electrical wiring and related maintenance when necessary

#### **Part B**

##### **Day-to-Day repairs to be got done by the Tenant**

1. Changing of tap washers and taps
2. Drain cleaning
3. Water closet repairs
4. Wash Basin repairs
5. Bath tub repairs
6. Geyser repairs
7. Circuit breaker repairs
8. Switches and socket repairs
9. Repairs and replacement of electrical equipment except major internal and external wiring change
10. Kitchen fixtures repairs
11. Replacement of knobs and locks of doors, cupboard windows etc.
12. Replacement of flynets
13. Replacement of glass panels in windows, doors etc.
14. Maintenance of gardens and open spaces let out to the tenant.

\*\*\*\*\*