



**Kenya Plantation Agricultural Workers Union v Kiptagich Tea Estate Limited  
(Cause E080 of 2024) [2025] KEELRC 1198 (KLR) (30 April 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1198 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
CAUSE E080 OF 2024**

**J RIKA, J**

**APRIL 30, 2025**

**BETWEEN**

**KENYA PLANTATION AGRICULTURAL WORKERS UNION ..... CLAIMANT**

**AND**

**KIPTAGICH TEA ESTATE LIMITED ..... RESPONDENT**

**RULING**

1. The Claimant is a registered trade union, representing among others, unionisable Employees, of tea estates.
2. It filed an application dated 8<sup>th</sup> January 2025 seeking two orders: the first, is that pending hearing and determination of the main suit, an order of temporary injunction is issued, restraining the Respondent and/or its agents, from victimizing, harassing, threatening to evict and demolish its staff houses, and/or interfering with its dismissed Employees' peaceful and quiet occupation of the staff quarters; and the second, is that in the alternative to the first, the Respondent is ordered to offer alternative accommodation to the affected Employees, pending hearing and determination of the application.
3. The application is founded on the affidavit of the Claimant's Deputy General Secretary, Timothy Kipkemboi, sworn on 8<sup>th</sup> January 2025.
4. Kipkemboi states that affected Employees were issued letters to show cause by the Respondent. They were not able to respond in time. They were also unable to attend disciplinary hearings subsequently held. They were served notices to vacate staff quarters, on 20<sup>th</sup> November 2024. The Respondent is demolishing the staff quarters. The Respondent is in violation of the Employees' right of housing, under Section 31 of the *Employment Act*.
5. The application is opposed through the affidavit of David K. Saina, Respondent's Human Resource Manager, sworn on 22<sup>nd</sup> January 2025. He states that the application is in abuse of the process of the Court. The Employees were lawfully dismissed. They were issued letters to show cause, and invited



for disciplinary hearing. They ignored both. They were validly dismissed. Housing was provided to them, as an employment benefit. It is a benefit that expired with the end of their employment. The application has no merit.

6. Parties agreed to have the application considered and determined, on the strength of their affidavits and submissions. The latter were confirmed to be on record, at the last mention, on 19<sup>th</sup> March 2025.

**The Court Finds:**

7. Parties agree that the concerned Employees, have already been dismissed from employment.
8. They may still be members of the Claimant Union, but are no longer Employees of the Respondent.
9. There is no obligation imposed on an Employer, under Section 31 of the *Employment Act*, to provide housing or housing allowance, to an ex-Employee.
10. The Claimant has not established that the ex-Employees, have any legal or equitable foundation, to continue staying in Respondent's houses. They have not disclosed any occupational, tenancy or mortgage rights, to warrant the Court to grant the orders on housing. There is no basis to order the Respondent to secure alternative accommodation, for its ex-Employees. Their right to reside in the staff quarters, ended with their employment. Whether the Respondent is demolishing or not demolishing its own houses, is not a matter that should concern ex-Employees, with no real or vestigial interest, in those houses. The application is misconceived.

It is Ordered:

- a. The application dated 8<sup>th</sup> January 2025, filed by the Claimant, is declined.
- b. Costs to the Respondent.

**DATED, SIGNED AND DELIVERED TO THE PARTIES ELECTRONICALLY AT NAKURU  
THIS 30<sup>TH</sup> DAY OF APRIL 2025.**

**JAMES RIKA**

**JUDGE**

