



**Mutisya v Wambua & 2 others (Tribunal Case E320 of 2025)
[2025] KEBPRT 345 (KLR) (10 July 2025) (Ruling)**

Neutral citation: [2025] KEBPRT 345 (KLR)

**REPUBLIC OF KENYA
IN THE BUSINESS PREMISES RENT TRIBUNAL
TRIBUNAL CASE E320 OF 2025
A MUMA, MEMBER
JULY 10, 2025**

BETWEEN

DANIEL MUTISYA APPLICANT

AND

CAROLINE WAMBUA LANDLORD

AND

CHRISTOPHER WAMBUA 1ST RESPONDENT

NICHOLAS WAMBUA 2ND RESPONDENT

RULING

A. Parties And Their Representatives

1. The Applicant, Daniel Mutisya is the tenant of the premises which is the subject matter of the present suit. (the “Tenant”).
2. The Tenant appears in person in this matter.
3. The 1st Respondent, Caroline Wambua and 2nd Respondent, Christopher Wambua and 3rd Respondent Nicholas Wambua are the registered proprietors of the suit premises (the “Landlords”).
4. The Firm of Danstan Omari & Associates Advocates is on record for the Landlords.

A. Dispute Background

5. The Tenant moved this Honorable Tribunal vide a Reference and Application dated 27th March 2025. The Tenant sought, *inter alia*, the following Orders from this Honorable Tribunal:



- i. That the Respondents be restrained by an order of this Honourable Court, from proceeding with an unlawful eviction from the premises, thereby depriving him of my legal rights and causing further irreparable harm.
 - ii. That the application be certified urgent and service thereof be dispensed with in the first instance.
6. In opposition to the Tenant's Application, the Landlord filed an Application dated 9th April 2025.

B. Tenant's Claim

7. The Tenant vide his Application dated 27th March 2025 and Further Affidavit dated 15th April 2025 avers that on the 14th day of March 2025, the Respondents issued a Seven (7) Days' Notice of Termination of Tenancy, and in the event of non-compliance, threatened to unlawfully evict the tenant from the premises.
8. He further submits that on the 27th day of March 2025, the Respondents, without any lawful authority or justification, unlawfully locked the premises and forcibly expelled employees and clients from the said premises which resulted in the loss of revenue due to unpaid bills.
9. He further submitted that the 1st Respondent willfully refused, neglected, and/or failed to receive or accept rent payments from the tenant by refunding some of the payments.

C. Landlords' Case

10. The Landlords vide his Application dated and Further Submissions dated 9th April 2025 contends the tenant is in a forced landlord-tenant relationship with the Respondent and that even after forcing his tenancy, the Tenant willfully neglected/refused to honor his tenancy obligations towards the Applicant as per the agreement, honoring only portions of the agreement as and when he pleases.
11. He further submits that, apart from paying rent late, the Tenant never settled his electricity bills at the premises even after the landlord reminded him on the 21 February, 2025 and his failure to pay his electricity bills resulted in the disconnection of electricity by the power company for about 3 weeks, fully inconveniencing other tenants at the premises.
12. The Landlord further avers that even after forcing his way into a tenancy, the Tenant willfully neglected/refused to honor his tenancy obligations towards the Landlord as per the agreement, honoring only portions of the agreement as and when he pleases and therefore being tired of the back and forth with the Tenant, the Landlord served upon the Tenant personally, a Notice to vacate dated 14th march, 2025.
13. It is the landlord's case that there should not be forced a landlord-tenant relationship between him and the tenant as there is no good will from the Tenant.

D. Issues For Determination

14. Having carefully perused all the pleadings and evidence presented before this Honourable Tribunal by the parties; it is my respectful finding that the issues for determination is:
 - a. Whether the Tenant should be evicted from the premises?



E. Analysis And Findings

Whether the Tenant should be evicted from the premises?

15. Section 4(2) of the *Landlord and Tenant (Shops, Hotels and Catering Establishments) Act*, Chapter 301 of the Laws of Kenya (the "Act") provides as follows:

“ A landlord who wishes to terminate a controlled tenancy or to alter to the detriment of the tenant any term or condition in or service enjoyed by the tenant under such a tenancy shall give notice in that behalf to the tenant in the prescribed form”
16. Section 4(4) of the Act provides that no tenancy notice shall take effect until such date not being less than two months after the receipt thereof by the receiving party as shall be specified therein.
17. I have looked at the Landlord’s notice to terminate tenancy and I am satisfied that it does not comply with all the requirements of section 4(2) 4(4) and 4(5) of Cap 301 of the Laws of Kenya. The termination notice was to take effect in 7 days which is a period less than the two months provided for in section 4(4) of Cap 301.
18. In this case the Landlord did not issue sufficient notice as required by the Act to the Tenant to vacate the premises. The Landlord had issued the tenants with a notice to vacate within 7 days which is a period less than what is prescribed in Cap 301. The notice was also not in the prescribed form as required by the Act.
19. Guided by the foregoing decision, this Honorable Tribunal finds the termination notice dated 14th March 2025 is invalid.

F. Orders

20. In the upshot the Tenant’s Reference and Application dated 27th March 2025 is hereby allowed in the following terms;
 - a. The tenancy termination notice dated 14th March 2025 is declared invalid for non-compliance with Section 4(4) of the *Landlord and Tenant (Shops, Hotels and Catering Establishments) Act* (Cap 301), as it purported to take effect in less than two months from the date of issuance.
 - b. Consequently, the Tenants shall remain in lawful occupation of the premises unless and until a valid notice complying with the provisions of Cap 301 is duly issued and takes effect. Landlord has liberty to issue a fresh notice if they so wish
 - c. The Tenant will desist from any acts of rudeness towards the landlady.
 - d. The Tenant shall pay rent on or before the 5th of every month without fail.
 - e. The tenant shall clear all arrears pending as demanded by the landlord in the next 30 days
 - f. Failure to adhere to d and e above the landlord will be at liberty to evict the tenant without any further reference to this tribunal.
 - g. Each party shall bear its own costs.

RULING DATED, DELIVERED AND SIGNED AT NAIROBI THIS 10TH JULY 2025 IN THE ABSENCE OF PARTIES.

HON A. MUMA - MEMBER



BUSINESS PREMISES RENT TRIBUNAL

