

# Introduction

When the right of enjoyment of possession of a property is transferred, a lease agreement comes into existence. The person who leases the property is called the landlord, and the person to whom the lease is made is called the tenant. With the title of landlord and the tenant, comes various rights and obligations attached on part of both the parties.

# Rights & Responsibilities of Landlord in UP Urban Buildings (Regulation of Letting, Rent & Eviction) Act ,1972

# Rights of Landlord

- The landlord may, by notice in writing, given within three months from the commencement of this Act, enhance the rent payable therefore to an amount not exceeding the standard rent, and the rent so enhanced shall be payable from the commencement of this Act. (Section 5)
- Ramgopal vs District Judge, 1981 All C.J 475 held that enhancement can be unilaterally and without the consent of tenant and in case of dispute, tenant can apply for determination of standard rent.

# Rights of Landlord

- Landlord may file a suit for the eviction of a tenant from a building after the determination of his tenancy may be instituted on one or more grounds given in Section 20 (2) of the Act.
- Landlord has right to move an application for eviction of a tenant from the building under tenancy or any specified part thereof on the grounds given in Section 21.

# Rights of Landlord under the act

- Where a landlord who, being a person in occupation of any residential public building is required, by, or in pursuance of, any general or special order made by the government or other authority concerned, to vacate such building or in default, to incur certain obligations, on the ground that he owns, in the same city, municipality, notified area or town area, a residential building either in his own name or in the name of any member of his family, there shall accrue, on and from the date of such order, to such landlord, a right to recover immediately possession of any building let out by him. (Section 24B)

# Responsibilities of Landlord

Every landlord, shall on building falling vacant by his ceasing to occupy it or by the tenant vacating it or by release from requisition or in any other manner whatsoever, gives notice of the vacancy in writing to the District Magistrate not later than seven days after the occurrence of such vacancy and such notice may at the option of the landlord be given before the occurrence of the vacancy. (Section 15)

# Responsibilities of Landlord

- Landlord has a right to withdraw the rent deposit by tenant in the court under section 30 of the Act.
- No landlord shall without lawful authority or excuse cut off, withhold or reduce any of the amenities enjoyed by the tenant (Sec26-1)

# Responsibilities of Landlord

- The landlord shall be bound to keep the building under tenancy wind-proof and water-proof and, subject to any contract in writing to the contrary, carry out periodical white-washing and repairs. (Sec26-2)
- The landlord shall give to the tenant a receipt for rent payable to and received by him. (Sec26-4)

Thank You