



**Githire v Mbwiria & another (Tribunal Case E762 of 2022)
[2024] KEBPRT 1593 (KLR) (22 November 2024) (Judgment)**

Neutral citation: [2024] KEBPRT 1593 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E762 OF 2022
GAKUHI CHEGE, CHAIR & J OSODO, MEMBER
NOVEMBER 22, 2024**

BETWEEN

MARIA WANJIKU GITHIRE APPLICANT

AND

SEVERINA MBWIRIA 1ST RESPONDENT

LOCKWOOD PRPERTIES LTD 2ND RESPONDENT

JUDGMENT

A. Dispute Background

1. The tenant/applicant moved this Tribunal vide an amended plaint dated 15th December 2022 pursuant to Section 12(4) of the *Landlord and Tenant (Shops, Hotels and Catering Establishments) Act* Cap 301, Laws of Kenya seeking for judgement against the Respondents jointly and/or severally for: -
 - a. An order that the Respondents connect water and electricity supply to the Applicant's rented shop.
 - b. An order that the Respondents be restrained from locking the premises' washrooms.
 - c. An order of injunction restraining the Respondents, their agents or representatives from evicting the Tenant from the shop in Regen or in any way interfering with the quiet possession and enjoyment by the Tenant of the said shop until the final determination of the case.
 - d. An order that the Applicant/Plaintiff be reinstated into the suit premises.
 - e. An order as to costs of the suit.
 - f. An order compelling the Respondents to pay for compensation for deliberately causing the business to close down.



- g. An order for compensation of Kshs. 582,000 being loss of business and costs incurred in setting up the business.
 - h. General damages.
 - i. Any other relief that this Honorable Tribunal deems fit.
2. At the time of institution of this suit, the Applicant was a tenant in one of the houses owned by the 1st Respondent and managed by the 2nd Respondent at a premises in Regen, Kinoo, paying a monthly rent of Kshs. 10,200.00 in advance.
3. The Applicant avers that she did not have any rent arrears and had been paying rent diligently and on time. The 1st Respondent however constructively evicted her by taking down her business banners, cutting the water supply and locking the premises' washrooms.
4. The Applicant further contends that the Respondents constructively evicted her from the rented shop. She tried in vain to cause the Respondents to reopen the washrooms and connect the water supply but the Respondents refused. The Respondents restricted her from accessing the premises by locking her restaurant's door without seeking leave of this Honorable Tribunal.
5. As a result, her business closed down because of the Respondents' refusal to connect the water and electricity supply and to unlock the premises despite being served with orders issued by this Honorable Tribunal.
6. The Applicant pleads that her business was generating a daily income of Kshs. 4,000 and therefore Kshs.120,000/= monthly. She had invested in the suit premises and as such was bound to suffer irreparable loss if the Respondents were not compelled to pay compensation for the loss of business and/or income. The Respondents did not get permission from this Tribunal to evict her.
7. The Applicant also filed an application dated 28th March 2023 seeking for a sum of Kshs 1,064,190/= as compensation for the improvements in renovation and construction of the business premises known as White house in Regen, Kinoo. She also seeks for a further sum of Kshs 500,000/= on account of illegal termination of the tenancy. The application is predicated upon the grounds set out on the face of the application and the Applicant's supporting affidavit of even date.
8. A preliminary objection by the Respondents on this Tribunal's jurisdiction was dismissed in a ruling delivered on 28th August 2023. The parties were directed to comply with Order 11 of the Civil Procedure Rules, 2010. The Applicant complied with the directions by filing a list and copies of witnesses' statements dated 22nd April 2022 while the 1st Respondent filed her witnesses' statement of even date.
9. The matter thereafter proceeded by way of viva voce evidence with the Applicant testifying together with her witness one Charles Mbugua. The 1st Respondent also testified and called Joshua Murungi Kooro as her witness. All the witnesses adopted their filed statements as evidence in chief and thereafter were duly cross examined.
10. According to the Applicant, by the time of filing the suit, she did not have any rent arrears up to when this court directed that she should not pay rent until the Landlord/Respondent complies with the court orders.
11. She states that her dispute with the Landlord concerns the renovation of a structure that she had for a long time utilized as a kitchen for her restaurant. When she realized that the open grills were bringing



in dust to food being cooked, she relocated the kitchen inside the restaurant and with the blessings of the Landlord sought to renovate the structure.

12. At all material times, the 1st Respondent and her late husband were well aware that she intended to renovate the said structure which was initially used as a kitchen by putting glass all round in a way that dust would not settle on the food. With the blessings of the landlord, she renovated the said premises but decided to use the premises as a butchery and not as a kitchen. When renovating the structure, she also renovated the restaurant, put in new furniture and cooking items.
13. After renovation and upon starting the business, the 1st Respondent visited the tenant's business premises and found the painter doing the final paint when she indicated that she had not given the tenant permission to set up a butchery. That is when all the frustrations started as a result of which the tenant approached this Tribunal for appropriate orders.
14. On 29th August, 2022, the court ordered the Respondent to unlock the business premises washrooms and reconnect water supply to the shop. The tenant served the order upon the Respondents but she ignored it. On 11th October, 2022, the landlord cut off the tenant's electricity supply and she approached this honorable court for orders to reconnect the same together with water and to open the washroom as earlier directed but the landlord again ignored the said orders.
15. Apart from the Landlord ignoring the previous orders, she again locked the business premises denying the tenant access to her business and she was forced again to seek for protection from this Tribunal. On 21st November, 2022, the Court granted the tenant authority to break into the suit premises, restore electricity and access the washroom at the Landlord's cost. The court also directed the tenant not to pay rent until further orders were given.
16. While the suit was going on, the landlord issued the tenant with a notice to increase rent by doubling the rent from Kshs. 10,200/= to Kshs.20,000/= with the aim of frustrating her.
17. All the court orders fell on deaf ears and on 26th January, 2023, the landlord using goons uprooted the butchery structure. On the night of 27th January, 2023, the landlord entered the tenant's restaurant and removed all the items and took them with her to an unknown place. Both incidents were reported to Regen Police Station.
18. The tenant was therefore evicted from the suit premises in the pendency of this suit and her business items taken away by the landlord. She claims to have suffered great loss. She therefore claims for compensation for the loss incurred including loss of business income from the time the Respondents broke into her business premises to date.
19. According to the tenant, she suffered great loss in improvement of the business premises especially in renovating both the restaurant and the butchery and in putting new items, which have since been taken away by the Landlord.
20. The particulars of the loss are as hereunder; -
 - a. Kiosk Structure.....50,000/=
 - b. Ramtons Water Heater..... 2,400/=
 - c. Hotel Counter and Catering fittings.....223,150/=
 - d. Shop Floor & Ceiling Fittings.....37400/=
 - e. Hotel seats & Furniture.....217,850/=



- f. Hisense Chest Freezer.....Kshs. 24,790/=
- g. Slumberland Med Quilted Mattress.....Kshs 7,550/=
- h. Painting and Labour services.....Kshs 30,700/=
- i. Hotel seats, fixtures, floor & Ceiling,
Fittings, Counter and Cabinets.....Kshs 470,400/=
- TOTAL.....Kshs 1,064,190/=

21. The Applicant contends that she had a ready buyer for her business goodwill for an agreed sum of Kshs 500,000/= which was frustrated by the illegal eviction. perpetrated by the landlord. She therefore seeks for compensation in that regard.
22. The Applicant called one Charles Mbugua as her witness in this case. He testified that he was a business partner of the Applicant herein in the business premises known as White House in Regen, Kinoo paying a sum of Kshs.10,200/= per month.
23. Prior to Covid-19 pandemic, the tenant ran the business as a saloon, which was changed due to the health restrictions put in place during the pandemic. She sold the idea of a restaurant to him and they agreed to put up a restaurant on the premises which did very well.
24. At one point, they became desirous of expanding the restaurant business and saw it fit to start a butchery business. On the suit premises was a structure previously erected with the consent of the landlady which had not been put into use and was in a dilapidated state.
25. Prior to the decision to set up a butchery, the landlord had time and again insisted that they either make use of the structure or demolish it completely but at that time, they had not thought of the butchery.
26. With that in mind, they took a loan to renovate the structure in the hope of operating it as a butchery.Three (3) days after renovation had commenced on the structure, the landlord went to the suit premises and caused a scene. She was shouting and hurling insults at them and everyone working on the structure. They reminded her that she had insisted on the use of the structure for something useful or in the alternative demolish it. She denied the same and insisted that the structure was not there to begin with.They had to halt all renovation on the structure and instructed the carpenter to stop all works for a while. They were shocked when the carpenter came back a few days later informing them that the landlord had instructed him to proceed with the renovations.
27. No sooner had the renovations begun than the landlord came to the suit premises yelling and insulting the carpenter and the tenants. At this point, the structure was at least 90% done and painting was midway.
28. Soon after completion, they started the butchery business, little did they know that this would be the start of all their problems. The landlord, without notice, disconnected electricity supply and locked the restrooms used by the customers against the law. The restaurant used a fryer which used electricity, and loss of electricity meant that they had to use gas. This frustrated the business as the food quality went down causing profits to drop. At this point, they were paying for the day-to-day activities of the restaurant and butchery from their own pockets including rent. This was expensive and unsustainable.
29. They pleaded with the landlord which included trips to her house. After much pleading, she directed that they demolish the renovated structure, then a butchery. This was impossible as the structure was permanently affixed to the main building.



30. Before they could try to execute her instructions, the landlord went to suit the premises and ordered them to vacate. They went to Kituo cha Sheria to seek legal redress and despite several court orders directing her to reopen the premises, reconnect electricity and one that allowed for the tenant's re-entry into the premises, the landlord did not heed. The police officers and the OCS did not do the tenant any good as he did not receive any assistance from them.
31. At one point the landlord vandalized the tenant's business and took down the advertising banners but despite court orders, she did not put them back.
32. The tenant all along continued paying rent diligently as and when it fell due. However, the landlord served him with a letter stating that rent was to be increased. The increase in rent was double the amount he was paying at the time. He did not comply with the same. It was at this moment that she closed down all entry points to the premises. The tenant got a court order but the police did not enforce the same and the premises remained locked.
33. A few weeks later, the tenant realized that the premises were open with the butchery structure having been removed and painting was ongoing for a new tenant. The premises were converted into a barber shop. The landlord succeeded to illegally frustrate and close down the tenant's business through non-compliance with court orders.
34. On her part, the 1st Respondent stated that the plaintiff is not a tenant at the suit premises having vacated the premises in December 2022. She therefore contended that this Tribunal has no jurisdiction to hear and determine the dispute where there exists no landlord tenant relationship. As such, this suit is therefore bad in law, an abuse of court process and ought to be struck out because this Honourable Tribunal cannot proceed to determine a dispute where such jurisdiction is restricted.
35. She avers that the plaintiff vacated the suit premises in December 2022 which was attributed to disagreements regarding increase in rent payable and unauthorized constructions on the suit premises. The initial tenancy between her and the plaintiff was a periodic tenancy since rent was remitted on a monthly basis.
36. On or about July 2022, the plaintiff commenced unauthorized developments and construction of structures on her premises. In light of the unauthorized developments by the Applicant, she immediately confronted her and requested that she stops and do away with the structures she had commenced to develop. However, the Applicant failed and/or neglected to stop such unauthorized developments. She then proceeded to serve the plaintiff with a notice to vacate the premises dated 4th July 2022 on the grounds that she commenced and proceeded with unauthorized developments on her premises without consent.
37. According to the 1st Respondent, the renovations and/or extensions were done without full authority and as such, the works were illegally done. She invokes the doctrine of illegality based on two principles, first a person should not be allowed to benefit from his/her own wrong and secondly, that the law should not condone an illegality. As such, the claim for compensation in regard to such unauthorized improvements ought not be granted since the claims by the plaintiff emanate from an illegality.
38. It is further argued that the unauthorized developments significantly interfered with the quiet use and enjoyment of the premises by other tenants. The unauthorized developments by the plaintiff also encroached onto the road reserve, since the building was approximately 10 meters away from the ongoing road construction. As such, the unauthorized structures would probably have been demolished by KENHA during the then ongoing road construction and such, demolition would have negatively affected her premises and the other tenants.



39. She also contends that the Applicant's contention that she obtained consent to proceed and construct such developments on the suit property are false and aimed to mislead this Honourable Tribunal since she issued no such consent and the tenant is put to strict proof of the same.
40. On the issue of increase in rent, the 1st Respondent states that the tenant was duly served with a one month's notice of the intended increase. Further, such adjustment in rent was all inclusive for all the tenants in the premises and the plaintiff cannot aver that the said increase in rent was targeted with an aim to frustrate her.
41. She maintains that all the other tenants negotiated the increase in rent reaching an agreement with her but the plaintiff failed and/or neglected to attend to the said notice and opted to vacate the premises in December 2022.
42. She accuses the tenant of concealing and presenting false facts before this Tribunal with regards to the status quo on the suit premises and that the plaintiff proceeded to obtain such orders against her falsely and through misrepresentation of material facts contrary to those on the ground.
43. According to the 1st Respondent, the allegation that utilities such as electricity and water had been cut were false. The averment that the toilet was locked was also false, since the same is a common area and closure thereof would have affected all the tenants. Utilities such as water, as well, were all common utilities accessed at a common area and it is impossible that she would have restricted the same. Moreover, the electricity accessibility in the premises is by way of tokens and the averments that she disconnected the same is false.
44. It is contended that the plaintiff has not approached this Tribunal with clean hands and that her averments are aimed at misleading this Tribunal and ought to be dismissed.
45. The receipts produced before this Honourable Tribunal with regards to improvements are attacked for being a forgery as no such developments known to her or her agents were allowed nor were the same made to the premises. Further, the photos produced in support of the alleged improvements are disputed and are alleged to be taken from an unknown premise.
46. The 1st Respondent further states that the plaintiff herein vacated the suit premises in December 2022 and at no particular time did she procure goons to either steal nor remove her tools of trade from the premises and any aversion to the contrary is false and aimed at misleading this Honourable Tribunal.
47. Equally, the claim by the plaintiff for loss of goodwill is attacked as being unsubstantiated and the same ought to fail. According to the 1st Respondent, the claim for goodwill is a special damage claim, yet the Applicant has tendered no evidence to show that there was any such loss incurred by her as a result of vacating the suit premises and the Tribunal ought not to award such claim. Further, the claim for goodwill is denied because the structures built were illegal as her consent was not sought nor given at any particular time.
48. Further to the above, the claim for goodwill is denied because the structures built were illegal as her consent was not sought nor given at any particular time. The receipts produced before this court are alleged to have been fabricated and the tenant's suit ought to be dismissed with costs.
49. The 1st Respondent's witness was one Joshua Murungi Kooro who relied on his filed witness statement dated 22nd April 2024. His witness statement is a total replica of the 1st Respondent's statement. We therefore need not rehash it in this judgement.



50. After close of both parties' cases, they agreed to file written submissions and both complied. The tenant's submissions are dated 13th September 2024, while those of the 1st Respondent are dated 25th September 2024. We have considered the submissions while arriving at our determination in this case.

B. Issues for determination;

51. The following issues arise for determination: -
- a. Whether this Tribunal has jurisdiction to hear and determine this case.
 - b. Whether the tenant/applicant is entitled to the reliefs sought in the case.
 - c. Who shall bear the costs of the case?

C. Issue a) Whether this Tribunal has jurisdiction to hear and determine this case

52. The 1st Respondent avers that the plaintiff was not a tenant at the suit premises having vacated the premises in December 2022. She therefore contends that this Tribunal has no jurisdiction to hear and determine the dispute where there exists no landlord/tenant relationship. As such, this suit is bad in law, an abuse of court process and ought to be struck out because this Honourable Tribunal cannot proceed to determine a dispute where such jurisdiction is restricted.
53. There is no dispute that at the time this case was instituted, the tenant/applicant was in occupation of the suit premises. Several orders were issued by this Tribunal seeking to protect her from illegal interference by the Landlord/1st Respondent with the tenancy.
54. The tenant contends that her dispute with the Landlord concerned the renovation of a structure that she had for a long time utilized as a kitchen for her restaurant. When she realized that the open grills were bringing in dust to food being cooked, she relocated the kitchen inside the restaurant and with the blessings of the Landlord sought to renovate the structure.
55. At all material times, the 1st Respondent and her late husband were well aware that she intended to renovate the said structure which was initially used as a kitchen by putting glass all round in a way that dust would not settle on the food. With the blessings of the landlord, she renovated the said premises but decided to use the premises as a butchery and not as a kitchen. When renovating the structure, she also renovated the restaurant, put in new furniture and cooking items.
56. After renovation and upon starting the business, the 1st Respondent visited the tenant's business premises and found the painter doing the final paint when she indicated that she had not given the tenant permission to set up a butchery. That is when all the frustrations started as a result of which the tenant approached this Tribunal for appropriate orders.
57. On 29th August, 2022, the court ordered the Respondent to unlock the business premises' washrooms and reconnect water supply to the shop. The tenant served the order upon the 1st Respondent but she ignored it. On 11th October, 2022, the landlord cut off the tenant's electricity supply and she approached this honorable court for orders to reconnect the same together with water and to open the washroom as earlier directed but the landlord again ignored the said orders.
58. Apart from the landlord ignoring the previous orders, she again locked the business premises denying the tenant access to her business and she was forced again to seek for protection from this Tribunal. On 21st November, 2022, this Court granted the tenant authority to break into the suit premises, restore electricity and access the washroom at the landlord's cost. This court also directed the tenant not to pay rent until further orders were given.



59. While the suit was going on, the landlord issued the tenant with a notice to increase rent by doubling the rent from Kshs. 10,200/= to Kshs.20,000/= with the aim of frustrating her.
60. All the court orders fell on deaf ears and on 26th January, 2023, the landlord using goons uprooted the butchery structure. On the night of 27th January, 2023, the landlord entered the tenant's restaurant and removed all the items and took them with her to an unknown place. Both incidents were reported at Regen Police Station.
61. It is therefore clear that the landlord by raising the issue of jurisdiction which was in any event dismissed by this tribunal at the preliminary stage is seeking to benefit from her own wrong. It is our view and we so hold that a litigant cannot oust the jurisdiction of a court of law or Tribunal by creating an illegal state of affairs like in the present case and seek to rely on it in so doing.
62. In any event, Section 12(1)(n) of Cap 301, Laws of Kenya, grants this Tribunal power:-
 - (l) to award compensation for any loss incurred by a tenant on termination of a controlled tenancy in respect of goodwill, and improvements carried out by the tenant with the landlord's consent."
63. Based on the foregoing provision, it is our finding that this Tribunal has residual inherent jurisdiction to entertain the instant suit despite the illegal termination of the Applicant's tenancy. The claim by the Applicant relates to goodwill and compensation effected on the suit premises by her. The said claim is therefore perfectly within the Tribunal's jurisdiction even after termination of the tenancy.

Issue b) Whether the tenant/applicant is entitled to the reliefs sought in the case

64. The tenant/applicant moved this Tribunal vide an amended plaint dated 15th December 2022 pursuant to Section 12(4) of the *Landlord and Tenant (Shops, Hotels and Catering Establishments) Act* Cap 301, Laws of Kenya seeking for judgement against the Respondents jointly and/or severally for: -
 - a. An order that the Respondents connect water and electricity supply to the Applicant's rented shop.
 - b. An order that the Respondents be restrained from locking the premises' washrooms.
 - c. An order of injunction restraining the Respondents, their agents or representatives from evicting the Tenant from the shop in Regen or in any way interfering with the quiet possession and enjoyment by the Tenant of the said shop until the final determination of this case.
 - d. An order that the Applicant/Plaintiff is reinstated in the suit premises.
 - e. An order as to costs of this suit.
 - f. An order compelling the Respondents to pay for compensation for deliberately causing the business to close down.
 - g. An order for compensation of Kshs. 582,000 for loss of business and costs incurred in setting up the business.
 - h. General damages.
 - i. Any other relief that this Honorable Tribunal deems fit.



65. At the time of institution of this suit, the Applicant was a tenant in one of the houses owned by the 1st Respondent and managed by the 2nd Respondent, at a premises in Regen, Kinoo, paying a monthly rent of Kshs. 10,200.00 in advance.
66. The Applicant avers that she did not have any rent arrears and had been paying rent diligently and on time. The 1st Respondent however constructively evicted her by taking down her business banners, cutting the water supply and locking the premises' washrooms.
67. The Applicant further contends that the Respondents constructively evicted her from the rented shop. She tried in vain to cause the Respondents to reopen the washrooms and connect the water supply but the Respondents refused. The Respondents restricted her from accessing the premises by locking her restaurant's door without seeking leave of this Honorable Tribunal.
68. As a result, her business closed down because of the Respondents' refusal to connect the water and electricity supply and to unlock the premises despite being served with orders issued by this Honorable Tribunal.
69. The Applicant pleads that her business was generating a daily income of Kshs. 4,000 and therefore Kshs.120,000/= monthly. She had invested in the suit premises and as such was bound to suffer irreparable loss if the Respondents are not compelled to pay compensation for the loss of business and/or income. The Respondents did not get permission from this Tribunal to evict her.
70. The Applicant also filed an application dated 28th March 2023 seeking for a sum of Kshs 1,064,190/= as compensation for the improvements in renovation and construction of the business premises known as White house in Regen, Kinoo. She also seeks for a further sum of Kshs 500,000/= on account of illegal termination of the tenancy. The application is predicated upon the grounds set out on the face thereof and the Applicant's supporting affidavit of even date.
71. As observed above, several court orders were issued in this matter to protect the tenant from interference by the landlord with her tenancy or eviction therefrom. However, the landlord succeeded in her illegal eviction despite the said court orders. She initially ignored to participate in these proceedings until after the said eviction.
72. Although the landlord denies having illegally evicted the tenant, this Tribunal has gone through her witness' statement and after observing her demeanor during the trial, we found her to be an evasive and untrustworthy character who avoided to address the serious issues raised in this case by her tenant. For example, she could not explain why she did not institute any legal action against the tenant for the alleged illegal developments on her property. She did not provide any evidence to prove that the premises were constructed on a road reserve and that it risked demolition by KENHA or the relevant County Government. She did not have any enforcement notice by any government entity either against her or the tenant regarding the development.
73. The landlord's evidence to the effect that the unauthorized developments significantly interfered with the quiet use and enjoyment of the premises by other tenants is quite telling. She claims that the unauthorized developments by the plaintiff also encroached onto the road reserve since the building was approximately 10 meters away from the ongoing road construction. She claimed that the unauthorized structures would probably have been demolished by KENHA during the ongoing road construction which demolition would have negatively affected her premises and the other tenants. No statement was recorded from any other tenant who was allegedly affected negatively by the structure constructed by the tenant. The said statement reveals a character who is hellbent on looking for reasons to justify her illegal actions. We refuse to buy her narrative.



74. in regard to the claim for compensation in respect of the developments, we find that the same has been proved on a balance of probabilities. Although the 1st Respondent denied having consented to the renovations of the structure in issue, she had no authority to remove it without this Tribunal's authority or orders of a court of law.

75. According to the tenant, she suffered great loss in respect of the improvements effected on the business premises especially in renovating both the restaurant and the butchery and in purchasing new items, which have since been taken away by the Landlord. The particulars of the loss are as hereunder; -

- a. Kiosk Structure.....50,000/=
 - b. Ramtons Water Heater..... 2,400/=
 - c. Hotel Counter and Catering fittings.....223,150/=
 - d. Shop Floor & Ceiling Fittings.....37,400/=
 - e. Hotel seats & Furniture.....217,850/=
 - f. Hisense Chest Freezer.....Kshs. 24,790/=
 - g. Slumberland Med Quilted Mattress.....Kshs 7550/=
 - h. Painting and Labour services.....Kshs 30,700/=
 - i. Hotel seats, fixtures, floor & Ceiling Fittings
and Counter and Cabinets.....Kshs 470,400/=
- TOTAL.....Kshs 1,064,190/

76. By taking and converting the said properties, the landlord became liable to compensate the tenant for the loss of the property. We have seen the receipts exhibited by the tenant and though alleged to forgeries by the landlord, we are satisfied that she is entitled to the claimed sum of Kshs 1,064,190/=. We shall therefore award the same as prayed.

77. As regards goodwill, we have not seen any evidence on how the figure of Kshs 500,000/= was arrived at and we therefore decline to award the same. However, the prayer for general damages is merited under Section 12(4) of Cap 301 as read with Article 169(1)(d) of *the Constitution* of Kenya, 2010 which defines local Tribunals as Subordinate Courts. We are therefore entitled to exercise jurisdiction of a Subordinate Court in awarding general damages to the tenant/applicant against the illegal acts of the 1st Respondent. We assess the said general damages at Kshs 300,000/= considering that the tenant/applicant was illegally evicted from the suit premises despite several court orders against such eviction.

Issue (c) Who shall bear the costs of the case?

78. As regards costs, the same are in the Tribunal's discretion under Section 12(1)(k) of Cap. 301, but always follow the event unless for good reasons otherwise ordered. We shall award costs to the tenant/applicant being the successful party against the 1st Respondent.

D. Orders

79. Given the above analysis, the final orders which commend to us in this matter against the 1st Respondent are;

- a. This Tribunal has jurisdiction to hear and determine this case.



- b. The tenant's/applicant's Complaint is allowed and she is therefore awarded a sum of Kshs. 1,064,190/= being compensation for the loss incurred on account of the landlord's illegal eviction from the suit premises situate at White house in Regen, Kinoo.
- c. The tenant/applicant is awarded a sum of Kshs 300,000/= in general damages against the 1st Respondent for the illegal eviction.
- d. The costs of this suit to be assessed by the Deputy Registrar of this Tribunal shall be paid by the 1st Respondent.
- e. The 2nd Respondent is absolved from any liability in this case in absence of any evidence of wrongdoing against it.

It is so ordered.

RULING DATED, SIGNED AND DELIVERED VIRTUALLY THIS 22ND DAY OF NOVEMBER 2024

**HON. GAKUHI CHEGE
(PANEL CHAIRPERSON)**

Business Premises Rent Tribunal

**HON. JOYCE AKINYI OSODO
(MEMBER)**

In the presence of:

Kemboi for wacheke for tenant

Ochieng holding brief for Njeri for landlord

