

**CONSUMER PROTECTION (PROPERTY  
MANAGEMENT) ACT, 1987**

**Repealed by Act 2007-36 as from 1.6.2008**

**Principal Act**

<b>Act. No. 1987-22</b>	<i>Commencement</i>	29.10.1987
	<i>Assent</i>	29.10.1987

Amending enactments	Relevant current provisions	Commencement date
Act. 1989-38	s.29	21.12.1989
LN. 1989/043	–	29.10.1987

English sources

Protection from Eviction Act 1977.  
Landlord and Tenant Act, 1985.

**1987-22**  
**Repealed**

Consumer Protection (Property Management)

CONSUMER PROTECTION (PROPERTY MANAGEMENT) ACT

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AN ACT TO MAKE PROVISION FOR TENANTS TO OBTAIN INFORMATION FROM LANDLORDS RELATING TO SERVICE CHARGES; FOR LIMITING SERVICE CHARGES TO SUCH CHARGES AS ARE REASONABLE; FOR PROHIBITING UNLAWFUL EJECTMENT AND HARASSMENT OF TENANTS; TO MAKE PROVISION FOR THE APPOINTMENT OF A MANAGER BY THE COURT AT THE INSTANCE OF SUCH TENANTS; AND FOR MATTERS CONNECTED THEREWITH.

## Short title.

1. This Act may be cited as the Consumer Protection (Property Management) Act, 1987.

## PART I. PRELIMINARY.

### Interpretation.

2. In this Act, unless the context otherwise requires,—

“court” in sections 21 and 22 means the Supreme Court or the Court of First Instance, but otherwise means the Court of First Instance;

“flat” means a separate set of premises, whether or not on the same floor, which— *(1985 c.70 s.30)*

- (a) forms part of a building,
- (b) is divided horizontally from some other part of the building, and
- (c) is constructed or adapted for use for the purposes of a dwelling and is occupied wholly or mainly as a private dwelling;

“landlord” includes any person who has a right to enforce payment of a service charge;

“relevant policy”, in relation to a dwelling, means any policy of insurance under which the dwelling is insured (being, in the case of a flat, a policy covering the building containing it);

“superior landlord” means a person (whether the owner of a freehold or leasehold interest in the building or not) whose interest is superior to the interest of a landlord;

“tenant” includes–

- (a) where the tenancy is held by joint tenants, any one or more of these tenants; and
- (b) where a dwelling is sublet, the sub-tenant.

**PART II.**  
**PROPERTY SERVICE CHARGES.**

**Meaning of “service charge” and “relevant costs”.**

*(1985 c.70 s.18)* 3. (1) In the following provisions of this Act “service charge” means an amount payable by a tenant of a flat as part of or in addition to the rent–

- (a) which is payable, directly or indirectly, for services, repairs, maintenance or insurance or the landlord’s cost of management, and
- (b) the whole or part of which varies or may vary according to the relevant costs.

(2) The relevant costs are the costs or estimated costs incurred or to be incurred by or on behalf of the landlord, or a superior landlord, in connection with the matters for which the service charge is payable.

(3) For this purpose–

- (a) “costs” includes overheads, and
- (b) costs are relevant costs in relation to a service charge whether they are incurred, or to be incurred, in the period for which the service charge is payable or in an earlier or later period.

(4) There shall not be included in the relevant costs–

- (a) any fines, legal costs or other expenses incurred by the landlord for the purpose, or in the course, or as a result, of any proceedings taken against the landlord, or any person acting under the landlord’s instructions, express or implied, for any contravention against any law arising out of, or in connection with, the condition or management of, or other things appertaining to the building;

- (b) the cost of any works or services other than works done or services performed directly for the benefit of the tenants in their capacity as such.

**Limitation of service charges: reasonableness.**

4. (1) Relevant costs shall be taken into account in determining the amount of a service charge payable for a period— *(1985 c.70. s.19)*

- (a) only to the extent that they are reasonably incurred, and
- (b) where they are incurred on the provision of services or the carrying out of works, only if the services or works are of a reasonable standard;

and the amount payable shall be limited accordingly.

(2) Where a service charge is payable before the relevant costs are incurred, no greater amount than is reasonable is so payable, and after the relevant costs have been incurred any necessary adjustment shall be made by repayment, reduction or subsequent charges or otherwise.

(3) An agreement by the tenant of a flat (other than an arbitration agreement within the meaning of section 2(1) of the Arbitration Act) is void in so far as it purports to provide for determination in a particular manner, or on particular evidence, of any question—

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- (a) whether costs incurred for services, repairs, maintenance, insurance or management were reasonably incurred,
  - (b) whether services or works for which costs were incurred are of a reasonable standard, or
  - (c) whether an amount payable before costs are incurred is reasonable.
- (4) The court may make a declaration—
- (a) that any such costs were or were not reasonably incurred,
  - (b) that any such services or works are or are not of a reasonable standard, or
  - (c) that any such amount is or is not reasonable,

notwithstanding that no other relief is sought in the proceedings.

**Limitation of service charges: estimates and consultation.**

(1985 c.70, s.20) 5. (1) Where relevant costs incurred on the carrying out of works on a building exceed the limit specified in subsection (2), the excess shall not be taken into account in determining the amount of a service charge unless—

- (a) the requirements of subsection (3) as to estimates and consultation have been complied with, or
- (b) those requirements have been dispensed with by the court in accordance with subsection (5);

and the amount payable shall be limited accordingly.

- (2) The limit is whichever is the greater of—
  - (a) £25, or such other amount as may be prescribed by order of the Governor, multiplied by the number of flats in the building, or
  - (b) £500, or such other amount as may be so prescribed.
- (3) The requirements are—
  - (a) at least three estimates for the works shall be obtained, two of them from persons wholly unconnected with the landlord,
  - (b) a notice accompanied by a copy of the estimates shall be given to each of the tenants concerned,
  - (c) a copy of the notice shall be displayed in a conspicuous place in the building so as to be likely to come to the notice of all the tenants concerned,
  - (d) the notice shall describe the works to be carried out and invite observations on them and on the estimates and shall state the name and the address in Gibraltar of the person to whom the observations may be sent and the date by which they are to be received,
  - (e) the date stated in the notice shall not be earlier than one month after the date on which the notice is given to each of the tenants concerned as required by paragraph (b),
  - (f) the landlord shall have regard to any observations received in pursuance of the notice; and unless the works are urgently required they shall not be begun earlier than the date specified in the notice.

(4) For the purposes of subsection (3) the tenants concerned are all the landlord's tenants of flats in the building by whom a service charge is payable to which the costs of the proposed works are relevant.

(5) In proceedings relating to a service charge the court may, if satisfied that the landlord acted reasonably, dispense with all or any of the requirements of subsection (3).

(6) An order under this section may make different provision with respect to different cases or descriptions of case, including different provision for different areas.

### **Limitation of service charges: time limits on making demands.**

6. (1) If any of the relevant costs taken into account in determining the amount of any service charge were incurred more than 18 months before a demand for payment of the service charge is served on the tenant, then (subject to subsection (2)), the tenant shall not be liable to pay so much of the service charge as reflects the costs so incurred.

(2) Subsection (1) shall not apply if, within the period of 18 months beginning with the date when the relevant costs in question were incurred, the tenant was notified in writing that those costs had been incurred and that he would subsequently be required under the terms of his lease to contribute to them by the payment of a service charge.

### **Limitation of service charges: costs of court proceedings.**

7. (1) A tenant may make an application to the appropriate court for an order that all or any of the costs incurred, or to be incurred, by the landlord in connection with any proceedings are not to be regarded as relevant costs to be taken into account in determining the amount of any service charge payable by the tenant or any other person or persons specified in the application; and the court may make such order on the application as it considers just and equitable in the circumstances.

(2) In subsection (1) "the appropriate court" means—

- (a) if the application is made in the course of the proceedings in question, the court before which the proceedings are taking place; and
- (b) if the application is made after those proceedings are concluded, the court.

### **Request for summary of relevant costs.**

*(1985 c.70, s.21)*

8. (1) A tenant may require the landlord in writing to supply him with a written summary of the costs incurred—

- (a) if the relevant accounts are made up for periods of twelve months, in the last such period ending not later than the date of the request, or
- (b) if the accounts are not so made up, in the period of twelve months ending with the date of the request,

and which are relevant costs in relation to the service charges payable or demanded as payable in that or any other period.

(2) A request is duly served on the landlord if it is served on—

- (a) an agent of the landlord named as such in the rent book or similar document, or
- (b) the person who receives the rent on behalf of the landlord;

and a person on whom a request is so served shall forward it as soon as may be to the landlord.

(3) The landlord shall comply with the request within one month of the request or within six months of the end of the period referred to in subsection (1)(a) or (b) whichever is the later.

(4) The summary shall set out the costs in a way showing how they are or will be reflected in demands for service charges.

(5) If there are more than four flats in the building or the costs also relate to another building, the summary shall be certified by a qualified accountant as—

- (a) in his opinion a fair summary complying with the requirement of subsection (4), and
- (b) being sufficiently supported by accounts, receipts and other documents which have been produced to him.

(6) In subsection (5) a qualified accountant means a person duly registered as the auditor of a company, or exempt from registration, under section 4 of the Auditors Registration Act.

**Request to inspect supporting accounts, etc.**

*(1985 c.70, s.22)*

9. (1) This section applies where a tenant has obtained such a summary as is referred to in section 8(1), whether in pursuance of that section or otherwise.

(2) The tenant may within six months of obtaining the summary require the landlord in writing to afford him reasonable facilities in Gibraltar—

- (a) for inspecting the accounts, receipts and other documents supporting the summary, and
- (b) for taking copies or extracts from them.

(3) A request under this section is duly served on the landlord if it is served on—

- (a) an agent of the landlord named as such in the rent book or similar document, or
- (b) the person who receives the rent on behalf of the landlord;

and a person on whom a request is so served shall forward it as soon as may be to the landlord.

(4) The landlord shall make such facilities available to the tenant for a period of two months beginning not later than one month after the request is made.

(5) The landlord shall—

- (a) where such facilities are for the inspection of any documents, make them so available free of charge;
- (b) where such facilities are for the taking of copies or extracts, be entitled to make them so available on payment of such reasonable charge as he may determine.

(6) The requirement imposed on the landlord by subsection (5)(a) to make any facilities available to a person free of charge shall not be construed as precluding the landlord from treating as part of his costs of management any costs incurred by him in connection with making those facilities so available.

### **Request relating to information held by superior landlord.**

10. (1) If a request under section 8 relates in whole or in part to relevant costs incurred by or on behalf of a superior landlord, and the landlord to whom the request is made is not in possession of the relevant information— *(1985 c.70. s.23)*

- (a) he shall in turn make a written request for the relevant information to the person who is his landlord (and so on, if that person is not himself the superior landlord),
  - (b) the superior landlord shall comply with that request within a reasonable time, and
  - (c) the immediate landlord shall then comply with the tenant's request, or that part of it which relates to the relevant costs incurred by or on behalf of the superior landlord, within the time allowed by section 9 or such further time, if any, as is reasonable in the circumstances.
- (2) If a request under section 9 relates to a summary of costs incurred by or on behalf of a superior landlord—
- (a) the landlord to whom the request is made shall forthwith inform the tenant of that fact and of the name and address of the superior landlord, and
  - (b) section 9 shall then apply to the superior landlord as it applies to the immediate landlord.

**Effect of assignment on request.**

- (1985 c.70. s.24)* 11. The assignment of a tenancy does not affect the validity of a request made under section 8, 9 or 10 before the assignment; but a person is not obliged to provide a summary or make facilities available more than once for the same flat and for the same period.

**Failure to comply with s.8, 9 or 10 an offence.**

- (1985 c.70. s.25)* 12. (1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by section 8, 9 or 10.
- (2) A person committing such an offence is liable on conviction to a fine of £1,000.

**PART III.**

**RIGHTS OF TENANTS WITH RESPECT TO INSURANCE.**

**Request for summary of insurance cover.**

13. (1) Where a service charge is payable by the tenant of a dwelling which consists of or includes an amount payable directly or indirectly for insurance, the tenant may require the landlord in writing to supply him with

a written summary of the insurance for the time being effected in relation to the dwelling.

- (2) A request is duly served on the landlord if it is served on—
- (a) an agent of the landlord named as such in the rent book or similar document, or
  - (b) the person who receives the rent on behalf of the landlord;

and a person on whom a request is so served shall forward it as soon as may be to the landlord.

(3) The landlord shall, within one month of the request, comply with it by supplying to the tenant such a summary as is mentioned in subsection (1), which shall include—

- (a) the insured amount or amounts under any relevant policy, and
- (b) the name of the insurer under any such policy, and
- (c) the risks in respect of which the dwelling or (as the case may be) the building containing it is insured under any such policy.

(4) In subsection (3)(a) “the insured amount or amounts”, in relation to a relevant policy, means—

- (a) in the case of a dwelling other than a flat, the amount for which the dwelling is insured under the policy; and
- (b) in the case of a flat, the amount for which the building containing it is insured under the policy and, if specified in the policy, the amount for which the flat is insured under it.

(5) The landlord shall be taken to have complied with the request if, within the period mentioned in subsection (3) he instead supplies to the tenant a copy of every relevant policy.

(6) In a case where two or more buildings are insured under any relevant policy, the summary or copy supplied under subsection (3) or (5) so far as relating to that policy need only be of such parts of the policy as relate—

- (a) to the dwelling house, and
- (b) if the dwelling is a flat, to the building containing it.

**Request to inspect insurance policy, etc.**

14. (1) This paragraph applies where a tenant has obtained either–

- (a) such a summary as is referred to in section 13(1), or
- (b) a copy of any relevant policy or of any such parts of any relevant policy as relate to the premises referred to in section 13(6)(a) or (b),

whether in pursuance of section 13 or otherwise.

(2) The tenant may within six months of obtaining any such summary or copy as is mentioned in subsection (1)(a) or (b) require the landlord in writing to afford him reasonable facilities–

- (a) for inspecting any relevant policy,
- (b) for inspecting any accounts, receipts or other documents which provide evidence of payment of any premiums due under any such policy in respect of the period of insurance which is current when the request is made and the period of insurance immediately preceding that period, and
- (c) for taking copies of or extracts from any of the documents referred to in paragraphs (a) and (b).

(3) Any reference in this section to a relevant policy includes a reference to a policy of insurance under which the dwelling in question was insured for the period of insurance immediately preceding that current when the request is made under this section (being, in the case of a flat, a policy covering the building containing it).

(4) Subsections (3) to (6) of section 8 shall have effect in relation to a request made under this section as they have effect in relation to a request made under that section.

**Request relating to insurance effected by superior landlord.**

15. (1) If a request is made under section 13 in a case where a superior landlord has effected, in whole or in part, the insurance of the dwelling in question and the landlord to whom the request is made is not in possession of the relevant information–

- (a) he shall in turn make a written request for the relevant information to the person who is his landlord (and so on, if that person is not himself the superior landlord),

- (b) the superior landlord shall comply with that request within a reasonable time, and
- (c) the immediate landlord shall then comply with the tenant's request in the manner provided by subsections (3) to (6) of section 13 within the time allowed by that section or such further time, if any, as is reasonable in the circumstances.

(2) If, in a case where a superior landlord has effected, in whole or in part, the insurance of the dwelling in question, a request under section 14 relates to any policy of insurance effected by the superior landlord—

- (a) the landlord to whom the request is made shall forthwith inform the tenant of that fact and of the name and address of the superior landlord, and
- (b) that section shall then apply to the superior landlord in relation to that policy as it applies to the immediate landlord.

### **Effect of assignment on request.**

16. The assignment of a tenancy does not affect the validity of a request made under section 13, 14 or 15 before the assignment; but a person is not obliged to provide a summary or make facilities available more than once for the same dwelling and for the same period.

### **Failure to comply with section 13, 14 or 15 an offence.**

17. (1) It is a summary offence for a person to fail, without reasonable excuse, to perform a duty imposed on him by or by virtue of section 13, 14 or 15.

(2) A person committing such an offence is liable on conviction to a fine of £1,000.

### **Tenant's right to notify insurers of possible claim.**

18. (1) This section applies to any dwelling in respect of which the tenant pays to the landlord a service charge consisting of or including an amount payable directly or indirectly for insurance.

- (2) Where—
  - (a) it appears to the tenant of any such dwelling that damage has been caused—
    - (i) to the dwelling, or

- (ii) if the dwelling is a flat, to the dwelling or to any other part of the building containing it,

in respect of which a claim could be made under the terms of a policy of insurance, and

- (b) it is a term of that policy that the person insured under the policy should give notice of any claim under it to the insurer within a specified period,

the tenant may, within that specified period, serve on the insurer a notice in writing stating that it appears to him that damage has been caused as mentioned in paragraph (a) and describing briefly the nature of the damage.

- (3) Where—

- (a) any such notice is served on an insurer by a tenant in relation to any such damage, and
- (b) the specified period referred to in subsection (2)(b) would expire earlier than the period of six months beginning with the date on which the notice is served,

the policy in question shall have effect as regards any claim subsequently made in respect of that damage by the person insured under the policy as if for the specified period there were substituted that period of six months.

**Right to challenge landlord's choice of insurers.**

19. (1) This section applies to a tenancy of a dwelling which requires the tenant to insure the dwelling with an insurer nominated by the landlord.

- (2) Where, on an application made by the tenant under any such tenancy, the court is satisfied—

- (a) that the insurance which is available from the nominated insurer for insuring the tenant's dwelling is unsatisfactory in any respect, or
- (b) that the premiums payable in respect of any such insurance are excessive,

the court may make either an order requiring the landlord to nominate such other insurer as is specified in the order or an order requiring him to nominate another insurer who satisfies such requirements in relation to the insurance of the dwelling as are specified in the order.

**PART IV.**  
PROTECTION FROM EJECTION.

**Unlawful ejection and harassment of occupier.**

20. (1) In this section “residential occupier”, in relation to any premises, (1977 c.43, s.1) means a person occupying the premises as a residence, whether under a contract or by virtue of any enactment or rule of law giving him the right to remain in occupation or restricting the right of any other person to recover possession of the premises.

(2) If any person unlawfully deprives the residential occupier of any premises of his occupation of the premises or any part thereof, or attempts to do so, he shall be guilty of an offence unless he proves that he believed, and has reasonable cause to believe, that the residential occupier had ceased to reside in the premises.

(3) If any person with intent to cause the residential occupier of any premises—

- (a) to give up the occupation of the premises or any part thereof;  
or
- (b) to refrain from exercising any right or pursuing any remedy in respect of the premises or part thereof;

does acts calculated to interfere with the peace or comfort of the residential occupier or members of his household, or persistently withdraws or withholds services reasonably required for the occupation of the premises as a residence, he shall be guilty of an offence.

(4) A person guilty of an offence under this section is liable—

- (a) on summary conviction, to a fine of £1,000 and to imprisonment for six months;
- (b) on conviction on indictment, to a fine and to imprisonment for two years.

(5) Nothing in this section shall be taken to prejudice any liability or remedy to which a person guilty of an offence thereunder may be subject in civil proceedings.

**Restriction on re-entry without due process of law.**

21. Where any premises are let as a dwelling on a lease which is subject to a right of re-entry or forfeiture it shall not be lawful to enforce that right (1977 c.43, s.2)

otherwise than by proceedings in the court while any person is lawfully residing in the premises or part of them.

**Prohibition of ejectment without due process of law.**

(1977 c.43, s.3) 22. (1) Where any premises have been let as a dwelling under a tenancy and—

- (a) the tenancy (in this section referred to as the former tenancy) has come to an end, but
- (b) the occupier continues to reside in the premises or part of them,

it shall not be lawful for the owner to enforce against the occupier, otherwise than by proceedings in the court, his right to recover possession of the premises.

(2) In this section—

“the occupier”, in relation to any premises, means any person lawfully residing in the premises or part of them at the termination of the former tenancy;

“the owner”, in relation to any premises means the person who, as against the occupier, is entitled to possession thereof.

**PART V.**

**APPOINTMENT OF MANAGERS BY THE COURT.**

**Tenant’s right to apply to court for appointment of manager.**

23. (1) The tenant of a flat contained in any premises to which this Part applies may, subject to the following provisions of this Part, apply to the court for an order under section 26 appointing a manager to act in relation to those premises.

(2) Subject to subsection (3), this Part applies to premises consisting of the whole or part of a building if the building or part contains two or more flats.

(3) This Part does not apply to any such premises at a time when the premises are included within the functional land of any charity.

(4) An application for an order under section 26 may be made—

- (a) jointly by tenants of two or more flats if they are each entitled to make such an application by virtue of this section, and

(b) in respect of two or more premises to which this Part applies;

and, in relation to any such joint application as is mentioned in paragraph (a), references in this Part to single tenant shall be construed accordingly.

(5) An application to the court for it to exercise in relation to any premises any jurisdiction existing apart from this Act to appoint a receiver or manager shall not be made by a tenant (in his capacity as such) in any circumstances in which an application could be made by him for an order under section 26 appointing a manager to act in relation to those premises.

(6) References in this Part to a tenant do not include references to a tenant under a tenancy to which Part IV of the Landlord and Tenant Act applies.

### **Preliminary notice by tenant.**

24. (1) Before an application for an order under section 26 is made in respect of any premises to which this Part applies by a tenant of a flat contained in those premises, a notice under this section must (subject to subsection (3)) be served on the landlord by the tenant.

(2) A notice under this section must—

- (a) specify the tenant's name, the address of his flat and an address in Gibraltar (which may be the address of his flat) at which the landlord may serve notices, including notices in proceedings, on him in connection with this Part;
- (b) state that the tenant intends to make an application for an order under section 26 to be made by the court in respect of such premises to which this Part applies as are specified in the notice but, (if paragraph (d) is applicable) that he will not do so if the landlord complies with the requirement specified in pursuance of that paragraph;
- (c) specify the grounds on which the court would be asked to make such an order and the matters that would be relied on by the tenant for the purpose of establishing those grounds;
- (d) where those matters are capable of being remedied by the landlord, require the landlord, within such reasonable period as is specified in the notice, to take such steps for the purpose of remedying them as are so specified; and
- (e) contain such information (if any) as the Governor may by regulations prescribe.

(3) The court may (whether on the hearing of an application for an order under section 26 or not) by order dispense with the requirement to serve a notice under this section in a case where it is satisfied that it would not be reasonably practicable to serve such a notice on the landlord, but the court may, when doing so, direct that such other notices are served, or such other steps are taken, as it thinks fit.

(4) In a case where—

- (a) a notice under this section has been served on the landlord, and
- (b) his interest in the premises specified in pursuance of subsection (2)(b) is subject to a mortgage,

the landlord shall, as soon as is reasonably practicable after receiving the notice, serve on the mortgagee a copy of the notice.

**Application to court for appointment of manager.**

25. (1) No application for an order under section 26 shall be made to the court unless—

- (a) in a case where a notice has been served under section 24, either—
  - (i) the period specified in pursuance of paragraph (d) of subsection (2) of that section has expired without the landlord having taken the steps that he was required to take in pursuance of that provision, or
  - (ii) that paragraph was not applicable in the circumstances of the case; or
- (b) in a case where the requirement to serve such a notice has been dispensed with by an order under subsection (3) of that section, either—
  - (i) any notices required to be served, and any other steps required to be taken, by virtue of the order have been served or (as the case may be) taken, or
  - (ii) no direction was given by the court when making the order.

(2) Rules of court shall make provision—

- (a) for requiring notice of an application for an order under section 26 in respect of any premises to be served on such descriptions of persons as may be specified in the rules; and
- (b) for enabling persons served with any such notice to be joined as parties to the proceedings.

### **Appointment of manager by the court.**

26. (1) The court may, on an application for an order under this section, by order (whether interlocutory or final) appoint a manager to carry out in relation to any premises to which this Part applies—

- (a) such functions in connection with the management of the premises, or
- (b) such functions of a receiver,

or both, as the court thinks fit.

(2) The court may only make an order under this section in the following circumstances, namely—

- (a) where the court is satisfied—
  - (i) that the landlord either is in breach of any obligation owed by him to the tenant under his tenancy and relating to the management of the premises in question or any part of them or (in the case of an obligation dependent on notice) would be in breach of any such obligation but for the fact that it has not been reasonably practicable for the tenant to give him the appropriate notice, and
  - (ii) that the circumstances by virtue of which he is (or would be) in breach of any such obligation are likely to continue, and
  - (iii) that it is just and convenient to make the order in all the circumstances of the case; or
- (b) where the court is satisfied that other circumstances exist which make it just and convenient for the order to be made.

(3) The premises in respect of which an order is made under this section may, if the court thinks fit, be either more or less extensive than the premises specified in the application on which the order is made.

(4) An order under this section may make provision with respect to—

- (a) such matters relating to the exercise by the manager of his functions under the order, and
- (b) such incidental or ancillary matters.

as the court thinks fit; and, on any subsequent application made for the purpose by the manager, the court may give him directions with respect to any such matters.

(5) Without prejudice to the generality of subsection (4), an order under this section may provide—

- (a) for rights and liabilities arising under contracts to which the manager is not a party to become rights and liabilities of the manager;
- (b) for the manager to be entitled to prosecute claims in respect of causes of action (whether contractual or tortious) accruing before or after the date of his appointment;
- (c) for remuneration to be paid to the manager by the landlord, or by the tenants of the premises in respect of which the order is made or by all or any of those persons;
- (d) for the manager's functions to be exercisable by him (subject to subsection (8)) either during a specified period or without limit of time.

(6) Any such order may be granted subject to such conditions as the court thinks fit, and in particular its operation may be suspended on terms fixed by the court.

(7) In a case where an application for an order under this section was preceded by the service of a notice under section 24, the court may, if it thinks fit, make such an order notwithstanding—

- (a) that any period specified in the notice in pursuance of subsection (2)(d) of that section was not a reasonable period, or
- (b) that the notice failed in any other respect to comply with any requirement contained in subsection (2) of that section or in any regulations applying to the notice under section 27.

(8) The court may, on the application of any person interested, vary or discharge (whether conditionally or unconditionally) an order made under this section.

(9) An order made under this section shall not be discharged by the court by reason only that, by virtue of section 23(3), the premises in respect of which the order was made have ceased to be premises to which this Part applies.

(10) References in this section to the management of any premises include references to the repair, maintenance or insurance of those premises.

## **PART VI.** **GENERAL.**

### **Notices.**

27. (1) Any notice required or authorised to be served under this Act—

- (a) shall be in writing; and
- (b) may be sent by post.

(2) The Governor may by regulations prescribe—

- (a) the form of any notices required or authorised to be served under or in pursuance of any provision of Parts III and V; and
- (b) the particulars which any such notices must contain (whether in addition to, or in substitution for, any particulars required by virtue of the provision in question).

(3) Any such regulations may make different provision with respect to different cases or descriptions of case, including different provision for different areas.

### **Offences by bodies corporate.**

28. Where an offence under this Act committed by a body corporate is proved to have been committed with the consent or connivance of, or to be attributable to any neglect on the part of any director, manager or secretary or other similar officer of the body corporate or any person who was purporting to act in any such capacity he as well as the body corporate shall be guilty of that offence and shall be liable to be proceeded against and punished accordingly.

### **Power of Consumer Protection Officer to investigate offences.**

29. (1) If the Consumer Protection Officer has reasonable ground for suspecting that an offence under this Act or under section 33 of the

Landlord and Tenant Act<sup>1</sup> is being, has been or is about to be committed, he may require any person–

- (a) to produce any accounts, books, records or documents in the custody or under the control of such persons;
- (b) to render such explanations and give such information relating to the entries contained in any accounts, books, records or documents in his possession or control as may be reasonably required;
- (c) to furnish any information relating to any premises which the Consumer Protection Officer thinks relevant to his enquiry.

(2) If a justice of the peace is satisfied on information on oath that there is reasonable ground for suspecting that–

- (a) any accounts, books, records, documents or information referred to in subsection (1) are on premises and that their inspection is likely to disclose evidence of the commission of an offence under this Act; or
- (b) any offence under this Act is being, has been or is about to be committed on any premises; and, in either case,
- (c) admission to the premises has been or is likely to be refused and that notice of intention to apply for a warrant under this subsection has been given to the occupier,

the justice may, by warrant under his hand, authorise the Consumer Protection Officer or other person therein named to enter any premises specified in the warrant, if necessary by force, at any reasonable time within fourteen days from the time of issue of the warrant and any person who enters premises under the authority of the warrant may seize and remove any account, book, record or document found on the premises which he has reasonable cause to believe may be required as evidence for the purposes of proceedings in respect of any such offence.

(3) Any person entering any premises by virtue of this section may take with him such other persons and such equipment as may appear to him to be necessary; and on leaving any premises which he has entered by virtue of a warrant under subsection (2) he shall, if the premises are unoccupied or the occupier is temporarily absent, leave them as effectually secured against trespassers as he found them.

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(4) Any person who obstructs the exercise of any such power shall be guilty of an offence and liable on summary conviction to a fine of £1,000 and imprisonment for six months.

**Restriction on prosecutions.**

30. No prosecution for an offence under this Act shall be instituted except by or with the consent of the Attorney-General.

**No application to the Crown.**

31. For the removal of doubt, it is hereby declared that nothing in this Act shall bind the Crown or affect prejudicially any estate, right, power, privilege or exemption of the Crown.

**Repeal.**

*Section 32 repeals s33(9)(c) of the Landlord and Tenant Act.*