

1986 May 29

[A. LOIZOU, LORIS AND STYLIANIDES, JJ.]

DIAS UNITED PUBLISHING CO. LTD.,

Appellants,

v.

CHR. HJIKYRIACOS ESTATES LTD.,

Respondents.

(Case Stated No. 204).

Rent Control—The Rent Control Law, 36/75—Ss. 2, 16 and 21 (2)—Contract of lease of premises completed and first let before 31.12.78—Contractual period 8 years, commencing 1.10.79—Contract granting right to sublet the whole or part of the premises to a named person and prohibiting sub-letting to any other person without landlords' consent—Tenant sub-let part of premises to the said named person—Premises remained unseparated—Separation impossible or too costly—Tenant became by virtue of said law a statutory tenant on the first day he took possession of the premises—Since the contract did not provide for any period of any notice to quit, tenant entitled to quit at any time without prior notice (Section 21(2)—On the facts of this case the continuance of the occupation of part of the premises by sub-tenant did not render the tenant liable for rent after quitting the premises—On the day the tenant quitted the premises, the sub-tenant became statutory tenant—The question whether he became statutory tenant of the whole or part of the premises is left open.

Landlord and Tenant—Expiration or determination of tenancy—Sub-tenant's continuance in possession—Principles applicable—Sub-tenant invoking provisions of Rent Control Legislation—Effect.

25 Statutory tenancy—Definition of—A statutory right of irremovability for so long as tenant remains in possession—

*Statutory tenant not entitled to sub-let whole of premises—
Statutory tenant subletting part of the premises continues
to be a statutory tenant of the whole—Principles governing
a contractual or statutory tenant's right to sub-let*

*Rent Control—The English Increase of Rent and Mortgage
Interest (Restrictions) Act, 1920, s 15(1)—Difference be-
tween its wording and the wording of s 21(1) of The
Rent Control Law, 36/75—Effect of difference* 5

The Rent Control Law 23/83—Sections 2 and 27(1)

*Words and Phrases “Terms and conditions” in s 21(2) of The
Rent Control Law 36/75* 10

By a contract of lease dated 19 10 79 respondents (here-
after the landlords) let to the appellants (hereafter the
tenant) the business premises, consisting of a large base-
ment situated at the industrial area of Engomi and erected 15
in 1972, for a period of 8 years, commencing on 1 10 79.
The contract provided for the tenant's right to sublet or
grant licence of use of the whole or part of the said bus-
ness premises to Kyriazis Printing Works Ltd (hereafter
the sub-tenant) For sub-letting to any other person the 20
written consent of the landlord was required.

The tenant took up possession of the premises and
sub-let to the sub-tenant part of the said premises, com-
prising one third of the whole, that was not separated 25
from the rest.

On 31 1 83 the tenant sent to the landlord a notice
that on that day they were delivering possession of the
premises. The tenant quitted the premises but the sub-
tenant remained in occupation.

The landlords did not accept the delivery and as a result 30
on the 20 10 83 resorted to the Rent Control Court pray-
ing for £3,630 rents in arrear for the months of Septem-
ber “until to-day”. The Rent Control Court gave judg-
ment for the landlords. As a result the tenant filed the
present appeal by way of case stated. 35

The points of law raised by the appeal are

(1) Whether the tenant could terminate the tenancy at any time prior to the expiration of the contractual period, (2) If yes, whether they could do so without prior notice, the contract of lease not providing for any notice, (3) Whether the tenant was liable to pay the rent until October, 1983 or whether he was bound to pay damages for the period of a reasonable notice that should have been given for quitting the premises, (4) What is the effect of the fact that the sub-tenant remained in occupation, in the light of the fact that the premises cannot be separated or the separation was very costly, and (5) Is the sub-tenant a statutory tenant of the whole or of the part, which he in fact sublet.

Held, allowing the appeal: (1) Law 36/75 transformed into statutory tenancies all contractual tenancies of premises situated within a controlled area, completed and let for the first time before 31.12.78. By operation of this law the tenant in this case became statutory tenant on the very first day he took up possession of the premises.

(2) Section 21(1)* of Law 36/75 provided, *inter alia*, that a statutory tenant "... shall be entitled to give up possession of the dwelling house or premises only on giving such notice as would have been required under the original tenancy....".

(3) The expression "terms and conditions" in s. 21(1) does not extend to the payment of rent or the duration of the tenancy. Section 21(1) relegates to ineffectiveness every term of the contract of lease not consistent with the law and, therefore, any term that confers a right to a tenant to remain in occupation, notwithstanding the existence of one or more of the grounds of eviction in s. 16(1) of the law is abrogated and invalid. Similarly the tenant has the amenity to vacate the premises on giving only the notice provided in the original contract. In enacting s. 21(1) of Law 36/75 the Cypriot legislator reproduced in effect

* Quoted at p. 182 post.

s. 15(1)* of the English Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, but omitted its last words "or, if no notice would have been so required, on giving not less than three months' notice". In this case in the original contract of lease there was no provision for the giving of a notice to quit. 5

It follows that the tenant was not bound to give any notice. The essence of the notice given by the tenant on 31.1.83 is to determine the tenancy whether the landlords liked it or not. 10

(4) Whether a contractual tenant is entitled to sub-let part or all of the premises depends on whether his tenancy includes any restriction on sub-letting. A statutory tenant is in the same position save that even if his tenancy does not prohibit the sub-letting, the law permits him to sub-let only part of the premises and not the whole as his right of irremovability as a statutory tenant continues so long as he retains possession. But a statutory tenant who sub-lets part of the premises, does not thereby cease to be a statutory tenant of the premises, including that part. 15 20

(5) The ordinary rule is that the tenant must, on the expiration or sooner determination of the tenancy, deliver up to the landlord quiet and peaceable possession and, therefore, if there is a sub-tenant he must get him out. But if in general a tenant has lawfully sub-let a portion of the premises and he afterwards properly determines the tenancy, the fact, that the sub-tenant remains in possession as a statutory tenant claiming the protection of the Rent Acts, will not render the tenant liable to the landlord for rent, use or occupation. 25 30

The point raised is whether the aforesaid general principle applies where the portion sub-let is not separated and its separation is too costly. Without laying a general rule as to the duties of a tenant on sub-letting an unseparate portion of the premises, on the facts of this case, particularly the differentiation in the contract of lease between the right to sub-let to the sub-tenant and the sub-letting to any other person and the fact that the contract did not 35

* Quoted at pp. 183-184 post.

cast any duty on the tenant to separate the premises before sub-letting to the sub-tenant and the fact that the sub-tenant was already in possession at the time when the contract of lease was made, lead to the conclusion
5 that the continuance of the occupation of the sub-tenant, did not render the tenant liable for rent, use and occupation after 31.1.83.

(6) In the light of the definition of "statutory tenant" in Law 36/75 there is no doubt that on 31.1.83 the sub-tenant became a statutory tenant under the said law, which, at the time, was still in force. Whether he became a statutory tenant of the whole or part of the premises is a question that should be left open, as the sub-tenant is not a party to the proceedings.

(7) The landlords are entitled to the rents for December 82 and January 83. i.e. £660.

Appeal allowed. Judgment varied accordingly. No order as to costs before this Court and in the Court below.

Cases referred to:

De Vries v. Sparkes [1927] 137 L.T. 441;

Meitz v. Pelengaris (1977) 1 C.L.R. 226;

Yiannopoulos v. Theodoulou (1979) 1 C.L.R. 215;

Polycast (Panels) Ltd. v. Yourkas Fabrics Ltd. (1986) 1 C.L.R. 107;

Remon v. City of London Real Property Co. Ltd. [1921] 1 K.B. 49;

Katsikides v. Constantinides (1969) 1 C.L.R. 31;

Kyriakidou v. Mangaldjian (1969) 1 C.L.R. 1;

Demetriou v. Ioannides (1982) 1 C.L.R. 16;

Marcroft Wagons v. Smith [1951] 2 All E.R. 271;

Dias United Publishing v. Hadjikyriacos Estates (1986)

Regional Properties Ltd. v. Oxley [1945] 2 All E.R. 418;
Morrison v. Jacobs [1945] K.B. 577;
King's College, Cambridge v. Kershman [1948] 64 T.L.R. 547;
Boyer v. Warbey [1953] 1 All E.R. 269;
The Middle East Entertainment Co. Ltd. v. Savvides, 22 C.L.R. 217;
Baker v. Turner [1950] 1 All E.R. 834;
Bronner v. Rose [1973] 1 W.L.R. 443;
Harding v. Crethorn [1793] 1 Esp. 57;
Ibbs v. Richardson [1839] 9 A. and E. 849;
Henderson v. Squire [1869] L.R. 4 Q.B. 170;
Reynolds v. Bannerman [1922] 1 K.B. 719;
Watson v. Saunders-Roe [1947] K.B. 437.

Case stated.

Case stated by the Chairman of the Rent Control Court relative to his decision of the 13th June, 1984 in proceedings under the Rent Control Law, 1983 (Law No. 23 of 1983) instituted by Chr. Hji Kyriacos Estates Ltd. against Dias United Publishing Co. Ltd. whereby the tenant was ordered to pay the sum of £3,630.- arrears of rents.

A. Markides, for the appellants.

St. Panayides, for the respondents.

Cur. adv. vult.

A. LOIZOU J.: The judgment of the Court will be delivered by Mr. Justice Stylianides.

STYLIANIDES J.: This is an appeal by way of case stated on points of law against the judgment of the Rent Control Court of Nicosia whereby the appellants (hereinafter re-

ferred to as "the tenant") were ordered to pay £3.630.- rents in arrear from December, 1982, until and including October, 1983, in respect of business premises situated at the industrial area of Engomi suburb. The respondents (hereinafter referred to as "the landlord") are the owners of business premises consisting of one large basement erected in 1972.

By a contract of lease (exhibit No. 1) dated 19.10.79 the said immovable was let to the tenant for 8 years, commencing on the 1st October, 1979, and expiring on 30th September, 1987. There is no provision in the said contract for giving any notice by either party for termination of the contract of tenancy.

Clause No. 2 of the said contract provides that the tenant shall have the right to sublet or grant licence of use of the whole or part ("του όλου ή μέρους") of the said business premises to Kyriazis Printing Works Ltd., of Nicosia (referred to as "the sub-tenant"). For sub-letting to any other person the written consent of the landlord was required—(Clause No. 3).

The tenant took up possession of the premises and sublet to the sub-tenant, who was already in possession, part of the said single premises, comprising about one-third of the whole, that was not separated from the rest.

The tenant on 31.1.83 sent to the landlord a notice, informing him that on that day they were delivering possession of the subject premises which were used by them as printing office—(See exhibit No. 2). The essence of such notice to quit is to determine the tenancy whether the landlord liked it or not—(*De Vries v. Sparkes*, [1927] 137 L.T. 441). The tenant on 31.1.83 quitted the premises but the sub-tenant remained in occupation of the part to which reference is made above.

On 4.2.83 counsel for the landlord sent to the tenant letter, exhibit No. 3, wherein it is stated that his clients do not accept delivery of the subject premises, and referred the tenant to the contract of lease dated 19th October, 1979, between the parties which expires on 30th

September, 1987. Thereafter protracted negotiations took place between the parties and the Managing Director of the sub-tenant but no agreement was reached on the dispute that arose.

On 20.10.83 the landlord, by Application No. K. 244/83, resorted to the Rent Control Court whereby he prayed for judgment against the tenant for £3,630.- rents in arrear for the months of December, 1982, until today" in respect of the subject premises.

The tenant contested the claim and averred that he was a statutory tenant as from 1.10.79; that he delivered up possession of the subject premises to the landlord on 31.1.83 and he is not liable to pay any rent as from 1.2.83, thus admitting liability for the rent for the months of December, 1982, and January, 1983.

There is no dispute that the tenant as from the date of taking up possession of the subject premises as a tenant became a statutory tenant in virtue of the provisions of the law in operation at the time—(Rent Control Law, 1975 (Law No. 36 of 1975)).

The trial Court, after considering the provisions of s. 27 of the Rent Control Law, 1983 (Law No. 23 of 1983), which is identical with s. 21 of Law No. 36/75, concluded:-

"I cannot accept that in the present case, where the tenant is a party to a contract of lease, the period of which is upto 1987, can whenever he likes abandon the premises with the notice he sent in the present case. I cannot accept that the protection afforded by the rent restriction law to the tenant is such that he can interrupt the tenancy whenever he wishes and not to have any liability for the rent and thereby to cause damage to the landlord, more so where there is a tenancy agreement the period of which has not expired".

With this reasoning he decided that the tenancy has not come to an end and the tenant had the obligation to pay regularly the rent until another tenant is found or the tenancy is brought to an end and the sub-tenant becomes

a statutory tenant. In the result judgment was issued against the tenant for £3,630.-, arrears of rent for the months of December, 1982, until and including October, 1983.

5 The tenant being aggrieved applied by a memorandum for a case stated on points of law under s. 7 of the Rent Control Law, 1983 (Law No. 23/83).

The points of law, as submitted by the learned President of the Rent Control Court of Nicosia are:

10 "(1) Could the tenant terminate the tenancy at any time prior to 30.9.87, date of expiration of the period stipulated in the contract?

15 (2) If the answer to Question No. 1 is in the affirmative, is the tenant entitled to give up possession of the subject premises without prior notice, the contract of lease not providing for a notice?

20 (3) Is the tenant, who abandoned possession of the subject property on 31.1.83 without giving prior notice, liable to pay the rent until October, 1983, or he is bound to pay damages for a period of a reasonable notice that should have been given for quitting the premises?

25 (4) The fact that the premises cannot be separated or the separation thereof is very costly, what is the effect of the fact that part of the subject property is possessed by the sub-tenant after the abandonment of possession of the subject property by the tenant? And, lastly,

30 (5) Is the sub-tenant a statutory tenant of the whole or of the part of the premises, subject of his sub-tenancy?"

Rent control legislation was introduced in this country during the Second World War in 1942 which was repealed and substituted by the Rent Control Law No. 13 of 1954 (Cap. 86 of the 1959 Edition of the Laws of Cyprus). The
35 Rent Control Law, 1961 (Law No. 17/61) covered business premises situated in a controlled area.

Until 1975 in all rent control legislation "statutory

tenant” meant a tenant who at the expiration or determination of his tenancy continued to be in possession of the premises. This definition was introduced from England. In the Rent Control Law, 1975 (Law No. 36/75) an all embracing law that repealed and substituted all rent control legislation, “statutory tenant” meant a tenant of immovable completed and first let before 31st December, 1974, a date that was extended to 31.12.78 by the Rent Control (Amendment) Law, 1980 (Law No. 6/80). This was a radical change of the pre-existing legislation.

By this amendment all the contractual tenancies of premises situated within a controlled area, completed and let for the first time before 31.12.78, were transformed into statutory tenancies before the expiration of the period of contractual tenancy and the benefit of the Law was made available to all the tenants—(*Meitz v. Pelengaris*, (1977) 1 C.L.R. 226; *Yiannopoulos v. Theodoulou*, (1979) 1 C.L.R. 215; *Polycast (Panels) Ltd. v. Vourkas Fabrics Ltd.*, Case Stated No. 210, unreported)*

By operation of this Law the tenant in the present case became a statutory tenant on the very first day he took up possession by virtue of his tenancy.

Section 21(1) of the Rent Control Law, 1975 (Law No. 36 of 1975) runs as follows:-

“A tenant who, under the provisions of this Law, retains possession of any dwelling house or business premises shall, so long as he retains possession, observe and be entitled to the benefit of all the terms and conditions of the original contract of tenancy, so far as the same are consistent with the provisions of this Law, and shall be entitled to give up possession of the dwelling house or business premises only on giving such notice as would have been required under the original contract of tenancy:

Provided that in the case of a sub-tenant becoming a statutory tenant such a statutory tenant shall in addition hold the dwelling house or business

* Reported in (1986) 1 C L R 107

premises subject to any subsisting restrictive covenants contained in the terms and conditions of the tenancy between the landlord and the tenant”.

5 This is a verbatim reproduction of s. 23(1) of the Rent Control Law, 1954 (Law No. 13 of 1954). The same identical provision is found in Law No. 23/83—(See s. 27(1)).

10 The expression “terms and conditions” is not very technical. This provision is an indication as to the legal position of a person who continues in occupation of premises merely by reason of the protection afforded by the Law—*(Remon v. City of London Real Property Co. Ltd. [1921] 1 K.B. C.A. 49).*

15 It does not extend to the case of payment of rent or the duration of the tenancy under the original contract. Since Section 21(1) of Law No. 36/75 relegates to ineffectiveness every term of a contract of lease that is not consistent with the provisions of the law, any contractual term that confers a right to remain in occupation, notwithstanding the existence of one or more of the grounds set out in s. 16(1),
20 entitling an owner to recover possession, is abrogated and consequently invalid. Similarly the tenant has the amenity to vacate controlled premises on giving only the notice provided in the original contract.

25 The right of occupation by the statutory tenant is not dependent on the protection of the original contract but on the legal right conferred upon him by the Law. The tenant has a right of irremovability on such terms of the original contract as are not inconsistent with the rent control law in operation—*(Katsikides v. Constantinides, (1969) 1 C.L.R. 31; Meitz v. Pelengaris (supra); Yiannopoulos v. Theodoulou (supra); Kyriakidou v. Mangaldjian, (1969) 1 C.L.R. 1; Demetriou v. Ioannides, (1982) 1 C.L.R. 16; Polycast (Panels) Ltd. v. Vourkas Fabrics (supra))*.

35 Section 21(1) of Law No. 36/75 and s. 27(1) of Law No. 23/83 are based on s. 15(1) of the English Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, which reads as follows:-

“15.—(1) A tenant who by virtue of the provisions

of this Act retains possession of any dwelling-house to which this Act applies shall, so long as he retains possession, observe and be entitled to the benefit of all the terms and conditions of the original contract of tenancy, so far as the same are consistent with provisions of this Act, and shall be entitled to give up possession of the dwelling-house only on giving such notice as would have been required under the original contract of tenancy or, if no notice would have been so required, on giving not less than three months' notice:....". 5 10

The Cypriot legislator in effect reproduced verbatim the material provisions of the English section but deliberately omitted the last words "or, if no notice would have been so required, on giving not less than three months' notice". 15.

The statutory tenancy had been called nothing more than "a statutory right of irremovability"—(*Marcroft Wagons v. Smith*, [1951] 2 All E.R. 271, per Evershed, M.R.).

In *Regional Properties Ltd. v. Oxley*, [1945] 2 All E.R. 418, it was held that the words in s. 15(1) of the English Act, 1920, "the original contract of tenancy" refer to the tenancy under which a tenant was holding before he became a statutory tenant. 20

Since the nature of a statutory tenancy is simply a personal right to retain possession during such time as the Act restricts the landlord's right to recover possession, no notice to quit is required on the part of the landlord to bring it to an end if any change in the situation occurs entitling the landlord to ask the Court to make an order for possession: the landlord will simply issue his summons asking for an order for recovery of possession—(*Morrison v. Jacobs*, [1945] K.B. 577). 25 30

On the other hand, the tenant, having once availed himself of the privilege of holding on as a statutory tenant under the Act, he is only entitled to give up possession on giving such notice as would have been required under the original contract of tenancy. If the statutory tenant gives up possession without having served the requisite notice, he will still be liable for rent until the landlord relets— 35

(*King's College, Cambridge v. Kerzman*, [1948] 64 T.L.R. 547; W.N. 389; *Boyer v. Warbey*, [1953] 1 All E.R. 269).

In the present case the contract of tenancy (exhibit No. 1) was for a fixed period of time and consequently there
5 was no need for any provision to be made in that contract for giving a notice to quit, and in the said contract (exhibit No. 1) there is no provision at all with regard to the giving of such a notice. As in the original contract of lease
10 there was no provision for the giving of notice to quit and as the legislative authority in Cyprus has thought fit not to provide for cases where no notice would have been required under the original contract of tenancy, the tenant was not bound to give any notice—(*The Middle East Entertainment Co. Ltd. v. Christos Savvides*, 22 C.L.R. 217;
15 *Polycast* (supra)).

As we have said, the essence of the notice given by the tenant to quit on 31.1.83 is to determine the tenancy whether the landlord liked it or not—(*De Vries v. Sparkes* (supra)).

20 Whether a contractual tenant is entitled to sub-let part or all of the premises depends on whether the terms of his tenancy include any restriction on sub-letting. A statutory tenant is in the same position as a contractual tenant save that even if his tenancy does not prohibit the sub-letting,
25 the law permits him to sub-let only part of the premises and not the whole as his right of irremovability as a statutory tenant continues so long as he retains possession. A statutory tenant who sub-lets part of the premises, does not thereby cease to be a statutory tenant of the premises,
30 including that part—(*Baker v. Turner*, [1950] 1 All E.R. 834).

The ordinary rule is that the tenant must, on the expiration or sooner determination of his tenancy, deliver up to his landlord the peaceable and quiet possession of the demised premises, and every part thereof—(*Bronner v. Rose*,
35 [1973] 1 W.L.R. 443).

If the tenant has let the whole or any part of the premises to a sub-tenant, who is in possession at the time of

the termination of the term, he must get him out, for, otherwise, he will not be in a situation to render that complete possession to which the landlord is entitled—(*Harding v. Crethorn*, [1793] 1 Esp. 57; 5 R.R. 719; *ibbs v. Richardson*, [1839] 9 A. & E. 849). If he omits to do so, the landlord may maintain an action against him for not having quitted and delivered up possession at the end of the term, and may recover in such action, as special damage, the costs of an ejection against the sub-tenant—(*Henderson v. Squire*, [1869] L.R. 4 Q.B. 170).

In the present case the tenant lawfully sub-let part of the premises to the sub-tenant. The sub-tenant was informed that the tenant quitted the subject premises but he continued in occupation of the part which he sub-let. On 5.2.83 he addressed to the landlord letter, exhibit No. 5, in which he stated that he was informed that the tenant had abandoned the premises and inquired from the landlord to whom would he pay the rent in the future as, for the last three years, with the consent of the landlord and on his instructions, he was paying rent for the premises he was using for his printing office of Dias United Publishing Co. Ltd. (the tenant).

In general, where a tenant has during the tenancy lawfully sub-let a portion of the premises and he afterwards gives the landlord proper notice to determine the tenancy, if so required, the fact that the sub-tenant remains in possession as a statutory tenant claiming the protection of the Rent Acts will not render the tenant liable to the landlord for rent, use and occupation or damages—(*Reynolds v. Bannerman*, [1922] 1 K.B. 719; *Watson v. Saunders-Roe*, [1947] K.B. 437; *Woodfall-Law of Landlord and Tenant*, Volume 1, 1-2088).

The same principle applies where the sub-tenant remains in possession entitled to security of tenure under some statute.

The point raised is whether the aforesaid general principle applies where the portion sub-let is not separated and its separation is too costly. The facts of the present case are not suitable as a foundation in determining a question

of general principle. The sub-tenant, according to what was placed before us, in substance and effect was in occupation before the main tenancy came into being. The wording and context of Clause 2 of the contract, which speaks specifically for the right to sub-let to the sub-tenant "part of the premises", cannot in any way be interpreted as casting a duty on the tenant to separate from the rest the part occupied by the sub-tenant.

In answering the relevant question we restrain ourselves to the facts of this case and the interpretation we have given to the expression of sub-letting of part of the premises in Clause 2 and we are not laying a general rule as to the duties of a tenant on sub-letting an unseparate portion of premises. We feel bound to make this differentiation because of the very existence in the contract of two separate clauses regarding sub-letting, notably Clause 2 which refers specifically to the sub-tenant and Clause 3 which is the usual clause for sub-letting with the prior written consent of the landlord.

The term "statutory tenant" in the 1975 legislation, as amended, means a tenant of immovable completed and first let before 31st December, 1978, and situated in a controlled area. "Tenant" means the tenant of immovable in respect of which a tenancy exists and includes (a)... (b) any sub-tenant or any other person deriving a right from the original tenant or sub-tenant to possess the premises. The definition of "statutory tenant" in the 1975 legislation is so different, so wide, and a radical change of the pre-existing legislation.

"Statutory tenant" before 1975 meant a tenant who at the expiration or determination of his tenancy continued to be in possession of the premises. This definition is identical with the normal notion of "statutory tenant" in England.

In the Rent Control Law of 1983, which came into operation on 22.4.83, "statutory tenant" is the same as the pre-1975 definition with the addition that it includes "every statutory tenant before the date of the coming into force of this Law".

The material date for determination of the status of the sub-tenant in the present case is the time of the quitting of the premises by the tenant, i.e. 31st January, 1983. The sub-tenant remained in possession. Was he entitled to security of tenure under the Rent Control Law in force at the time—Law No. 36/75? 5

The definition of “statutory tenant”, to which reference was made, leaves no doubt that he became a statutory tenant and he was protected by the rent control legislation. Therefore, the tenant has given such complete possession to the landlord as the Law permitted and, therefore, the fact that the sub-tenant remained in possession as a statutory tenant does not render the tenant liable to the landlord for rent, use and occupation. 10

It is unnecessary for the purposes of this case, in which the sub-tenant is not a party, to go into any further details of the relationship of the landlord and the sub-tenant except that the sub-tenant became a tenant of the landlord. The answer to Question No. 5 is unnecessary for the determination of the case in hand and furthermore it should not be answered without affording the sub-tenant the opportunity to place his representations before a Court of Law in proper proceedings. 15 20

In view of the above our answers to the questions posed are:- 25

That the tenant was entitled to give up possession of the premises at any time prior to the expiration of the period of the contract; he had no obligation to give any notice as no such notice was required under the original contract of tenancy; the sub-tenant became a tenant—a statutory tenant—of the landlord on the day that the tenant gave up possession—31st January, 1983; the tenant has no obligation to pay rent or damages to the landlord after 31st January, 1983. 30

We sympathize with the landlord for the problem he is facing, that was so passionately placed before us by his advocate, but he is not blameless for this because the sub-letting of unspecified and not separate space of the premises to Kyriazis Printing Works Ltd. was done with his 35

authority and consent and it is part and parcel of the agreement into which he voluntarily entered.

In view of the above the tenant is only liable to be adjudged to pay £660.-, the rent actually due, i.e. for the months of December, 1982, and January, 1983, and the landlord is entitled to judgment for this amount only.

The judgment of the trial Court is varied accordingly.

In all the circumstances of this case, we make no order as to costs before this Court and in the Court below.

10

*Appeal partly allowed.
No order as to costs.*