

THE PUNJAB RENTED PREMISES ACT 2009
(VII of 2009)

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SCHEDULE

TEXT

'THE PUNJAB RENTED PREMISES ACT 2009
(VII of 2009)

[17th November, 2009]

An
Act

to regulate the relationship of landlord and tenant in respect of rented premises.

Whereas it is expedient to regulate the relationship of landlord and tenant, to provide a mechanism for settlement of their disputes in an expeditious and cost effective manner and for connected matters;

It is hereby enacted as follows:—

CHAPTER I
PRELIMINARY

1. Short title, extent and commencement.— (1) This Act may be cited as the Punjab Rented Premises Act 2009.

(2) It shall extend to the whole of the Punjab.

(3) It shall come into force at once.

2. Definitions.— In this Act:

(a) “building” means a building or part thereof, together with all fixtures and fittings therein, if any, and includes any garage, garden, godown, out house and open space attached or appurtenant thereto, let out for residential or non residential purpose, whether actually being used for that purpose or not, but does not include a room in a hotel, hostel, boarding house, guest house or any place of religious worship;

(b) “final order” means a final order passed by a Rent Tribunal culminating the proceedings including an order in respect of adjustment of *pagri*, advance rent, security, arrears of rent, compensation or costs but shall not include an order passed in an execution proceedings;

(c) “Government” means the Government of the Punjab;

(d) “landlord” means the owner of a premises and includes a person for the time being entitled or authorized to receive rent in respect of the premises;

(e) “pagri” includes any amount received by a landlord at the time of grant or renewal of a tenancy except advance rent or security;

¹This Act was originally promulgated as Ordinance XXI of 2007; was given permanent life by PCO I of 2007; however, consequent upon the judgement of the Supreme Court of Pakistan dated 31 July 2009, this Ordinance was laid in the Punjab Assembly on 14 October 2009; passed by it on 4 November 2009; assented to by the Governor of the Punjab on 14 November 2009; and, was published in the Punjab Gazette (Extraordinary), dated 17 November 2009, pages 1591-1598.

- (f) “premises” means a building or rented land not being an agricultural land or land subservient to agriculture;
- (g) “prescribed” means prescribed by the rules made under the Act;
- (h) “rent” includes arrears of rent, a utility bill and any amount that may be payable by a tenant in relation to the tenancy;
- (i) “rented land” means any land or open space let out for the purpose of business or trade;
- (j) “Rent Tribunal” means a Rent Tribunal established under the Act;
- (k) “Special Judge (Rent)” means a Special Judge (Rent) appointed under the Act;
- (l) “tenant” means a person who undertakes or is bound to pay rent as consideration for the occupation of a premises by him or by any other person on his behalf and includes;
 - (i) a person who continues to be in occupation of the premises after the termination of his tenancy for the purpose of a proceeding under this Act;
 - (ii) legal heirs of a tenant in the event of death of the tenant who continue to be in occupation of the premises; and
 - (iii) a sub-tenant who is in possession of the premises or part thereof with the written consent of the landlord; and
- (m) “tenancy agreement” means an agreement in writing by which a landlord lets out a premises to a tenant.

3. Exemption.— The Government may, for reasons to be recorded in writing and by notification in the official Gazette, direct that all or any of the provisions of this Act shall not apply to any class of premises or to any premises in any specified area.

4. Act to override other laws.— The provisions of this Act shall have effect notwithstanding anything contained in any other law for the time being in force.

CHAPTER II CREATION OF TENANCY

5. Agreement between landlord and tenant.— (1) A landlord shall not let out a premises to a tenant except by a tenancy agreement.

(2) A landlord shall present the tenancy agreement before the Rent Registrar.

(3) The Rent Registrar shall enter the particulars of the tenancy in a register, affix his official seal on the tenancy agreement, retain a copy thereof and return the original tenancy agreement to the landlord.

(4) The entry of particulars of the tenancy shall not absolve the landlord or the tenant of their liability to register the tenancy agreement under the law relating to registration of documents.

(5) A tenancy agreement entered in the office of a Rent Registrar or a certified copy thereof shall be a proof of the relationship of landlord and tenant.

(6) Any agreement which may be executed between the landlord and the tenant in respect of the premises shall be presented before the Rent Registrar in the same manner as provided in sub-section (2).

6. Contents of tenancy agreement.— (1) A tenancy agreement shall contain, as far as possible, the following:

- (a) particulars of the landlord and the tenant;
- (b) description of the premises;
- (c) period of the tenancy;
- (d) rate of rent, rate of enhancement, due date and mode of payment of rent;
- (e) particulars of the bank account of the landlord, if the rent is to be paid through a bank;
- (f) the purpose for which the premises is let out; and
- (g) amount of advance rent, security or *pagri*, if any.

(2) If the tenure of the tenancy is fixed but a rent is fixed only for a part of the tenure, in the absence of any stipulation to the contrary in the tenancy agreement, the rent shall be deemed to remain the same for the whole of the tenure.

7. Payment of rent.— (1) A tenant shall pay or tender the rent to the landlord in the mode and by the date mentioned in the tenancy agreement.

(2) If the date of payment is not mentioned in the tenancy agreement, a tenant shall pay or tender the rent not later than tenth day of the following month.

(3) If the mode of payment is not mentioned in the tenancy agreement, a tenant shall pay or tender the rent to the landlord through money order or deposit in the bank account of the landlord.

8. Existing tenancy.— An existing landlord and tenant shall, as soon as possible but not later than two years from the date of coming into force of this Act, bring the tenancy in conformity with the provisions of this Act.

9. Effect of non-compliance.— If a tenancy does not conform to the provisions of this Act, the Rent Tribunal shall not entertain an application under this Act—

- (a) on behalf of the tenant, unless he deposits a fine equivalent to five percent of the annual value of the rent of the premises in the Government treasury; and
- (b) on behalf of the landlord, unless he deposits a fine equivalent to ten percent of the annual value of the rent of the premises in the Government treasury.

10. Effect of other agreement.— An agreement to sell or any other agreement entered into between the landlord and the tenant, after the execution of a tenancy agreement, in respect of premises and for a matter other than a matter provided under the tenancy agreement, shall not affect the relationship of landlord and tenant unless the tenancy is revoked through a written agreement entered before the Rent Registrar in accordance with the provisions of section 5.

CHAPTER III

OBLIGATIONS OF THE PARTIES AND GROUNDS FOR EVICTION

11. Subletting.— A tenant shall not, without the prior written consent of the landlord, sublet the whole or a part of the premises, or transfer or assign a right under the tenancy.

12. Obligations of landlord.— (1) A landlord shall—

- (a) provide a certified copy of the tenancy agreement to the tenant;
- (b) subject to the tenancy agreement, repair the premises as may be necessary to keep it in habitable condition or as may be required under a law for the time being in force; and
- (c) pay the tax, fee or charge levied on the premises under a law for the time being in force.

(2) Subject to the tenancy agreement, a landlord shall not—

- (a) cut off, suspend or withhold, without just or sufficient cause, an amenity, utility or easement of the premises; and
- (b) enter the premises without giving the tenant a reasonable notice.

(3) If a landlord neglects or fails to fulfill an obligation under this Act or the tenancy agreement, the tenant may file an application in the Rent Tribunal for an order directing the landlord to fulfill the obligation.

(4) The Rent Tribunal may—

- (a) if a tenant has been in enjoyment of an amenity, utility or easement which has been cut off, suspended or withheld without just or sufficient cause, make an order directing the landlord to restore the amenity, utility or easement;
- (b) authorize a tenant to restore the amenity, utility or easement at his expense and defray the expenses allowed by the Rent Tribunal from the rent; and
- (c) if a landlord has failed to keep the premises in habitable condition, or to make necessary repairs, direct that such repairs may be made by the tenant at his expense and defray the expenses allowed by the Rent Tribunal from the rent.

13. Obligations of tenant.— (1) Subject to the tenancy agreement, a tenant shall—

- (a) keep the premises in the condition in which it was let out except for normal wear and tear;
- (b) use the premises for the purpose for which it was let out;

- (c) allow the landlord to enter the premises for the purpose of inspection or repair;
- (d) hand over the vacant possession of the premises to the landlord on the determination of tenancy;
- (e) not cause nuisance to the neighbours of the premises; and
- (f) not make a structural change in the premises without the prior written consent of the landlord.

(2) If a tenant fails to fulfill an obligation under this Act or the tenancy agreement, the landlord may give notice in writing to the tenant specifying the act or omission and the remedial action to be taken by the tenant within a specified time.

(3) A landlord may file an application to a Rent Tribunal for an order directing the tenant to fulfill the obligation or may seek eviction of the tenant.

14. Reimbursement of expenses.— (1) If a landlord fails to pay a tax, fee or charge relating to the premises, the concerned authority may direct the tenant to pay the tax, fee or charge.

(2) The tenant shall pay the tax, fee or charge relating to the premises and defray the amount from the rent or file an application against the landlord in the Rent Tribunal for the recovery of the amount of tax, fee or charge paid by him.

15. Grounds for eviction.— A landlord may seek eviction of the tenant if—

- (a) the period of tenancy has expired;
- (b) the tenant has failed to pay or tender the rent within a period of thirty days after the expiry of the period stipulated in section 7;
- (c) the tenant has committed breach of a term or condition of the tenancy agreement;
- (d) the tenant has committed a violation of an obligation under section 13;
- (e) the tenant has used the premises for a purpose which is different from the purpose for which it has been let out; or
- (f) the tenant has sub-let the premises without the prior written consent of the landlord.

CHAPTER IV

ESTABLISHMENT OF RENT TRIBUNAL AND PROCEDURE

16. Establishment of Rent Tribunal.— (1) The Government shall establish a Rent Tribunal in a district or an area as it may deem necessary.

(2) A Rent Tribunal shall consist of one or more Special Judges (Rent) to be appointed by the Government in consultation with the Lahore High Court.

(3) Subject to this Act, the Lahore High Court may empower a civil judge or a judicial magistrate to act as Rent Tribunal for a district or an area.

(4) The Rent Tribunal shall exercise exclusive jurisdiction over a case under this Act.

(5) If there are more than one Special Judges (Rent) in a district or an area, a Special Judge (Rent) designated by the Lahore High Court shall act as an Administrative Special Judge (Rent) in the district or the area.

17. Rent Registrar.— (1) The Government shall appoint a Rent Registrar in a district or an area as it may deem necessary.

(2) The Rent Registrar shall maintain a register to enter particulars of a tenancy agreement, agreement to sell or any other agreement in respect of rented premises.

18. Staff and establishment.— The Government may appoint staff of a Rent Tribunal to perform such functions as may be prescribed.

19. Filing of application.— (1) An application in respect of a rented premises shall be filed in the Rent Tribunal of the area or the district.

(2) If an application is filed under sub-section (1), the Administrative Special Judge (Rent) of the area or the district may take cognizance of the case or entrust the same to any other Special Judge (Rent).

(3) An application under sub-section (1) shall contain a concise statement of facts, the relief claimed and shall be accompanied by copies of all relevant documents in possession of the applicant.

(4) If the application is for eviction of a tenant, the landlord shall submit his affidavit and affidavits of not more than two witnesses along with the eviction application.

20. Application for deposit of rent.— (1) Notwithstanding anything contained in this Act, if a landlord refuses to accept the rent, the tenant may file an application in the Rent Tribunal for deposit of the rent.

(2) The Rent Tribunal shall, without prejudice to the rights of the landlord, allow the tenant to deposit the rent for the period for which the landlord has refused to receive the rent.

(3) The Rent Tribunal shall inform the landlord of the deposit of rent by the tenant and may pass an order permitting the landlord to collect the same.

21. Appearance of parties and consequences of non-appearance.— (1) If an application under this Act other than application for deposit of rent is filed, the Rent Tribunal shall issue notice to the respondent in the form prescribed in the Schedule, for appearance of the respondent on a date not later than ten days through process server, registered post acknowledgement due and courier service.

(2) A notice under sub-section (1) shall be accompanied by copies of the application and the documents annexed with the application.

(3) If the respondent fails to appear and the Rent Tribunal is satisfied that—

(a) the notice has not been served on the respondent or the respondent is willfully avoiding the service of the notice, the Rent Tribunal may direct service of the notice by:

(i) affixing a copy of the notice at some conspicuous part of the rented premises or residence of the respondent; or

- (ii) publication in the press, electronic media or any other mode;
and
- (b) the notice has been served, the Rent Tribunal may proceed *ex-parte* and pass the final order.
- (4) If an *ex-parte* order is passed against a respondent, the respondent may, within ten days from the date of knowledge, apply to the Rent Tribunal for setting aside the *ex-parte* order along with an application for leave to contest.
- (5) If the respondent shows a sufficient cause for his non appearance, the Rent Tribunal may set aside the *ex-parte* order on such terms as it may deem fit.
- (6) The parties may appear in person or through a recognized agent in the Rent Tribunal.
- (7) If on a date fixed, the applicant fails to appear, the Rent Tribunal may dismiss the application.
- (8) If an application has been dismissed in default of the appearance of an applicant and an application for restoration of the same is made within thirty days of the dismissal order, the Rent Tribunal may restore the application on such terms as it may deem appropriate.

22. Leave to contest.— (1) A Rent Tribunal shall not allow a respondent to defend the application unless he obtains leave to contest.

(2) Subject to this Act, a respondent shall file an application for leave to contest within ten days of his first appearance in the Rent Tribunal.

(3) An application for leave to contest shall be in the form of a written reply, stating grounds on which the leave is sought and shall be accompanied by an affidavit of the respondent, copy of all relevant documents in his possession and, if desired, affidavits of not more than two witnesses.

(4) The Rent Tribunal shall not allow leave to contest to a respondent unless the application discloses sufficient grounds for production of oral evidence.

(5) The Rent Tribunal shall decide the application for leave to contest within a period of fifteen days from the date of its filing.

(6) If the leave to contest is refused or the respondent has failed to file application for leave to contest within the stipulated time, the Rent Tribunal shall pass the final order.

23. Written reply.— If the leave to contest is granted, the Rent Tribunal shall treat the application for leave to contest as a written reply.

24. Payment of rent and other dues pending proceedings.— (1) If an eviction application is filed, the Rent Tribunal, while granting leave to contest, shall direct the tenant to deposit the rent due from him within a specified time and continue to deposit the same in accordance with the tenancy agreement or as may be directed by the Rent Tribunal in the bank account of the landlord or in the Rent Tribunal till the final order.

(2) If there is a dispute as to the amount of rent due or rate of rent, the Rent Tribunal shall tentatively determine the dispute and pass the order for deposit of the rent in terms of sub-section (1).

(3) In case the tenant has not paid a utility bill, the Rent Tribunal shall direct the tenant to pay the utility bill.

(4) If a tenant fails to comply with a direction or order of the Rent Tribunal, the Rent Tribunal shall forthwith pass the final order.

25. Recording of evidence.— (1) At the time of grant of leave to contest, the Rent Tribunal shall direct a party to produce his evidence on a date fixed.

(2) The Rent Tribunal shall treat an affidavit filed by a party as evidence and—

(a) may, of its own motion, order the attendance of deponent for cross examination; and

(b) shall, if so requested by a party, direct production of the deponent for cross examination.

(3) The Rent Tribunal shall not grant more than two opportunities to a party for production of the evidence.

(4) The Rent Tribunal shall not grant an adjournment for cross examination of a witness except for a sufficient cause and on payment of the costs to the witness as it may deem fit.

(5) After recording the evidence of the parties, if any, and hearing the arguments, the Rent Tribunal shall pass the final order.

26. Rent Tribunal to exercise powers of Civil Court.— (1) A Rent Tribunal may exercise the powers of a Civil Court to enforce the attendance of a person, compel the production of evidence, inspect a premises or issue commission for examination of a witness or local inspection.

(2) A proceeding before a Rent Tribunal shall be deemed to be judicial proceedings and the Rent Tribunal shall be deemed to be a Civil Court within the meaning of sections 193 and 228 of the Pakistan Penal Code, 1860 (Act XLV of 1860) and sections 476 and 480 of the Code of Criminal Procedure, 1898 (Act V of 1898).

(3) A Rent Tribunal may pass an interlocutory order at any stage of a proceeding before the final order.

27. Period for disposal of application.— (1) The Rent Tribunal shall pass a final order on an application as expeditiously as possible but not later than four months from the date of filing of the application.

(2) If the final order is not passed on an application within the period of four months, the Rent Tribunal shall conduct the proceedings on day to day basis.

28. Appeal.— (1) A person aggrieved by a final order may, within thirty days, prefer an appeal in writing to the District Judge of the district.

(2) No appeal shall lie against an interlocutory order passed by a Rent Tribunal.

(3) If an appeal under this section is preferred, the District Judge may hear and dispose of the same or entrust it for disposal to an Additional District Judge of the district or the area.

(4) The District Judge or the Additional District Judge may, after providing an opportunity of hearing to the appellant, dismiss the appeal without notice to the respondent.

(5) The District Judge or the Additional District Judge may, where the circumstances so require, suspend the operation of the final order.

(6) The District Judge or the Additional District Judge may exercise any or all the powers of a Rent Tribunal under this Act.

(7) The District Judge or the Additional District Judge shall decide an appeal within a period of two months from the date of filing of the appeal.

(8) No appeal shall lie against an order passed by a District Judge or an Additional District Judge under this Act.

CHAPTER V MISCELLANEOUS

29. General power of transfer.— (1) The District Judge of the district may, on the application of a party to the proceedings under this Act, and after notice to the other party, withdraw the proceedings pending before a Special Judge (Rent) or an Additional District Judge and transfer it, for disposal to any other Special Judge (Rent) or Additional District Judge competent to try and dispose of the same.

(2) The Lahore High Court may, at any stage, withdraw an appeal pending under this Act before a District Judge or an Additional District Judge and transfer the same to any other Court competent to dispose of the same.

30. Transfer of ownership.— (1) If the ownership of a rented premises has been transferred, the new owner shall send a written intimation of the transfer, by registered post or a courier service to the tenant and shall apply to the Rent Registrar for entering his name in the register as the landlord of the premises.

(2) The Rent Registrar shall inform the tenant through a notice, at the expense of the landlord, about the transfer of ownership of the premises and the tenant shall not be deemed to have defaulted in the payment of the rent if the rent due is paid or tendered to the new landlord within a period of thirty days from the date when the notice should in normal course have reached the tenant.

31. Execution of orders.— A Rent Tribunal shall execute an order passed under this Act by a Rent Tribunal or a District Judge or an Additional District Judge as a decree of a Civil Court and for this purpose, the Rent Tribunal may exercise any or all the powers of a Civil Court.

32. Indemnity.— No suit or other legal proceedings shall lie against a Special Judge (Rent) or any person or authority acting under an order of the Special Judge (Rent) in respect of anything done or intended to be done in good faith under this Act.

33. Power to make rules.— (1) The Government may, by notification in the official Gazette, make rules for carrying out the purposes of this Act.

(2) In particular and without prejudice to the generality of the foregoing power, the rules may prescribe a model tenancy agreement, a draft application form and a notice under this Act.

34. Provisions of Qanun-e-Shahadat Order and Code of Civil Procedure not to apply.— Save as otherwise expressly provided under this Act, the provisions of the Qanun-e-Shahadat Order, 1984 (P.O. No.10 of 1984), and the Code of Civil Procedure, 1908 (Act V of 1908) shall not apply to the proceedings under this Act before a Rent Tribunal, District Judge or Additional District Judge.

35. Repeal and savings.— (1) The Punjab Urban Rent Restriction Ordinance, 1959 (VI of 1959), is hereby repealed.

(2) Notwithstanding the repeal of the Ordinance VI of 1959—

- (a) a proceeding pending before a Rent Controller shall stand transferred to the Rent Tribunal of the district or the area and the same shall be decided by the Rent Tribunal in accordance with the provisions of the repealed Ordinance;
- (b) an appeal may be filed against an order passed under the repealed Ordinance in accordance with the provisions of the repealed Ordinance;
- (c) an appeal pending under the repealed Ordinance may be decided in accordance with the provisions of the repealed Ordinance; and
- (d) a Rent Controller appointed under the repealed Ordinance shall exercise and perform the functions of a Rent Tribunal and a Rent Registrar till the appointment of a Special Judge (Rent) and a Rent Registrar for the district or the area under this Act.

36. Repeal and validation.— (1) The Punjab Rented Premises Ordinance 2007 (XXI of 2007) is hereby repealed.

(2) Notwithstanding anything contained in any law, anything done, proceedings or action taken, order or rule made, liability incurred or right acquired under the Ordinance XXI of 2007 or purported to have been done, taken, made, incurred or acquired under that Ordinance, from the date of promulgation of the Ordinance till the coming into force of this Act, shall be deemed to have been done, taken, made, incurred or acquired under this Act.

SCHEDULE

{See sub-section (1) of section 21}

(Name of the Rent Tribunal)

(Title of the application)

To

_____ (Name, description and place of residence).
Whereas _____ (name of the applicant) has filed application
for _____ (nature of the application) against you under the
Punjab Rented Premises Act, 2009 for _____ (nature of the prayer), of which
a copy is hereto annexed and is fixed for _____ (date).

You are hereby directed to obtain leave to contest the application from the
Rent Tribunal described above within ten days of the date of hearing/appearance
mentioned above. In default whereof, the Rent Tribunal may pass a final order in
favour of the applicant.

Leave to contest may be obtained on an application in the form of written reply
and specifying a ground(s) on which the leave is sought, accompanied by your affidavit
and, copies of all the relevant documents in your possession and, if so desired,
affidavits of not more than two witnesses.

Given under my hand and the seal of the Rent Tribunal on this _____ day
of _____.

Special Judge (Rent)