

House Owner-Tenant Amicable Relationship through Proper Implementation of Laws in Urban Residential Area

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Abstract

The tenant class people of urban residential area are suffering from accommodation (i.e. rented house) problems in Bangladesh like other developing countries in the world. There are several legislations to govern the house rent affairs but these are not adequate to meet the necessity. The basic legislation to control this miserable situation is named "the House Rent Control Act, 1991" along with provisions in other different legislations. But a large number of subjects have no idea about the existing provisions of law related to house rent affairs. Since the enactment of the Act in 1991 no further amendment has been introduced to make the provisions updated with a view to maintaining stability. The main objective of the study is to find out a solution as regard proper and effective application of house rent legislations. It will also find out the knowledge and consciousness level of general people about the provisions of law and their rights and obligations, investigate into the reasons for non-application of law and point out the loopholes of existing laws. A survey was conducted which covered 315 respondents from urban area of Chittagong and Sylhet including house owners to verify the hypothesis of the study. Interviews of 10 expertises including judicial officers were also conducted.

Keywords: House Owner, Tenant, Rent Controller, General Valuation of House, Rent Control (RC) Case, Monitoring Body, Right to Easement.

Introduction

A large number of educational institutions and commercial establishments are situated at urban area in Bangladesh. So the people have been gathering into the cities from rural area with a view to making their lives and livelihood better. As a result tenant class city dwellers are increasing rapidly in urban area which creates accommodation problems day by day. The house owners are rich and belong to the upper class in the society but tenants are in middle or lower class having a fixed income and these city dwellers who are majority in number are severely victimized by the house owner. We should focus on whether a household can afford basic non-housing commodities after paying for the basic necessity of shelter because non-

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housing expenditures are vital investments by a household.¹Housing is not affordable for a household if it excessively crowds out other expenditure and housing expenditure definitely crowds out non-housing expenditure.²There are various fundamental variables of house prices like construction costs, personal income, population, mortgage rates, and stock market wealth which lead to increase the rent also.³The size, quality and cost of housing is a key element of household consumption, social inequality and household chances.⁴There is also an extra-ordinary impact of socio-economic condition on the land lord-tenant relationship due to present poverty condition, price hiking, shortage of living place and no vacancy or other income sources. The land lord is in a superior position who are always benefited and the victim is tenant who is not *in pari delicto*. But it is guaranteed by the supreme law of the land, “All citizens are equal before law and are entitled to the equal protection of law”.⁵City authorities and other income groups must know that low income people are normal human beings who are part of the city system.⁶

In few cases house owners are also victimized where the tenants use a house *contra bonus mores* to obtain possession following *melior est condition possidentis, ubi neuta jus habet*. Moreover the land lords create loopholes by which they evade tax, evict tenant, increase rent without any logic. On the other hand tenants also try to get possession over the landlord’s property and raise unusual disputes to evade the lawful increase of rent. To ensure this basic right and create an amicable dealing between land lords and tenants legislature creates a separate part of legislation. Almost every country in the world has the laws relating to house rent. Because without this law a society cannot be peaceful as it is expected and *salus populi supreme lex*. Bangladesh has also laws relating to house-rent which are effective in limited aspects i.e. the Premises Rent Control Act, 1991; the Transfer of Property Act, 1882; the City Corporation Taxation Rules, 1986 etc. But most of the house owners of Chittagong and Sylhet hardly care for existing laws of the land. The tenants are also not equally conversant with the relevant laws concerning house rent. As such on availing the chance, owners of the houses have been pressuring the tenants to pay enhanced rent.⁷Showing less income earned from house rent owners of houses are evading income tax (holding tax) which in turn is depriving the government of earning huge amounts of revenue annually. But the concerned authority like the City Corporation and income tax department seem to be quite indifferent and the scenario is same in Sylhet also.⁸The lack of application or effective implementation of the provisions of existing legislation is the primary reason of this anarchy.

¹Kutty, N.K., The house poor—are high housing costs keeping non-poor americans at poverty standards of living?, Paper presented at the ENHR (2002), conference in Vienna, Austria.

²Thalmann, Philippe, House poor_or simply_poor_?, Journal of Housing Economics 12 (2003), p291–317.

³Mikhed, Vyacheslav and Zemečik, Petr, Do house prices reflect fundamentals? Aggregate and panel data evidence, Journal of Housing Economics 18 (2009), p140–149.

⁴Silva, E. B. & Wright D., Displaying desire and distinction in housing. Cultural Sociology (2009), 3: 31.

⁵Article 27, The Constitution of the People’s Republic of Bangladesh, 1972.

⁶Boonyabanha, S, Baan Mankong: going to scale with “slum” and squatter upgrading in Thailand. Environment and Urbanization (2005), 17: 21.

⁷Sharp rise in City House Rent, Financial Express Repot, 30th May, 2008.

⁸Sana, Shuk Dev, Government measures is necessary to control House Rent, November 25, 2008.

Ours is an age of enforcement of human rights and right to health, right to food and right to shelter (includes shelter in rented house) and other socio-economic rights are now not only directive principles but also get the equal status of basic fundamental rights(e.g. right to life)which should be enforced by court of law. This is established throughout the world by various leading judicial precedents, e.g. *People's Union for civil Liberties Vs. Union of India and ors* (2001, SCC 108), *Viceconte Vs. Ministry of Health and social welfare* (cause no. 31.777/96; 2 June 1998, Federal Court of Argentina) and *Victoria (city) V. Adams*, 2009 BCCA 563 case etc.

Background of the Act:

The conflict between house owner and tenant is not a new problem. Previously Landlords-tenant relationships were not less conflicting than those of today but those were few in number. The British initiated a series of legislations which in their object and purpose shows that they were introduced for temporary.⁹ The contradictions were not as complex as today and such contradictions were settled under the Transfer of Property Act, 1882. In 1942 the Bengal Tenancy Order was passed but later it was repealed. After Separation of Pakistan from India an ordinance named the East Bengal house rent control ordinance, 1951 was passed. It was also repealed in 1952. A parliamentary Act was passed in 1953 known as the East Bengal House Rent Control Act. After the military intervention, East Bengal was changed to East Pakistan. So in 1961 the East Pakistan House Rent Control ordinance was passed but it was also subsequently repealed. Before the separation of Bangladesh, East Pakistan was governed by the East Pakistan House Rent Control Ordinance, 1963. Later on, An Act was formulated in line with the ordinance in 1964. After our great Independence from Pakistani Occupier, the Bangladesh government for the first time enacted the Premises Rent control Ordinance, 1986. But day by day the situations were so complicated that the old provisions were not enough to settle the disputes between land-lords and tenants. So for an effective solution the Bangladesh government enacted the House Rent control Act, 1991 (Act No. III of 1991). Now this Act is the major legislation to deal with the disputes between house owner and tenant and to formulate their rights and obligations.

Objectives of the study:

The existing provisions of laws not only deal with the disputes between landlord and tenants but also frame their rights and duties. So the fundamental objective of the study is to find out the knowledge and consciousness level of general people about the laws and their rights and obligations, investigate into the reasons for non-application of law and point out the loopholes of existing laws and finally provide recommendations for the improvement of the existing aggravated situations.

Method of data collection:

Despite the availability of various approaches e.g. analytical, historical and comparative etc. the socio-legal approach has been followed in consideration of research question by the study. The study has approached two ways of primary data collection. Direct interviews, known as qualitative primary data, have been conducted with Rent Controllers, Assistant

⁹<http://nujlawreview.org/wp-content/uploads/2015/02/aditya-alok.pdf>> p- 85-86

Commissioner (Income Tax), Revenue Officers of City Corporation, and Learned Lawyers. The data have also been collected by structured questionnaire which is called quantitative primary data from house owners and tenants. The secondary data have been collected from domestic legislations, legislations of few other common law countries, books, research papers, judicial precedents, journals, reports, websites and newspaper etc.

Rental rights ensured by the Act for the tenant and house owner:

Consequence of the *mala fide* increase of rent:¹⁰ Where the rent of any premises has been increased by the house owner which exceeds the standard rent, the excess amount shall not be recoverable and the guilty person shall be liable to specified fine. If a tenant pays his rent the landlord is bound to give the tenant a signed receipt for the rent immediately and he shall also retain a counterfoil of the receipt otherwise he shall be penalized.

Provisions as to unduly realised amount:¹¹ If the landlord realizes any sum of money as a rent, premium, salami, security or any other like sum or a rent in advance which is not legal under the said Act, the Controller can make an order to refund such sum or adjustment of such sum. But in this case an application shall be made by the aggrieved person within six months from the date of such payment or deposit.

***Bona fide* increase of rent for modification and repair etc.:**¹² In which any modification except necessary repairs is made or any furniture is supplied by the land lord, a consideration shall be paid by tenant in addition to the standard rent. But the house owner shall not bind to purchase any furniture as a condition of the tenancy.

Adjustment of rent for payment of taxes and fees etc.:¹³ If under the tenancy agreement municipal rate, tax, toll or fees are to be paid by the tenant and the landlord agrees to pay those fees the landlord shall recover the amount from the tenant in addition to the standard rent.

Prohibitions as to security:¹⁴ A house owner is allowed to claim a salami in case of a tenancy for a period of at least twenty years. But the condition is that the period specified by the tenancy cannot be terminated by the landlord within a period of ten years. Generally a landlord cannot claim any security in consideration of tenancy without approval of the Controller and if anyone does so he will be penalised with specified fine. A land lord is not authorised to claim any sum of more than one month's rent as rent in advance.

Right to eject tenant:¹⁵ A landlord can evict a tenant and claim the recovery of possession of any premises under any decree or order of the Controller for the following defaults by him:

1. Anything is done in contravention of the provisions of the Transfer of Property Act, 1882 (IV of 1882).

¹⁰See generally, Section 7 & 23(a), the Premises Rent Control Act, 1991, Act No. III, 1991.

¹¹Section 14, *ibid*

¹²Section 8, *ibid*

¹³Section 9, *ibid*

¹⁴See generally, Section 10, 11 & 23 (b) (c), *ibid*

¹⁵See generally, Section 18, *ibid*

2. The house is given sublet wholly or partly except with the consent of the house owner.
3. Nuisance is made by him which is reason of annoyance for the owner of adjoining or neighboring house.
4. The premises is being used wholly or partly or allowed to do so for economic purposes in contravention of the conditions of tenancy.
5. The landlord *bona fide* requires the house for purposes of reconstruction or for his own utilization if he can satisfy the Controller by showing reasonable cause.

Right to deposit of rent to the controller:¹⁶ A tenant is allowed to deposit rent to the Controller in place of house owner in the following Circumstances:

1. If a house owner refuses to receive any rent by postal money order sent by a tenant. And in this case the Controller shall forward it to the landlord within fifteen days and in forwarding the said money the Controller shall deduct there from the with tenant's cost.
2. If there is any *bona fide* doubt or existence of any dispute as to the person who has right to receive rent and the amount shall be held by the Controller until the removal of the doubt or the settlement of the dispute.
3. If the house owner leaves his regular place of residence and his address and whereabouts are unknown to the tenant and the amount of such deposit shall be held by the Controller until he appears before the Controller and proves his identity.
4. If the payment or deposition of any amount of money to a landlord is restricted under the provisions of the Foreign Exchange Regulation, 1947 etc.), the amount of such deposit may be withdrawn by the landlord with the permission of the Bangladesh Bank.

If the deposited amount is not withdrawn before the expiration of three years from the date of deposit it shall be forfeited and the landlord shall not be allowed to recover it by any legal proceeding. Every deposit shall be given to the Controller together with an application containing information required by the Act. If a tenant make a deposit of any rent under section 19 with an incorrect name or address of the landlord he shall be penalized with a fine up to five hundred Takas.

Right of easements:¹⁷ If any house owner *mala fide* disturbs any right of easement shall be sentenced to a fine up to five hundred Takas on the first occasion and on every subsequent occasion up to one thousand Takas. A tenant has a right to get from a licensee¹⁸ the supply of electricity without the permission of the landlord.¹⁹ There is also a reciprocal duty on the part of the tenant that if he quits any house he shall make over vacant possession to the landlord and who fails to do so shall be fined up to ten times of the standard rent of the premises.²⁰

¹⁶See generally, Section 19, *ibid*

¹⁷Section 24, *ibid*

¹⁸Section 2(h), the Electricity Act, 1910 (IX of 1910).

¹⁹Section 32, the House Rent control Act, 1991, Act No. III, 1991.

²⁰Section 26, *ibid*

Formal adjudication procedure of house rent disputes:

It is said that *ubi jus ibi remedium* so in rented house matter also a tenant can seek remedy to the Controller if any one of his rights guaranteed by the House Rent control Act, 1991 is infringed. The Government is given the power to appoint any person as a Controller to discharge his functions.²¹ The Controller is authorized to exercise the same powers of a civil courts regarding summons, attendance of witnesses and the production of documents.²² In practice no separate institution is formed or specific person is appointed rather the Senior Assistant Judge having territorial jurisdiction of a specific area acts as the Controller *ex officio* in addition to his regular case load which is a major loophole of the adjudication procedure mechanism of rent control cases. As a suit of civil nature a rent control Case is initiated with presentation of plaint maintaining procedures of the Code of Civil Procedure, 1908.²³ The adjudication process of a general application shall be completed within a period of three months and of an application for a permission under subsection (2) of section 21 of the said Act is to be completed within one month.²⁴ At Present there are in total 1709 pending cases regarding hose rent called R.C. Case along with another 35 eviction suits termed as S.C.C. Suit in Chittagong Court premise.²⁵ But to deal with these huge number of litigations there are only 03 (three) Rent Controller moreover this responsibility is their secondary duty in addition to over burden 17,578 regular case load. Being smaller city than Chittagong Sylhet has less number of population and holding than those of Chittagong. As a result case load both of regular suits and litigations regarding house rent are less in number having pending 229 R.C. Cases along with more 71 S.S.C. suit in addition to 1679 regular suits.²⁶

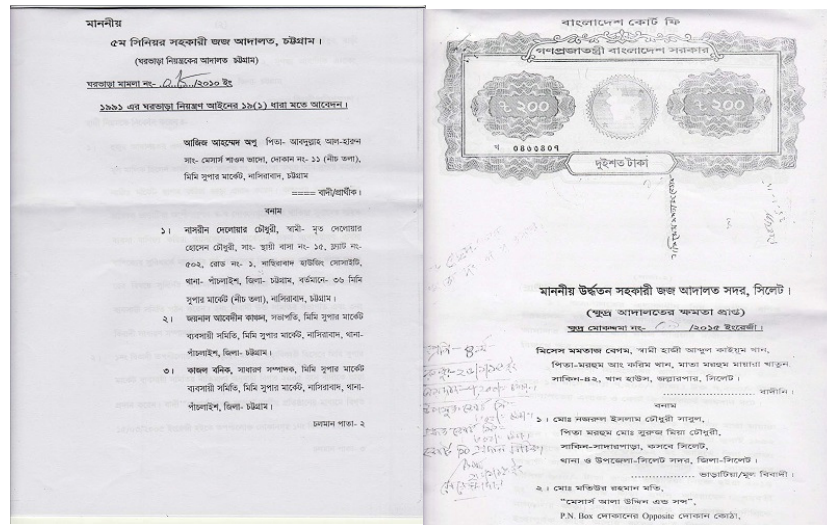


Image: Format of Plaint (Source: Office of Rent Controller, Chittagong and Sylhet)

²¹ Section 3, *ibid*

²² Section 6(2), *ibid*

²³ Section 26, the Code of Civil Procedure, 1908, Act No. V of 1908.

²⁴ Section 4, the House Rent control Act, 1991, Act No. III, 1991.

²⁵ Data collected from the Rent Controller office, Chittagong.

²⁶ Data collected from the Rent Controller office, Sylhet.

General valuation of rent for holding tax and fixing standard rent:

For the purpose of collecting holding tax annual valuation assessment of any holding is done either through the system of General Revaluation (GR) or through Interim Revaluation (IR). Periodic Revaluation of existing holding is conducted in every 5 year alternatively. On the other hand Interim Revaluation (IR) is conducted when there is any modification in the holding or change in rental value in between a GR. After completion of the assessment of annual valuation the documents are conveyed to the owner and if he is aggrieved he can make an appeal within 30 days. If there is no objection the assessment is considered as final. For the purpose of levy of holding taxes or rates the City Corporation prepares a valuation list of all buildings within the City Corporation²⁷ and such list is prepared by an assessor after making such inquiries as may be necessary.²⁸ The annual value is taken to be the gross annual rental minus two month's rent as maintenance allowance and if the property is mortgaged then the annual interest payable on account of such mortgage-debt is also be deducted.²⁹

Revenue department is consisted of assessment and collection branch where assessment is headed by the Chief Assessor and collection branch is consisted of the Taxation Officers called Collector and other staffs. In Sylhet City Corporation assessment branch is consisted of 20 staffs including the Chief Assessor and almost 60 Collectors are working to collect holding tax from 27 wards.³⁰ A Review Board consisted of respective Councilor, a Lawyer, an Engineer, applicant and respondent is occasionally constituted to hear appeal in case of objection raised by anybody as to the assessment of annual value and holding tax.

In Chittagong City Corporation in addition to the ordinary manpower software containing online payment system has been developed for the collection of holding tax. In Sylhet City Corporation there are almost 80 employees have been working for the collection of holding tax and a software or automation is going to be inaugurated within short period of time. We can say that in these two city they have already a system to fix the rent by the revenue board of City Corporation and no new system or authority is required. The shortcomings in fixation of standard rent are want of proper power of authority, efficient employee and appropriate monitoring. So if the government can reorganized the total system *mutatis mutandi* by giving proper authority to the revenue branch of City Corporations it will be enough for the stability as to specification of standard rent.

²⁷ Section 20(1), the City Corporation Taxation Rules, 1986

²⁸ Section 20(2), *ibid*

²⁹ Section 20(3)(a)(i), *ibid*

³⁰ Data collected from Revenue Department, Sylhet City Corporation.

Analysis of primary data:

With a view to observing present conditions of house rent system a survey containing structured questions was conducted by the studies throughout the both cities. We were able to collect 315 sample from two cities, 198 from Chittagong where 151 are of tenants and 117 from Sylhet where 88 are of tenant. Two different form of questionnaire was introduced for both house owner and tenant respectively where eight questions were common to all and requires only positive or negative (Yes/No) answer. These common questions are as follows:

1. Is there any dispute between house owner and tenant as regard house rent?
2. Did they file any suit before court for the settlement of dispute?
3. Do the house owners and tenant have knowledge about the existence of law regarding house rent?
4. Do they have knowledge about the rights and obligations or provisions of the law?
5. Did they execute written instrument at the time of contract for tenancy?
6. Do they have receipt of payment made by the tenant?
7. Do they think there is need of proper authority to monitor the house rent system?
8. Is there any need of chart providing fixed standard rent for a specific area?

It is seen from the data analysis that there are mentionable number of dispute(40% in Chittagong and 35% in Sylhet) between the parties but the parties are not willing to file a suit before the court (below 10% in Chittagong and below 5% in Sylhet).The general people are ignorant of law(45% in Chittagong 57% in Sylhet has no knowledge of law) and even those who have knowledge of law most of them are not aware of their rights and duties (60% in Chittagong and 78% in Sylhet) guaranteed by the legislation. Even though it is made compulsory to make tenancy with written agreement by the said Act due to *vox exissavolat litera scripta* less number of people commenced their tenancy with written agreement (33% in Chittagong, 42% in Sylhet) and a few people maintain receipt (31% in Chittagong and 19% in Sylhet) of payment both of which are below standard number. But it is seen from tables and figures that in average almost 90% people in both cities think that there should be a strong and authorized monitoring body to control the rent affairs and a fixed chart of standard rent in accordance with the standard of house shall be circulated at conspicuous place in every residential area.

Table-I: Answers (yes/no) given by respondent in Chittagong:

Areas of Chittagong	Dispute	File a suit	Knowledge of the Act	Knowledge of rights & duties	Written agreement	Receipt of payment	Monitoring body	List of standard rent
Oxygen (n=18)	9/9	0/18	11/7	8/10	4/14	7/11	14/3	14/3
Kotwali (n=16)	6/10	1/15	9/7	6/10	6/10	4/12	12/2	12/2
Nasirabad (n=18)	8/10	2/16	7/11	6/12	5/13	5/13	15/3	15/3
Bakullia (n=16)	7/9	0/16	6/10	4/12	3/13	3/13	16/0	16/0
Shulkbahar (n=10)	5/5	1/9	7/3	5/5	5/5	4/6	10/0	10/0
Panchlaish (n=12)	4/8	0/12	7/5	5/7	5/7	4/8	11/1	11/1
Fateyebad (n=20)	10/10	3/17	7/13	4/16	5/15	3/17	15/5	15/5
Chandgaon (n=22)	8/14	2/20	15/7	12/10	10/12	7/15	20/2	20/2
Chawkbazar (n=17)	7/10	2/15	11/6	9/8	4/13	7/10	17/0	17/0
Agrabad (n=20)	7/13	1/19	11/9	7/13	5/15	5/15	18/2	18/2
Khulshi (n=17)	4/13	0/17	12/5	10/7	11/6	10/7	17/0	17/0
Others (n=12)	4/8	1/11	7/5	4/8	3/9	3/9	11/1	11/1

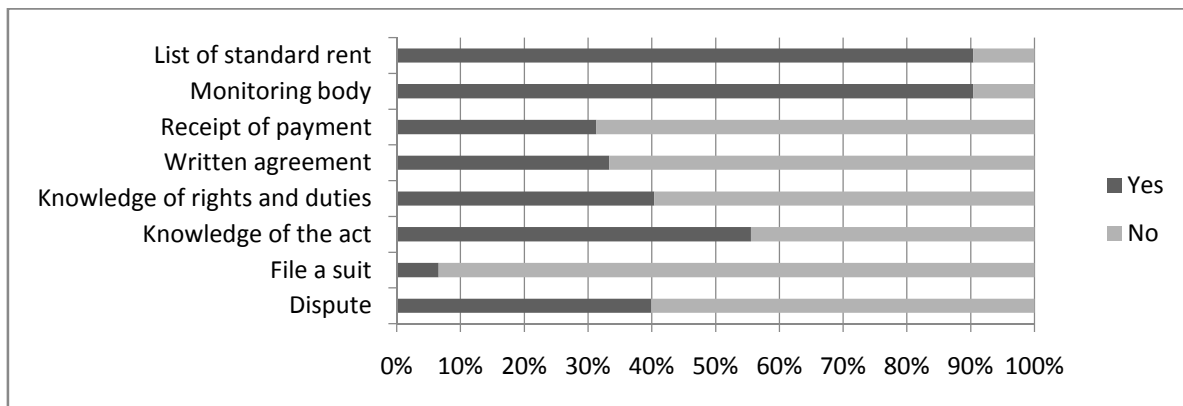


Figure-1:Percentage of responses in Chittagong.

(Source: Contents of table-I and figure-1 are the result of first hand data collected by the study)

Table-II: Answers (yes/no) given by respondents in Sylhet:

Areas of Sylhet	Dispute	File a suit	Knowledge of the Act	Knowledge of rights & duties	Written agreement	Receipt of payment	Monitoring body	List of standard rent
Mira Bazar (n=8)	4/4	0/8	3/5	2/6	2/6	3/5	6/2	6/2
Subidbazar (n=8)	2/6	0/8	4/4	3/5	3/5	2/6	6/2	7/1
Upashahar (n=12)	3/9	0/12	7/5	4/8	8/4	2/10	9/3	9/3
Bagbari (n=10)	3/7	0/10	3/7	2/8	5/5	2/8	8/2	8/2
Ambarkhana(n=16)	6/10	0/16	5/11	3/13	8/8	3/13	15/1	15/1
Sheikhghat(n=15)	4/11	0/15	5/10	2/13	5/10	2/13	13/2	13/2
Subhanighat(n=15)	5/10	0/15	7/8	5/10	4/11	1/14	14/1	14/1
Akhalia(n=9)	3/9	1/8	4/5	1/8	2/6	0/9	7/2	7/2
Zindabazar(n=14)	5/9	0/14	8/6	3/11	7/7	3/11	11/3	11/3
Others (n=10)	5/5	1/9	4/6	3/7	4/6	4/6	9/1	9/1

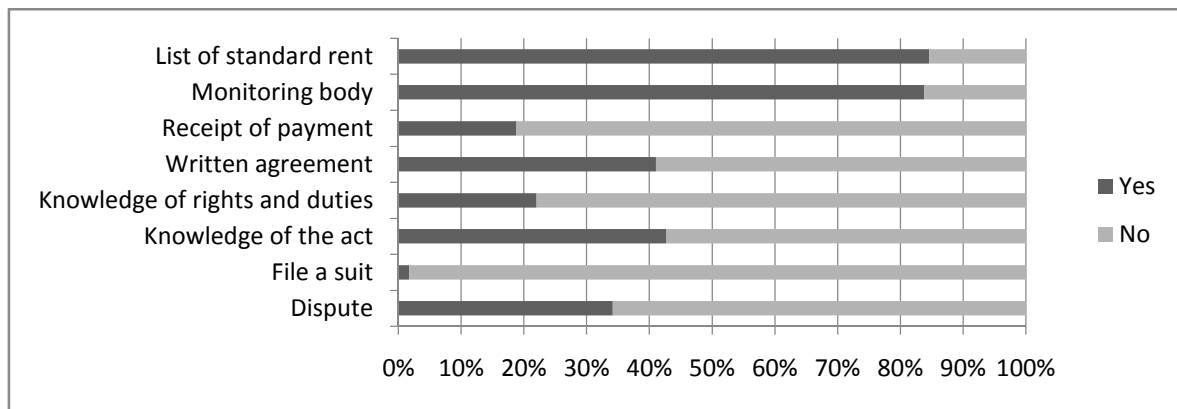


Figure-2: Percentage of responses in Sylhet.

(Source: Contents of table-II and figure-2 are the results of first hand data collected by the study)

A question as to the condition of uninterrupted enjoyment of right to easement was brought before only to the tenant where they have six options to answer, namely water, gas, security, electricity, others and no problem.

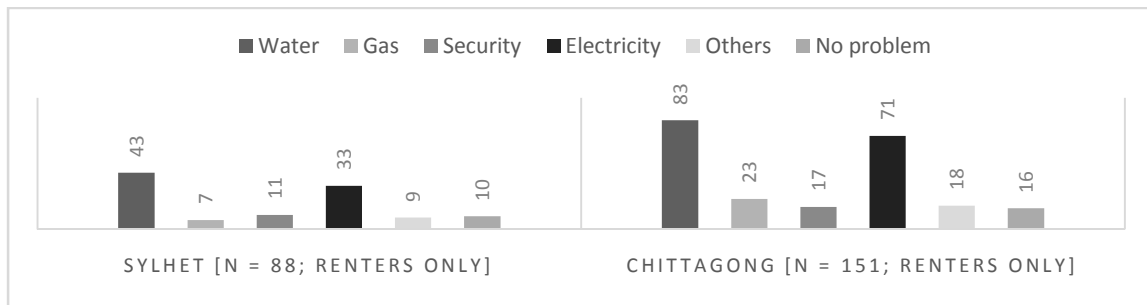


Figure-3: Enjoyment of right to easement. (Source: Survey by the study)

It is seen from the result that a large number of tenants are suffering from shortage of water and electricity service few are from other difficulties. But it is a matter of happiness that there are some tenants who do not face any kind of problem though less in number which is near to 10%, below the standard number.

Due to the absence of fixed standard rent and proper monitoring body it has been seen from the data that at the time of contract of tenancy a mentionable number of house owner forced the tenant to pay advance payment of two or more than two months and also a remarkable number of people increase the rent twice a year.

To remove the anarchy and with a view to introducing a standard rent system the study tried to seek whether an online system of payment is possible or not. The survey shows that around 70% people both in Chittagong and Sylhet including house owner are interested in digital or online payment of rent but there are some difficulties. Since at this moment almost 100% house owner receive their rent by cash payment and among the tenants almost 30% both in Chittagong and Sylhet have no bank account and only 25% of them used debit or credit card online payment cannot be introduced immediately.

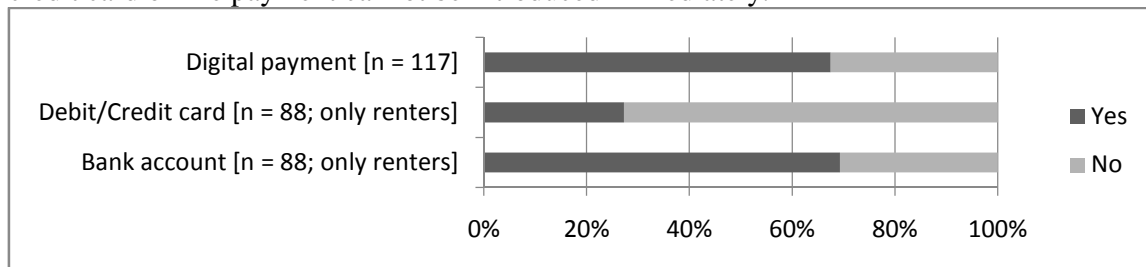


Figure-4: Percentage of bank transaction in Sylhet. (Source: Survey by the study)

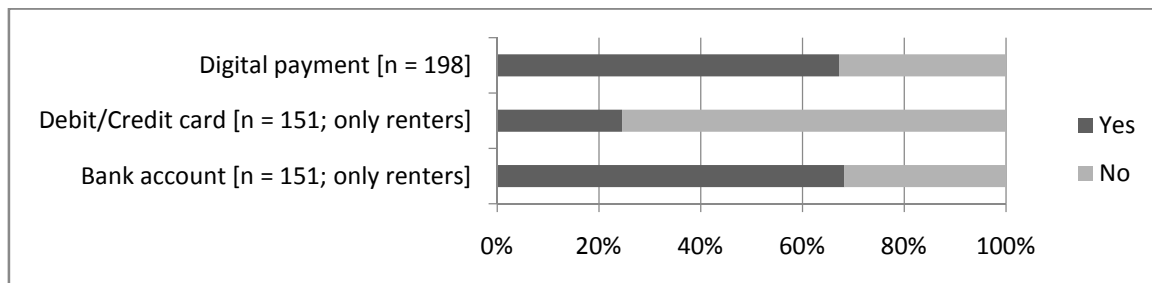


Figure-5: Percentage of bank transaction in Chittagong. (Source: Survey by the study)

Loopholes and recommendations for the improvement of existing instability:

It is a well-established principle that *Nemo est supra legis* but a majority portion of people both tenants and house owner in both cities are not aware of law and have no knowledge about the rights and duties given by the law. Even though house rent is an inseparable part of our life and *Ignorantiafacit excusat, ignorantia juris non excusat* the laws regarding house rent are not well circulated for the notice of general people. It is also to be noted that the laws regarding house rent are not included in the syllabus of universities, Bar Council and Judicial Service Commission. As a result a person becomes law graduate, advocate and judge also without having the knowledge of this law. So let alone the general people a law graduate, a lawyer or even a judge is not aware of it. For the improvement of the situation the first task will be to take initiative to raise awareness level of people so that they can be conscious about their rights and duties. The laws regarding house rent should be well circulated throughout the country. This segment of law may be introduced in the syllabus of universities, the Bangladesh Bar Council and Judicial Service Commission. Various legal awareness program like campaign, seminar, observation of day like legal aid day, human rights day can be practiced regularly by university students and welfare associations.

Moreover the provision as to written contract between the parties is often severely violated and there is absence of written agreement at the time of contract for rent in majority of the tenancy in spite of the existence of a principle *vox exissavolat litera scripta*. Though in some tenancy here is a deed it is drafted according to house owners' interest and they do not provide the original deed to the tenant. So the tenants cannot invoke his right when they are deprived. A specific form of written contract may be introduce which will be mandatory in nature for tenancy agreement and all necessary provisions of tenancy including rights and liabilities of the parties may be enumerated there. A bill board containing necessary provisions of tenancy may be installed at a conspicuous place in every residential area. The house owners are realizing rent which is much more than standard rent. Though the house owners are allowed to take advance not more than equal to the rent of one month sometimes it exceeds the rent of three months. The tenants are not given any receipt of both advanced payment and general house rent. Though there is a time limit as to increase of rent the house owners increase the rent before expiration of that time limit according to their own will. The house owners often refuse to provide adequate safety. So the tenants are affected by theft, robbery, murder and other *actus reus* in the house. There is a provision of prior notice of eviction in case of reasonable necessity but the house owners do not follow the rule. They often evict the tenants as their wish. The house owners are often indifferent as to necessary repairs and white wash and they do not provide adequate service of gas, water and electricity. The house owners are also victim in some cases. The tenants in rare case try to retain in the possession illegally by deposit the rent to the rent controller to satisfy their *mala fide* intention. The tenants in rare case cause loss to the house owners by sub-let in violation of the contract in contravention with the principle *nemo dat quod non habet*.

There is no proper and effective authority to monitor and control the matter of house rent. The Premises Rent Control Act, 1991 has given the authority for the settlement of dispute to the rent controller but it can provide remedy only when the aggrieved person seek. Moreover there is no separate rent controller and the Senior Assistant Judge of respective area

discharges the responsibilities of rent controller in addition to his assigned case load. The controller has no *suo motu* power and is neither provided with enough man power to assist him or adequate logistic support. It has been seen from the data that though there is a good number of disputes between the parties as to their various right including right to easement. But they hardly seek remedy to the rent controller to avoid harassment in the court. Practically ADR processes are not applied in suits of house rent and there is no quasi-judicial body to try the disputes. The number of average suit filed before the court is almost 100 per year but the disposal rate is not more than 15%.³¹ It takes in average three to four years for the final disposal of a suit and in some cases it takes time longer than ten years. The punishment or penalty for violation of rules regarding, standard rent, advance payment and notice of eviction as well as other provision is not adequate in present situation and there is not enough provision to penalize the tenants who apply their *mala fide* intention. Even though the Act provides time limit for disposal of application, it gives the rent controller unlimited power to extend the time showing reasonable ground. This provision cause unexpected delay to the disposal of the suit. There are no separate provisions regarding house rent for commercial and residential purposes. The Premises Rent Control Act, 1991 has not been amended for a single time from its introduction and the necessary amendment especially as to appointment of separate rent controller, introduction of ADR, modification of penal provisions, extension of the power of rent controller, separate provisions for commercial and residential area etc. shall be introduced *in paesenti*.

The revenue branch of City Corporation is given the power of collection of revenue and to discharge this duty and they are also given the authority to fix the annual valuation. But there is a huge manipulation, corruption, irregularities in here and also shortage of efficient man power. There is no monitoring body to control the house rent affairs. There are collectors in area level whose first duty is only collection of taxes but they do not interfere in house rent affairs. It is beyond the knowledge of City Corporation authority because it does not try to monitor that matter. House owners always show a smaller amount which sometimes less than half of the actually realized amount from tenants to evade the holding tax. The mayor and respective ward councilors are representatives of the locality and they do not want to lose their popularity by taking strict actions. At the time of assessment of annual valuation they are often manipulated by the house owner for their vested interest which not only deprive the tenant but also deprive the government from revenue. The city corporation of both Chittagong and Sylhet can realize only 25% to 35% of estimated holding tax.³² In a recent PIL case³³ the higher court directs the government to set up a commission in Dhaka but there was no direction as to Chittagong and Sylhet. A monitoring body is essential in every ward of the both cities to control and monitor the house rent affairs. It is said by the City Corporation official that the man power is sufficient but there is need of efficient employee and mentality to use modern technology. A monitoring body shall be introduced which may be headed by the councilor of respective ward along with efficient man power, proper

³¹Data collected from the Rent Controller Office of Chittagong and Sylhet.

³²Data collected from the Revenue Department of Chittagong and Sylhet City Corporation.

³³Human Rights and Peace for Bangladesh (HRPB), represented by Secretary, Advocate Asaduzzaman Siddique & others v Bangladesh represented by the Cabinet Secretary (2010):

authority and modern technology to deal with house rent affairs at every part of the city. There shall be a combination between the House Rent Controller and the said monitoring body.

List of interviews:

1. Mohammad Abu Hannan, Learned Joint District Judge, ArthaRinAdalat and former House Rent Controller, Chittagong.
2. Habibullah Mahmud, Learned Senior Assistant Judge and House Rent Controller of 5th Court, Chittagong.
3. BilkisAkter, Learned Senior Assistant Judge and House Rent Controller of 1st Court, Chittagong.
4. Shafayet Salam Chowdhury, Learned Senior Assistant Judge and House Rent Controller of 3rd Court, Chittagong.
5. Md. AnwarulHaque, Metropolitan Magistrate, Sylhet.
6. ShahinurAkter, Learned senior Assistant Judge and House Rent Controller of Sadar Court, Sylhet.
7. Mr. Ramij Uddin, Ex-Chief Assessor of holding tax, Revenue Department, Sylhet City Corporation.
8. Mr. Jasim Uddin, Tax Collector, Revenue Department, Chittagong City Corporation.
9. Mr. Badrul Huda Mamun, Learned Advocate, the Supreme Court, Bangladesh.
10. Mr. Mahi Uddin, Learned Advocate, the Supreme Court, Bangladesh.

The way forwarded:

Every year initiates with *mala fide* increase of house rent which is opposed very slightly by few less active welfare association. The problems regarding house rent is definitely a vital drawback of a country which is able to deteriorate the progress of a country. Such a big problem cannot be mitigated *in paesenti* and if this situation arises the whole country shall come forward to fight. The responsibility should begin from the government itself and the government has to control the local government in order to select the best project to be implemented and the best developers or contractors to run the project so that the project can be finished on time without any delayed and finally burdened the peoples.³⁴ There are few welfare associations in our country named Chittagong Tenant's Welfare association, Jatiya Baratia Parishad (National Tenants council), Baratiya Unnan Society (Tenant's Development Society), the Consumers Association of Bangladesh (CAB), Communist Party of Bangladesh (CPB), Nyontronhin Baribara Birodhi Nagorik Andolon and the City Residential Tenants welfare Association to deal with the matters regarding hose rent but their activities are not effective unlike BLAST, ASK and BELLA and there is no combination in their tasks. Recently Human Rights and Peace for Bangladesh (HRPB) is trying to take effective initiative to improve the situation. In our country there are also another national organization

³⁴Zain, ZarinaMohd, Housing Issues: A Study of Hulu Selangor District Council, Procedia - Social and Behavioral Sciences 42 (2012), p320 – 328

called the National Human Rights Commission which deals with various human rights affairs. To deal with the matters regarding house rent this commission can constitute a distinct department under its supervision. Every social welfare association should play an effective role from one platform and there must be a combination among their activities.

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