

1964

*Present : Sri Skanda Rajah, J.*

K. A. A. EDWARD, Appellant, and H. DHARMASENA,  
Respondent

*S. C. 258 of 1963—D. C. Kandy, 7024/L*

*Landlord and tenant—Calendar month's notice to quit—Computation—Rent Restriction Act.*

Where there is a contract of monthly tenancy, a calendar month's notice given and received by the tenant before the date on which the monthly tenancy commences, requiring him to quit on or before the last day of the following month on which the monthly tenancy ends, is sufficient notice.

*Abeywickrema v. Karunaratne* (63 C. L. W. 23) not followed.

**A**PPEAL from a judgment of the Court of Requests, Colombo.

*C. R. Gunaratne*, for the Defendant-Appellant.

*Vernon Jonklaas*, for the Plaintiff-Respondent.

December 2, 1964. SRI SKANDA RAJAH, J.—

In this case the tenancy commenced on the first of a month and notice was received by the tenant on the 30th August, 1962, to quit "on or before the 30th November, 1962". Under the law applicable at that time to premises to which the Rent Control Act applied three months' notice had to be given.

Reliance is placed by the appellant on my judgment in *Abeywickrema v. Karunaratne*<sup>1</sup> in which I had held that a notice given on the 13th day of October, 1959, to take delivery of possession of the premises on the 30th November, 1959, was not sufficient notice as the tenancy began on the 1st day of the month, and, therefore, the landlord would have been entitled to take delivery only on the 1st day of December, 1959. I had there taken too restricted a view of the law.

I would interpret the notice in the present case to mean that the tenant could quit "at the end of 30th November, 1962": it was open to him to quit even before the 30th November, 1962, but he had the right in law to stay on till the midnight of the 30th. I would hold that the notice in this case is sufficient notice. The law in our view is that a calendar month's notice is sufficient notice in a month to month tenancy: a calendar month's notice given and received by the tenant before the date on which the monthly tenancy commences, to quit on the last day of the following month on which the monthly tenancy ends is sufficient notice.

I, therefore, dismiss the appeal with costs.

MANICAVASAGAR, J.—I agree.

*Appeal dismissed.*

<sup>1</sup> (1962) 63 C. L. W. 23.