

1946

*Present: de Silva J.*ASIA UMMA, *et al.*, Appellants, and CADER LEBBE, Respondent.

236—C. R. Colombo, 95,122.

Lessor and lessee—Expiry of term of lease—Right of lessee to plead Rent Restriction Ordinance thereafter—Rent Restriction Ordinance, No. 60 of 1942, s. 5.

Where a person enters into a lease for a definite term the relationship of landlord and tenant expires at the end of the term and the lessee cannot, thereafter, rely on the Rent Restriction Ordinance to continue the tenancy.

A PPEAL from a judgment of the Commissioner of Requests, Colombo.

J. Fernandopulle, for the plaintiffs, appellants.

M. I. M. Haniffa (with him *M. Abdulla*), for the defendant, respondent.

May 22, 1946. DE SILVA J.—

The plaintiffs in this case had by bond No. 1116 in May, 1941, leased certain premises situated at Kuruwe street, Colombo, for a term of three years commencing on May 1, 1941, for a consideration of Rs. 216 paid

¹ (1861) 9 H. L. C. 114 at 146.

² (1841) 1 Dr and W. 1.

in advance. The lease expired on April 30, 1944, but the defendant continued in occupation. The plaintiffs therefore instituted this action for ejection of the defendant and for damages at Rs. 7·50 per mensem commencing from May 1, 1944, till he took delivery of possession. The defendant in his answer made certain claims in respect of repairs made by him, and also in respect of the occupation of part of the premises by one Cader, and also relied on the Rent Restriction Ordinance to continue the tenancy. The learned Commissioner of Requests after trial rejected the claim of the defendant for repairs and in respect of the occupation of part of the premises by Cader but refused to make order for ejection on the ground that the premises were not reasonably required by the plaintiff for her own use.

In appeal Mr. Fernandopulle for the plaintiffs-appellants has raised a point that the relationship of landlord and tenant expired with the expiry of the terms of the lease and that thereafter the parties were in the position of owner and trespasser, and therefore the Rent Restriction Ordinance had no application.

The provisions of the Rent Restriction Ordinance seem to contemplate the case of a tenancy which is terminable by notice, and though there is reference to the rent provided in a lease in section 5 of the Ordinance that reference is to the rent payable during the term of the lease. Where a person enters into a lease for a definite term it seems to me that the relationship of landlord and tenant expires at the end of the term, and it cannot therefore be said that there is a tenancy as between the parties. I am, therefore, of the opinion that the Rent Restriction Ordinance has no application in this case. I allow the appeal and enter judgment in favour of the plaintiffs as prayed for with costs in the Court of Requests and of appeal.

Appeal allowed.
