

**IN THE DISTRICT COURT HELD AT TESHIE NUNGUA ON THURSDAY THE 3<sup>RD</sup>**  
**DAY OF AUGUST, 2023 BEFORE HER HONOUR PRISCILLA SOPHIA YEBOAH**

**SUIT NO. GTNDC/A9/33/22**

**GRACE NAA DEI NEEQUAYE**  
**HOUSE NO. 45 QUAYE STREET**  
**TESHIE – TEBIBIANO, ACCRA**

**PLAINTIFF**

**VRS:**

**DARE DIMITRI**  
**HOUSE NO. 45 QUAYE STREET**  
**TESHIE – TEBIBIANO, ACCRA**

**DEFENDANT**

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**JUDGMENT**

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This case originated from the Rent Office, Accra whose recommendations were forwarded to this Court requesting the issuance of an effective order under Section 17 (1) and (9) of the Rent Act 1963, Act 220 to do the following:

- 1) Enforce complains to refund Respondent's balance of rent of GH¢1,700 as from February 2022 to July 2023.
- 2) Eject Respondent from the premises forthwith.
- 3) Make such orders as to cost or in connection with the proceedings or whatever may redeem fit.

Defendant/Respondent opposed the recommendations by the Rent office and pleaded not liable.

**Section 6 (2) of the rent Act, Act 220 1963 “without prejudice to the provisions of this Act and any regulations made thereunder, a District Magistrate shall decide any matter which has been required by the Act to be determined by him or if such matter has been referred to him by the Minister or the appropriate Rent Officer by or under this Act. Subject to the provisions of this Act and any regulations made under, a District Magistrate functioning as a Rent Magistrate for the purpose of this Act shall have the same powers and observe the same procedure as a District Magistrate has in observe in the exercise of his ordinary jurisdiction.**

The above provisions does not rule out the requirement of producing persuasive evidence on a preponderance of probabilities on the person who is required to make a good case or to avoid a ruling against him/her.

On account of the above provisions and by virtue of the Respondent’s not liable plea and explanation as found on the record

1. This Court concluded preliminary that there are triable issues hence the case was set down for trial after attempt at mediation by the Court Connected ADR failed.

## **BRIEF FACTS OF THE CASE**

On the 10<sup>th</sup> of February 2022, the Rent Officer conducted a hearing based on an earlier summons initiated by the Applicant. The evidence of the Rent Officer adduced on that date is to the effect that, the Respondent was rented one of the Applicant rooms for two years at an agreed rate of GH¢100. Later, Respondent requested for some amenities such as toilet and bathroom and paid additional monies which the parties agreed to use the expenses incurred for the additional work to offset as rent. They therefore agreed

that respondent is entitled to four years rent and no more two years. I wish to emphasize that no dispute arose out of the above agreement.

The controversies which has triggered the instant action are that;

- 1) The Respondent is alleged to have demanded her unutilized rent back because the Applicant failed to tile her room which Respondent felt needed to be tiled. This however is outside the initial expenses agreed on.
- 2) Respondent is further alleged to have created nuisance in the house by bringing in people to rain insults and disrespected the Applicant.

The case of the Applicant is that she managed to raise Respondent balance per her request but Respondent rejected the money and informed the Applicant that she would no longer vacate the place. Further, Respondent has a habit of abusing the Applicant upon the slightest misunderstanding hence, the complaint to the Rent Office for Respondent ejectment.

According to the Rent Officer's proceedings, Respondent argued that she is not quarrelsome, and portrays no nuisance behavior.

Respondent further stated that Complainant (Applicant) is very troublesome and has vowed to make her stay uncomfortable. Respondent however mentioned that she has no intention to vacate the premises.

Subsequently the rent officers record of proceedings shows that upon hearing the Respondent, the Applicant requested to recover the premises urgently for her stay as Respondent life is a threat to Applicant's life.

The records of the Rent Officer states that hearing was adjourned for Complainant to refund respondent's unutilized rent advance balance as well as to determine the matter

but Respondent failed to reappear during the next hearing hence, the determination of the matter by the Rent Officer as follows:

### **Rent officers' decision**

The rent officer reported thus "From the foregone, it has been revealed that Respondent may have been Guilty of Deportment which is a nuisance or displeasure to the Complainant on the premises contrary to Section 17(1) (c) of Act 220 hence the recommendation which same is referred to this Court for adoption and endorsement to wit:

- 1) Enforce Complainant to refund Respondent balance of rent GH¢1700 representing rent from February 2022 to July 2023.
- 2) Eject the Respondent from the premises forthwith.
- 3) Make such orders as cost as the Court deems it fit.

### **ISSUES**

- 1) Enforce Complainant to refund Respondent balance

I think what the Rent Officer intends to say is that the Court should compel the Respondent to accept the balance of the rent from February 2022 to July 2023.

The last proceedings of the case dated 15<sup>th</sup> December 2022, the Applicant is on record to have asked the following question:

**Q:** It's been 12 months now since you requested for a refund so what are you still doing in my house?

**ANS:** We agreed on a date for you to refund my money but you did not honour promise and when you were ready, I also saw that the money had devalued.

Complainant/Applicant ended her question without challenging the answer of Respondent. That being the case, I hold that the Respondent account that Complainant delayed in refunding the money at an agreed date is right.

In contract, time is always of essence. The Rent Officer failed to give time lines for the refund or probe to know why Complainant did not honour her word. Respondent may be right in some sense if the money had devalued then the refund may be meaningless if she has to look for extra funds to top-up. Justice and good conscience will not allow the Complainant to refund the money anytime she wants. In the law of equity, we say equity will always help the vigilant and not the indolent also delay will always defeat equity. Since the Complainant/Applicant does not challenge the evidence of the Respondent that the Complainant delayed in the refund, I hold that the Respondent is entitled to stay in the house and exhaust her rent to the full. The decision to refund Respondent's money was agreed upon in the presence of witnesses and if Complainant doubted what Respondent said, she could have called those witnesses which did not happen.

I conclude on this issue that the Respondent is entitled to exhaust her rent to the fullest.

## 2) Ejectment of Respondent :

It is part of the Rent Officer's recommendation that Respondent has breached Section 17 (1) (c) and (g) of the Rent Act 1963, Act 220. Respondent on the other hand denied the claim. Section 17(1)(c) where the tenant or any person residing with him has been Guilty of the nuisance or annoyance to adjoining occupiers.

- a) Where the premises are reasonable required by the landlord for personal occupation as a dwelling house by himself, a member of his family or any person to his whole time employment, such premises being constructed to be used as a dwelling house etc.

I have scrutinized the final recommendations of the Rent Officer which reads **“from the foregone, it has been revealed that the Respondent may have been Guilty of Deportment which is a nuisance or displeasure to the Complainant on the premises contrary to the above provisions.**

It is right to say that a Tenant who insults a Landlord without any cause or deports persons to attack and insult people is Guilty of nuisance.

Section 17(1) (g) also allows for recovery of possession where the Landlord requires the room for her personal use or close family use.

The Respondent right from the onset at the proceedings denied the act of nuisance. The Rent Officer failed to take evidence from Complainant to substantiate her claim. The house is a Compound house, are there other Co-Tenants who might have heard or seen no such cogent evidence was led, how often did the incident occur? Where is the proof?

The Rent Officer adjourned the case for Complainant to refund any rent advance balance to Respondent as well as the determination of the matter. The Rent Officer by her conduct determined the matter before hearing or taking evidence, probably, that accounted for the absence of the Respondent because due process in line with the rules of natural justice was violated.

I shall dismiss the final recommendations of the Rent Officer

Also Section (1) (g) (1) The Magistrate/Judge must be satisfied that the Landlord requires the accommodation.

- 1) That the Judge having regards to all the circumstances of the case including alternative accommodation available for persons for whose occupation are so required.

The initial complaint did not include the Landlord requirement of the room for her personal or family use. That application came in after the final decision was made. Here again, the Rent Officer violated the audi alterutrum rules. Respondent was not given the right to be heard on this application.

Further Applicant apart from making sweeping statement had nothing to prove that indeed the room was in need. It was an afterthought on Complainant side when she realized Respondent was going to cause a delay in the process.

For breach of the rules of evidence and natural justice rules, I shall dismiss the recommendations of the Rent Officer and order the Applicant to allow the Respondent enjoy her quiet possession of her Rented Apartment till her rent expires on the 30<sup>th</sup> of July 2023.

Respondent has been notified that the Complainant requires her room therefore, I shall grant her one month extension of stay after 30<sup>th</sup> July to vacate the premises which rent she shall pay at the old rate.

There shall be No order as to cost.

**H/H PRISCILLA SOPHIA YEBOAH**

**CIRCUIT COURT JUDGE**

**03/08/2023**