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TENANCY AGREEMENT OF TNRRRLT ACT 2017 **AND ITS ROLE IN BUILDING RELATIONSHIP** **BETWEEN LANDLORD AND TENANT AND IN** **RESOLVING TENACY DISPUTES**

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Abstract:

This article provides a critical analysis of the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, particularly on the newly introduced tenancy agreement. The 2017 Act, aim to streamline rental arrangements, enhance transparency, and minimize disputes between landlords and tenants. It aims to create a balanced framework for landlord-tenant relationships in the state. The Act addresses the challenges posed by longstanding disputes over rights and responsibilities, focusing on eviction processes, rent control, and tenant protection. By examining the key provisions of the Act, the article focuses on how such provisions are effective in contracting the tenancy agreement and how the adjudication process has been streamlined and the disputes are being resolved based on the agreed terms and conditions of the agreement. Ultimately, this article aims to contribute to the discourse on housing rights and landlord-tenant relations in India, suggesting pathways for enhancing the effectiveness of the 2017 Act to foster a more just and equitable housing environment.

Keywords: Tenancy Agreement, Tenant, Landlord, Rent Authority, Rent Court, Rent Tribunal, Repossession of premises

Introduction:

The Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017 (hereafter TNRRRLT Act, 2017), was enacted in response to the growing complexities and disputes surrounding landlord-tenant relationships in the state. Historically, these relationships have often been characterized by imbalance, with tenants frequently facing eviction, harassment, and lack of adequate legal protections. Traditional laws governing tenancy, including the Tamil Nadu Buildings (Lease and Rent Control) Act, 1960, often failed to address the evolving socio-economic realities and the needs of a rapidly urbanizing population. The 1960 Act lacked effective mechanisms for resolving disputes, often resulting in prolonged legal battles.

The TNRRRLT Act, 2017 was introduced to create a more equitable legal framework that regulates the rights and responsibilities of both landlords and tenants through a tenancy agreement and registering it with the concerned authority. By doing so, it aims to promote stability in rental housing, reduce disputes, and ensure a fair process for eviction and rent regulation. The Act reflects a broader trend in Indian housing policy towards recognizing the importance of tenant rights while also accommodating landlords' interests.

This article critically analyzes the Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act, 2017, exploring its provisions, implications, and overall effectiveness in addressing the challenges faced by both landlords and tenants. The Act seeks to modernize rental laws and provide a comprehensive framework for resolving disputes, establishing rent, and managing eviction processes through a tenancy agreement.

The introduction of this legislation represents a significant shift in the legal landscape of housing in Tamil Nadu, as it aims to create a more predictable and transparent environment for rental transactions. Key provisions includes the introduction of a separate written tenancy agreement, clear grounds for eviction, and a streamlined dispute resolution process. By analyzing case studies, stakeholder perspectives, and existing legal challenges, this article aims to provide a nuanced understanding of the Act's contributions and limitations in the broader context of housing rights and landlord-tenant relations in Tamil Nadu.

Object and Reason for enacting TNRRRLT Act, 2017:

The old Tenancy Act, 1960 loaded heavily against the landlord and present enactment was passed with the object of balancing the rights and responsibilities of both landlord and tenant on equal footing. In order to advance that object S. 4(2) of TNRRRLT Act, 2017 mandates that the parties to the erstwhile tenancy should enter into a new written agreement under the provisions of the TNRRRLT Act, 2017. In the case of S.R. Venkatesh v R. Jayakumar the court held that the act wanted to give primacy to rental agreements and failure to register such agreements will become a ground for eviction. “Only with that object in mind legislature had given grace period of 575 days to the parties to enter into written agreement under the Act.”¹

Key Provisions of TNRRRLT Act, 2017 in relation to tenancy agreement:

- S.4 & S.4-A - Tenancy Agreement & Effect of non-registration
- S.8 - Rent payable
- S. 21- Repossession of the premises by the landlord
- S.30 – Appeals
- S. 31- Constitution of Rent Court.
- S. 32- Constitution of Rent Tribunals
- S. 38- Appointment of Rent Authority

Research Questions:

1. Whether provision of ‘tenancy agreement’ u/S.4 of the TNRRRLT Act 2017 is effective in resolving disputes and whether the act is balancing the rights and responsibilities of the landlord and tenant?
2. Whether the adjudication process provided in the Act by constituting hierarchy of courts, addresses the disputes between landlord and tenant amicably?

Role of Tenancy Agreement:

The tenancy agreement plays a very important role in the Tamil Nadu Regulation of Rights & Responsibilities of Landlords & Tenants Act, 2017 (herein after TNRRRLT ACT,2017). Only through such an agreement, the fixation of rent, the rights and responsibilities of both landlord and tenants can be interpreted. Chapter II of the Act is legislated on ‘Tenancy’. It is also to be

¹ S.R. Venkatesh v R. Jayakumar, C.R.P.No.3031 of 2022, C.M.P.No.13631 of 2022, Neutral Citation <https://hcmadras.tn.gov.in>

noted that in 2018, S.4 of TRRRLT Act, 2017 was substituted via an amendment². S.4(1) of the Act states that, “*Notwithstanding anything contained in this Act or any other law for the time being in force, no person shall, after the commencement of this Act, let or take on rent any premises except by an agreement in writing.*”³ It is also further to be noted that the fixation of rent can be done by mutual agreement between the landlord and tenant under S.8 of TNRRRLT Act, 2017.

Fixation of Rent:

In the earlier tenancy act i.e., Tamil Nadu (Lease and Control) Act, 1960 (herein after Tenancy Act 1960)⁴ fixation of fair rent was provided under S.4 of the Tenancy Act 1960. This act was repealed and subsequently the TNRRRLT Act 2017 was enacted. It S.8 of the TNRRRLT Act 2017, provides for rent payable. *The rent payable in relation to a premises shall be,— (a) in case of new tenancies entered into after the commencement of this Act, the rent agreed to between the landlord and the tenant at the commencement of the tenancy; (b) in case of tenancies entered into before the commencement of this Act, where no agreement was executed between the parties, the rent agreed to between the landlord and the tenant in the agreement executed between them under sub-section (2) of section 4. S.8 of the Act was further substituted through an amendment in 2018.* The fixation of rent is now only through mutual agreement. No specific procedure is provided. Under S.9 of TNRRRLT Act, 2017⁵ *Revision of rent between the landlord and the tenant shall be as per the terms set out in the tenancy agreement.* The landlord must give notice to the tenant regarding the revised rent and if silence is maintained by the tenant on this regard, the tenant is deemed to accept the revised rent. Point is also to be noted that the revised rent can be done only after the end of the tenancy. If any revision is to be done during the tenancy period, it must be explicitly mentioned in the agreement. Thus, the main intention behind the repeal of “fair rent of fixation” and fixation of rent only through agreements in the new Act was done as concerns were shown that the market values of properties keep changing and it is difficult to fix a fair price. So, the TNRRRLT Act, 2017, provides for market-oriented approach by leaving the fixation of rent amount on parties, who may fix or revise it considering the current market value of the premises and thereby increasing

² S.4, TNRRRLT (Amendment) Act, 2018

<https://tenancy.tn.gov.in/Content/Documents/TNRRRAmendmentAct2018.pdf>

³ S.8, TNRRRLT (Amendment) Act, 2018

<https://www.tenancy.tn.gov.in/Content/Documents/TNRRRAmendmentAct2018.pdf>

⁴ S.4, Tamil Nadu (Lease and Control) Act, 1960, <https://indiankanoon.org/doc/89640929/>

⁵ S.9, TNRRRLT Act, 2017, <https://tenancy.tn.gov.in/Content/Documents/TNRRRLTact2017.pdf>

the possibilities of high rate of return to the investors in the rental housing markets.

In one of the features advantageous for tenants, the new Act restricts the advance amount that landlords can collect up to three months' rent under S.11 of the TNRRRLT Act, 2017. The advance of rent was arbitrarily decided by the landlord with some charging as much as 12 months' rent.⁶ To avoid this the act has clearly mentioned the collection of advance rent as security deposit by specified manner in the Act.

Contingencies arising through tenancy agreement:

In the case of S.R.Venkatesh v R. Jayakumar⁷ by Hon'ble Madras High Court, contingency arising in tenancy agreement was enumerated as below:

- Written tenancy created prior to and expired prior to the commencement of the Act (Tenant holding over under an oral tenancy);
- Oral tenancies created prior to the New Act and no written agreement entered into;
- Written tenancies created prior to the New Act and the period expired after the commencement of the Act;
- Written tenancies entered after the commencement of the New Act not registered but subsisting
- Written tenancies created after the commencement of the New Act and had presently expired (either registered or unregistered)
- Oral tenancies created after the New Act.

As far as the first three contingencies are concerned, all of them will be covered by Section 4(2) and its proviso. Thus, the landlord would have the right to invoke Section 21(2)(a) of the New Act. It was further held that Court below on correct appreciation of the provisions under TNRRRLT Act came to a conclusion that in case of failure of the landlord and tenant from entering into new written agreement as contemplated by Section 4(2) of TNRRRLT Act 2017, the land lord is entitled to seek re-possession of demised premises under Section 21(2)(a) of TNRRRLT Act. S.4 (2) of the said Act deals with entering into the tenancy agreement in respect of a tenancy, which had come into existence before the commencement of the Act, and when there is no agreement in writing. This provision requires the landlord and tenant to enter into

⁶ C Shivakumar, Coming soon, 11-month rent agreement in Tamil Nadu, 26 May 2017, The New Indian Express

⁷ S.R. Venkatesh v R. Jayakumar, C.R.P.No.3031 of 2022, C.M.P.No.13631 of 2022, neutral citation, <https://hcmadras.tn.gov.in>

an agreement in writing with regard to that existing tenancy within a period of 575 days from the date of commencement of this Act. Section 4(3) deals with the registration of the agreement entered under Section 4 (1) and 4 (2) of the said Act and also the written agreement entered into between the landlord and tenant before the commencement of this Act.⁸ Written tenancies created after the commencement of the New Act and had presently expired (either registered or unregistered) or if oral tenancies created after the new Act are concerned in such cases, it was held in *S. Muruganandam vs J. Joseph*⁹ that absence of a written agreement and the tenancy having expired, the landlords cannot invoke the provisions of the New Act, but they will have to resort to the general law.

Effect of Non-Registration: It was held in *V. Manimegalai vs Selvaraj Kannan*¹⁰ “Section 4(3) can only be construed that, by virtue of the provisions of the Act, there must be a written agreement between the landlord and tenant and that is compulsorily registerable and without being a registered document in rental agreement, it does not have an evidentiary value, in other words, it is inadmissible in evidence”. As contingency raised in this regard, S.4-A was introduced in the 2018 amendment Act. Thus, the effect of non-registration can be addressed through this section.

Deadlock in tenancy agreement: Often there are scenarios of deadlock to arise in formulating a tenancy agreement as there is no clear procedure mentioned in S. 4 of the new Act. In the case of *Dilip Solanki vs Kiran Kumari*¹¹, deadlock aroused in executing the agreement as the landlord increased the rent. It was interpreted in the case of *Ramesh Salinkhe Vs. Pramila Jain*¹² wherein at paragraph No.20, it has been held as follows:-

“The answer to the question is clearly indicated in section 4 (2) of the TNRRRLT Act, 2017. Section 4 (2) of the TNRRRLT Act, 2017 requires the landlord and tenant to enter into an agreement in writing i.e., tenancy agreement with regard to that tenancy. “That tenancy”

As now there is clear deadlock arising in fixation of rent, the court is of the view in *Dilip Solanki vs Kiran Kumari* that legislature did not consciously create any mechanism to resolve the dispute whenever there arises a dead lock in respect of execution of lease agreement.

⁸ *Ramesh Shalunke V Pramila Jain*, C.R.P. (N.P.D). No. 1996 of 2021, Neutral Citation,

⁹ *Muruganandam vs J. Joseph*, CRP NPD Nos.3056, 3061, 3062, 3063, 3067 and 3094 of 2021, Neutral Citation

¹⁰ *V. Manimegalai vs Selvaraj Kannan*, C.R.P.(NPD).No.3317 of 2019, Neutral Citation

¹¹ *Dilip Solanki vs Kiran Kumari*, C.R.P.NPD.No.941 of 2023, Neutral Citation

¹² *Ramesh Shalunke V Pramila Jain*, C.R.P. (N.P.D). No. 1996 of 2021, Neutral Citation,

Legislature is also conscious that in case, if lease agreement is not executed for whatever may be the reason, the landlord can initiate the proceedings for eviction against the tenants. The court further held, “legislature must have thought that it is ultimately the call of the landlord and that the landlord shall not be under the mercy of the tenants, in deciding the terms of the lease”. Thus the court held that as there is no execution of a lease agreement as required under S. 4(2) of the Act is irrespective of any circumstance, the landlord is entitled to seek for eviction under Section 21 (2) (a) of the Act.

Repossession and adjudication process:

Tenancy agreement, is the major document, through which either repossession of the premises by the landlord or any adjudication of disputes can take place. As per the provisions of this law, all tenancy agreements should be written agreements and shall be compulsorily register with the Rent Authority. The registration of the tenancy agreement with the rent authority is independent of the registration requirement of the tenancy agreement under the Registration act, 1908. Since, most of the transactions are done through the tenancy registration portal with minimum interface of the Rent Authority. The tenancy registration portal eases the process of registration of the tenancy agreement with much convenience to the general public.¹³ In Mr. Vijayraj Bhandari vs Mr. Suresh Kumar J¹⁴, the court held that Right to property is a Constitutional right under Article 300-(A) of the Constitution of India. Property Right cannot be taken away without any authority of law. Landlord has got an absolute right to deal with his property at his choice. Right of the tenant is restricted only with reference to the terms and conditions of the lease agreement agreed between the landlord and the tenant, which is a contract. Thus, “the right of tenant is a Statutory right limited to the extent of terms and conditions agreed between the parties in the contract”. Thus, no tenant has got an enforceable right against the landlord for entering into an agreement for tenancy or to dictate terms and conditions. The offer made either by the tenant or by the landlord is to be accepted by the other party and shall be reduced in writing. Absence of written tenancy agreement is a ground for eviction under the New Act. The problem that might arise in adjudication is the absence of tenancy agreement. The landlord and tenants to approach a rent authority or any appellate tribunal, must register the agreement. It is to be noted that the Madras High Court has directed all 38 Collectors in the State to ensure that the tenancy agreements submitted either by the landlords or the tenants are registered within 30 days from the date of submission, under the

¹³ Housing and Urban Development Department, <https://www.tenancy.tn.gov.in>

¹⁴ Mr. Vijayraj Bhandari vs Mr. Suresh Kumar J, C.R.P.No.162 of 2023, Neutral Citation

Tamil Nadu Regulation of Rights and Responsibilities of Landlords and Tenants Act of 2017. Justice S.M. Subramaniam said that any delay on the part of the district-level officials, will cause inconvenience to the landlord and tenant while approaching the rent courts for eviction or other relief.¹⁵

- **Constitution of Rent Court and Rent Tribunal:**

Old tenancy Act 1960, only the civil courts had the jurisdiction to adjudicate the rental disputes. But under the new act, rent authority, rent court and rent tribunals were constituted exclusively to settle any kinds of disputes arising between landlords and tenants. The civil court are refrained from maintaining such matters. As there is constitution of separate rental courts and tribunals the disputes can be quickly resolved and the proceeding will be fast-tracked. S.33 of the Act states that notwithstanding anything contained in any other law for the time being in force, in the areas to which this Act extends, only the Rent Court and no Civil Court shall have jurisdiction, except the jurisdiction of Rent Authority under section 39, to hear and decide the applications relating to disputes between landlord and tenant and matters connected with and ancillary thereto covered under this Act: Provided that the Rent Court shall, in deciding such applications relating to tenancies and premises, give due regard to the provisions of the Transfer of Property Act, 1882, the Indian Contract Act, 1872 or any other substantive law applicable to such matter in the same manner, in which such law would have been applied had the dispute been brought before a Civil Court by way of suit.

S.30(1) of TNRRRLT Act, 2017 states *that an appeal shall lie against the order of the Rent Authority made under this Act to the Rent Court having territorial jurisdiction.* S.30 (2) *An appeal under sub-section (1) shall be preferred within thirty days from the date of the order made by the Rent Authority.* According to S.36(1) *from every final order passed by the Rent Court, an appeal shall lie to the Rent Tribunal, within the local limits of whose jurisdiction the premises is situated and such an appeal shall be filed within a period of thirty days from the date of final order along with a copy of such final order.*

- **Writ Jurisdiction:**

In case of Lalith Kumar vs Pramila Jain¹⁶ it was emphasised that scope of judicial

¹⁵ Mohamed Imranullah S, "Madras HC directs Collectors to ensure registration of tenancy agreements within 30 days of submission", December 23, 2022, The Hindu.

¹⁶Lalith Kumar vs Pramila Jain, C.R.P.(N.P.D).No.1997 of 2021, Neutral Citation

interference under Article 227 of the Constitution of India, and high court cannot act as a court of appeal. It should not interfere in the decision of the inferior Courts, unless there is manifest miscarriage of justice. The aggrieved party can invoke the writ jurisdiction of the High Court under Article 226 and 227 of the Constitution only if the orders passed by the rent tribunal is constitutionally invalid.

Thus, constituting hierarchy of courts to resolve rental disputes offers several important benefits, ensuring that cases are handled efficiently, fairly, and with proper legal oversight.

Constitutional Validity of the TNRRRLT Act, 2017 and reading down of S.4 and S.4-A:

The landlord and tenants both challenged the provisions of the TNRRRLT Act, 2017. First Division Bench of Chief Justice Sanjay V. Gangapurwala and Justice D. Bharatha checking the validity of the act held, “This law was not repugnant to any of the existing Central laws”. Many writ petitions were disposed stating that the judges overall, did not find any illegality in any of the provisions under challenge except for the necessity to read down Sections 4 and 4-A of the Act. “Mere possibility of an abuse cannot render a legislation invalid.” Supreme Court has held, “The constitutionality of a legislation must be adjudged by the generality of its provisions and not by its crudities, inequities or by the possibilities of abuse of any of its provisions”. Reading down Sections 4 and 4-A of the Act the court held that non registration of such agreements, should confine within the scope of the Act and not allowed to operate beyond it. Section 4(1) which opens with the phrase ‘Notwithstanding anything contained in this Act or any other law for the time being in force’ is hereby read down to mean ‘*For the purposes of this Act*’ and the same would control the rest of the provisions in Section 4, the Bench held.¹⁷

Suggestions:

1. S.4 of the TNRRRLT Act 2017, mandates on entering into a written agreement after the enactment of the act and any existing agreement to be registered with the rent authority. But through the analysis, it is found that there are scenarios where deadlock occur and there is no clear procedure to formulate the agreement. Fixation of rent being mutual through the agreement, the landlord may tend to fix the rent which might be exorbitant. Hence clear procedure of fixing fair rent must be provided.

¹⁷ Mohamed Imranullah S, Madras High Court upholds constitutional validity of Landlords and Tenants Act, 2017, April 26, 2024, The Hindu

2. Clear awareness of the Act must be provided to the general public as Tamil Nadu being in high demand on rental properties. It is found that most of the disputes are either due to non-registration of agreement or repossession of premises. It is agreeable that *ignorentia juris non excusat*, but there are enactments of so many laws, often the attention to such legislation gets faded.

Conclusion:

Considering the enactment of the new tenancy act i.e., the TNRRRLT Act, 2017, it is found that the entire act right from the fixation of rent to adjudication of disputes is based on the tenancy agreement. The landlord and tenant now have a clear legal recourse. As the tenancy agreement is an enforceable document, the order of eviction can be sought only if the grounds for eviction are met. Thus, this makes the process fair and just and restricts the arbitrary actions of the landlord. Only proper and clear terms and conditions will be helpful in adjudicating matters to either of the parties. Entering into such an agreement is mandatory for resolving if any dispute arises. As having a separate hierarchy of courts and the tenancy agreement being the sole document of proof, the dispute can be rightfully met. While the courts constituted for resolving disputes under this act, has come across deadlocks that might arise. Through the research it is found that the courts are constantly interpreting the provisions of this legislation and trying to amicably resolve the disputes by emphasising the registration of tenancy agreement and ordering the rent authority to register such agreements without causing inconvenience to the parties. Reading down of S.4 and S.4-A helps in making the act more specific. Thereafter enacting such legislation in line with the Model Tenancy Act 2017 by the Government of India, has improved the legal protections for the tenants and empowered the legal rights of the landlords. Thus, Tamil Nadu becoming one of the urbanised states in India, adopting such legislation will significantly contribute in resolving major disputes and balance the rights and responsibilities between the tenants and landlords.

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