1954 *Present :* **Gunasekara J.**

C. V. S. CORERA, Appellant, *and* S. MUTTUCUMARU *et al.*, Respondents

S. C. 7—C. R. Colombo, 46,054

Rent Restriction Act, No. 29 of 1948—Joint landlords—"Reasonable requirement" of premises for some only of them—Tenant's liability then to be ejected—Sections 13 (1) (c), 27—Interpretation Ordinance (Cap. 2), s. 2.

Where there are two joint landlords, they cannot obtain possession of premises under proviso (c) of Section 13 (1) of the Rent Restriction Act unless they prove that the premises are reasonably required for occupation as a residence for both of them. The tenant cannot be ejected if there is proof of reasonable requirement of the premises for only one of them.

[1] *(1799) 8 T. R. 300.*

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

H. V. Perera, Q.C., with *M. L. de Silva*, for the defendant-appellant.

C. Thiagalingam, Q.C., with *H. W. Tambiah*, *S. Sharvananda* and *T. Parathalingam*, for the plaintiffs-respondent.

Cur. adv. vult.

October 11, 1954. GUNASEKARA J.—

This is an appeal from an order of the Commissioner of Requests, Colombo, for the ejectment of a tenant from premises to which the Rent Restriction Act, No. 29 of 1948, applies. They had been let to the appellant by the two respondents, who are co-owners, and the tenancy had been duly terminated. The learned commissioner has held that the premises are reasonably required for occupation as a residence for one of the landlords. The question for decision is whether this finding is sufficient to bring the case within paragraph (*c*) of the proviso to section 13 (1) or whether the landlords have to prove that the premises are reasonably required for occupation as a residence for both of them.

The subsection provides that no action for the ejectment of the tenant of any premises to which the Act applies shall be instituted in any court unless the Rent Control Board has authorized its institution. It is enacted by the proviso that the authorization of the Board shall not be necessary in any case where " (*c*) the premises are, in the opinion of the Court, reasonably required for occupation as a residence for the landlord or any member of the family of the landlord, or for the purposes of the trade, business, profession, vocation or employment of the landlord ". It is contended for the appellant that by reason of the provisions of section 2 of the Interpretation Ordinance (Cap. 2) the word " landlord " must be read as " landlords ", where there are more landlords than one, and therefore the respondents must prove that the premises are reasonably required for occupation as a residence for both of them.

In the English case of *McIntyre v. Hardcastle* [1], where two landlords claimed possession of a house on the ground that one of them required it for occupation as a residence for herself, the Court of Appeal considered the effect of a provision which is somewhat similar to paragraph (*c*) of the proviso to section 13 (1) of our Act. That provision, which is in schedule 1 paragraph (*h*) of the Rent and Mortgage Interest Restrictions (Amendment) Act, 1933, empowers the court to make an order for the ejectment of a tenant from a dwelling house if " the dwelling house is reasonably required by the landlord . . . . for occupation as a residence for (i) himself; or (ii) any son or daughter of his over 18 years of age ; or (iii) his father or mother ". In the case of *Baker v. Lewis* [2] it

[1] [*1948*] *1 All E. R. 696.* [2] [*1946*] *2 All E. R. 592*; [*1947*] *1 K. B. 186.*

had been held that by reason of the provisions of the Interpretation Act, 1889, section 1, the word " landlord " in this passage includes the plural where there is more than one landlord, and Asquith, L.J., had said :

> Where there are two or more joint beneficial owners, (i), (ii) and (iii) of (*h*) should, I think, be read as follows : in (i) for " himself " read " themselves ", in (ii) for " any son or daughter of his " read " any son or daughter of theirs " and in (iii) read " their father or mother ". Where, read in this way, neither (i), (ii) nor (iii) has any application such beneficial owners would fail, for instance, if they proceed under (ii) and are not a married couple with a child, or if they proceed under (iii) and have not got a parent in common ; but they would fail in that case not because there are several of them or because they are not a " landlord " within the opening words of the section, but because they could not bring themselves within the language of (i), (ii) or (iii), construed in the way I suggest.

In *McIntyre v. Hardcastle* [1] Tucker, L.J., who delivered the judgment of the court, quoted these words and said :

> All kinds of difficulties have been suggested as likely to follow whichever interpretation is accepted by us. I do not think that the legislature contemplated this situation at all when this paragraph was framed, and, therefore, I feel driven to interpret it merely in the light of the actual language used. Looking at it in that way, I feel convinced that the interpretation put on it by Asquith, L.J., was the correct one and I do not desire to attempt to put into better language that which he so clearly expressed in the judgment which I have just read.

For these reasons it was held that where there were two landlords they could obtain possession of the house under this provision only if it was required for occupation as a residence for both of them.

I do not think that a situation such as the one which has arisen in the present case was contemplated by our legislature any more than by the British Parliament. The observation that the enactment must be interpreted merely in the light of the actual language used appears to be just as applicable in the present case as in *McIntyre v. Hardcastle* [1]. Though the language that is construed in that case is not quite the same as the language of our enactment, there is sufficient similarity to yield the same result. It seems to me, moreover, that the same result is also reached upon a consideration of the definition of " landlord " in section 27 of the Act, which provides that " ' landlord ', in relation to any premises, means the person for the time being entitled to receive the rent of such premises ". It follows that, by reason of the provision in the Interpretation Ordinance that unless there be something repugnant in the subject or context words in the singular number shall include the plural, the word " person " in the definition of " landlord " must be read

[1] *[1948] 1 All E. R. 696.*

as " persons " ; and it must therefore be proved that the premises are required for occupation as a residence for the persons for the time being entitled to receive the rent.

For these reasons I set aside the order made by the learned commissioner and I dismiss the action with costs in this court and the court below.

Appeal allowed.