

दुर्गा शंकर मिश्र

सचिव

Durga Shanker Mishra

Secretary



सत्यमेव जयते



1148 (4-2-2019)

भारत सरकार

आवासन और शहरी कार्य मंत्रालय

निर्माण भवन, नई दिल्ली-110011

Government of India

Ministry of Housing and Urban Affairs

Nirman Bhawan, New Delhi-110011

Secy, Housing
[Signature]

11-779 मुख्य सचिव
उत्तराखण्ड शासन
देहरादून

D.O. No. O-17024/230/2018-Housing-UD

July 10, 2019

Dear Utpal,

सं- 2423 / मुख्य सचिव / DS / 20 / 19
दिनांक 12/7 / 2019

संख्या 3463/निस्त-सो/2019
दिनांक : देहरादून 19/8/2019

AS, Housing

15/7/19

(बिनेश कुमार झा)
सचिव
उत्तराखण्ड शासन

As you are aware, Hon'ble Prime Minister has envisioned to provide 'Housing for All' by 2022, when country celebrates seventy-five years of its independence. I am happy to share with you that against the total validated demand of 1 crore houses under Pradhan Mantri Awas Yojana- Urban (PMAY-U), so far around 84 lakh houses have been sanctioned, of which more than 48 lakh are grounded for construction and more than 26 lakh have been completed and delivered to the beneficiaries.

2. India is urbanising rapidly. The share of urban population has increased to 31.16% in 2011 as compared to 27.82% in 2001. A significant portion of this increase can be attributed to the migration to urban areas for various purposes such as education, employment, business, healthcare and improving quality of life. People also migrate from one area of the city to another. Migrants need rental accommodation as it is quick and convenient. As per Census 2011, nearly 1.1 crore houses were lying vacant in the country. Making these and other houses available on rent will complement the vision of 'Housing for All' by 2022.

3. As per the terms of Memorandum of Understanding (MoU) for PMAY-U signed by the States with this Ministry, States have to either legislate new rental laws or amend existing ones on the lines of Model Tenancy Act, circulated by this Ministry.

4. It has been observed that the existing rent control laws are restricting the growth of rental housing and discouraging the owners from renting out their vacant houses. It is imperative to balance the interests of property renter and rentee. The Ministry of Housing and Urban Affairs has prepared a 'Model Tenancy Act', which will balance the rights of owner and tenant and create an accountable and transparent ecosystem for renting the premises in disciplined and efficient manner. This will help various segments of society including migrants, formal and informal sector workers, professionals, students etc. in taking rental accommodation. This will also promote rental housing as a business.

5. A copy of the draft Model Tenancy Act has been placed on the website of this Ministry (<http://mohua.gov.in/>) for seeking comments from the public and all kind of stakeholders.

DSM/15
[Signature]

26.8.2019

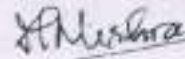
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4335/AS/19

6. Considering that Model Tenancy Act will form the basis for amending existing or promulgating new State Tenancy Act, I solicit your personal attention and request you to kindly send your comments/views on the draft Model Act (copy enclosed) within 15 days i.e. latest by 26.07.2019.
7. This may kindly taken up on priority.

With warm regards,

Yours Sincerely,



(Durga Shanker Mishra)

Encl: As above.

Shri Utpal Kumar Singh,
Chief Secretary,
Government of Uttarakhand,
4 Subhash Road, Uttarakhand Secretariat,
Dehradun - 248 001.

(100 20/07/2019)
2019
2019/07/20

The Model Tenancy Act, 2019

Arrangement of Clauses

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THE MODEL TENANCY ACT, 2019

An Act to establish the Rent Authority for regulating renting of premises in an efficient and transparent manner and to balance the interests of owner and tenant by establishing adjudicating mechanism for speedy dispute redressal and to establish Rent Court and Rent Tribunal to hear appeals and for matters connected therewith or incidental thereto.

WHEREAS India celebrates seventy fifth year of its independence in 2022 and by then Government is committed to provide housing for all;

AND WHEREAS the existing rent control laws are restricting the growth of rental housing segment and discourage the landowners from renting out their vacant premises;

AND to balance the interests of landowner and tenant and to create an accountable and transparent environment for renting the premises in disciplined and efficient manner to promote inclusive and sustainable ecosystem to various segments of society including migrants, formal and informal sector workers, professionals, students and urban poor;

AND to notify the rules for residential and non-residential premises and further to develop the policies to promote balanced rental housing by developing different options of rental housing like individual units, dormitories, hostels, co-living, co-housing, paying guest and employee housing and outline the roles of various stakeholders in order to ensure housing for all;

Be it enacted by the (State/UT Legislature) in the Seventieth Year of the Republic of India as follows:

CHAPTER I

PRELIMINARY

1. (1) This Act may be called the (Name of State/UT) Tenancy Act, of (Name of State/UT) 2019. Short title, extent and commencement.
 - (2) It shall extend to the whole State of (Name of State/UT);
 - (3) It shall come into force on such date as the State/UT Government may, by notification in the Official Gazette appoint and different dates may be appointed for different provisions of the Act.
2. In this Act, unless the context otherwise requires, - Definitions.

(a) "agreement" or "tenancy agreement" means the written agreement executed by the landowner and the tenant as required under this Act;

(b) "landowner" whether called landlord or 'Lessor' or by any other name, means a person who, for the time being is receiving, or is entitled to receive, the rent of any premises, on his/her own account, if the premises were let to a tenant, and shall include his successor-in-interest:

Provided that where a person is receiving rent for any premises or is entitled to so receive, on account of or on behalf of, or for the benefit of, any other person who cannot enter into a contract (such as minor, person with unsound mind etc.), whether as a trustee, guardian or receiver then, the said trustee, guardian or receiver shall also be a landowner for the purposes of this Act.

41 of 2006

(c) "local authority" means a Village Panchayat or Panchayat Samiti or Zila Parishad or Municipal Corporation or a Municipal Council or a Nagar Panchayat or a Planning/Development Authority, by whatever name called, or the Cantonment Board under Cantonment Act, 2006 or such other body entitled to function as a local authority in any village or town or city, constituted under any law for the time being in force;

1 of 1996

(d) "person with disability" has the same meaning as assigned to it in Persons with Disability (Equal Opportunities, Protection of Rights and Full Participation) Act, 1995;

(e) "premises" means any building or part of a building which is, or is intended to be, let separately for the purpose of residence or commercial or educational use, except for industrial use and includes-

i) the garden, garage or closed parking area, grounds and out-houses, if any, appertaining to such building or part of the building,

ii) any fitting to such building or part of the building for the more beneficial enjoyment thereof,

but does not include hotel, lodging house, dharamshala or inn etc.;

(f) "Property Manager" means a person or company who is authorized by the landowner to manage the premises and who represents the landowner in his dealings with the tenant;

(g) "Rent Authority" means an officer appointed under Section 29;

(h) "Rent Court" means a Rent Court constituted under Section 32;

(i) "Rent Payable" in relation to any premises means the rent as per Section 8;

(j) "Rent Tribunal" means Rent Tribunal constituted under Section 33;

(k) "Schedule" means the Schedule annexed to this Act;

(l) "Sub-Tenant" means to whom tenant sublets whole or part of the premises held by 'Tenant' or transfers or assigns his/her rights in the

tenancy agreement or any part thereof upon prior written consent of landowner.

(m) "Tenant" or 'Lessee' means a person by whom or on whose account or on behalf of whom the rent of any premises is, or, but for a contract express or implied, would be payable for any premises and includes any person occupying the premises as a sub-tenant and also, any person continuing in possession after the termination of his tenancy whether before or after the commencement of this Act; but shall not include any person against whom any order or decree for eviction has been made;

3. Nothing in this Act shall apply to:

(a) Any premise(s) owned or promoted by the Central or State or Union Territory Government or Local Authority or a Government undertaking or enterprise or a statutory body or cantonment board;

(b) Premise(s) owned by a company, university or organization given on rent to its employees as part of service contract;

(c) Any premise(s) owned by religious or charitable institutions as may be specified by notification;

(d) Any premise(s) owned by any trust registered under the Public Trust Act of the State;

43 of 1995 (e) Any premise(s) owned by Wakfs registered under the Wakf Act, 1995;

(f) Any other building and/or category of building(s) specifically exempted in public interest through notification:

Provided that owner of the premise(s) falling under any of the category mentioned in clause (a) to clause (f) above, wishes that the tenancy agreement entered into by them be regulated under the provisions of this Act, the owner may inform the Rent Authority to do so under Section 4 of this Act.

Act not to apply to certain premises.

CHAPTER II

TENANCY

4. (1) Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing, which shall be informed to the Rent Authority by the landowner and tenant jointly, in the form specified in the First Schedule, within a period of two months from the date of agreement.

Tenancy Agreement.

(2) Where the landowner and the tenant fail to jointly present a copy of the tenancy agreement under sub-section (1) as the case may be, such landowner and the tenant shall separately file the particulars about such

Agreement + Rent
Period Rule

tenancy within a period of one month from the date of expiry of the period as specified in sub-section (1).

(3) Every agreement referred in sub-section (1) shall be in such manner and within such period as may be prescribed. The Rent Authority shall put in place a digital platform in the local vernacular or state language for enabling submissions of document within three months after setting up of the Rent Authority.

(4) The Rent Authority after receiving such information about tenancy agreement, shall provide a unique identification number to the parties and upload the details of tenancy agreement on its website compulsorily in local vernacular or State language, in the form and manner prescribed, within seven days from date of receipt of tenancy agreement along with prescribed documents.

(5) Information provided as per sub-section (1) shall be taken as evidence of facts relating to tenancy and matters connected therewith and in absence of any statement of information, the agreement shall not be received as evidence of the facts in any court of law.

5. (1) All tenancies entered into after the commencement of this Act shall be for a period as agreed between the landowner and the tenant and as specified in the tenancy agreement. Period of tenancy.

(2) The tenant may approach the landowner for renewal or extension of the tenancy, within the period agreed to in the tenancy agreement, prior to the end of tenancy period and if agreeable to the landowner, enter into a new tenancy agreement with the landowner on mutually agreed terms and conditions.

(3) If a tenancy for a fixed term ends and has not been renewed and 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, for a maximum period of six months.

Provided that on the expiry of the said extended period of six months, the tenant shall be a tenant in default and liable to pay the rent as provided in Section 22 of this Act.

6. The terms of agreement executed between landowner and tenant, shall be binding upon their successors in the event of the death of the landowner or tenant and in such case, their successors shall have same rights and obligations as agreed in tenancy agreement for the remaining period of the tenancy. Rights and duties of successor in case of death

7. (1) After the commencement of this Act, no tenant shall without the prior consent in writing of the landowner: Restriction on subletting.

(a) sublet whole or part of the premises held by him as a tenant;

(b) transfer or assign his rights in the tenancy agreement or any part thereof.

(2) Where the premises are sublet upon consent of landowner as per sub-section (1) above, the tenant shall notify the landowner the complete details of sub-tenant or sub-lessee along with rent and security payable by him/her, date of commencement or termination of sub-tenancy, as the case may be, within a period of one month of such commencement or termination.

CHAPTER III RENT

8. The rent payable in relation to a premise shall be, the rent agreed to between the landowner and the tenant as per the terms of the tenancy agreement. Rent payable.

9. (1) Revision of rent between the landowner and the tenant shall be as per the terms set out in the Tenancy Agreement. Revision of rent.

(2) Save as agreed otherwise in the agreement, the landowner shall 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 sub-section (2) of Section 9 above, fails to give the notice of termination of tenancy to landowner, in such case the tenant shall be deemed to have accepted whatever rent increase has been proposed by the landowner.

(4) In case the premises have 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 premises for a rent that is higher than the rent (or the proportionate rent) charged by the landowner to the tenant.

(6) Where the landowner, after the commencement of tenancy and with agreement with the tenant has incurred expenditure on account of improvement, addition or structural alteration in the premises occupied by the tenant, which does not include repairs necessary to be carried out under Section 15, the landowner may increase the rent of the premises by an amount as agreed between the landowner and the tenant, prior to the commencement of the work and such increase in rent shall become effective from one month after the completion of work.

Rule
10. The Rent Authority on an application by the landowner or tenant, will fix or revise, as the case may be, the rent and other charges payable by the tenant and also fix the date from which the revised rent becomes payable as prescribed under rules. Rent Authority to fix or revise rent.

11. (1) The security deposit to be paid by the tenant in advance shall be as determined by the agreement and as agreed mutually between 'the Landowner and the Tenant' subject to a maximum of two months' rent in case of residential property and, minimum of one month's rent in case of non-residential property.

Security deposit

(2) The security deposit shall be refunded to the tenant at the time of taking over vacant possession of the premises, after making due deduction of any liability of the tenant,

CHAPTER IV

OBLIGATIONS OF LANDOWNER AND TENANT

Rules

12. After the tenancy agreement has been executed by both the landowner and tenant; the landowner must give one original signed copy of agreement to the tenant within fifteen days of the agreement being signed by both the landowner and the tenant in the manner as prescribed.

One set of original agreement to be given to the tenant.

13. (1) Every tenant shall pay rent and other charges payable within the stipulated period as agreed in the tenancy agreement executed between the landowner and the tenant.

Receipt to be given for rent paid.

(2) Every tenant who makes payment of rent or other charges payable or advance towards such rent or other charges to his landowner shall be entitled, against acknowledgement, to obtain forthwith from the landowner or his property manager, a written receipt for the amount paid to him, signed by the landowner or his property manager:

Provided that where the rent or other charges have been paid by the tenant to the landowner through the electronic medium, the bank acknowledgment shall be considered as proof of payment.

Rules

14. (1) Where the landowner does not accept the rent and other charges payable or refuses to give a receipt, the rent and other charges shall be sent to the landowner by postal money order or any other method as prescribed under the rules consecutively for two months, and if the landowner does not accept the rent and other charges within this period, then the tenant may deposit the same with the Rent Authority.

Deposit of rent with the Rent Authority.

(2) On deposit of the rent, the Rent Authority shall investigate the case and pass an order based on facts of the case.

(3) The withdrawal of rent and other charges payable, deposited under sub-section (1), shall not operate as an admission against the landowner or any other fact stated by the tenant, if the landowner withdraws it to the extent of the rent.

15. (1) Notwithstanding any agreement in writing to the contrary, the landowner and the tenant shall be bound to keep the premises in a good condition as it was at the commencement of the tenancy, except for normal wear and tear, and shall be responsible for the respective repairs and maintenance as specified in the Second Schedule of this Act or as have been mentioned in the Tenancy Agreement executed between landowner and tenant.

Repair and maintenance of property.

(2) In case of common facilities shared among the tenants or with the landowner the respective responsibilities of tenant and landowner shall be governed by the terms of Tenancy Agreement.

(3) In the event of tenant's refusal to carry out scheduled or agreed repairs the landowner shall get the repairs done and deduct the amount from the Security Deposit:

Provided that if the cost for the scheduled or agreed repairs exceed the security deposit, the tenant shall be liable to pay the same to the landowner within a period of one month from the issuance of notice to tenant by the landowner.

(4) In case the landowner 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, the deduction by tenant from monthly rent on account of repair of the premises; shall exceed fifty percent of agreed monthly rent, payable by tenant.

(5) In case the premises becomes uninhabitable in absence of repairs and the landowner has refused to carry out the required repairs, after being called upon to get the repairs done in writing by the tenant, the tenant will have the right to vacate the premises and handover the possession to landowner, after giving landowner fifteen days' notice in writing or with the permission of the Rent Authority.

16. During the tenancy, the tenant must -

(a) not intentionally or negligently damage the premises or permit such damage;

(b) notify the landowner of any damage, as soon as possible;

(c) take care of the premises and its contents including fitting and fixtures and keep it reasonably habitable having regard to its condition at the commencement of tenancy and the normal incidence of living.

Tenant to look after the premises.

17. (1) A landowner or the property manager may enter a premise in accordance with written notice or notice through electronic medium

Entry with notice.

served to the tenant at least twenty-four hours before the time of entry under the following circumstances:

- (a) to carry out repairs or replacement or do or get work done in the premises;
- (b) to carry out an inspection of the premises for the purpose of determining whether the premises are in a habitable state;
- (c) for any other reasonable purpose for entry as specified in the Tenancy Agreement.

(2) The written notice or notice through electronic medium will specify the reason for entry, the day and time of entry between 7 AM to 8 PM.

5 PM

18. In case the landowner has engaged a property manager, the landowner must provide tenant the following information -

Information about the property manager.

- (a) property manager's name;
- (b) the proof that he is authorized by the landowner;
- (c) if the property manager is a company, name of the company and the concerned person who can be contacted in relation to the tenancy agreement etc.

19. The functions of the property manager may include the following -

Role and responsibilities of property manager.

- (a) collection of rent against receipt;
- (b) getting essential repairs done on behalf of the landowner;
- (c) inspection of the premises from time to time;
- (d) giving notice to tenant for (i) proper maintenance of the premises, (ii) delay in payment of rent; (iii) revision of rent; (iv) take possession of premises upon vacation; (v) renewal of tenancy;
- (e) help in resolution of disputes among tenants and between landowner and tenant;
- (f) any other matters relating to tenancy.

20. (1) No landowner or property manager or tenant either by himself or through any person shall cut-off or withhold any essential supply or service in the premises occupied by the tenant or the landowner.

Cutting off or withholding essential supplies or services.

(2) In case of contravention of provisions of sub-section (1) and on application from the tenant or the landowner, as the case may be, the Rent Authority after examining the matter may pass an interim order directing the restoration of supply of essential services immediately pending the inquiry referred to in sub-section (3).

(3) The Rent Authority shall conduct an inquiry against the application made by the landowner or the tenant, as the case may be, and complete the inquiry within one month of filing of such application.

Rules

(4) The Rent Authority may direct for compensation on the person responsible for cutting off or withholding the essential supply, as may be prescribed.

Rule

(5) The Rent Authority may levy a penalty be paid to the landowner or tenant if it finds that the application was made frivolously or vexatiously.

Explanation- Essential services includes supply of water, electricity, piped cooking gas supply, lights in passages, lifts and on staircase, conservancy, parking, communication links and sanitary services etc.

CHAPTER V

REPOSSESSION OF THE PREMISES BY THE LANDOWNER

21. (1) A tenant shall not be evicted during the continuance of tenancy agreement except in accordance with the provisions of sub-section (2).

Repossession of the premises by the landowner.

(2) The Rent Court may, on an application made to it in the manner prescribed, make an order for the recovery of possession of the premises on one or more of the following grounds, namely: -

(a) that the landowner and tenant have failed to agree to the rent payable under Section 8;

(b) that the tenant has not paid the arrears in full of rent payable and other charges payable as specified in sub-section (1) of Section 13 for two months, including interest for delayed payment as may be specified for in the tenancy agreement or prescribed, as the case may be, within one month of notice of demand for the arrears of such rent and all charges payable being served on him by the landowner in the manner provided in sub-section (4) of Section 106 of the Transfer of Property Act, 1882:

Rules

4 of 1882

Provided that no order for eviction of the tenant on account of default of payment of rent shall be passed, if the tenant makes payment to the landowner or deposits with the Rent Court all arrears of rent including interest within one month of notice being served on him:

Provided further that this relief shall not be available again, if the tenant defaults in payments of rent consecutively for two months in any one year subsequent to getting relief once;

(c) that the tenant has after the commencement of this Act, parted with the possession of whole or any part of the premises without obtaining the written consent of the landowner;

(d) that the tenant has continued misuse of the premises even after receipt of notice from the landowner to stop such misuse.

Explanation - For the purpose of this clause, "misuse of premises" means encroachment of additional space by the tenant or use of premises which

causes public nuisance or causes damage to the property or is detrimental to the interest of the landowner or for immoral or illegal purposes;

(e) that the premises or any part thereof are required by the landowner for carrying out any repairs or building or rebuilding or additions or alterations or demolition, which can not be carried out without the premises being vacated:

Provided that the re-entry of the tenant after such repairs, rebuilding, addition, alteration etc. will be allowed only when it has been mutually agreed to between the landowner and the tenant and the new tenancy agreement has been submitted with the Rent Authority:

Provided further that re-entry of the tenant shall not be allowed in the absence of such mutual agreement submitted with the Rent Authority and also in cases where the tenant has been evicted under the orders of the Rent Court.

(f) that the premises or any part thereof are required by the landowner for carrying out any repairs, building, rebuilding, additions, alterations or demolition, for change of its use as a consequence of change of land use by the competent authority;

Explanation: For the purpose of the clause the term 'competent authority' shall mean any Local Bodies or any other Authority, which provides permission for repair or redevelopment or demolition of building or permission for change in land use etc.;

(g) that the tenant has given written notice to vacate the premises and in consequence of that notice the landowner has contracted to sell the accommodation or has taken any other step, as a result of which his interests would seriously suffer if he is not put in possession of that accommodation.

(3) In any proceedings for eviction under clause (e) of sub-section (2), the Rent Court may allow eviction from only a part of the premises, if the landowner is agreeable to the same.

22. A landowner is entitled to get compensation of double of the monthly rent for two months and four times of the monthly rent thereafter, for the use and occupation of a premise by a tenant who does not vacate the premises after his tenancy has been terminated by order, notice or as per agreement.

Compensation in case of non-vacancy.

23. (1) Where a landowner exercises the right of recovery of possession under sub-section (2) of Section 21, and he had received any 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.

Refund of advance rent by the landowner.

Rules

(2) If any default is made in making any refund, the landowner shall be liable to pay interest at such rate as may be prescribed from time to time on the amount which he has omitted or failed to refund.

24. (1) In any proceedings for recovery of possession on any ground other than that referred to in clause (a) or clause (b) of sub-section (2) of Section 21, the tenant contests the claim for eviction, the landowner may at any stage of proceedings, apply to the Rent Court to direct the tenant to pay to the landowner rent payable, as under Section 8, and the Rent Court may order the tenant to make such payment and all other charges due from the tenant along with penalty, if any, due to delay in the same, as per sub section (1) of Section 13.

Payment of rent during eviction proceedings.

(2) In any proceeding between the tenant and the landowner, the tenant shall have the right to continue paying rent as per sub section (1) of section 13 during pendency of such proceedings.

25. Where the landowner proposes to make any improvement or construct any additional structure on any premises which has been let to a tenant and the tenant refuses to allow the landowner to make such improvement or construct such additional structure and the Rent Court on an application made to it in this behalf by the landowner is satisfied that the landowner is ready and willing to commence the work, the Rent Court may permit the landowner to do such work and may make such other order as it may think fit.

Permission to build additional structures.

26. Notwithstanding anything contained in Section 21, where any premises which have been let comprising vacant land, upon which it is permissible under the byelaws, for the time being in force to erect any building, whether for residence or for any other purpose, and the landowner proposing to erect such building is unable to obtain possession of the same from the tenant by agreement with him and the Rent Court, on an application made to it in this behalf by the landowner, is satisfied that the landowner is ready and willing to commence the work and that the severance of the vacant land from the rest of the premises shall not cause undue hardship to the tenant, the Rent Court may-

Special provision regarding vacant sites.

- (a) direct such severance;
- (b) place the landowner in possession of the vacant land;
- (c) determine the rent payable by the tenant in respect of the rest of the premises; and
- (d) make such other orders as it thinks fit in the circumstances of the case.

27. Notwithstanding anything contained in any other law for the time being in force, where the interest of a landowner in any premises is determined for any reason whatsoever and any order is made by the Rent Court under this Act for the recovery of possession of such premises, the

Vacant possession to landowner.

order shall, subject to the provision of sub-section (3) of Section 21, be binding on all occupants who may be in occupation of the premises and vacant possession thereof shall be given to the landowner by evicting all such occupants therefrom.

28. (1) Every tenant who is in possession of any premises to which this Act applies shall observe all the terms and conditions of the tenancy agreement and shall be entitled to the benefits thereof.

Provision regarding notice of giving up possession by the tenant.

(2) Notwithstanding anything in this Act or any other law for the time being in force, the tenant may give up possession of the premises on giving such notice as is required under the tenancy agreement and in the absence of any stipulation relating to such notice, the tenant shall give notice to the landowner of at least one month before giving up possession of the premises.

CHAPTER VI

APPOINTMENT OF RENT AUTHORITIES, THEIR POWERS, FUNCTIONS AND APPEALS

29. The District Collector shall, with the previous approval of the State/UT Government, appoint an officer, not below the rank of Deputy Collector to be the Rent Authority for the area within his jurisdiction to which this Act applies.

Appointment of Rent Authority

30. The Rent Authority shall have the same powers as are vested in Rent Court under the act, in any proceeding under Section 4, 9, 10, 14, 15 and 20 of the Act. The procedure as laid in Section 35 and 38 of the Act shall be followed in disposal of such applications.

Power and procedure of Rent Authority.

31. (1) An appeal shall lie against the order of the Rent Authority made under this Act before the Rent Court having territorial jurisdiction.

Appeals

(2) An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Authority.

CHAPTER VII

RENT COURTS & RENT TRIBUNALS

32. (1) The State/UT Government may, by notification, constitute such number of Rent Court in as many areas as may be deemed necessary by it:

Constitution of Rent Court.

Provided that where in a State/UT there already exists a Rent Court, the State/UT Government may designate the same as the Rent Court under this Act:

Provided further that where in a State/UT there does not exist a Rent Court, the State/UT Government may designate any other Court established under any other law as the Rent Court under this Act.

(2) Where two or more Rent Courts are constituted for any area, the State/UT Government may, by general or special order, regulate the distribution of business among them.

✓ (3) A Rent Court may consist of two members to be appointed by the State/UT Government in consultation with the High Court.

(4) No person shall be eligible to be appointed as Presiding Officer of the Rent Court unless he is member of the State Higher Judicial Service and no person shall be eligible to be appointed as a Member of the Rent Court unless he is from the State Judicial Service.

(5) The State/UT Government may, in consultation with the High Court, authorize the Presiding Officer of one Rent Court to discharge the functions of the Presiding Officer of another Rent Court also.

} Presiding officers
has not suits

33. (1) The State/UT Government may, by notification, constitute such number of Rent Tribunals at such places as may be deemed necessary by it and notify a Rent Tribunal as Principal Rent Tribunal, where more than one Tribunal is constituted:

Constitution of Rent Tribunal.

Provided that where in a State/UT there already exists a Rent Tribunal, the State/UT Government may designate the same as the Rent Tribunal under this Act:

Provided further that where in a State/UT there does not exist a Rent Tribunal, the State/UT Government may designate any other Tribunal established under any other law as the Rent Tribunal under this Act.

(2) The Rent Tribunal shall be headed by a Principal Appellate Member and comprise of two other Members, and the senior most judge shall function as Principal Appellate Member and shall have the power to transfer appeal cases from one member of the Appellate Tribunal to another member whenever deemed necessary, and similarly the Principal Appellate Tribunal may on an application or suo-motu transfer a suit from one Rent Tribunal to other Rent Tribunal, and all the members of Rent Tribunal shall be appointed by the State/UT Government in consultation with the High Court.

(3) No person shall be eligible to be appointed as Principal Appellate Member of the Rent Tribunal unless he has been a High Court Judge and no person shall be eligible to be appointed as a Member of the Rent Tribunal unless he is from the State Higher Judicial Service.

34. Notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Court and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Authority under Section 30, to hear and decide the applications relating to disputes between landowner and tenant and matters connected with and ancillary thereto covered under this Act:

Jurisdiction of
Rent Court.

4 of 1882
9 of 1872

Provided that the Rent Court shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act, 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.

5 of 1908

Rules

35. (1) Subject to any rules that may be made under this Act, the Rent Court and the Rent Tribunal shall not be bound by the procedure laid down by the Code of Civil Procedure, 1908 but shall be guided by the principle of natural justice and shall have power to regulate their own procedure, and the Rent Court or the Rent Tribunal, as the case may be, shall adopt the following procedure, namely -

Procedure of
Rent Court
and Rent
Tribunal.

(a) the landowner or tenant may file an application before the Rent Court or, as the case may be, the Rent Tribunal accompanied by affidavits and documents, if any;

(b) the Rent Court or, as the case may be, the Rent Tribunal shall then issue notice to the opposite party, accompanied by copies of application, affidavits and documents;

(c) the opposite party shall file a reply accompanied by affidavits and documents, if any, after serving a copy of the same to the applicant;

(d) the applicant may file a rejoinder, if any, after serving the copy to the opposite party;

(e) the Rent Court or, as the case may be, the Rent Tribunal shall then fix a date of hearing and may hold such summary inquiry as it deems necessary:

(2) The Rent Court or, as the case may be, the Rent Tribunal shall endeavor to dispose the case as expeditiously as possible which shall not be more than a period of sixty days from the date of receipt of the application or appeal:

Provided further that where any such application or the case may be, appeal could not be disposed of within the said period of sixty days, the Rent Court or, as the case may be, the Rent Tribunal shall record its reasons in writing for not disposing of the application or appeal within that period.

(3) In every case, before the Rent Court and the Rent Tribunal the evidence of a witness shall be given by affidavit. However, the Rent Court

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

5 of 1908

(4) The provisions of the Code of Civil Procedure, 1908 regarding service of summons shall be applicable *mutatis mutandis* for service of notice by the Rent Court or Rent Tribunal.

Rules

(5) Every application or appeal, so far as possible shall be in the model forms as prescribed.

Rules

(6) The Rent Court 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, it shall record the reasons for the same in writing and order the party requesting adjournment to pay the reasonable cost.

(7) All applications under clause (a), (b), (c), (e), (f) and (h) of sub-section (2) of Section 21 shall be decided within ninety days of filing of application to the Rent Court.

(8) All applications under clauses (d) of sub-section (2) of Section 21 shall be decided within thirty days of filing of application to the Rent Court.

97 is
(g) no
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this man
(earned)

5 of 1908

36. (1) The Rent Court and the Rent Tribunal for the purpose of discharging their functions under their Act, shall have the same powers as are vested in a civil court under the Code of Civil Procedure, 1908 for the purposes of, -

Powers of
Rent Court
and Rent
Tribunal.

(a) summoning and enforcing the attendance of any person and examining him on oath;

(b) requiring the discovery and production of documents;

(c) issuing commissions for examination of the witnesses 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) execution of its order and decisions under this Act without reference to any civil court;

(i) reviewing its orders and decisions;

(j) any other matter which may be prescribed.

45 of 1860

(2) Any proceedings before the Rent Court or Rent Tribunal shall be deemed to be a judicial proceeding within the meaning of Section 193 and 228, and for the purpose of Section 196, of the Indian Penal Code 1860

2 of 1974 and the Rent Court and the Rent Tribunal shall be deemed to be a civil court for the purposes of Section 195 and Chapter XXVI of the Code of Criminal Procedure, 1973.

(3) For the purpose of holding any inquiry or discharging any duty under this Act, the Rent Court 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 any time 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 Court may, if it thinks fit, appoint one or more persons having special knowledge of the matter under consideration as an assessor or valuer to advise the court in the proceeding before it.

(5) Any clerical or arithmetical mistake in any order passed by the Rent Court or any other error arising out of any accidental omission may, at any time, be corrected by the Rent Court on an application received by it in this behalf from any of the parties or otherwise.

2 of 1974 (6) The Rent Court may exercise the powers of a Judicial Magistrate First Class for the recovery of the fine under the provisions of the Code of Criminal Procedure, 1973 and the Rent Court shall be deemed to be a Magistrate under the said code for the purposes of such recovery.

(7) An order made by a Rent Court or an order passed in appeal or revision, or review under this Chapter shall be executable by the Rent Court as a decree of a civil court and for this purpose, the Rent Court shall have the powers of a civil court.

(8) The Rent Court may set aside any order passed ex-parte if the aggrieved party files an application and satisfies it 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 Court shall, subject to decision in appeal, be final and shall not be called in question in any original suit, application or execution proceedings.

37. (1) For every final order passed by the Rent Court, an appeal shall lie to the Rent Tribunal, within the local limits, of whose jurisdiction the premises are 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. Appeal to Rent Tribunal.

(2) The Rent Tribunal, upon filing an appeal under sub-section (1) shall serve notice, accompanied by copy of appeal to the respondent and fix a hearing not later than thirty 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 Rent Tribunal considers it necessary in the interest of arriving at a just and proper decision, it may allow documents at any stage of the proceedings in appeal, however, this facility would be available to the applicants only once during the hearing.

(4) The 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 Rent Tribunal after recording reasons therefor confirm, set aside or modify the order passed by a Rent Court.

(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 Principal Rent Tribunal may at any stage transfer any case from one Rent Court to any other Rent Court for disposal.

(7) Where any case has been transferred under sub-section (6), the Rent Court 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.

38. (1) The Rent Court 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: -

Execution of the order.

(a) delivery of possession of the premises to the person in whose favor the decision has been made;

(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) appointing any advocate or any other competent person including officers of the Rent Court or local administration or local body for the execution of the order.

(2) The Rent Court may take the help from the local government or local body or the local police for the execution of its orders:

Provided that the police assistance shall be obtained subject to payment of such cost by the litigants as may be decided by the Rent Court.

(3) The Rent Court shall conduct the execution proceedings in relation to any 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 VIII
MISCELLANEOUS

39. The State/UT Government may, in consultation with the Rent Authority or the Rent Court or the Rent Tribunal appoint such officers and employees as it considers necessary for the efficient discharge of their functions under this Act. Officers and other employees of the Rent Authority, Rent Court and Rent Tribunal.
- Rule* (2) The salary and allowances payable to, and the other terms and conditions of service of, the officers and of the employees of the Rent Authority or the Rent Court or the Rent Tribunal, as the case may be, appointed under sub-section (1) shall be such as may be prescribed: Authority, Rent Court and Rent Tribunal.
- Provided that where in a State/UT there already exists a Rent Authority or a Rent Court or a Rent Tribunal, the State/UT Government may designate the existing officers and employees as the officers and employees of the Rent Authority or the Rent Court or the Rent Tribunal, as the case may be, under this Act.
40. (1) Save as otherwise provided in this Act, no civil court shall entertain any application or suit or proceeding in so far as it relates to the provisions of this Act. Jurisdiction of civil courts barred in respect of certain matters.
- (2) The jurisdiction of the Rent Court shall be limited to tenancy agreement submitted to it as per First Schedule and the question of title and ownership of premises shall be beyond its jurisdiction.
- 7 of 1870 41. (1) The provisions of the Court Fees Act, 1870 shall apply in respect of applications or appeals to be presented before the Rent Court or Rent Tribunal or Rent Authority, as the case may be. Court fees.
- (2) The applications for recovery of possession made to the Rent Court and the memorandum of appeals presented before the Rent Tribunal shall be treated as suits between the landowner and the tenant for the purposes of computation of court fees.
- (3) The court fees on the application filed before the Rent Authority shall be same as of an interlocutory application presented in a civil court.
- 45 of 1860 42. All members of Rent Court, Rent Tribunal and Rent Authority appointed under this Act shall be deemed to be public servants within the meaning of Section 21 of the Indian Penal Code, 1860. Members etc. to be public servants.
43. No suit, prosecution or other legal proceeding shall lie against any Rent Court or Rent Tribunal or Rent Authority in respect of anything which is in good faith done or intended to be done in pursuance of this Act. Protection of action taken in good faith.
44. The State/UT Government may, by notification, make rules to carry out the provisions of this Act. Power to make rules.

45. Every rule made by a State Government or the Union Territory Government, as the case may be, under this Act shall be laid as soon as may be, after it is made, before the State Legislature, or the Union territory Legislature, as the case may be, where it consists of two Houses, or where such legislature consists of one House, before that House.

Laying of rules.

46. (1) If any difficulty arises in giving effect to the provisions of this Act, the State/UT Government may, by order, not inconsistent with the provisions of this Act, remove the difficulty:

Power to remove difficulties.

Provided that no such order shall be made after the expiry of a period 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 before each House of State Legislature/UT Legislature.

47. (1) The State/UT Rent Control Act applicable is hereby repealed.

Repeal and savings.

(2) Notwithstanding such repeal and subject to the provisions of this Act all cases and other 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 said Act, as if the said Act had continued in force and this Act had not been passed:

Provided that the plaintiff within a period of One Hundred Eighty 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 application 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 application if it is filed within a period of two hundred and seventy days from the commencement of this Act, be deemed to have been filed on the date of filing of the suit which was 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.

FIRST SCHEDULE

[See Section 4(1)]

FORM FOR INFORMATION OF TENANCY

To,

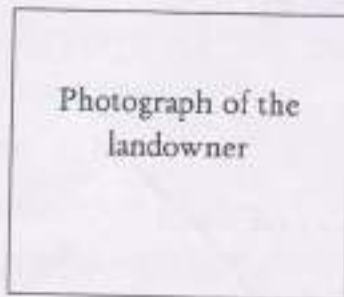
The Rent Authority

(Address)

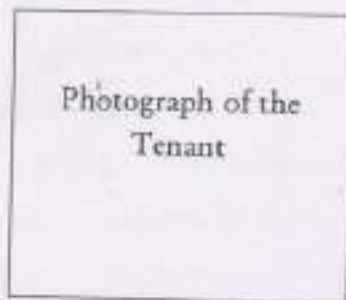
1. Name & Address of the Landowner, including email id and Contact details : _____
2. Name & Address* of the Property Manager (if any), including email id and Contact details : _____
3. Name(s) & Address* of the Tenant, including email id/and Contact details : _____
4. Description of previous tenancy, if any : _____
5. Description of premises let to the tenant including appurtenant land, if any : _____
6. Date from which possession is given to the tenant : _____
7. Rent payable as in Section 7 : _____
8. Furniture and other equipment provided to the tenant : _____
9. Other charges payable : _____
 - a. Electricity
 - b. Water
 - c. Extra furnishing, fitting and fixtures
 - d. Other services
10. Attach rent/lease agreement, if any : _____
11. Duration of tenancy (period for which let) : _____
12. PAN No. of landowner : _____
13. Aadhar No. of landowner : _____
14. PAN No. of tenant : _____

15. Aadhar No. of tenant: _____
* Include email and mobile number.

Name and Signature
of Landowner:



Name and Signature
of Tenant:



- Encl: 1. Rent/Lease Agreement
2. PAN & Aadhar self-attested copies of landowner
3. PAN & Aadhar self-attested copies of tenant

SECOND SCHEDULE

[See Section 15(1)]

DIVISION OF MAINTENANCE RESPONSIBILITY BETWEEN THE LANDOWNER AND THE TENANTS

As per Section 15, the landowner shall 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

Responsibilities of the Landowner

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

Part B

Periodic 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 changes
10. Kitchen fixtures repairs
11. Replacement of knobs and locks of doors, cupboard, windows etc.
12. Replacement of fly-nets
13. Replacement of glass panels in windows, doors etc.
14. Maintenance of gardens and open spaces let out to or used by the tenant.
