

GHAFFAR
v.
VIVIAN PERERA

SUPREME COURT.
BANDARANAYAKE, J.,
M. D. H. FERNANDO, J. AND
KULATUNGA, J.
S.C. APPEAL NO. 23/88
S.C. SPECIAL L.A. NO. 10/88
L.A. NO. 22/77
M.C. WATTALA NO. 43/RE
JULY 9, 1992.

Landlord and tenant – Notice – Rent Restriction (Amendment) Act, No. 12 of 1966.

Held:

Where the statute does not prescribe the period of notice, the common law requirement of one month's notice is applicable.

Under the Rent Restriction (Amendment) Act, No. 12 of 1966 the requirement of one month's arrears and three months' notice of termination were maintained for premises of which the standard rent exceeded Rs. 100/- per mensem. In regard to premises of which the standard rent did not exceed Rs. 100/- a month, the new section 12A further restricted the ground of ejection available to a landlord by requiring three months' arrears but no provision was made in regard to the period of notice of termination of tenancy. Accordingly the common law requirement of one month's notice of termination once again became applicable.

Thus in 1969 since the standard rent of the premises in suit did not exceed Rs. 100/- per mensem, section 12A required three months' arrears, but the requirements of three months' notice contained in section 131 (A) was inapplicable. Hence one month's notice of termination was sufficient.

APPEAL from judgment of the Court of Appeal.

D. R. P. Gunatilleka for defendant-appellant.
S. Ediriweera for substituted plaintiff-respondent.

Cur adv vult.

July 9, 1992.

M. D. H. FERNANDO, J.

The only question which arises in this appeal is whether in 1969 the Plaintiff-Respondent, the landlord of the premises, the standard rent

of which did not exceed Rs. 100/- per mensem, was required to give – as he did – **one month's** notice of termination of the tenancy, or **three months'** notice.

Under Section 13 (1) of the Rent Restriction Act (Cap. 274) as originally enacted in 1948, the landlord of any premises to which the Act applied was entitled to eject the tenant on the ground of arrears of rent for one month. No provision was made in regard to notice of termination of the tenancy, and hence the common law requirement of one month's notice was applicable.

The Rent Restriction (Amendment) Act, No. 10 of 1961, introduced a new section 13 (1A) restricting the landlord's right to ejection on the ground of arrears of rent for one month: he was required to give **three months'** notice of termination. The common law requirements of **one month's** notice was thus superseded, in the case of **all** premises to which the Act applied.

The Rent Restriction (Amendment) Act, No. 12 of 1966, drew a distinction between premises the standard rent of which exceeded Rs. 100/- per mensem, and those which did not exceed Rs. 100/- per mensem. In regard to the former, the requirements of one month's arrears, and **three months'** notice of termination, were maintained, despite the amendment of sections 13 (1) and 13 (1A): those provisions continued to apply, but only to such premises. In regard to the latter, the new section 12 A further restricted the ground of ejection available to a landlord, by requiring **three months' arrears**, but no provision was made in regard to the period of notice of termination of tenancy. Accordingly, the common law requirement of **one month's** notice of termination once again became applicable.

Thus in 1969 since the standard rent of the premises in suit did not exceed Rs. 100/- per mensem, section 12A required three months' arrears, but the requirement of three months' notice contained in section 13 (1A) was inapplicable. It is common ground that one month's notice of termination had been given: the landlord was, therefore, entitled to succeed. The order of the Court of Appeal was right, and the Defendant-Appellant's appeal is dismissed with costs. The stay order made stands dissolved.

BANDARANAYAKE, J. – I agree.

KULATUNGA, J. – I agree.

Appeal dismissed.