



**REPUBLIC OF KENYA**

**IN THE BUSINESS PREMISES RENT TRIBUNAL**

**TRIBUNAL CASE NO. E507 OF 2020 (NAIROBI)**

**ELIZABETH NTHUKU T/A**

**CHICKEN KOOL FRIES.....1<sup>ST</sup> APPLICANT/TENANT**

**SARAH KOOL.....2<sup>ND</sup> APPLICANT/TENANT**

**VERSUS**

**RANK GLOBAL MANAGEMENT LIMITED .....1<sup>ST</sup> RESPONDENT /LANDLORD**

**NEXTGEN AUCTIONEERS.....2<sup>ND</sup> RESPONDENT**

**RULING**

1. The tenant moved this Tribunal on **16<sup>th</sup> September 2021** by way of reference and a notice of motion application seeking restraining orders against the Landlord which were granted by the Tribunal on **17<sup>th</sup> September 2021**.
2. The Tenant is in arrears of **Kshs. 52,000/-** which she sought to defray in installments of **Kshs. 3,000/-** per month until completion.
3. On **10<sup>th</sup> September 2021**, the Landlord proceeded to distress for rent without seeking leave of the Tribunal by sending the 2<sup>nd</sup> Respondent to proclaim the Tenant's business equipment contrary to the express provisions of **Cap 301**.
4. The Tenant through their letters dated **30<sup>th</sup> April 2021** and **7<sup>th</sup> March 2021** had requested for a 50% rebate on the monthly rent on the grounds that their business was facing difficulty as a result of the Covid-19 pandemic.
5. The Tribunal is persuaded that the Tenant was facing difficulties in paying rent and observes that the Landlords had been advised by Government to be lenient and to agree to the rent rebate especially for the businesses that had been closed as a result of the pandemic.
6. The Tenant does not dispute the fact that they are in arrears of **Kshs. 52,000/-** having accrued as they paid the rebated rent rates of **Kshs. 12,000/-, Kshs. 15,000, Kshs. 18,000/-** and eventually **Kshs. 20,000/-**.
7. Having shown the willingness to clear their arrears, the Tribunal then proceeds to order as follows;
  - a) The upshot is that the Tenant's reference and application dated **16<sup>th</sup> September 2021** are hereby allowed.
  - b) That the proposal by the Tenant to defray their arrears in installments of **Kshs. 3,000/-** per month until clearance of the **Kshs. 52,000/-** is hereby allowed.
  - c) The tenant shall continue to pay the full rent at the rate of **Kshs. 20,000/-** per month.
  - d) The notice issued by the Landlord is defective and cannot stand.
  - e) Each party shall bear their own costs.
  - f) for the **Tenant** and in the absence of the **Interested Party**.

**HON A. MUMA**

**VICE CHAIR**

**BUSINESS PREMISES RENT TRIBUNAL**

**Ruling** dated, signed and delivered virtually by **Hon A. Muma** this 2<sup>nd</sup> day of **February, 2022** in the presence of **Elizabeth Nthuku (Tenant)** in person and in the absence of the **Landlord**.

**HON A. MUMA**

**VICE CHAIR**

**BUSINESS PREMISES RENT TRIBUNAL**