

Regulations regarding solar legislations in ghana

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Rental property is a property from which a landlord receives payments from a tenant. Rental properties may be either residential or commercial. The rights and obligations of both the landlord and the tenant in a rental property can be found in a lease or tenancy agreement. These documents are subject to statutory and common law rules.

In this article, I will show you the statutory and common law rules that every lease or tenancy agreement is subject to whether oral or in writing and how a landlord or tenant can use these rules to protect their interest or seek legal redress.

a) covenant for quiet enjoyment;b) the obligation not to derogate from the grant;c) the obligation to pay rent;d) the obligation not to commit waste;e) the landlord's right to enter to view the state of repair;f) the safety or fitness for habitation

Please note that the common law rules are also implied by the Conveyancing Act. The difference is that the covenants implied by common law may be implied if there is no express provision in the lease or tenancy dealing with the issue.

However, the covenants implied by the Conveyancing Act if it is an absolute one, will apply invariably regardless of the express terms of the contract. For instance, it is an implied covenant in the Conveyancing Act that a landlord cannot contract out of the implied covenant by removing his personal liability.

Thus if a landlord attempts to remove his personal liability by stating in the tenancy agreement or lease that "he shall not be liable if the land conveyed is encumbered", such a covenant will be void because it removes the landlord's liability.

The upside of the covenants implied by common law is that they apply if the lease is oral and if it was not created for valuable consideration but the covenants implied by statute apply only if the lease is in writing and was created for valuable consideration.

The third rule is that the Rent Act allows a landlord or tenant of premises or any person interested in premises to apply to a rent officer for an assessment of the recoverable rent of those premises.

Recoverable rent is the maximum amount that a landlord may lawfully receive for premises. For the purpose of the recoverable rent, premises are classified as furnished and unfurnished, and different formulae are applicable to them.

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Section 10 of the Rent Act provides that, a landlord or tenant of premises or any other person interested in the premises can apply to a rent officer to assess the amount of recoverable rent of those premises.

Unless under very limited situations specified under the Rent Act, the rent officer cannot entertain an application for an assessment of a premises. The limited situations specified in the Rent Act include if an assessment has been made previously by him or the appropriate Rent Magistrate.

According to the courts in Andrew v. African Automobile [22/12/2004] Suit No. L249/98, the power of the rent officer in assessing recoverable rent is limited to the four walls of the lease and there is no room for any interpretation outside the lease.

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