



**BERMUDA  
1974 : 52**

**LANDLORD AND TENANT ACT 1974**

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[18 June 1974]

[*preamble and words of enactment omitted*]

### PART I

#### PRELIMINARY

##### Interpretation

1 (1) In this Act, unless the context otherwise requires—

"agriculture" includes horticulture, fruit growing, seed growing, dairy farming and livestock breeding and keeping, the use of land as grazing land, market gardens and nursery grounds, and "agricultural" shall be construed accordingly;

"agricultural land" means land used for agriculture which is so used for the purposes of a trade or business;

"agricultural tenancy" means a contract of tenancy of agricultural land;

"contract of tenancy" means any lease or tenancy agreement;

"court", subject to section 27, means a court of summary jurisdiction;

"landlord" means the person entitled to the reversion expectant upon the determination of a contract of tenancy;

"lease" or "tenancy agreement" includes every agreement for the letting of premises, whether oral or in writing;

"let" includes sublet and "letting" includes subletting;

"possession" includes receipt of rents and profits, or the right to receive the same, if any;

"premises" means the subject matter of any contract of tenancy;

"prescribed rules" in relation to proceedings in the Supreme Court, means rules of court prescribed under section 62 of the Supreme Court Act 1905 [*title 8 item 11*], and in relation to proceedings in a court of summary jurisdiction means rules prescribed under section 21 of the Magistrates Act 1948 [*title 8 item 15*]:

"prescribed" means prescribed by the prescribed rules;

"rental period" means the period in respect of which a payment of rent falls to be made;

"sub-tenant" includes a mortgagee of a term of years who is not in possession and any person deriving title under a sub-tenant;

"tenancy" includes a sub-tenancy;

"tenant" in relation to a contract of tenancy means the person who as between himself and the landlord is entitled to exclusive possession of the premises.

(2) Nothing in regulation 29 or 30 of the Hotels (Licensing and Control) Regulations 1969 [*title 17 item 2(a)*] (which relate to the exclusive use of accommodation) shall be construed as creating the relationship of landlord and tenant.

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### **PART II**

#### **PAYMENT OF RENT**

##### **Rental period where no agreement in writing**

- 2 Subject to any agreement to the contrary evidenced in writing:
- (a) in every contract of tenancy existing on 31 December 1974 there shall be implied an agreement on the part of the tenant to pay the rent half-yearly in arrear; and
  - (b) in every contract of tenancy entered into after 31 December 1974 there shall be implied an agreement on the part of the tenant to pay the rent monthly in advance.

##### **Action for rent**

- 3 Any person entitled under any contract of tenancy to any rent in arrear, may by action recover such rent from the tenant, whether or not the contract of tenancy is continuing.

### **PART III**

#### **SHORT RESIDENTIAL TENANCIES**

##### **Application of Part III and restriction on contracting out of section**

##### **5**

- 4 (1) This Part applies, subject to this section, to any contract of tenancy of a house or apartment granted after 31 December 1974, being a contract of tenancy for a term of less than three years.
- (2) For the purposes of this section a contract of tenancy shall be treated as a contract of tenancy for a term of less than three years if it is determinable at the option of the landlord before the expiration of three years from the commencement of the term, and, except where the foregoing provisions of this subsection apply, shall not be so treated if it confers on the tenant an option for renewal for a term which, together with the original term, amounts to three years or more.
- (3) In this Part "contract of tenancy of a house or apartment" means a contract of tenancy whereby the house or apartment is let wholly or mainly as a private dwelling.
- (4) The court may, by order made with the consent of the parties concerned, authorise the inclusion in a contract of tenancy or in any agreement collateral to a contract of tenancy, of provisions excluding or modifying in relation to the contract of tenancy the provisions of section 5 with respect to the repairing obligations of the parties if it appears to the court, having regard to the other terms and conditions of

the contract of tenancy and to all the circumstances of the case that it is reasonable to do so; and any provisions so authorised shall have effect accordingly.

(5) Subject to subsection (4), any covenant or agreement, whether contained in a contract of tenancy to which section 5 applies or in any agreement collateral to such contract of tenancy, shall be void so far as it purports to exclude or limit the obligations of the landlord or the immunities of the tenant under that section, or to authorise the landlord to apply to the court under section 13 for an order to terminate the contract of tenancy or impose on the tenant any penalty, disability or obligation, in the event of his enforcing or relying upon those obligations or immunities.

(6) The court shall have jurisdiction to make a declaration that section 5 applies, or does not apply, to a contract of tenancy, notwithstanding that the applicant for the declaration does not seek any relief other than the declaration.

**Repairing obligations in short residential tenancies**

5 (1) In any contract of tenancy of a house or apartment, being a contract of tenancy to which this Part applies, there shall be implied a covenant by the landlord—

- (a) to keep in repair the structure and exterior of the house or apartment (including drains, fresh water tanks and external pipes);
- (b) to keep in repair and working order any cesspool to which the drainage of the house or apartment is connected;
- (c) to keep in repair and working order the installations in the house or apartment—
  - (i) for the supply of water and electricity, for gas (if any), and for sanitation (including basins, sinks, baths, showers and sanitary conveniences but not, except as aforesaid, fixtures, fittings and appliances for making use of the supply of water, electricity or gas); and
  - (ii) for heating water (where such installation already exists);

and any covenant by the tenant for the repair of the premises (including any covenant to put in repair or deliver up in repair or to pay money in lieu of repairs by the tenant or on account of repairs by the landlord) shall be of no effect so far as it relates to the matters mentioned in paragraphs (a), (b) and (c) of this subsection.

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(2) The covenant implied by this section (hereinafter referred to as the landlord's repairing covenant) shall not be construed as requiring the landlord—

- (a) to carry out any works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable apart from any express covenant on his part;
- (b) to rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood, or other inevitable accident; or
- (c) to keep in repair or maintain anything which the tenant is entitled to remove from the house or apartment;

and subsection (1) shall not avoid any covenant by the tenant so far as it imposes on the tenant any of the requirements mentioned in paragraph (a) or paragraph (c) of this subsection.

(3) In determining the standard of repair required by the landlord's repairing covenant, regard shall be had to the age, character and prospective life of the house or apartment and the locality in which it is situated.

(4) In any contract of tenancy in which the landlord's repairing covenant is implied, there shall also be implied a covenant by the tenant that the landlord, or any person authorised by him in writing, may at reasonable times of the day, on giving twenty-four hours notice in writing to the occupier, enter the premises for the purpose of viewing their condition and state of repair.

### **Implied covenant for use of valuation unit number**

5A (1) In every contract of tenancy of a house or apartment that has a valuation unit number, being a contract of tenancy to which this Part applies, there shall be implied a covenant on the part of the landlord to the effect that the tenant is entitled to use that valuation unit number for the purposes of registering a private motor car under the Motor Car Act 1951 during the term of the contract of tenancy, to the exclusion of the landlord.

(2) For the purposes of subsection (1), "valuation unit number" means the number that has been assigned to a valuation unit by the Director of Land Valuation under the Land Valuation and Tax Act 1967.

*[section 5A inserted by 2008:32 s.3 effective 30 July 2008]*

### **Tenant's covenants implied in the absence of agreement**

6 In any contract of tenancy of a house or apartment, being a contract of tenancy to which this Part applies, there shall, subject to any

agreement to the contrary evidenced in writing, be implied a covenant on the part of the tenant—

- (a) to pay the rent monthly in advance;
- (b) to pay for electricity consumed on the premises;
- (c) to pay for gas consumed on the premises;
- (d) to use the premises only as a private dwelling;
- (e) not to assign, underlet or part with the possession of or make any alteration to the premises or any part thereof without the consent in writing of the landlord or his agent;
- (f) to carry out running repairs to the inside of the premises, and without prejudice to the generality of the foregoing, to replace as necessary tap washers, fuses, window panes, fastenings, locks, bolts, screens, sash cords and door keys;
- (g) on the determination of the tenancy to deliver up the premises in a clean and proper state and condition to the landlord or his agent.

**PART IV**

TERMINATION OF CONTRACTS OF TENANCY

**Scope of Part IV**

- 7 (1) Nothing in this Part affects—
- (a) the law of disclaimer in its application to cases of bankruptcy, liquidation and rights of infants;
  - (b) the law of merger;
  - (c) surrender by operation of law or act of parties;
  - (d) the right of any person to bring an action for the recovery of rent or for the recovery of possession of land from persons wrongfully in possession of land; or
  - (e) the termination of a contract of tenancy which the tenant has acknowledged in writing is to terminate in the event of the tenant ceasing to be employed by the landlord.
- (2) Nothing in this Part applies to a contract of tenancy which is subject to the Rent Increases (Domestic Premises) Control Act 1978 [*title 29 item 3*].

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### **Provisions to the contrary to be void**

8 Subject to this Part, a contract of tenancy shall only be terminated in accordance with this Part, and any stipulation to the contrary in any contract or agreement shall have no force or effect.

### **Termination under the provisions of the contract of tenancy**

9 (1) A contract of tenancy granted for a specific period of time terminates without notice when that period expires.

(2) Subject to subsection (3) a contract of tenancy which is terminable on notice by either party terminates on the expiration of notice duly given.

(3) Subject to section 7, any reference in a contract of tenancy to a right to give notice to terminate the tenancy in the event of—

- (a) a breach of obligation by the tenant: or
- (b) the bankruptcy or liquidation of the tenant;

shall be construed as a reference to a right to make application to the court under section 13.

### **Notice of termination to be in writing**

10 (1) Notice to terminate a tenancy shall be in writing and may, but need not, be in the form set out in Part I of the First Schedule.

(2) Subject to any agreement in writing providing for a different manner of service, a notice to terminate a tenancy shall be served in the manner prescribed by Part II of the First Schedule.

### **Termination by notice**

11 (1) Subject to any agreement evidenced in writing providing for a different period of notice—

- (a) a tenancy from year to year shall be terminated by not less than six months previous notice given at any time after the end of the first year of the tenancy;
- (b) a tenancy for successive rental periods of more than a month and less than a year shall be terminated by notice not shorter than the rental period given at any time after the end of the first rental period; and
- (c) a tenancy for successive rental periods of a month or less shall be terminated at the end of a rental period by not less than one month's previous notice.

(2) This section does not apply to an agricultural tenancy.



**Termination of agricultural tenancies by notice**

12 (1) An agricultural tenancy from year to year shall be terminated by not less than six months previous notice given at any time after the end of the first year of the agricultural tenancy.

(2) An agricultural tenancy for successive rental periods of less than a year shall be terminated by not less than six months previous notice given at any time.

(3) Nothing in subsections (1) or (2) shall deprive the tenant of an agricultural tenancy of any contractual right to receive a longer period of notice.

(4) Subject to subsection (3), this section applies notwithstanding any stipulation to the contrary.

**Termination for breach of tenant's obligations, etc**

13 (1) Without prejudice to the foregoing provisions of this Part, a landlord may apply to the court for an order to terminate the contract of tenancy where—

- (a) the tenant is in breach of an obligation under the contract of tenancy;
- (b) the contract of tenancy is terminable by its terms in the event of the bankruptcy or liquidation of the tenant and that event has occurred; or
- (c) the contract of tenancy is terminable by its terms on the occurrence of any other event and that event has occurred.

(2) Subject to subsection (3), the contract of tenancy continues, and the rights and obligations of the parties remain enforceable, unless and until the court makes an order under subsection (1).

(3) When dealing with an application made under subsection (1) the court shall have regard to all the circumstances, and particular shall consider whether—

- (a) the landlord acted reasonably in instituting proceedings, and in particular whether he informed the tenant of the breach;
- (b) the tenant has had a reasonable opportunity or has taken reasonable steps to remedy the breach (if capable of remedy); and
- (c) the tenant during the currency of the proceedings has continued to observe his obligations under the contract of tenancy.

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(4) If it is made to appear to the court that the tenant is in breach of his obligation to pay rent, and has been in arrears repeatedly, the court may if it sees fit order termination of the contract of tenancy notwithstanding the payment to the landlord or into court before the hearing, of all arrears of rent and costs, provided that upon accepting payment of all arrears of rent and costs or upon withdrawal of such arrears and costs from the court, the landlord has informed the tenant in writing that action will not thereby abate.

(5) The court may if it sees fit stay execution upon an order for termination of a contract of tenancy, subject to such conditions as it thinks fit.

(6) Subject to subsection (5) there shall be no right to apply for or obtain relief after an order for termination of a contract of tenancy has been made by the court.

(7) Subject to section 7, any reference in any contract of tenancy, or in any statutory provision, to a right or power of re-entry or forfeiture shall be construed as a reference to the right to make an application to the court under this section.

### **Institution and stay of proceedings under section 13**

14 (1) Where an application is made under section 13, no prior notice of intention to commence proceedings shall be required, but the landlord shall in his writ or summons specify with particularity the breach or event upon which he intends to rely.

(2) The tenant shall be entitled to apply for a stay of proceedings commenced by the landlord under section 13 on the ground that continuance of the proceedings (for the time being) would be oppressive because—

- (a) he has taken or is taking steps to remedy the breach; or
- (b) the damage to the reversion is or would be trivial; or
- (c) in all the circumstances it would be unreasonable to order termination of the contract of tenancy.

(3) The court may, in granting or refusing a stay of proceedings under subsection (2), impose such terms and conditions on the parties as it sees fit.

### **Interim orders**

15 (1) Pending final determination of an application made under section 13, the court shall have power, if it sees fit, to make an order providing—

- (a) for the suspension or variation of the performance of the obligations of the parties to the contract of tenancy, as

between themselves or in relation to third parties who have joined the proceedings; or

- (b) for the giving of security by the tenant while he remains in possession, both for his good behaviour and compliance with the terms of the contract of tenancy.

(2) Where the court is satisfied that service of the writ or summons on the tenant cannot be effected without undue delay, the court shall have power, if it sees fit, to make an ex parte order under subsection (1).

**Notices of proceedings under section 13**

16 (1) The landlord shall give notice of proceedings commenced by him under section 13—

- (a) to any person in occupation of the premises or any part thereof, either by name or by description as "Occupier" followed by a description of the premises or the part thereof occupied by him;

(b) to any person who has an interest as sub-tenant:

- (c) to any other person specified by the court.

(2) The landlord shall give notice to the tenant of the persons to whom the landlord has given notice under subsection (1).

(3) The tenant shall, within twelve days after the service of the writ or summons on him, give notice to the landlord of any person not specified in the notice given to him by the landlord under subsection (2), who, on the date of service of the writ or summons was in occupation of the premises or was a sub-tenant.

(4) The landlord shall give notice of the proceedings to any person specified in the notice given to him by the tenant under subsection (3).

(5) The court shall have power to order that notice of the proceedings be given to any person whose interest might be affected by the proceedings and who has not been given notice.

(6) Where it appears to the court that several sub-tenants are involved, the court shall have power—

- (a) to order that notice of the proceedings be published in a newspaper for the time being approved as the Gazette,

- (b) to order that notice of the proceedings be affixed in a conspicuous position in the main entrance of the premises.

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### **Cessation of rights of third parties after termination of contract of tenancy under section 13**

17 Where the court orders termination of the contract of tenancy under section 13 all interests derived out of that contract of tenancy or any sub-tenancy shall thereupon cease, subject to the grant of relief under section 18.

### **Vesting orders in favour of third parties to proceedings under section 13**

18 (1) Where an application is made under section 13, any person claiming an interest as sub-tenant may apply to the court for an order vesting in him, for the whole sub-term of years or any less term, the premises held by the tenant, or any part thereof:

Provided that if the landlord has offered the sub-tenant of part of the premises a new contract of tenancy for that part on the same terms as those on which he previously held as sub-tenant, the court shall not vest the whole of the premises held by the tenant in the sub-tenant.

(2) In making a vesting order under subsection (1), the court may impose such terms and conditions with respect to the tenancy as it thinks fit, and, in the case of an order in respect of part of the premises held by the tenant, may vest in the sub-tenant any ancillary rights previously enjoyed by the sub-tenant which it considers necessary for the reasonable use and enjoyment of that part.

(3) When a vesting order is made under subsection (1) in favour of a sub-tenant who is a mortgagee of a term of years, it shall vest in the mortgagee a term free from any right in the mortgagor to redeem, subject to such ancillary provisions as may be set forth in the order.

(4) Subsections (1) to (3) apply only to persons whose interests were created before the service of the writ or summons under section 13.

### **Termination, and other remedies for breach of landlord's obligations**

19 (1) A tenant may apply to the court for an order to terminate the contract of tenancy where the landlord is in breach of an obligation under the contract of tenancy.

(2) The provisions of sections 13, 14, 15, 16, 17 and 18 shall apply to proceedings brought under subsection (1), subject to the following modifications—

- (a) except in section 18, "tenant" shall be substituted for "landlord" and vice versa;
- (b) paragraphs (b) and (c) of section 13(1) shall not apply;
- (c) section 13(2) shall not apply where the effect of the breach results in total dispossession (whether of occupation or receipt of rents and profits) of the tenant

of the premises, in which case the obligations of the tenant under the contract of tenancy shall be suspended from the time of service of the writ or summons, without prejudice to any right of set-off or to damages that may have accrued from the time of dispossession to the time of service;

(d) section 13(4) shall not apply;

(e) section 13(7) shall not apply;

(f) paragraph (b) of section 14(2) shall not apply;

(g) paragraph (b) of section 15(1) shall not apply.

(3) Without prejudice to subsection (1), a tenant may apply to the court for an order permitting him to withhold from the landlord payment of the rent, or any part thereof, until the landlord makes good any breach of his obligations under the contract of tenancy.

(4) The court may make an order under subsection (3) upon such terms as it thinks fit in all the circumstances.

(5) Until, on application to the court, an order under subsection (3) is withdrawn, the landlord shall not be entitled to claim any of the rent governed by such order, but nothing in this section prejudices the right of the landlord otherwise to claim arrears of rent after such order is withdrawn.

## **PART V**

### RECOVERY OF POSSESSION AND MESNE PROFITS

#### **Compensation when premises not vacated**

20 (1) A landlord shall be entitled to compensation for the use and occupation of premises after the tenancy has expired or been terminated in accordance with Part IV and the tenant has neglected or refused to give up possession of the premises.

(2) Acceptance by a landlord of arrears of rent or compensation—

(a) after the expiration of the tenancy; or

(b) after notice of termination of a tenancy has been duly given in accordance with Part IV;

or

(c) after an order for the termination of the tenancy has been made under section 13;

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does not operate as a waiver of the notice or as a reinstatement of the tenancy or as the creation of a new tenancy unless the parties so agree.

(3) The burden of proof that the notice has been waived or the tenancy has been reinstated or a new tenancy created is upon the person claiming.

(4) A landlord's claim for arrears of rent or compensation for use and occupation by a tenant after the expiration or termination of the tenancy may be enforced by action or as provided in section 21.

### **Application for order for possession**

21 (1) Where a tenant, after his tenancy has expired or has been terminated in accordance with Part IV, does not go out of possession of the premises held by him, the landlord may apply to the court for an order for possession.

(2) Notice of the application shall be served on the tenant at least three days before the day named in the notice for the hearing of the application.

(3) Except where the contract of tenancy has been terminated by order under section 13, the application of the landlord shall be supported by an affidavit—

- (a) sufficiently describing the contract of tenancy in respect of parties, premises, rent, date of commencement and length of term or exhibiting a true copy of the contract of tenancy;
- (b) proving the expiration or termination of the tenancy;
- (c) stating the failure of the tenant to deliver up possession and the reasons given for the failure, if any were given; and
- (d) stating any other relevant facts.

### **Claim for arrears in rent and compensation**

22 (1) The application of the landlord may also include a claim for arrears of rent and for compensation for use and occupation of the premises by the tenant after the expiration or termination of the tenancy.

(2) Where a claim is made under subsection (1) the affidavit in support of the application will also show—

- (a) where a claim is made for rent, the amount of rent in arrears and the time during which it has been in arrears; and
- (b) where a claim is made for compensation, particulars of the use made of the premises after the expiration or termination of the tenancy, so far as is known.

**Hearing of application**

23 (1) Upon hearing the application, or, where it is opposed, upon hearing and considering the oral and affidavit evidence of the parties and their witnesses, the court may—

- (a) if satisfied that the tenancy has expired or has been terminated in accordance with Part IV, give an order for possession;
- (b) where a claim for rent is made, give judgment for the amount of rent proved to be in arrear;
- (c) where a claim for compensation is made, give judgment in such amount as the court may determine as compensation for the use and occupation of the premises after the expiration or termination of the tenancy, having regard to the nature of the use and occupation and the rent payable during the tenancy; and
- (d) make such order as to costs as the court thinks fit.

(2) The court may grant or dismiss the application in whole or in part and may direct the trial of an issue to determine any matter in dispute.

**Terms of order for possession**

24 An order under section 23 granting possession—

- (a) shall direct the tenant to deliver up possession of the premises to the landlord by a specified date or within a specified time after service of the order on the tenant: and
- (b) shall state that if the order is not obeyed by the specified date or within the specified time a warrant of possession will issue under section 25 without any further order.

**Warrant to evict**

25 Where an order for possession under paragraph (a) of section 23(1) is not obeyed by the date or within the time therein specified, upon proof of service of the order the landlord shall be entitled, without any further order, to sue out a warrant directing the Provost Marshal General to evict the tenant from the premises.

**Proceedings after tenant vacates**

26 Proceedings in respect of a claim for arrears of rent or compensation may continue to judgment notwithstanding that the tenant delivers up possession of or vacates the premises.

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### **PART VI**

#### **SUPPLEMENTAL**

##### **Jurisdiction**

27 (1) Jurisdiction conferred on the court by any provision of this Act shall be exercised by a court of summary jurisdiction.

(2) Notwithstanding the provisions of subsection (1) a plaintiff may commence proceedings in the Supreme Court instead of commencing proceedings in a court of summary jurisdiction.

(3) Where the right conferred by subsection (2) is exercised by a plaintiff, the Supreme Court or a Judge shall have jurisdiction and the award of costs shall be in the discretion of the Supreme Court or a Judge.

##### **Distress for rent abolished**

28 Notwithstanding any provision of law the right of a landlord to distrain for rent due and unpaid under a contract of tenancy is abolished and any provision of such contract of tenancy purporting to confer such right on a landlord shall have no force or effect.

##### **Landlord or agent to be informed where goods seized in execution**

29 Where goods are seized in execution at premises which are rented or reputed to be rented, the Provost Marshal General or the bailiff or officer making the levy shall, before making the levy or within twenty-four hours thereafter, use his best endeavours—

- (a) to ascertain the identity of the landlord or his agent;
- (b) to inform the landlord or the agent that execution is about to be, or has been, levied at the premises.

##### **Priority over execution creditors**

30 (1) The landlord of any premises in which any goods are seized in execution may claim the rent of the premises in arrear at the date of the seizure, at any time within five days following that date, or before the removal of the goods, by delivering to the Provost Marshal General or to the bailiff or officer making the levy a claim in writing, signed by himself or his agent, stating—

- (a) the amount of the rent claimed to be in arrear; and
- (b) the period in respect of which the rent is due.

(2) Where such a claim is made, the Provost Marshal General, bailiff or officer making the levy shall afterwards sell under the execution such of the goods as will satisfy—

- (a) first, the costs of and incidental to the sale;



- (b) next, the claim of the landlord not exceeding six months rent of the premises; and
- (c) lastly, an amount not exceeding the amount for which the warrant of execution issued.

(3) In any event the surplus of the sale, if any, and the residue of the goods shall be returned to the execution debtor.

**Preferential claim for rent on bankruptcy of tenant**

31 Notwithstanding any statutory provision as to priority of debts and claims in bankruptcy, the amount of rent in arrear for a period not exceeding six months preceding the date on which a tenant is adjudicated bankrupt shall be paid in priority to all other debts except debts preferred under section 30(1) of the Bankruptcy Act 1876 (which deals with rates and taxes and wages or salary of any clerk or servant).

**1965: 174**

- 32 (1) For the purposes of this Act—
- (a) a notice under section 21(2);
  - (b) an order under section 23: and
  - (c) a warrant under section 25

shall be deemed to be a summons or warrant, as the case may be, within the meaning of section 9 of the Provost Marshal General Act 1965 [*title 8 item 5*].

(2) A notice, order or warrant referred to in subsection (1) may be served in the manner provided in paragraph 3 of Part II of the First Schedule.

**Rules**

33 (1) Section 62 of the Supreme Court Act 1905 [*title 8 item 1*] shall be deemed to extend to the making of rules under that section to regulate the practice and procedure in proceedings commenced in the Supreme Court under this Act.

(2) The power to frame rules of procedure conferred by section 21 of the Magistrates Act 1948 [*title 8 item 15*] shall be deemed to apply to proceedings in a court of summary jurisdiction under this Act.

(3) Section 6 of the Statutory Instruments Act 1977 [*title 1 item 3*] shall not apply to rules made under this Act.

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### **1971: 119**

34 Nothing in this Act shall derogate from the Rent Increases (Domestic Premises) Control Act 1978 [*title 29 item 3*] which shall prevail over this Act.

### **Repeal of certain enactments**

35 [*omitted*]

### **Application to Crown**

36 (1) This Act binds the Crown.

(2) Nothing in this section shall derogate from any statutory provision relieving the Crown from the incidence of any municipal rates or land taxes.

### **Commencement**

37 [*omitted*]

*[this Act was brought into operation on 1 January 1975]*

FIRST SCHEDULE

PART I  
FORMS OF NOTICE

FORM A  
NOTICE TO TENANT

TO (Name of Tenant)

I hereby give you notice to deliver up possession of the premises [*identify the premises*] which you hold of me as tenant, on the [blank] day of [blank] 19 [blank] Dated this [blank] day of [blank] 19 [blank]

[blank]

(Landlord)

FORM B  
NOTICE TO LANDLORD

TO (Name of Landlord)

I hereby give you notice that I am giving up possession of the premises [*identify the premises*] which I hold of you as tenant, on the [blank] day of [blank] 19 [blank] Dated this [blank] day of [blank] 19 [blank]

[blank]

(Tenant)

PART II  
SERVICE OF NOTICES

1 Notice by a tenant to a landlord shall be given personally to the landlord or sent by prepaid letter post to the landlord at the address where the rent is payable.

2 Except as provided in paragraph 3, notice by a landlord to a tenant shall be given personally to the tenant or sent by prepaid letter post to the tenant at his last known place of business or abode in Bermuda.

3 Where the tenant cannot be given notice by reason of his absence from Bermuda, or by reason of his evading service, the notice may be given to the tenant by posting it up in a conspicuous place upon some part of the premises.

4 Notwithstanding anything in this Part of this Schedule, a notice to a corporation aggregate may be served on the mayor or other head

**LANDLORD AND TENANT ACT 1974**

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officer, or on the clerk, treasurer, or secretary of the corporation, or in such other manner as the Supreme Court or a Judge may sanction.

**SECOND SCHEDULE**

[*omitted*]

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[*Amended by*

1977 : 35

2008 : 32]