1964 *Present :* **Tambiah, J.**

A. R. M. BARDEEN, Appellant, *and* W. A. A. DE SILVA, Respondent

S. C. 42/64 (R. E.)—C. R. Colombo, 86347

Rent Restriction Act, No. 29 of 1948, as amended by Act No. 10 of 1961—Section 13 (1A) (b)—Meaning and effect of the phrase " arrears of rent "—Notice to quit—Payment of portion of rent thereafter—Maintainability of action.

Where, after a landlord gives his tenant three months' notice of termination of tenancy in terms of section 13 (1A) of the Rent Restriction Act, the tenant pays all rents due up to and including the second month of the period of notice, an action in ejectment is not maintainable if it is filed soon after the end of the third month of the period of notice but before the expiry of one month after the rent for that month has become due. The phrase " arrears of rent " at the end of sub-section (*b*) of section 13 (1A) necessarily refers to the phrase " rent in arrears for one month after it became due ", as used previously in the same section.

APPEAL from a judgment of the Court of Requests, Colombo.

B. A. R. Candappa, for the Defendant-Appellant.

V. Thillainathan, for the Plaintiff-Respondent.

Cur. adv. vult.

December 8, 1964. TAMBIAH, J.—

The Respondent filed this action on the 5th of November 1963 to eject the Appellant from premises No. 20/9, Mews Street, Slave Island, Colombo, on the ground that the rent had been in arrears.

The following facts are not contested. The Appellant had paid all rents up to February 1963. On the 30th of July 1963, the Respondent gave notice to quit, giving the Appellant three months' time to quit the said premises. On the 2nd of September 1963, rents up to the end of August 1963 were paid in by the Appellant. On the 28th of September 1963, he paid in rents up to the end of September 1963.

The Respondent contended that the rent for a particular month was payable on the first of that month but the learned Commissioner of Requests has held that rent for a particular month was only payable at the end of that month.

The learned Commissioner of Requests, in giving judgment for the Respondent, states "It appears clear therefore that at the time the notice to quit was given on 30.7.63 giving the tenant three months' notice of termination of the tenancy, the rent for March to May 1963 was in arrears for one month after such rent became due. Even at the date action was filed, the rent for October 1963 was in arrears for one month after it *became* due".

Counsel for the Respondent contended that once a tenant has been in arrears for one month after it became due, the landlord was vested with a right to bring an action to eject the tenant under the provisions of section 13 of the Rent Restriction Act No. 29 of 1948, before it was amended. The amending Act No. 10 of 1961 gave a concession to the tenant to tender to the landlord all arrears of rent due up to the termination of the notice and since the Appellant has not paid the sum for October 1963 on the date when the action is brought, the Respondent's right to eject the Appellant was in no way affected.

He conceded that in order to succeed in his contention the words "up to the date of the termination of notice" should be read into the statute after the words "tendered to the landlord all arrears of rent" in section 13 (1A) (*b*) of the Rent Restriction Act, as amended by Act No. 10 of 1961. I cannot agree. It is a cardinal rule of construction that words should not be read into a statute unless clear reason for it is to be found within the four corners of the statute itself (vide *Vickers v. Evans* [1]). The Courts cannot arrogate to themselves the functions of the Legislature and should confine themselves to the task of interpretation.

The relevant provisions of the Rent Restriction Act (supra), as amended by Act No. 10 of 1961, read as follows:

> "(1A) The landlord of any premises to which this Act applies shall not be entitled to institute any action or proceedings for the ejectment of the tenant of such premises on the ground that the *rent of such premises has been in arrear for one month after it has become due*—
>
> (*a*) if the landlord has not given the tenant three months' notice of the termination of the tenancy; or
>
> (*b*) if the tenant has, before such date as is specified in the landlord's notice of such termination, tendered to the landlord all *arrears of rent*."

The phrase "arrears of rent", as used at the end of sub-section (*b*) above, necessarily referred to the previous "rent in arrears for one month after it became due", as used previously in the same section.

It is the intention of the Legislature to give an opportunity to the tenant to pay the arrears of rent, which forms the basis on which the action is brought, within three months of the notice given by the landlord. If the tenant is in arrears of rent for a subsequent period, the landlord

[1] *(1910) L. J. K. B. p. 955.*

is given the right to bring another action on that basis. If the contention of the Respondent is to be accepted, new obligations are imposed on the tenant. He has to pay not only the rents claimed to be in arrears for one month after it became due in the plaint, but also all rents payable up to the end of the month terminating the tenancy.

It was not the intention of the Legislature to impose new obligations on the tenant. Even if a doubt is entertained, the Courts will lean to a construction that an enactment is not intended to impose a serious new obligation, but only to provide new or better means of enforcing an existing obligation (vide *Finch v. Bannister*[1]; *Gaby v. Palmer*[2]; Craies on Statute Law (5th Edn.) p. 111). While the words in a statute should be construed according to the context (Craies ibid p. 150, 160), it is a sound rule of construction to give the same meaning to the same words occurring in different parts of an Act of Parliament (vide *Courtauld v. Legh*[3]).

Adopting these canons of construction, this action cannot be maintained. I am of the view that the finding that, at the date the action was filed, the appellant was in arrears of rents for October 1963, for one month after it had become due, cannot be supported in view of the learned Commissioner's finding that rent for a particular month became due only after the end of that month. Therefore the plaintiff cannot maintain this action.

For these reasons, I set aside the judgment and the order of the learned Commissioner of Requests and dismiss the plaintiff's action with costs. The appellant is entitled to the costs of the appeal.

Appeal allowed.